Cause No. 2976.

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

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

Madison Brown, attorney for collection by foreclosure of mortgage,	( )	
vs.	( )	Cause No.
Earl Thompson, Adlaide Thompson, his wife, mortgagors.	( )	

B. H. Turner, Clerk:

Docket suit forthwith in accordance with the above titling and file in the papers thereof a copy of the mortgage dated 19th of July, 1928 given by the defendants to John R. Benton who on November 7, 1933 assigned said mortgage unto the plaintiff for collection by foreclosure.

The mortgage and the assignment mentioned stand recorded in Liber B. H. T. No. 8, one of the land record books in your office for Queen Anne's County, on folio 267.

Enter the appearance of Madison Brown as the attorney for the plaintiff.

MADISON BROWN
Plaintiff and Attorney for Plaintiff.

CERTIFIED COPY OF BOND
Filed Nov. 14, 1933.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of November, 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 tork with legal authority to become sole surety on the bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of 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 yo be made and done we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this thirteenth day of November in the year nineteen hundred and thirty three.

WHEREAS Earle Thompson and Adelaide Thompson, his wife, by a mortgage dated July 19, 1928 and recorded in Liber B. H. T. No. 8, a land record book of Queen Anne's County aforesaid, on folio 267 made to secure the payment of eleven hundred dollars ($1100.00) in the manner set forth in said mortgage with interest on said principal sum from the date of said mortgage, did grant and convey the land in said mortgage described and also the personal property in said mortgage described unto John R. Benton who by assignment dated November 7, 1933 and duly recorded did assign said mortgage unto the said Madison Brown (attorney at law) for collection and foreclosure thereof for purpose of collection.

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 nonpayment of the principal debt named in said mortgage at the time named therein for the payment of the same, by reason of the non-payment of the 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 other-

wise the same shall remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:
J. Lemuel Roberts.
Countersigned by
J. Lemuel Roberts.

Madison Brown (SEAL)
American Surety Company
of New York, By
Madison Brown,
Its attorney in fact.

Seal's
Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed November 4th. 1933.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1,fol. 292, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th. day of November, in the year 1933.

B. HACKETT TURNER
Clerk.

Seal's
Place.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 14, 1933.

::::::::::::::::::::::::::::::::: :::::::
#13,131. Q U E E N A N N E'S C O U N T Y, T O W IT:
Be it remembered that on the 24th. day of July, 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 July, in the year nineteen hundred and twenty-eight, by Earle Thompson and Adalaid Thompson, his wife of the town of Dominion, situate in the 4th Election District of Queen Annes County, State of Maryland, witnesseth:

Whereas the said Earle Thompson, & Adalaid Thompson are justly indebted unto Dr. Jno. R. Benton of said county & State, in the full & just sum of Eleven hundred 00/100 Dollars ($1100.00/100) for money loaned and advanced by said Dr. Jno. R. Benton unto the said Earle Thompson & Adalaid Thompson his wife, for the purpose of the creation of an Oysterhouse & necessary managing quarters of same, being built and to be built or completed, & same is situate at what is commonly known as "Little Creek in the 4" Election district of Queen Anne's County, State of Maryland. Said Oyster house ' necessary out buildings are being built upon the land of the county aforesaid, but before the creation thereof the said Earle Thompson procured written permission & authority to erect same, upon the said land, from the Board of County Commissioners of said Queen Anne's County, & which authority is attached hereto so it may become a matter of record. The said sum of Eleven Hundred 00/100 Dols. to be repaid as follows, that is to say 1/3 thereof at the expiration of twelve months, 1/3 at the expiration of twenty-four months, & the remaining 1/3 (it being the balance of said loan) at the expiration of thirty six months from the date of these presents, & the interest to be paid on said loan is to be at the rate of 6% per annum, and to be paid semi annually, or in other words every six months from the date hereof.

And whereas it was agreed as a condition precedent to the making of said loan that said principal sum of $110.00 & the interest thereon, was to be secured by the execution & delivery of the mortgage.

Now therefore, in consideration of the premises & the sum of one dollar, the receipt of which is hereby acknowledged, the said Earle Thompson & Adalaid Thompson, his wife, do grant & convey unto Dr. Jno. R. Benton of County & State aforesaid, his heirs and assigns in fee simple, the following described real estate, to-wit:

The house of the said Earle Thompson, situate in the town of Dominion, in the 4th Election District of Queen Anne's County, & which adjs. the lands of Kirby Thompson on the west, Leva Thompson on the south, T. Herman Thompson on the East & having a width of 65 ft. on the public road leading into said town, and a depth of 175 ft. containing one half of an acre of land more or less, which said lot of land was purchased by the said Earle Thompson from Kirby Thompson above referred to & for which said lot of land a deed has been passed, which said deed has been duly recorded among the land record books of Queen Anne's County aforesaid; and the said

Earle Thompson & Adalaid Thompson his wife, do hereby grant & convey unto the said Dr. Jno. R. Benton his heirs & assigns in fee simple the oyster built & being built upon the county and at Little Creek as heretofore described.

(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 parcel of ground and premises unto and to the proper use, and benefit of Dr. Jno. R. Benton heirs and assigns forever.

PROVIDED that if the said Earle Thompson & Adalaid Thompson his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eleven hundred 00/100 dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Earle Thompson & Adalaid Thompson, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Earle Thompson & Adalaid Thompson his wife for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Dr. Jno. R. Benton, his personal representatives and assigns, or his duly authorized 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 person__ 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 commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County in Equity, which said expenses, costs and commission the said Mortgagors for their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee his personal representatives or assigns or his duly authorized 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 said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission.

And the said Earle Thompson & Adalaid Thompson his wife 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 his personal representatives and assigns, the improvements on the hereby mortgaged property and to the amount of at least its insurable value and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure 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 Mortgagors.

EARL THOMPSON (SEAL)

TEST:

ADELAIDE THOMPSON (SEAL)

BARNES LEGG

STATE OF MARYLAND, COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of July in the year nineteen hundred and twenty eight before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Earle Thompson & Adelaid Thompson, his wife, the Mortgagors named in the aforegoing mortgage and did each acknowledge the aforegoing mortgage to be their respective act. At the same time also appeared Dr. Jno. R. Benton, 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.

BARNES LEGG Notary Public.

Notary
Public
Seal.

Attached to the above Mortgage is the following Permit:

THE BOARD OF COUNTY COMMISSIONERS herewith gives permission to Earle Thompson, of Chester, Maryland, to build an Oyster House on Public Landing at Little Creek, on that part of said landing lying North and South by Walter Crouch, East and West by Little Creek.

C. S. Quimby

H. T. Hopkins
COUNTY COMMISSIONERS OF QUEEN ANNE'S
COUNTY, MARYLAND

TEST:

Thomas E. Walls, Clerk

Seal's
Place.

Queen Annes County, to wit: Be it remembered that on the 14th day of November, in the year 1933, the following Assignment was filed for record, to wit:

I hereby assign and transfer the within and aforegoing mortgage unto Madison Brown, (attorney at law), for collection and for foreclosure thereof for purpose of collection.

WITNESS my hand and seal this seventh day of November in the year nineteen hundred and thirty three.

his
J. R. X BENTON (SEAL)
mark

Test: Geo. R. Benton

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 8, folios 267, 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 Fourteenth day of November, in the year nineteen hundred and thirty three.

B. HACKETT TURNER Clerk.

Seal's
Place.

REPORT OF SALE
Filed Dec. 27, 1933.

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

Madison Brown, attorney for the collection by foreclosure of mortgage,	
vs.	Cause No. 2976.
Earl Thompson, Adlaide Thomspon, his wife, mortgagors.	

To the Honorable, the Judges of said Court:

The report of Madison Brown, assignee and plaintiff of above cause, who will call himself hereinafter "vendor", unto Your Honors respectfully sets forth:

1. That Earl Thompson and Adlaide Thompson, his wife, by a mortgage dated July 29, 1928, and recorded in Liber B. H. T. No. 9, a land record book of said county, on folio 267, made to secure the debt therein specified, conveyed the real and personal property unto Dr. John R. Benton who assigned said mortgage unto your vendor for collection by foreclosure or otherwise, a copy of the mortgage with assignment mentioned is filed in this cause.

2. That prior to the day of sale hereinafter mentioned the mortgagors made default in the covenants of said mortgage by not paying the principal mortgage debt at the times named in the mortgage for the payment of the same, by not paying the interest covenanted to be paid and by the non-payment of certain state and county taxes levied against the property mortgaged.

3. That your vendor gave notice of time, place, manner and terms of sale hereinafter mentioned for more than twenty days before the day of sale by advertisement inserted in the Queen Anne's Record, a newspaper published weekly in said county; a copy of said notice of sale duly certified by the manager of said paper as to publication is filed herewith as part hereof.

4. That prior to the day of sale hereinafter mentioned the vendor delivered to the Clerk of this court his bond to the State of Maryland which is required by law as a condition precedent to the exercise of the power of sale in said mortgage contained.

5. That this vendor, pursuant to said notice of sale, did attend on Tuesday, December 12, 1933 at 2 o'clock, P. M., in front of the Court House in the town of Centreville, in said county, and in execution of the power of sale contained in said mortgage to be exercised by him as assignee of said mortgage, because of the defaults mentioned, proceeded to sell at public sale through the medium of J. E. Anthony as auctioneer to highest bidder the mortgaged property in the following manner:
In the first place your vendor offered all that lot of land improved by a two story frame dwelling house and outbuildings called or known as "The Earl Thompson Property" located in the town of Dominion on Kent Island in Queen Anne's County, Maryland, on road from Chester on said Island to said town, adjoining the land of Kirby Thompson and others, and sold the after crying the sale unto Dr. John R. Benton for twelve hundred dollars ($1200.00) he, the said Dr. John R. Benton, being then and there the highest bidder therefor.

In the next place your vendor offered at public auction a frame building called or known as "The Earl Thompson Oyster House" located on the public land at Little Creek in Crab Alley Neck, Kent Island, Maryland, and sold the same after the crying of the sale unto Dr. John R. Benton, he being then and there the highest bidder therefor for four hundred and thirty dollars ($430.00).

Total sales: $1630.00.

Which is respectfully submitted.

MADISON BROWN, Assignee
Attorney for collection.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 12th day of December 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 aforesaid, personally appeared above named Madison Brown and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated to the best of his knowledge and belief and that the sale therein mentioned was fairly made.

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.

STATEMENT OF MORTGAGE DEBT
Filed Dec. 27, 1933.

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

Madison Brown, Attorney,	(	
vs.	)	Cause No. 2976.
Earle Thompson,	(	
Adlaide Thompson, his wife.	)	
	(	

STATEMENT OF MORTGAGE DEBT.

Earle Thompson and Adlaide Thompson, his wife, to John R. Benton, DR.

To amount of principal debt due by them to him by mortgage dated July 19, 1928 and recorded in Liber B. H. T. No. 8, a land record book of Queen Anne's County, on folio 267 . . . . . .$1,100.00

To interest from July 19, 1928, date mentioned, to December 12, 1933 356.22

December 12, 1933 Total debt due this date $1,456.22

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

I hereby certify that on this twelfth day of December 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 aforesaid, personally appeared Madison Brown, attorney for Dr. John R. Benton, named above, and he did make oath in due form of law that the aforegoing is a true statement of the indebtedness due by the mortgage above mentioned on December 12, 1933 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.

FRANCES BUTLER
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Dec. 27, 1933.

MORTGAGE SALE
OF KENT ISLAND PROPERTY

Default having occurred in the terms of the mortgage dated July 19, 1928 and recorded in Liber B. H. T. No, 8, Folio 267, a land record book of Queen Anne's County, Maryland, given by Earl Thompson and Adalaide Thompson, his wife, to Dr. John R. Benton, who has assigned said mortgage to the undersigned for collection by foreclosure,the undersigned in execution of the power of sale contained in said mortgage to be exercised in case of default will sell in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland on TUESDAY, DEC. 12, 1933 at 2 o'clock, P. M.

1. All that lot of land called or known as the "Earl Thompson Property", located in town of Dominion on Kent Island, Queen Anne's County, aforesaid, on the road from Chester to said town adjoining the land of Kirby Thompson, Levy Thomas and that of Herman Thompson. This lot has a frontage on said road of 65 feet and a depth (with width of 65 feet) of 175 feet, more or less.

The improvements consist of a two-story frame dwelling house, garage and poultry house.

2. The frame building called or known as "The Earl Thompson Oyster House", located on the public landing at Little Creek in Crab Alley Neck, Kent Island, Maryland.

All the above described property is that pledged by said mortgage and reference to the mortgage is made for further description.

TERMS OF SALE:-One-half of the purchase money of each property will be required to be paid in cash at time of sale, and the balance in 12 months from day of sale with option to purchase or purchasers to pay this balance on ratification of sale. All deferred payments to bear interest from day of sale and to be secured by notes of purchaser or purchasers with surety thereon to meet approval of undersigned.

MADISON BROWN,
Assignee of said Mortgage.
J. ELMER ANTHONY, Auctioneer.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

December 14, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Mortgage Sale in the case of Madison Brown, Assignee vs. Earle Thompson and wife 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 16th day of November, 1933, being more than twenty days before the 12th day of December, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By Marie K. Connolly

Filed Dec. 27, 1933.

N I S I

Madison Brown, attorney for the collection by foreclosure of mortgage.	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY.
Earl Thompson Adlaide Thompson, his wife, mortgagors.	CHANCERY NO. 2976

ORDERED, This 27th. day of December, A. D., 1933, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee, attorney for collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 29th day of January next.

The Report states the amount of sales to be $1630.00.

B. HACKETT TURNER Clerk.

Filed Dec. 27, 1933.

EXCEPTIONS TO THE RATIFICATION
OF SALE
Filed Feb. 2, 1934.

MADISON BROWN, Attorney for the collection by foreclosure of Mortgage,	IN THE CIRCUIT COURT
vs.	FOR
	QUEEN ANNE'S COUNTY,
Earl Thompson, Adlaide Thompson, his wife, Mortgagors.	IN EQUITY. CHANCERY CAUSE No. 2976.

- - - - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT;-

Your Exceptant prays leave to except to the Ratification of the Sale reported by the Complaintant in this Cause.

1. For that the sale was made at a time when bank credits were frozen and the real estate mentioned and sold in these proceedings did not bring the present market price.

2. For that a better sale can be made of the said real estate.

3. For that the sale took place during the cycle of depression to the injury of the exceptant.

4. For that your Exceptant was not given a chance to obtain from the Federal Government a loan and the mortgagee in these proceedings ordered foreclosure and sale of the premises herein sold before your Exceptant could obtain a loan from the Home Loan Corporation.

And as in duty bound, etc.,

Witness: Lee Bell
John Palmer Smith
Solicitor for Exceptants.

EARL THOMPSON
ADELAIDE THOMPSON
MORTGAGORS.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Mar. 10, 1934.

ORDER OF NISI

Madison Brown, attorney for the
collection by foreclosure of mortgage

vs.

Earl Thompson, Adlaide Thompson,
his wife, mortgagors.

In the Circuit Court For Queen Anne's County, In Equity. Chancery No. 2976.

ORDERED, This 27th day of December, A. D., 1933, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee, attorney for collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 29th day of January next.

The Report states the amount of sales to be $1630.00.

B. HACKETT TURNER, Clerk.

Filed Dec. 27, 1933.

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

THE QUEEN ANNE'S RECORD

Centreville * Maryland

March 10, 1934

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order of Nisi in the case of Madison Brown, Atty. vs. Earl Thompson 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 28th day of December 1933) before the 29th day of January 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC.

Filed Mar. 10, 1934.

By Marie K. Connolly

DEMURRER TO EXCEPTIONS FILED TO SALE
Filed Apr. 14, 1934.

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

Madison Brown, attorney for the collection by foreclosure of a mortgage,	(	
vs.	)	Cause No. 2976.
Earl Thompson, Adlaide Thompson, his wife, mortgagors.	(	

Demurrer to Exceptions Filed to Sale.

Madison Brown, the plaintiff of this cause and the vendor making the sale set forth in the report of sale filed in thic ause, demurs to the exceptions filed by Earl Thompson and Adlaide Thompson, mortgagors of this cause, to the ratification of said sale.

The plaintiff demurs to paragraph No. 1 of said exceptions because it does not state any legal or equitable reason why said sale should not be ratified.

The plaintiff demurs to paragraph No. 2 of said exceptions because it does not state any legal or equitable reason why said sale should not be ratified.

The plaintiff demurs to paragraph No. 3 of said exceptions because it does not state any legal or equitable reason why said sale should not be ratified.

The plaintiff demurs to paragraph No. 4 of said exceptions because it does not state any legal or equitable reason why said sale should not be ratified.

MADISON BROWN
Solicitor for Plaintiff.

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

I hereby certify that on this fourteenth day of April 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, the plaintiff above named, and he did make oath in due form of law that the above demurrer filed by him in the above cause was not intended for delay.

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.

EXCEPTANTS ASKING LEAVE FROM BILL OF EXCEPTIONS
Filed April 14, 1934.

MADISON BROWN, Attorney for the collection by foreclosure of Mortgage,

vs.

Earl Thompson,
Adlaide Thompson, his wife,
Mortgagors.

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

CHANCERY CAUSE No. 2976.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Exceptants pray to have leave to dismiss their Bill of Exceptions filed in the above entitled Cause, and for the usual order in such case.

And as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Exceptants.

Filed Apr. 14, 1934.

ORDER OF COURT
Filed Apr. 14, 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, in Equity, that leave be, and the same is hereby granted the Exceptants to dismiss their Bill of Exceptions filed in the above entitled Cause.

THOMAS J. KEATING

Filed Apr. 14, 1934.

B. Hackett Turner, Clerk,

Mr. Clerk:-

Pursuant to an order of the Circuit Court for Queen Anne's County, in Equity, passed in this Cause on April 14th, 1934, granting leaving to the Exceptants to dismiss the Bill of Exceptions filed in said Cause, you will forthwith enter the within Bill of Exceptions "Dismissed".

JOHN PALMER SMITH
Solicitor for Exceptants.

Filed Apr. 14, 1934.

ORDER OF COURT
Filed Dec. 27, 1933.

Ordered on this fourteenth day of April in the year nineteen hundred and thirty four by the Circuit Court of Queen Anne's County sitting as a Court of Equity, that the sale of the real estate of Earle Thompson and Adlaide Thompson, his wife, mortgagors making the mortgage filed in this cause as made by Madison Brown, assignee of said mortgage and the plaintiff of the above cause, set forth and described in the within and aforegoing Report of Sale be and the same is hereby finally ratified and confirmed, no objections thereto having been shown although it appears that notice has been given in accordance with the order nisi passed in this cause in relation to said sale.

As Madison Brown, the plaintiff of this cause and vendor, is the auditor of the court the proceedings of this cause with the papers hereof are hereby referred to Edwin H. Brown, Jr. as special auditor with instructions to him to state and return to this court an account between the proceeds of the sale and the said Madison Brown, vendor.

THOMAS J. KEATING

Filed April 14, 1934.

AMENDED STATEMENT OF MORTGAGE DEBT
Filed March 12, 1935.

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

Madison Brown, attorney,	(	
vs.	)	Cause No. 2976.
Earl Thompson,	(	
Adelaide Thompson, his wife.	)	
	(	

AMENDED STATEMENT OF MORTGAGE DEBT.

Earle Thompson and Adlaide Thompson, his wife, to John R. Benton and George B. Benton, as executors of - - - - - - - - - - - - - John R. Benton, DR.

To amount of principal debt due by them to him by mortgage dated July 19, 1928 and recorded in Liber B. H. T. No. 8, a land record book of Queen Anne's County, on folio 267	$1,100.00
To interest from July 19, 1928, date mentioned, to December 12, 1933	356.22
Total due due	$1,456.22

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

I hereby certify that on this 11th day of March in the year nineteen hundred and thirty five before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John C. Benton and George R. Benton, executors of Dr. John R. Benton, deceased, and they did each make oath in due form of law that the aforegoing is a true statement of the indebtedness due by the mortgage above mentioned on December 12, 1933, 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.

FRANCES BUTLER
Notary Public.

Notary
Public
Seal.

DIRECTION TO SPECIAL AUDITOR FOR
DISTRIBUTION OF NET PROCEEDS OF SALE TO
EXECUTORS OF JOHN R. BENTON
Filed April 8, 1935.

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

Madison Brown, attorney for the collection by foreclosure of mortgage,	(	
vs.	(	Cause No. 2976.
Earl Thompson, Adelaide Thompson, his wife.	(	

To Edwin H. Brown, junior, special auditor appointed in above entitled cause to state the audit or account between the proceeds of sale and Madison Brown, vendor.

The mortgage mentioned and described in the proceedings of said cause was assigned by John R. Benton, the mortgagee, to the under signed for the purpose of foreclosure and collection of the mortgage debt by foreclosure proceedings and was not intended to vest any of the mortgage debt in the said Madison Brown.

The said John R. Benton has died since the assignment having departed this life on or about the 19th day of March, 1934, and administration upon his estate has been granted to John C. Benton and George R. Benton as executors of his will as will appear from the certificate of the Register of Wills herewith attached.

In making the audit in the above entitled cause you are hereby directed to distribute the net proceeds of the sale or the amount applicable to the payment of the mortgage debt unto the said executors instead of to the said Madison Brown, attorney, in the audit which you will make in the cause.

This shall be your direction for so doing.

MADISON BROWN
Attorney for the collection by foreclosure of the mortgage described in the above cause.

J. C. BENTON

GEO. R. BENTON
Executors.

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 27th day of March A. D., 1934 before the Orphan's 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 John R. Benton late of said County, deceased, was in due form of law admitted to probate; and that on the 27th day of March A. D., 1934, 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 his said last Will and Testament, were granted unto John C. Benton and Geo. R. Benton the executors in and by the said Will named appointed they 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 8th day of April A. D., 1935.

Seal's Place.

NORMAN S. DUDLEY
Register of Wills.

REPORT AND ACCOUNT OF THE AUDITOR
Filed April 9, 1935.

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

Madison Brown, attorney,	(	
vs.	(	Cause No. 2976.
Earl Thompson, and Adelaide Thompson, his wife.	(	

To the Honorable, the Judges of said Court:-

The report of Edwin H. Brown, junior, as the special auditor, appointed in the above cause to state the within account, unto Your Honors respectfully sets forth:

That the mortgage described in this cause and under which the sale of this cause was made was given by Earl Thompson, one of the defendants, to John R. Benton, who assigned the mortgage to the plaintiff for collection of the mortgage debt by foreclosure of the mortgage and it appears from the proceedings that the sale of this cause was made for that purpose and did not produce sufficient money to pay the costs incident to the sale and the mortgage debt due on the day of sale.

That it appears from a paper filed in the cause that the said John R. Benton died March 19, 1934, that administration on his estate has been granted to John C. Benton and George R. Benton as executors of his will, and that these executors and Madison Brown, the plaintiff mentioned, have directed your special auditor to distribute the net proceeds of the sale or the amount applicable to the payment of the mortgage debt unto said executors (to whom the same must be paid by the vendor and plaintiff) instead of unto Madison Brown as assignee and attorney for the collection of the debt above stated.

That in the within account your auditor has charged Madison Brown the vendor of the cause, with the gross proceeds of the sales made by him per his report filed herein and has then allowed him thereout his commissions for making the sale, the costs of these proceedings, the cost of his bond and the charges of his auctioneer, the cost of advertising notice of the sale, taxes on the property sold for years 1932 and 1933 and the fee of the auditor, the balance remaining is then distributed unto the said executors per instructions above mentioned on account of the mortgage debt due on the day of sale.

The auditor appends a statement showing the balance due by Earl Thompson to said executors after the sale.

Which is respectfully submitted.

EDWIN H. BROWN JR.
Special Auditor.

Cause No. 2976.

The proceeds of the sale of the mortgaged real estate and of certain personal property of Earle Thompson, the mortgagor making the mortgage mentioned in this cause, in account with Madison Brown, the assignee of said mortgage and the vendor making the sale of both the real and personal property mentioned above under the terms of said mortgage.

	CR.		
1933 Dec. 12	By amount of the gross sale of said real estate	$1,200.00	
	By amount of the gross sale of said personal property	430.00	
	TOTAL SALE per report of sale filed herein	$1,630.00	$1,630.00

	DR.		
" "	To Madison Brown, the vendor, for his commissions for making the sales per terms of said mortgage, the sum of	$104.00	
	To do., for the costs incident to proceedings of this cause as follows:		
	Costs of Wm. H. Carter, clerk, ...	$20.75	
	Appear. fee of plaintiff's attorney	10.00	
	per Clerk's statement exhibited	$30.75	
	Costs of affidavits to statement of mortgage debt, report of sale, and to demurrer filed .	.75	31.50
	To do., for the charges of J. E. Anthony, for crying the sale made, to be paid him per account exhibited		10.00
	To do., for the cost of his bond with corporate surety thereon filed herein to be paid said surety per account for same, the sum of		20.00
	To do., for the cost of advertising in The Queen Anne's Record notice of the sale made and the order nisi passed thereon, per account for same exhibited		14.63
	To do., for the cost of advertising the order nisi to be passed as to this audit, to wit:		2.50

To do., for the State and County taxes on the property sold to be paid by said vendor per terms of sale, per accounts for same exhibited,			
for year 1932	$10.00		
for year 1933	6.60	16.60	
To Edwin H. Brown, special, auditor, for stating this account, the sum of		9.00	
		$208.23	
To John C. Benton and George R. Benton, executors of the will of John R. Benton, mortgagee, in part payment of the claim of said mortgagee under said mortgage, this balance, to wit:		1,42177	
		$ 1,630.00	$1,630.00

Edwin H. Brown Jr.
Special Auditor.

Cause No. 2976.

STATEMENT OF MORTGAGE DEBT.

Earl Thompson, mortgagor making the mortgage of this cause,
to
John C. Benton and George R. Benton, executors of last will and testament of John R. Benton, the mortgagee to whom said Earl Thompson gave the mortgage of this cause.

1933
Dec. 12 To amount of the principal debt due under said mortgage and to amount of interest due under said mortgage on this date, the day of sale, per amended statement of mortgage debt made by said executors and filed in this cause, to wit: $1,456.22

CR. By net proceeds of sales of this cause applicable to said debt per within and aforegoing audit, to wit: 1,421.77

DR. To balance due by said Earl Thompson to said executors bearing interest from December 12, 1933, to wit: . . . .$ 34.45

EDWIN H. BROWN JR.
Special Auditor.

April 9, 1935.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Earl Thompson and Adelaide Thompson, his wife	IN EQUITY
	CASE No. 2976 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 Edwin H. Brown, Jr., Special 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.

Cause No. 2734.

QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the Twelfth day of January, in the year nineteen hundred and twenty-eight, the following Bill of Complaint was filed for record, to wit:-

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN EQUITY.

Ola D. Moore and Harry B. Moore, her husband, Bertie D. Ewing and Lawrence S. Ewing , her husband, Elva D. Turner and Thompson G. Turner, her husband,
PLAINTIFFS.

VS.

Elsie D. Draper and Harry P. Draper, her husband, Frank W. Draper, Jr. and William R. Horney, Trustee of Frank W. Draper, Jr. under Deed of Trust for benefit of Creditors, The Centreville National Bank of Maryland, a body corporate, incorporated under the Laws of Congress of the United States, Andrew Reiter & Company, a body corporate, incorporated under the Laws of the State of Maryland, The Gerlach Barklow Company, a body corporate, incorporated under the laws of the State of Illinois, Swift & Company, a body corporate, incorporated under the laws of Illinois, J. W. Bromner, W. T. Marvel and R. K. Headley, co-partners, trading as Bronner, Marvel & Headley, of the City of Baltimore, State of Maryland, Wilson Martin & Company, a body corporate, duly incorporated under the Laws of the State of Delaware, Colgate & Company, a body corporate, duly incorporated under the Laws of the State of New York, The Western Toy Company, a body corporate, duly incorporated under the Laws of the State of Michigan, Joseph Kaufman and Harry Kaufman, co-partners trading as Louis Kaufman & Sons of the City of Baltimore, State of Maryland, Shafer & Company, a body corporate, duly incorporated under the laws of the State of Maryland, William T. Bishop of Queen Anne's County, Maryland, C. H. Dean of Talbot County, State of Maryland, Walter T. Wright and R. E. C. Lowe, co-partners, trading as Wright and Lowe of Queen Anne's County, Maryland, Earle R. Bishop of Queen Anne's County, State of Maryland, and B. H. Turner of Queen Anne's County, Maryland and E. Josephine Perry, of Queen Anne's County, Maryland.
DEFENDANTS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of your Orators, respectfully shows:

First, That by the terms of the Last Will and Testament of Peter Draper, late of Queen Anne's County, deceased, duly admitted to probate by the Orphans' Court of Queen Anne's County, on the tenth day of March, 1892, and recorded in the office of the Register of Wills for said County, a certified copy of which is filed herewith and prayed to be taken as a part hereof, as Exhibit A. there was devised unto Franklin W. Draper for and during the term of his natural life, then to his children forever, the hereinafter described land; to wit: All that farm situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the road leading from Centreville to Queenstown and on the road leading from said road into Wright's Neck, containing two hundred and twenty two acres of land, more or less, and being the same land purchased by said Peter Draper from B. Palmer Keating and P. H. Feddeman, Jr.

First A, That the said Franklin W. Draper married one Janie A. Dulin, both of whom are now living and they have living at this time the following children, to wit:- Ola D. Moore who married Harry B. Moore, Bertie D. Ewing who married Lawrence S. Ewing and Elva D. Turner who married Thompson G. Turner, who are the Plaintiffs in this case and all of whom are over twenty one years of age, and Harry P. Draper who married one Elsie D. Orrell and Frank W. Draper, Jr., all of the above are over twenty one years of age and the said Harry P. Draper and Elsie D. Draper reside in Queen Anne's County and Frank W. Draper , Jr. resides in the City of Washington, District of Columbia.

Second, That Franklin W. Draper, by deed bearing date the twenty fifth day of June, 1894 conveyed unto Janie A. Draper, his wife, his life estate, a certified copy of said deed being filed herewith and prayed to be taken as a part hereof marked Exhibit B.

Third, That said Janie A. Draper, together with her husband, F. W. Draper, conveyed the aforesaid life estate of Franklin W. Draper by deed dated October 26th, 1901 unto H. P. Draper, a certified copy of said deed being filed herewith marked Exhibit C.

Fourth, That said Harry P. Draper, Janie A. Draper and Frank W. Draper, by deed dated the first day of November 1902 conveyed the aforesaid life estate of Franklin W. Draper unto William B. Dulin, a certified copy of said conveyance being filed herewith and prayed to be taken as part hereof as Exhibit D.

Fifth, That by deed dated the eighteenth day of June in the year nineteen hundred and nine, W. B. Dulin conveyed the aforesaid life estate in aforesaid land unto Frank W. Draper, a certified copy of said deed being filed herewith and prayed to be taken as a part hereof marked Exhibit E.

Sixth, That H. P. Draper and Elsie D. Draper, his wife by deed dated November 30th, 1915 did convey the undivided interest in the remainder of Harry P. Draper unto W. Cookman Orrell, a certified copy of said deed being filed herewith and prayed to be taken as part hereof marked Exhibit F.

Seventh, That W. Cookman Orrell, by his deed dated the 15th day of November 1915, granted and conveyed the interest of H. P. Draper unto Elsie D. Draper, a certified copy of said deed being filed herewith and prayed to be taken as a part hereof marked Exhibit G.

Eighth, That F. W. Draper by deed dated May 18th, 1927 conveyed his life estate in said farm unto Elsie D. Draper, thereby giving unto Elsie D. Draper, not only the interest previously held by her as described, aforesaid marked Exhibit G. but also this life estate of Franklin W. Draper, a certified copy of said deed being filed herewith and marked Exhibit H. and prayed to be made part hereof.

Ninth, That Frank W. Draper, Jr. granted and conveyed all his interest and estate in and to this property, hereafter described by Deed of Trust unto William R. Horney, a certified copy of said Deed of Trust is filed herewith and prayed to be taken as part hereof marked Exhibit I.

Tenth, Therefor up to this point we find Elsie D. Draper seized and possessed of life estate of Franklin W. Draper and the interest of H. P. Draper in remainder; William R. Horney as Trustee for the benefit of the Creditors of Frank W. Draper, Jr. seized and possessed of the estate in the remainder of said Frank W. Draper, Jr.

Eleventh, That Ola D. Moore is seized and possessed of an undivided interest in remainder in the said hereinbefore described lands subject to the life estate of Franklin W. Draper of which Elsie D. Draper is now seized.

Twelfth, That Bertie D. Ewing is seized and possessed of an undivided interest in remainder in said hereinbefore described land subject to the life estate of Franklin W. Draper of which said Elsie D. Draper is seized and possessed and also subject to the operation and effect of a certain judgment lien obtained against Lawrence S. Ewing, (he being the husband of the said Bertie D. Ewing) by The Centreville National Bank of Maryland, said judgment being for the sum of one hundred and eight dollars and twenty six cents, with interest, and seven dollars and seventy five cents costs and being described here as #34 Appearances July Term 1927, the inchoate interest of Lawrence S. Ewing, only being affected.

Thirteenth, That Elsie D. Draper is seized as aforesaid in said land, subject however to the operation and effect of certain judgments procured at sundry times against her as follows, to wit:-

Wilson, Martin & Company vs Frank W. Draper, Jr., Elsie D. Draper, trading as Draper and Draper, said judgment being dated October 20th, 1922 and for the sum of $94.94 with interest and $2.00 cost, said judgment being recorded in Liber S. S. 1 folio 314, a Judtice of the Peace judgment record book of Queen Anne's County aforesaid.

Wilson, Martin & Company vs Frank W. Draper, Jr. Elsie D. Draper, trading as Draper & Draper, said judgment being dated January 22, 1923 and for the sum of $287.21 with interest and $9.05 costs, said judgment being #99 Trials, January term 1923.

E. Josephine Perry vs Elsie D. Draper, Frank W. Draper Jr. Janie A. Draper, Harry P. Draper and Frank W. Draper, said judgment being dated June 17th, 1927 and for the sum of $628.99 with interest and $7.85 costs, said judgment being #19 Appearances May term 1927.

The Centreville National Bank vs Elsie D. Draper, H. P. Draper, F. W. Draper, Jr., F. W. Draper and Janie A. Draper, said judgment being dated September 8th, 1927 and for the sum of $270.77 with interest and costs $7.85, said judgment being #39 Appearances, July term 1927.

The Centreville National Bank of Maryland vs Elsie D. Draper, said judgment being dated September 9th, 1927 and for the sum of $680.10 with interest and $7.45 costs, said judgment being #44 appearances, July term 1927.

Fourteenth, That Elva D. Turner is seized and possessed of an undivided interest in remainder in said hereinbefore described lands subject to the life estate of Franklin W. Draper of which Elsie D. Draper is now seized and subject to the operation and effect of certain judgments procured at sundry times against her as follows, to wit:

W. T. Bishop vs Elva D. Turner and Thompson G. Turner, said judgment being dated September 24th, 1921 for the sum of $346.32 with interest and costs, said judgment being #24 Appearances, July Term 1920.

Swift & Company vs Elva D. Turner and Thompson G. Turner, dated December 3rd, 1921 for the sum of $346.32 with interest and costs, said judgment being #35 Appearances November term 1921.

Swift & Company vs Elva D. Turner and Thompson G. Turner, dated December 3rd, 1921 for the sum of $365.85 with interest and costs.

C. H. Dean vs Elva D. Turner and Thompson G. Turner, dated July 2nd, 1922 for the sum of $1078.68.

Wright & Lowe vs Elva D. Turner and Thompson G. Turner dated October 13th, 1921 for the sum of $235.40 with interest and costs, July term 1922, Appearances #68.

Earle R. Bishop vs Elva D. Turner and Thompson G. Turner, dated February 2nd, 1923 for the sum of $817.82 with interest and costs, January term 1923 #25 Appearances.

Earle R. Bishop vs Elva D. Turner and Thompson G. Turner, dated February 2nd, 1923 for the sum of $57.16, said judgment being recorded in Liber S. S. #1, a Justice of the Peace Judgment record book of County aforesaid.

B. Hackett Turner vs Thompson G. Turner and Elva D. Turner, dated September 24th, 1927 for the sum of $115.00, said judgment being #46 Appearances July term 1927, costs being $7.65.

Swift and Company vs Elva D. Turner and Thompson G. Turner dated December 3rd, 1921 #35 appearnces November Term 1921 for $346.32.

Fifteenth, That the said Frank W. Draper, Jr. is seized as aforesaid in said land subject however, to the operation and effect of certain judgments procured at sundry times against him as follows, to wit:

Shafer & Company, a body corporate, successor of Jones & Lambler, a body corporate, vs F. W. Draper, Jr., et. al. said judgment being dated January 8, 1923 for the sum of $67.52 with interest and $2.00 cost and being recorded in S. S. No. 1 folio 349 a Justice of the Peace Judgment Record Book for Queen Anne's County.

Wilson Martin & Company vs F. W. Draper, Jr., et al. said judgment being dated July 28th, 1922 for the sum of $47.10 with interest and $2.00 costs said judgment being recorded in Liber S. S. No. 1 folio 310, a Justice of the Peace Judgment Record Book for Queen Anne's County.

Joseph Kaufman, Harry Kaufman, trading as Louis Kaufman & Sons, vs Frank W. Draper, Jr. et. al. said judgment being dated July 17th, 1922 for the sum of $212.41 with interest and $14.70 costs being #68 Trials July term 1922.

Western Toy Company vs F. W. Draper, Jr. et. al. said judgment being dated May 1924 for the sum of $16.00 with interest and $18.55 costs, being No. Appeals, May Term 1924.

Wilson Martin & Company vs F. W. Draper, Jr. et. al. said judgment being dated January 22, 1923 for the sum of $287.21 with interest and $9.05, being #99 Trials January term 1923.

Colgate & Company vs F. W. Draper, Jr. et al. said judgment being dated November 6th, 1922 for the sum of $181.57 with interest and $10.55 costs being #79 trials November term 1922.

Wilson Martin & Company vs F. W. Draper, Jr. et. al. said judgment being dated October 20th, 1922 and for the sum of $94.94 with interest and $2.00 costs and being recorded in Liber S. S. No. 1 folio 314 &c. a Justice of the Peace Judgment Record for Queen Anne's County aforesaid.

J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners vs F. W. Draper, Jr. et. al. said judgment being dated May 12th, 1922 for the sum of $97.56 with interest and $2.00 costs, said judgment being recorded in Liber S. S. No. 1 folio 311, a Justice of the Peace Judgment Record for Queen Anne's County aforesaid.

Swift & Company vs Frank W. Draper, Jr. et. al. said judgment being dated May 12th, 1922 for the sum of $96.48 with interest and costs, said judgment being recorded in Liber S. S. No. 1 folio 311, a Justice of the Peace Judgment Record Book for Queen Anne's County aforesaid.

The Gerlach Barklow Company vs F. W. Draper, Jr. et. al. dated August 4th, 1922 for the sum of $63.12 with interest and $2.00 costs, said judgment being recorded in Liber S. S. No. folio 310 a Justice of the Peace Judgment record book for Queen Anne's County, aforesaid.

Andrew Reiter & Company vs F. W. Draper, Jr. for the sum of $387.54 with interest and costs, said judgment being No. 53 Trials January term 1927.

The Centreville National Bank vs Frank W. Draper, Jr. et. al. dated September 8, 1927 for the sum of $270.77 with interest and $7.85 costs, said judgment being #39 Appearances, July term 1927.

Sixteenth, Your Orators aver and allege that it will be to the interest and advantage of all parties interested in the Real Estate hereinbefore described, as all of said parties in being are parties to this suit, that said land be sold under a decree of this Honorable Court, and that the proceeds arsiing therefrom shall be invested or distributed so that it will inure in like manner as by the original grant to the use of the parties who would be entitled to the use of land so sold.

To the End Therefore

1st, That a decree may be passed for the sale of said land, free and clear of all incumbrances.

2nd, That proceeds arising from said land shall be invested or distributed according to the terms of the will of Peter Draper.

3rd, That your Orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators an order of publication giving notice to the said Frank W. Draper, Jr. who is a non-resident residing in Washington, District of Columbia, to the said The Gerlach Barklow Company, a body corporate of the State of Illinois, which is a non-resident, to the said Swift and Company, a body corporate of the State of Illinois, which is a non-resident, to the said Wilson, Martin and Company, a body corporate of the State of Delaware, which is a non-resident, to the said Colgate and Company, a body corporate of the State of New York, which is a non-resident, to the said The Western Toy Company, a body corporate, of the State of Michigan, which is a non resident, of the substance and object of the bill, and warning them and each of them to appear in this Court in person, or by solicitor, on or before a certain day, to answer the premises, and show cause if any they have, why a decree ought not to pass as prayed; and also a writ of subpoena against the said Elsie D. Draper, William R. Horney, Trustee of Frank W. Draper, Jr., The Centreville National Bank of Maryland, William T. Bishop, Walter T. Wright and R. E. C. Lowe, co-partners late trading as Wright & Lowe, Earle R. Bishop, B. Hackett Turner and E. Josephine Perry, all of Queen Anne's County, State of Maryland and Charles H. Dean of Talbot County, State of Maryland and Andrew Reiter & Company, a body corporate with principal office in Baltimore City, State of Maryland, J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners trading as Bronner, Marvel and Headley, of the city of Baltimore, State of Maryland, Joseph Kaufman and Harry Kaufman, co-partners trading as Louis Kaufman and Sons, of the City of Baltimore State of Maryland, Shafer and Company, a body corporate, with principal office in the City of Baltimore, State of Maryland, commanding them and each of them to appear in this court at some day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound &c.

JAMES T. EARLE
Solicitor for Complainants.

EX. A
Certified copy of Last Will and Testament
of Peter Draper together with Codicil thereto
attached.
Filed Jan. 12, 1928.

CERTIFIED COPY OF WILL OF PETER DRAPER, DECEASED.

In the name of God Amen, I, Peter Draper of Queen Anne's County in the State of Maryland, being of sound and disposing mind, memory and understanding, do make publish and declare this as for my last will and testament revoking all wills by me heretofore made and ratifying and confirming this as for my last will and testament in manner and form following, that is to say;

ITEM 1. After the payment of my personal expenses and just debts by my Executor hereinafter named, I, give, devise and bequeath to my wife Julia Ann Draper as her sole property all my household and kitchen furniture, also my mare "Lade" and my York carriage, Harness, Robe, Whip, etc: also all provisions which may be laid in at the time of my deceased for family use. I give and devise to my said wife Julia Ann Draper during her natural life or during her widowhood all that farm or tract of land known as the Skinner farm situate in the third election district of Queen Anne's County, near Wye Mills adjoining the lands of John H. Rhodes, P. H. Golt and containing 243 acres of land, more or less. If my said wife Julia Ann Draper should marry again after my decease, it is my will that in that in that

event that said Skinner farm shall decend to my daughter Emma Amanda Draper to her heirs forever, or if my said wife Julia Ann Draper should die before the decease of my said daughter Emma Amanda Draper then and in that event also I give and devise said farm to my said daughter Emma Amanda Draper in fee simple, but if my said daughter Emma Amanda Draper should die leaving no issue before the decease of my wife Julia Ann Draper or before the remarriage of my said wife then it is my will that upon the decease or remarriage of my said wife, the said Skinner farm shall be equally divided between my remaining children, the child or children of a deceased child to take the share of said child.

ITEM 3. I give and devise to my son Franklin W. Draper during the term of his natural life the farm whereon he now resides which was purchased by me from B. Palmer Keating and P. H. Feddeman Jr. situate on the public road leading from Centreville to Queenstown and on the road leading from said road into Wrights Neck containing 222 acres of land more or less upon the decease of my said son Franklin W. Draper then I give and devise said farm to the children of said Franklin W. Draper to them and their heirs forever.

ITEM 4. I give and devise to my daughter Josephine Elizabeth Wilson, widow of Marion D. Wilson, deceased, the farm known as the gove creek farm adjoining the lands of Dr. Joseph A. Holton and others and containing 185 acres of land more or less to her and her heirs forever. It is my will that my said daughter Josephine Elizabeth Wilson shall pay unto my daughter Anna Bishop wife of Risdon Bishop the sum of four hundred dollars within six months after my decease, with interest thereon from the date of my decease and this is made a charge against the said Grove Creek Farm.

Item 5. I give and devise to my daughter Anna Bishop wife of Risdon Bishop the farm known as the Story farm situate on the public road leading from Ashland (or Hayden) Station to Church Hill adjoining the lands of the heirs of Isaac Hayden, deceased, the heirs of James T. Brown, deceased and others to her and her heirs forever.

ITEM6. I give and devise to my grand daughter May Florence Mullikin, daughter of Henry Mullikin the lot of land, dwelling house, out buildings and other improvements thereon situate at Queen Anne's Station where I now reside to her and her heirs forever.

ITEM 7. I give and bequeath to Otis Herbert Draper in equal proportions the claim or claims held by me against the estate of their deceased father Walter J. Draper whatever part of said claim or claims may have been paid to me during my lifetime by the Executor of said Walter J. Draper I require my Executor to pay to said Otis Herbert Draper and Elsie B. Draper or to their guardian for them and to collect the balance remaining unpaid at the time of my decease and pay same also to said Otis Herbit and Elsie B. Draper or their guardian for them.

ITEM 8. I give and bequeath to my grand children Sarah Elizabeth Eaton and Josephine Louisa Eaton each the sum of fifteen hundred dollars which my executor is hereby authorized and directed to pay out of my personal estate and lastly I hereby constitute and appoint William W. Busteed to be the executor of this my last will and testament:

In witness whereof I have hereunto signed and sealed this instrument and published and declared the same to be my last will and testament this twenty first day of November in the year of our Lord eighteen hundred and ninety one.

PETER his X mark DRAPER (SEAL)

Signed, sealed, published and declared by the above testator Peter Draper as for his last will and testament in our presence and we in his presence and at his request and in the presence of each other have hereunto subscribed our names as witnesses.

W. E. Mason
G. L. Harley
Chas. Rhodes

CODICIL: Whereas I, Peter Draper am desireous to change or add one clause to the provisions of my last will and testament dated on this twenty first day of November eighteen hundred and ninety one, I do hereby make this codicil thereto.

Whereas I have bequeathed two my grand children Sadie and Josephine the sum of fifteen hundred dollars each I wish it so understood if one of said children should die without heirs her property shall revert to her sister, and in case both should die without heirs then said property shall revert back to my four children. witness my hand and seal the day and date above named.

PETER his X mark DRAPER

Wm. E. Mason
G. L. Harley
Chas. Rhodes
Witnesses

Queen Anne's County, Sct:

10 day of March A. D. 1892

Then came W. E. Mason and Chas. Rhodes subscribing witnesses to the aforegoing last will and testament of Peter Draper late of the county aforesaid, deceased and they made oath on the Holy Evangely of the Almighty God that they did see the testator therein named sign and seal the said will: that they heard him publish, pronounce and declare the same to be his last will and testament and and that at the time of his so doing he was to the of their apprehension of sound and disposing mind memory and understanding and that they together with G. L. Harley the other subscribing witnesses respectfully subscribed their names as witnesses to said will in the presence and at the request of the said testator and in the presence of each other

Finley Roberts
Register of Wills for A. A. Co.

Queen Anne's County, sct:

10 day of March A. D. 1892

Then came W. W. Busteed the Executor named in the aforegoing will and made oath on the Holy Evangely of Almighty God that that he does not know of any will or codicil to a will of the said Peter Draper late of the county aforesaid, deceased, other than the aforegoing instrument of writing and that said will was placed in his keeping by said testator after its execution.

Finley Roberts
Register of Wills for Queen Anne's Co.

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

The Register of Wills for Queen Anne's County aforesaid doth hereby certify that the within and aforegoing instrument of writing is a true and whole copy of the Last Will and Testament and the Codicil thereto attached and the probate thereof of Peter Draper, deceased, said last will and Testament and the Codicil attached being recorded among the Will Records for County aforesaid in Liber F. R. folio 20 as will fully appear from the aforesaid Liber and folio.

In testimony whereof, I hereunto subscribe my name and the seal of the Oprhans' Court this 12th day of October, 1927.

Seal's
Place.

WM. T. BISHOP

EXHIBIT B
Certified Copy of Deed
Filed Jan. 8, 1928.

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

This Deed, made this 25" day of June, in the year eighteen hundred and ninety four, by me Francis W. Draper of Queen Anne's County, Maryland, witnesseth: Whereas I am indebted unto Janie A. Draper, my wife, for money borrowed at sundry times, which money I have failed to return, and in consideration of the premises and of the sum of one dollar, I, the said Francis W. Draper do hereby grant and convey unto the said Janie Draper, all my right, title and interest in and to my life estate in and to the following described real estate and growing crops thereon, same having been devised to me by the last will and testament of my father the late Peter Draper decd. which will is duly probated, filed and recorded in the Record Book of Wills of said Queen Anne's County, said real estate being the same described in a deed from B. Palmer and Eleanora L. Keating, his wife, P. Henry Feddeman, Jr. and Mary E. Feddeman, his wife, to said Peter Draper, in said deed fully described by metes, bounds and distances, and there titled as the "Hammond Farm".

Witness my hand and seal the day and date above mentioned-

Witness: R. Hopper Smith. F. W. Draper (SEAL)

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

I hereby certify that on this 25" day of June, 1894, before me, a Justice of the Peace in and for Queen Anne's County aforesaid, personally appeared Francis W. Draper aforesaid, and did acknowledge the aforegoing deed to be his act. I further certify that the interlineation therein was made before the execution of this deed.

R. Hopper Smith, J. P.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, fol. 313, a Land Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of September, in the year 1927.

B. HACKETT TURNER Clerk

Seal's
place.

EXHIBIT C.
Certified Copy of Deed
Filed Jan. 12, 1928.

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

This Deed, made this 26th. day of October, in the year nineteen hundred and one by me, Janie A. Draper wife of Francis W. Draper of Queen Anne's County, Maryland, Witnesseth: I, the said Janie A. Draper in consideration of natural love and affection for my son Harry P. Draper, do hereby grant and convey unto him the said Harry P. Draper, all of my right, title and interest in and to the following described real estate, including all rents, profits, or growing crops thereon, all that tract or parcel of land or farm situate in 3rd. Election District of said County on the right of the public road leading from Centreville to Queenstown, being same land devised to Francis W. Draper by the last will and testament of the late Peter Draper, decd. duly recorded in the Record Book of Wills of said County said real estate also described in deed from B. Palmer Keating and Elnora L. Keating, his wife and Henry P. Feddeman Jr. and Mary E. Feddeman, his wife to said Peter Draper in said deed being fully described by metes, bounds and distances, and there titled as Hammond Farm, being the same estate deeded to me by my husband Francis W. Draper on the 25th day of June, eighteen hundred and ninety four and duly recorded in the land record books of Queen Anne's County.

Witness our hands and seals.

Janie A. Draper (SEAL)

Test: R. Hopper Smith F. W. Draper (SEAL)

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

I hereby certify that on this 23rd. day of April, in the year 1902, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Janie A. Draper, and F. A. Draper, and each acknowledged the foregoing deed to be their respective act.

R. Hopper Smith. J. P.

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

I hereby certify that the aforegoing is truly taken and copied from Liber J. E. G. No. 3, fol. 180, a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 23rd day of September, in the year 1927.

Seal's
Place.

B. HACKETT TURNER
Clerk.

EXHIBIT D
Certified Copy of Deed
Filed Jan. 12, 1928.

Queen Anne's County, to wit: Be it remembered that on the first day of November, in the year nineteen Hundred and two the following Deed was brought to be recorded, to wit:

This Deed of Conveyance, made this 1st. day of November, in the year Nineteen hundred and two, by Janie A. Draper and Frank W. Draper, her husband, and Harry P. Draper, all of Queen Anne's County, in the State of Maryland. Witnesseth that, for and in consideration of the sum of twenty two hundred and seventy six dollars and thirty five cents, we, the said Janie A. Draper and Frank W. Draper, her husband, and Harry P. Draper do hereby grant and convey unto William B. Dulin, of Talbot County, in the State if Maryland, all our right, title, interest and estate in and to the following real estate, to wit:

All that farm or tract of land situate in the 3rd. Election District of Queen Anne's County, Maryland, on the right or north side of the public road leading from Centreville to Queenstown, adjoining the lands of Oliver C. Clark, the McKenney heirs and others, and known as the "Hammond" farm, containing two hundred and twenty five acres of land, more or less, being the same farm or tract of land conveyed to the said Janie A. Draper by Frank W. Draper, by deed bearing date the 25th. day of June, in the year 1894, and recorded in Liber W. H. C. No. 1, folios 318 &c., a Land Record Book for Queen Anne's County, Maryland, and also the same property conveyed to the said Harry P. Draper by the said Janie A. Draper by deed dated October 26th. 1901, and recorded among the aforesaid Land Records in Liber J. E. G. No. 3, folio 180. The said Harry P. Draper joined in the execution of this Deed only for the purpose of conveying to the said William B. Dulin whatever interest he may have in the above described real estate by virtue of the aforesaid deed to him from the said Janie A. Draper, and not otherwise.

Witness our hands and seals.

Janie A. Draper (SEAL)
Frank W. Draper (SEAL)
Harry P. Draper (SEAL)

Test: R. Hopper Smith.

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

I hereby certify that on this first day of November, in the year nineteen hundred and two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Janie A. Draper and Frank W. Draper, her husband, and Harry P. Draper, and did each acknowledge the aforegoing deed to be their respective act.

R. Hopper Smith.
Justice of the Peace.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber J. E. G. #4, folio 166 etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd day of September, in the year nineteen hundred and twenty seven.

Seal's Place.

B. HACKETT TURNER Clerk.

EXHIBIT E
Certified Copy of Deed
Filed Jan. 12, 1928.

#1099. QUEEN ANNE'S COUNTY, to wit;
Be it remembered that on the 20th. day of June, in the year nineteen hundred and ten, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this eighteenth day of June in the year nineteen hundred and nine, by William B. Dulin, of Talbot County, in the State of Maryland, WITNESSETH: that for and in consideration of the sum of one dollar, and other good and valuable considerations from the grantee to the grantor moving, I, the said WILLIAM B. DULIN, do hereby grant and convey, and transfer and assigns unto FRANK W. DRAPER, all my right, title, and estate, in and to the following real estate, to wit:- All that farm, tract or part of a tract of land situate, lying and being in the third election district of Queen Anne's County, Maryland, whereon the said Frank W. Draper now resides, on the right or north side of the public road leading from Centreville to Queenstown, adjoining the "White House Farm", the "Dill Lot", and the "Green Lots" Farm of the William McKenney heirs, and the farm of Oliver C. Clark, and facing on the Wright's Neck road, containing two hundred and twenty two and one-half acres of land, more or less.

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

Witness my hand and seal the day and year first above written.

Test: John B. Fairbank. WILLIAM B. DULIN (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:-

I HEREBY CERTIFY that on this 18th. day of June, in the year nineteen hundred and nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Talbot County, personally appeared William B. Dulin and acknowledged the aforegoing Deed to be his act.

JOHN B. FAIRBANK,
JUSTICE OF THE PEACE.

STATE OF MARYLAND, TALBOT COUNTY, to wit:-

I, F. G. WRIGHTSON, Clerk of the Circuit Court for Talbot County, (the same being a Court of Record) DO HEREBY CERTIFY that John B. Fairbank, Esquire, before whom the annexed acknowledgment was made, and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland in and for said County and residing therein, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments of Deeds, &c., for record, and that his signature thereto subscribed is genuine.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County, at Easton, on this 25th day of June, A. D. 1910.

Circuit
Seal.
Court.

F. G. WRIGHTSON

CLERK OF THE CIRCUIT COURT FOR TALBOT COUNTY.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber S. S. #8, folio 162, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of September, in the year nineteen hundred and twenty seven.

B. HACKETT TURNER Clerk.

Seal's
place.

EXHIBIT F.
CERTIFIED COPY OF DEED
Filed January 12, 1928.

#5285. Queen Anne's County, to wit: Be it remembered that on the first day of December, in the year nineteen hundred and fifteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this thirtieth day of November, in the year nineteen hundred and fifteen by Harry P. Draper and Elsie D. Draper, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: that in consideration of the sum of ten dollars, and other good and valuable considerations in hand paid, the said Harry P. Draper and Elsie D. Draper, his wife, do hereby grant and convey unto W. Cookman Orrell, his heirs and assigns, in fee simple, the hereinafter described real estate, to wit:

All my undivided right, title, interest and estate in remainder in and to all that farm, tract or parcel of land situate in the third election district of Queen Anne's County on the right of the public road leading from Centreville to Queenstown and known as the Hammond Farm, and being the same land devised to Francis W. Draper by the last will and testament of the late Peter W. Draper, deceased, duly recorded in the Record book of Wills of said county, said real estate also described by deed from B. Palmer Keating et al, yo said Peter W. Draper, said land being fully described by metes and bounds, and duly recorded among the land records of Queen Anne's County, to which deed especial reference is made for a full and more complete description of said property.

TOGETHER with all rights, ways, waters, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

AND the said Harry P. Draper hereby covenants the property hereby granted and conveyed and will execute such further assurances of title as may be necessary and requisite.

Witness our hands and seals this day of November, in the year nineteen hundred and fifteen.

Elsie D. Draper (SEAL)
H. P. Draper (SEAL)

Test: Wm. E. Thompson.

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

I hereby certify that on this thirtieth day of November, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Harry P. Draper and Elsie D. Draper, his wife, and acknowledged the aforegoing deed to be their respective act.

Wm. E. Thompson
Justice of the Peace.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 8, fol. 160, a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of September, in the year 1927.

Seal's Place.

B. HACKETT TURNER Clerk

EXHIBIT G
Certified Copy of Deed
Filed Jan. 12, 1928.

#5308. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the seventeenth day of December, in the year nineteen hundred and fifteen the following Deed was brought to be recorded, to wit:-

THIS DEED, made this fifteenth day of November, in the year nineteen hundred and fifteen by W. Cookman Orrell, oc Queen Anne's County, State of Maryland.

WITNESSETH: that in consideration of the sum of ten dollars the receipt of which is hereby acknowledged, the said W. Cookman Orrell does grant and convey unto Elsie D. Draper, her heirs and assigns, in fee simple, the hereinafter described real estate, to wit:- All my right, title, interest and estate in and to all that farm, tract or parcel of land, situate in the Third Election District of Queen Anne's County on the right of the public road leading from Centreville to Queenstown and known as the Hammond Farm, and being the same land devised to Francis W. Draper by the last will and testsment of the late Peter W. Draper, deceased, duly recorded in the Record Book of Wills for said County; said real estate also described by deed from B. Palmer Keating et al, to said Peter W. Draper, said land being fully described by metes and bounds and duly recorded among the land records of Queen Anne's County, to which deed special reference is

made for a full and more complete description of said property; and being the same property granted and conveyed by Harry P. Draper and Elsie D. Draper, his wife, to W. Cookman Orrell, by deed of even date herewith and intended to be recorded among the land records of Queen Anne's County immediately preceding this deed.

TOGETHER with all rights, ways, waters, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

AND the said W. Cookman Orrell hereby covenants the property hereby granted and conveyed, and will execute such further assurances of title as may be necessary or requisite.

Witness my hand and seal this fifteenth day of November, in the year nineteen hundred and fifteen.

Test: Wm. E. Thompson. W. Cookman Orrell (SEAL)

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

I hereby certify that on this fifteenth day of November, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared W. Cookman Orrell, and acknowledged the aforegoing deed to be his act.

Wm. E. Thompson
Justice of the Peace.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 8, fol. 196 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of September, in the year 1927.

Seal's Place. B. Hackett Turner Clerk

EXHIBIT H
Certified copy of Deed
Filed Jan. 12, 1928.

#12,451. 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 18th. day of May, in the year nineteen hundred and twenty-seven, the following Deed was brought to be recorded, to wit:

T H I S D E E D, made this eighteenth day of May, in the year nineteen hundred and twenty seven, by Franklin W. Draper, of Queen Anne's County, State of Maryland;

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipts of which are hereby acknowledged, the said Franklin W. Draper does hereby grant and convey unto Elsie D. Draper, of Queen Anne's County aforesaid, her heirs and assigns, all the right, title, interest and estate of the said Franklin W. Draper, to wit: an estate for and during the natural life of him, the said Franklin W. Draper, of, in and to the following described real estate, to wit:

ALL that tract of land or farm, known as "The Hammond Farm" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the right or north side of the public road leading from Centreville to Queenstown and on the road leading from said public road to Wright's Neck, containing two hundred and twenty two acres of land, more or less, being the same land which was devised by Peter Draper by his last will and testament bearing date the twenty first day of November, in the year eighteen hundred and ninety one, and recorded in Liber F. R. No. 1, folios 20, etc., a will record book for Queen Anne's County aforesaid, to Franklin W. Draper for and during his, the said Franklin W. Draper's natural life with remainder, upon his death, to the children of the said Franklin W. Draper and their heirs forever.

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

TO HAVE AND TO HOLD the said above granted tract of land or farm unto the said Elsie D. Draper, her heirs and assigns for and during the natural life of the said Franklin W. Draper and no longer.

WITNESS the hand and seal of the Grantor:

TEST: Bertha G. Durney Franklin W. Draper (SEAL)

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

I HEREBY CERTIFY that on this eighteenth day of May, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Franklin W. Draper, and acknowledged the aforegoing DEED to be his act.

BERTHA G. DURNEY
Notary Public.

Notary
Public
Seal.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber B. H. T. #6, folio 525, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of September, in the year nineteen hundred and twenty seven.

B. HACKETT TURNER Clerk

Seal's
Place.

EXHIBIT I
Certified Copy of Deed of Trust
Filed Jan. 12, 1928.

#12,294.

Queen Anne's County, to wit: Be it remembered that on the 24th. day of January, in the year nineteen hundred and twenty seven, the following Deed of Trust was brought to be recorded, to wit:

THIS DEED OF TRUST, made this twenty fourth day of January, in the year nineteen hundred and twenty seven, by Frank W. Draper, Junior, of Queen Anne's County, State of Maryland;

WHEREAS, the said Frank W. Draper, Junior, is indebted unto sundry persons, firms and corporations in various sums of money, and has become and is unable to pay such indebtedness in full;

AND WHEREAS, in order that all the estate property, assets and effects of the said Frank W. Draper, Junior, may be faithfully applied to the payment of his debts, the said Frank W. Draper, Junior, desires to grant, convey, assign, relase and set over to William R. Horney, of Queen Anne's County aforesaid, all the estate and property of every kind and description, real personal and mixed, of which the said Frank W. Draper, Junior, is seized and possessed or in any way entitled to, in trust for the benefit of his creditors as hereinafter set forth:-

NOW, THEREFORE, THIS DEED OF TRUST 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 Frank W. Draper, Junior, does hereby grant, convey, bargain, sell, assign and release to the said William R. Horney, the following property, to wit:-

ALL the stock of groceries and canned goods and all other goods, wares, merchandise and personal property of every kind and description belonging to him, the said Frank W. Draper, Junior, and now in his possession, including all furniture and fixtures, in the store room occupied by him in the town of Centreville, in Queen Anne's County aforesaid; and all other property of every kind and description, real, personal and mixed, in possession, reversion, remainder, or expectancy, all books, debts, books of accounts, bills receivable, promissory notes, contracts, debts, dues, assets and demands of the said Frank W. Draper, Junior, wherever such property, assets and effects may be situated or located.

TO HAVE AND TO HOLD all the said property above mentioned and described to the said William R. Horney, his heirs, successors, personal representatives and assigns, in trust and confidence nevertheless, for the uses and purposes following, that is to say: to take possession of all of said estate, property, assets and effects of every kind and description, and without unnecessary delay, to convert the same into money by the sale of so much thereof as is salable, either at public or private sale, for cash or upon such terms of cash and credit, as he, the said William R. Horney, in the exercise of his judgment may deem right and proper, and by the collection of so much thereof as is collectible, and then to apply the said money and proceeds as follows: first, to the payment of all costs and expenses incident to this trust, including a reasonable commission to the said Trustee for his services according to law in such cases; second, to the payment to the said Frank W. Draper, Junior, of the exemption of one Hundred dollars ($100.00) allowed by law; then in trust to apply the net proceeds of said estate, property, assets and effects of the said Frank W. Draper, Junior, to the payment of the debts due and owing by him, without preference or priority, except as by law provided, if the said net proceeds be sufficient therefor, and, if insufficient, then to the payment of the aforesaid debts pro rate, without preference or priority, except as aforesaid; and if there shall be any balance after the payment of all debts, claims, and demands whatsoever against the said Frank W. Draper, Junior, for which he may be liable, then in trust to pay such balance to the said Frank W. Draper, Junior, his personal representatives or assigns.

And the said Frank W. Draper, Junior, for the full and effectual execution of the trust hereby created, does hereby confer upon the said William R. Horney, trustee as aforesaid, his heirs, successors and assigns, full power to sell, grant, convey or otherwise dispose of all the property of every kind and description, real, personal and mixed, hereby granted, conveyed, bargained, sold, assigned and released, and to make, execute, acknowledge and deliver deeds and conveyances thereof.

And the said Frank W. Draper, Junior, for the purposes aforesaid, does hereby make, constitute and appoint the said William R. Horney his true and lawful attorney, irrevocable, in his name or otherwise, to ask, demand, sue for, receover, collect and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts, evidences of debts or sums of money due, owing or belonging to the said Frank W. Draper, Junior, and hereby granted, conveyed, bargained, sold, assigned and released, and for all receipts and deliveries to make, execute and acknowledge due acquitance, and to compound for any doubtful debts; and further to do all other acts required to be done in the premises as fully and effectually as he, the said Frank W. Draper, Junior, might or could have done if these presents had not been executed.

Witness the hand and seal of the said Frank W. Draper, Junior, the day and year first above written.

Test: Robert Coursey. Frank W. Draper, Jr. (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty fourth day of January, in the year nineteen hundred and twenty seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Frank W. Draper, Junior, and acknowledged the aforegoing Deed of Trust to be his act.

Robert Coursey
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 6, fol. 311 etc. a Land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of September, in the year 1927.

B. Hackett Turner Clerk.

ORDER OF PUBLICATION
Filed Jan. 12, 1928.

ORDER OF PUBLICATION.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN EQUITY.

Ola D. Moore and Harry B. Moore, her husband, Bertie D. Ewing and Lawrence S. Ewing, her husband, Elva D. Turner and Thompson G. Turner, her husband,

PLAINTIFFS.

VS

Elsie D. Draper and Harry P. Draper, her husband, Frank W. Draper, Jr. and William R. Horney, Trustee of Frank W. Draper, Jr. under Deed of Trust for benefit of Creditors, The Centreville National Bank of Maryland, a body corporate, incorporated under the Laws of Congress of the United States, Andrew Reiter & Company, a body corporate, incorporated under the Laws of the State of Maryland, The Gerlach Barklow Company, a body corporate, incorporated under the Laws of the State of Illinois, Swift & Company, a body corporate, incorporated under the laws of Illinois, J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners trading as Bronner, Marvel & Headley, of the City of Baltimore, State of Maryland, Wilson Martin & Company, a body corporate, duly incorporated under the Laws of the State of Delaware, Colgate & Company, a body corporate, duly incorporated under the Laws of the State of New York, The Western Toy Company, a body corporate, duly incorporated under the Laws of the State of Michigan, Joseph Kaufman and Harry Kaufman, co-partners trading as Louis Kaufman & Sons of the City of Baltimore, State of Maryland, Shafer & Company, a body corporate, duly incorporated under the laws of the State of Maryland, William T. Bishop of Queen Anne's County, Maryland, C. H. Dean of Talbot County, State of Maryland, Walter T. Wright and R. E. C. Lowe, co-partners trading as Wright & Lowe of Queen Anne's County, Maryland, Earle R. Bishop of Queen Anne's County, State of Maryland and B. H. Turner of Queen Anne's County, Maryland and E. Josephine Perry, of Queen Anne's County, Maryland,

DEFENDANTS.

The object of this suit is to procure decree for the sale of certain real estate situate in the Third Election District of Queen Anne's County, State of Maryland and which was devised by Peter Draper to Franklin W. Draper and for the investment of the funds arising thereunder or the distribution of same according to the terms of the will of Peter Draper.

The Bill states that by the last Will and Testament of Peter Draper admitted to probate in the Orphans' Court for Queen Anne's County on the tenth day of March 1892 that the farm situate, lying and being in the Third Election District of Queen Anne's County and which he purchased from B. Palmer Keating and P. H. Feddeman, Jr. situated on the road leading from Centreville to Queenstown and containing two hundred and twenty two acres was devised unto Franklin W. Draper for and during the term of his natural life and then to his children forever; that Franklin W. Draper is living and has the following children who are all over twenty one years of age:- Ola D. Moore, Bertie D. Ewing, Elva D. Turner, Harry P. Draper and Frank W. Draper, Jr.; that the said Franklin W. Draper conveyed his life estate in said farm to Janie A. Draper, his wive by deed dated the 25th day of June 1894; that the said Janie A. Draper with her husband F. W. Draper conveyed the aforesaid life estate to H. P. Draper by deed dated October 26th, 1901; that the said H. P. Draper, Janie A. Draper and F. W. Draper, by deed dated the first day of November 1902 conveyed the aforesaid life estate to William B. Dulin; that the said William B. Dulin on the 18th day of June, 1909 conveyed aforesaid life estate back to the said F. W. Draper; that the said F. W. Draper by deed dated May 18th, 1927 conveyed to Elsie D. Draper the life estate of the said F. W. Draper in said real estate; that H. P. Draper and his wife Elsie D. Draper, conveyed the undivided interest in remainder in said farm of Harry P. Draper to W. Cookman Orrell by deed dated November 30th, 1915; that W. Cookman Orrell conveyed the interest in remainder in said real estate of H. P. Draper to Elsie D. Draper by deed dated November 15th, 1915; that Elsie D. Draper, by said conveyance, now holds as a matter of record the life estate of F. W. Draper in said farm and the remainder of Harry P. Draper therein; that Frank W. Draper, Jr. conveyed all of his interest by Deed of Trust to William R. Horney; that Ola D. Moore is seized and possessed of an undivided interest in the remainder

of the aforesaid real estate subject to the life estate of the said Franklin W. Draper of which the said Elsie D. Draper is now seized; that the said Bertie D. Ewing is seized and possessed of an undivided interest in remainder in said real estate subject to the life estate of the said Franklin W. Draper, of which Elsie D. Draper is now seized and possessed; that the said Elsie D. Draper is seized as aforesaid of the real estate of F. W. Draper and of the interest in remainder of Harry P. Draper subject however to the following judgments:-

Wilson, Martin & Company vs Frank W. Draper, Jr., Elsie D. Draper, trading as Draper and Draper dated October 20th, 1922 for $94.94.

Wilson, Martin & Company vs Frank W. Draper, Jr. and Elsie D. Draper, trading as Draper and Draper dated January 22, 1923 for $287.21.

E. Josephine Perry vs Elsie D. Draper, Frank W. Draper, Jr., Janie A. Draper, Harry P. Draper and Frank W. Draper, dated June 17th, 1927 for $628.99.

The Centreville National Bank vs. Elsie D. Draper, H. P. Draper, F. W. Draper, Jr., F. W. Draper and Janie A. Draper, dated September 8th, 1927 for $270.77.

The Centreville National Bank of Maryland vs Elsie D. Draper dated September 9th, 1927 for $620.10.

That Elva D. Turner is seized of an undivided interest in remainder in said real estate subject to the life estate as aforesaid subject however to the operation of the following judgments:-

W. T. Bishop vs Elva D. Turner and Thompson G. Turner dated September 24th, 1921 for $346.32.

Swift & Company vs Elva D. Turner and Thompson G. Turner dated December 3rd, 1921 for $346.32.

Swift & Company vs Elva D. Turner and Thompson G. Turner dated December 3rd, 1921 for the sum of $365.85.

C. H. Dean vs Elva D. Turner and Thompson G. Turner dated July 2nd, 1922 for $1078.68.

Wright & Lowe vs Elva D. Turner and Thompson G. Turner dated October 13th, 1921 for $235.40.

Earle R. Bishop vs Elva D. Turner and Thompson G. Turner, dated February 2nd, 1923 for $817.83.

Earle R. Bishop vs Elva D. Turner and Thompson G. Turner dated February 2nd, 1923 for $57.16.

B. Hackett Turner vs Thompson G. Turner and Elva D. Turner, dated September 24th, 1927 for $115.00.

Swift and Company vs Elva D. Turner and Thompson G. Turner dated December 3td, 1921 for $346.32.

That the said Frank W. Draper, Junior's interest in said real estate is subject to the operation of the following judgments:-

Shafer & Company, a body corporate, successor of Jones & Lambler, a body corporate vs F. W. Draper, Jr. dated January 8th, 1923 for $67.52.

Wilson Martin & Company vs F. W. Draper, Jr. et. al. dated July 28th, 1922 for $47.10.

Joseph Kaufman, Harry Kaufman, trading as Louis Kaufman & Sons, vs Frank W. Draper, Jr. et. al. being dated July 17th, 1922 for $212.40

Western Toy Company vs F. W. Draper, Jr. et. al. dated May 1924 for $16.00.

Wilson Martin & Company vs F. W. Draper, Jr. et. al. dated January 22, 1923 for $287.21.

Colgate & Company vs F. W. Draper, Jr. et. al. dated November 6th, 1922 for $181.58.

Wilson Martin & Company vs F. W. Draper, Jr. et. al. dated October 20th, 1922 for $94.94.

J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners vs F. W. Draper, Jr. et. al. dated May 12th, 1922 for $97.54.

Swift & Company vs Frank W. Draper, Jr. et. al. dated May 12th, 1922 for $96.48.

The Gerlach Barklow Company vs F. W. Draper, Jr. et. al. dated August 4th, 1922 for $63.12.

Andred Reiter & Company vs F. W. Draper, Jr. for $399.00.

The Centreville National Bank vs Frank W. Draper, Jr. et. al. dated September 8th, 1927 for $270.77.

That it would be to the advantage and interest of all parties interested in the real estate hereinabove described that said real estate be sold under a Decree of this Honorable Court and the proceeds arising therefrom be invested or distributed so that it will inure in like manner as by the original grant to the use of the parties who whould be entitled to the use of the real estate so sold,

That the said Frank W. Draper, Jr., The Gerlach Barklow Company, Swift and Company, Wilson, Martin and Company, Colgate and Company, The Western Toy Company, all are non residents of the State of Maryland.

It is thereupon adjudged and order that the complainants, by causing a copy of this order to be inserted in some newspaper printed in Centreville, Queen Anne's County, State of Maryland, once a week for four successive weeks before the 20th day of February in the year 1928, give notice to the said above Defendants of the object and substance of this bill and warn them to appear in this Court in person or by solicitor on or before the 7th day of March next to answer the premises and to show cause, if any they have, why a decree ought not to be passed as prayed.

B. HACKETT TURNER, Clerk

Filed January 12th, 1928.

Subpoena
Filed Jan. 19, 1928.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place

TO

Joseph Kaufman and Harry Kaufman, co-partners
trading as Louis Kaufman & Sons,

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 February next, to answer the complaint of Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928.
Issued the 12th. day of January, in the year 1928.

B. HACKETT TURNER Clerk

James T. Earle
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 February next, being the Return Day.

B. HACKETT TURNER Clerk
True Copy:

Test: B. Hackett Turner Clerk.

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

Summoned ambo and a copy of the Process left with each defendant.

(Buck)
1/16/28 Fees $1.90.

John E. Potee
Sheriff.

Filed January 19th, 1928.

Subpoena
Filed Jan. 25, 1928.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place.

TO

Charles H. Dean

OF TALBOT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aide, 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 Ola D. Moore, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928

B. HACKETT TURNER Clerk

James T. Earle
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 February next, being the Return Day.

B. HACKETT TURNER Clerk

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

Served by reading the within writ to defendant and copy left with him.

F. J. Faulkner
Sheriff
of Talbot Co.

1/23/1928.

Fee 90¢
Filed Jan. 25th, 1928.

Received the 16" day of Jany 1928 and forthwith delivered to the Sheriff of Talbot County for service.

Test CHAS. B. LLOYD Clerk.

SUBPOENA
Filed Feb. 6, 1928

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place. Earle R. Bishop

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 Court of Equity, at Centreville, in said County, on the first Monday of February next, to answer the complaint of Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

James T. Earle
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 February next, being the Return Day.

B. Hakcett Turner Clerk.

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

Sumd. Frank Y. Whiteley Shff.
Filed Feb. 6th, 1928.

COPY OF SUBPOENA TO BE
LEFT WITH RESPONDENT

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal's
Place. J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners trading as Bronner, Marvel and Headley

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 February next, to answer the complaint of Ola D. Moore, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

B. HACKETT TURNER Clerk

True Copy.
Test: B. HACKETT TURNER Clerk

Copy of subpoena to be left with
respondent.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal's
Place.

E. Josephine Perry

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 February next, to answer the complaint of Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928 .

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

B. HACKETT TURNER Clerk
True Copy
Test: B. Hackett Turner
Clerk

Copy of Subpoena to be left
with Respondent.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's
Place Shafer and Company

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 February next, to answer the complaint of Ola D. Moore et al against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

B. Hackett Turner Clerk

James T. Earle

Solicitor for Complainants.

TO THE DEFENDNANT: 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.
True Copy:
Test; B. Hackett Turner
Clerk

Copy of subpoena to be left
with Respondent.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place. J. W. Bronner, W. T. Marvel and R. K. Headley, co partners trading as Bronner, Marvel and Headley

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 February next, to answer the complaint of Ola D. Moore, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

B. HACKETT TURNER Clerk

True copy.
Test: B. Hackett Turner Clerk

Copy of subpoena to be left
with Respondent.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

To
Seal's
Place. J. W. Bronner, W. T. Marvel and R. K. Headley, co partners trading as Bronner, Marvel and Headley

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 February next, to answer the complaint of Ola D. Moore, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

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

Copy of subpoena to be left with
respondent.

QUEEN ANNE'S COUNTY, TO WIT:

The Stae of Maryland

TO
Seal's
Place. B. Hackett Turner.

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 Court of Equity, at Centreville, in said County, on the first Monday of February next, to answer the complaint of Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

James T. Earle
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 February next, being the Return Day.

B. Hackett Turner Clerk

True Copy:

Test: B. Hackett Turner Clerk

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place Andrew Reiter & Company

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 February next, to answer the complaint of Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

B. Hackett Turner Clerk

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

Received 16 day of Jan. 1928 and forthwith delivered to the Sheriff of Baltimore City.

Test:

Stephen C. Little Clerk

Received at the Sheriffs Office on Jan. 16, 1928 9 47 AM

Summoned Andrew Reiter and Company a Corporation by service on Andrew Reiter President and a copy of the Process left with said President also notice of said summon left at the Principal office of said corporation.

Budacz
1/16/28 Fees $1.15

John E. Potee
Sheriff

Filed January 19th, 1928

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal's Place. Elsie D. Draper and Harry P. Draper

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 Ola D. Moore, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January 1928

Issued the 12th. day of January in the year 1928.

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

B. Hackett Turner Clerk

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

Sumd Ambo Frank Y. Whiteley Sheriff.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. William R. Horney, Trustee of Frank W. Draper, Jr.

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 Ola D. Moore, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928

Issued the 12th. day of January, in the year 1928

B. Hackett Turner Clerk

James T. Earle

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 February next, being the Return Day.

B. Hackett Turner Clerk.

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

Sumd. Frank Y. Whiteley Shff.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place J. W. Bronner, W. T. Marvel and R. K. Headley, co partners trading as Bronner, Marvel and Headley

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 February next, to answer the complaint of Ola D. Moore, et al. against you in said Court exhibited.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. J. W. Bronner, W. T. Marvel and R. K. Headley, co partners trading as Bronner, Marvel and Headley

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 February next, to answer the complaint of Ola D. Moore, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the first Monday of January, 1928

Issued the 12th. day of January, in the year 1928.

B. HACKETT TURNER Clerk

James T. Earle
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 February next, being the Return Day.

B. HACKETT TURNER Clerk.

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

Non Sunt
John E. Potee Sheriff
Filed Feb. 6, 1928.

Received at the Sheriffs Office on Jan 16, 1928 10 05 AM

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. Shafer and Company

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 February next, to answer the complaint of Ola D. Moore et al against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

B. Hackett Turner Clerk

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

Non Est
John E. Potee Sheriff
Filed Feb. 6th, 1928.

Out of business place closed.

Received at the Sheriffs Office on Jan. 16 1928 10 05 AM

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. B. HACKETT TURNER

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 Ola D. Moore et al. against you in said Court exhibited.

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

Witness, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

B. Hackett Turner Clerk

James T. Earle
Solicitor for Complainants.

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

B. HACKETT TURNER Clerk
True Copy:
Test: B. Hackett Turner Clerk

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

Sumd. Frank Y. Whiteley Shff.
Filed Feb. 6, 1928.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. E. JOSEPHINE PERRY

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 Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928.
Issued the 12th. day of January, in the year 1928.

B. Hackett Turner Clerk

James T. Earle
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 February next, being the Return Day.

B. Hackett Turner Clerk

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

Non est Frank Y. Whiteley Shff.
Filed Feb. 6, 1928.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. WAlter T. Wright and R. E. C. Lowe, copartners late trading as Wright & Lowe

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 Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928
Issued the 12th. day of January, in the year 1928.

B. HACKETT TURNER Clerk

James T. Earle
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 February, next, being the Return Day.

B. HACKETT TURNER Clerk.

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

Sumd. Ambo. Frank Y. Whiteley Shff.
Filed Feb. 6th, 1928.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. William T. Bishop

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 Ola D. Moore, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January, 1928.
Issued the 12th. day of January, in the year 1928.

B. HACKETT TURNER Clerk

James T. Earle.
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 February next, being the Return Day.

B. HACKETT TURNER Clerk

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

Sumd. Frank Y. Whiteley Shff.
Filed Feb. 6th, 1928.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. The Centreville National Bank of Maryland,

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of February next, to answer the complaint of Ola D. Moore et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of January 1928

Issued the 12th. day of January in the year 1928.

B. HACKETT TURNER Clerk

James T. Earle
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 February next, being the Return Day.

B. HACKETT TURNER Clerk

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

Sumd. by reading to Spencer Wright Cashier and a copy left with him.

Frank Y. Whiteley Sheriff.

Filed Feb. 6th, 1928.

ANSWER OF WILLIAM R. HORNEY, TRUSTEE
UNDER DEED OF TRUST FROM FRANK W.
DRAPER, JUNIOR.
Filed Feb. 9, 1928.

OLA D. MOORE, ET AL., Plaintiffs,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
ELSIE D. DRAPER, ET AL., Defendants.	Cause No. 2734.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William R. Horney, Trustee under Deed of Trust from Frank W. Draper, Junior, one of the defendants in the above cause, to your Honors respectfully shows:

That this defendant admits the several matters and things stated in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

WILLIAM R. HORNEY
Trustee under Deed of Trust
Frank W. Draper, Junior.

ANSWER TO BILL OF COMPLAINT
Filed Feb. 9, 1928.

Ola D. Moore et al. vs. Elsie D. Draper et al.	: : :	Circuit Court for Queen Anne County.

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

And these defendants hereby consent to a decree for the sale of the farm property mentioned in the Bill of Complaint.

B. H. HORTOGENSIS
Attorney for Joseph Kaufmann et al trading as Louis Kaufmann and Sons

ANSWER OF ELSIE D. DRAPER AND
HARRY P. DRAPER.
Filed Feb. 20, 1928.

Ola D. Moore, et. al.
Plaintiffs,

VS.

Elsie D. Draper, et. al.
Defendants.

NO. 2734

In the Circuit Court

For

Queen Anne's County, In Equity

Chancery Case No.
2734.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Joint and Several Answer of Elsie D. Draper and Harry P. Draper, her husband, to the Bill of Complaint of Ola D. Moore et al against them and others in this Honorable Court Exhibited, say:

(1) That they deny that it will be to the interest and advantage of all parties interested in the real estate described in the said Bill of Complaint be sold under a decree of this Honorable Court

(2) That they object to this Honorable Court passing a Decree for the sale of the land described in the said Bill of Complaint.

(3) That they admit the several matters and things stated in Paragraph 1 of said Bill of Complaint and in section A. of Paragraph 1.

(4) That they also admait the matters and things stated in Paragraph NO. 2-3-4-5-6-7-.

(5) That they admit that on May 18th. 1927 F. W. Draper conveyed his life estate in said Fram to Elsie D. Draper, but that while said conveyance on its face purports to be a Deed, yet as a matter of fact it is only intended as security against certain Judgments, which the said Elsie D. Draper and Harry P. Draper are parties to, and that when the said Franklin W. Draper pays off those Judgments, your respondents intend to re-convey this land back to the said Franklin W. Draper, the conveyance referred to in Paragraph NO. 8, was intended as a Mortgage to secure the said Elsie D. Draper and Harry P. Draper, against any loss by reason of siging certain notes for the said Frank W. Draper, upon which Judgments were afterwards entered.

(6) That they neither admit nor deny the matters and things set out in Paragraphs 9-10-11-12.

(7) That in replying to Paragraph 13 of the said Bill of Complaint, Your Honors will notice that there are only two judgments upon which Frank W. Draper Appear. one of E. Joseph Perry for $628.99 and one of the Centreville National Bank of Maryland for the sum of $270.77 and that the other Judgments are against other parties, the Children of the said Frank W. Draper who have no interest in the said real estate described in this Deed, until after the death of the said Frank W. Draper, if they should survibe.

(8) That answering Paragraphs 14 and 15 of the said Bill of Complaint, your respondents are advised that Elva D. Turner and Frank W. Draper Jr., have no interest in said real estate at this time, nor will they have, if ever at all, until the death of Frank W. Draper, their father.

(9) That they are advised that the said Frank W. Draper is entitled to the use and enjoyment of his life estate in the said real estate, and that it should not be sold (the real estate) during his life time, because the only judgments that he is liable for are two and can be paid off in a reasonable time, if he is permitted to cultivate and till the land, and that the land itself will produce more revenue than the net proceeds from the sale of the same can possibley produce, and for these reasons and other good and sufficient reasons to be heard at the trial of this Cause your respondents object to the sale of the land described in this Bill.

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

J. H. C. LEGG
Solicitor for Elsie D. Draper
and Harry P. Draper.

Answer of Shafer & Co.
Filed Apr. 17, 1928.

Ola D. Moore, et. al.	)	In the Circuit Court
VS	)	for
Elsie D. Draper, et. al.	)	Queen Anne' s County,
	)	In Equity.

The Answer of Shafer and Company to the Bill of Complaint filed in this cause respectfully sets forth:-

That they neither admit nor deny the matters and things contained in the Bill of Complaint and place the Plaintiff on proof.

Respectfully submitted,

J. DENNY ARMSTRONG
Attorney for Shafer & Co.

ANSWER OF BRONNER, MARVEL
& HEADLEY
Filed April 17, 1928.

Ola D. Moore, et. al.	)	In the Circuit Court
VS	)	for
Elsie D. Draper, et. al.	)	Queen Anne's County
	)	In Equity.

The Answer of Bronner, Marvel and Headley to the Bill of Complaint filed in this cause respectfully sets forth:-

That they neither admit nor deny the matters and things contained in the Bill of Complaint and place the Plaintiff on proof.

Respectfully submitted,

CHAS. A. TRAGESER
Attorney for Bronner, Marvel
and Headley.

ANSWER OF E. R. BISHOP
Filed Apr. 23, 1928

Ola D. Moore, et al.	#	In the Circuit Court for
vs	#	Queen Anne's County, in Equity.
Elsie D. Draper, et. al.	#	

The Answer of Earle R. Bishop to the Bill of Complaint filed in this cause respectfully shows:-

That he neither admits nor denies the matters and things contained in the Bill of Complaint and places the Complainants on proof.

EARLE R. BISHOP

ANSWER OF B. H. TURNER
Filed Apr. 23, 1928

Ola D. Moore, et al.	#	In the Circuit Court for Queen Anne's County, in Equity.
VS	#	
Elsie D. Draper, et al.	#	

The Answer of B. Hackett Turner to the Bill of Complaint filed in this cause respectfully sets forth:-

That he neither admits nor denies the matters and things contained in the Bill of Complaint and places the Complainants upon proof.

Respectfully submitted.

B. HACKETT TURNER

Answer of W. T. Bishop
Filed Apr. 23, 1928.

Ola D. Moore, et. al. # In the Circuit Court for Queen
vs # Anne's County, in Equity.
Elsie D. Draper, et. al. #

The Answer of William T. Bishop to the Bill of Complaint filed in this cause respesctfully sets forth:-

That he neither admits nor denies the matters and things contained in the Bill of Complaint and places the Complainants on proof.

Respectfully submitted,

W. T. Bishop

PETITION
Filed May 5, 1928.

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

Ola D. Moore and Harry B. Moore, her husband, Bertie D. Ewuing and Lawrence S. Ewing, her husband, elva D. Turner and Thompson G. Turner, her husband,
PLAINTIFFS

VS

Elsie D. Draper and Harry P. Draper, her husband et. al

The petition of the Plaintiffs to the above entitled cause to your Honors, respectfully shows:

That the Bill of Complaint in this cause was filed on the 12th. day of January, 1928, subpoenas were issued and the order of Publication was issued and published.

That since the filing of the Bill in this cause your petitioners have discovered that prior to the filing of the Bill of Complaint and prior to the date of a certain Deed of Trust described in said Bill of Complaint from Frank W. Draper Jr., unto William R. Horney, by which Deed of Trust Frank W. Draper, Jr., divested himself of his interest in the land herein described, the said Frank W. Draper, Jr., had married one Ruth Willis of Queen Anne's County, State of Maryland, the marriage having been performed other than in this County.

That under the aforesaid conditions it will be necessary to have an Order of Publication against the said Ruth Willis Draper, the wife of Frank W. Draper, Jr., who now resides with her husband in the City of Washington, District of Columbia

May it please your Honors that an order of this Honorable Court be passed by which your petitions may have an Order of Publication issued against the said Ruth Willis Draper, and that the Court grant leave to so amend the original Bill of Complaint as to have the said Ruth Willis Draper made one of the parties defendant thereto.

Respectfully submitted,

JAMES T. EARLE
Solicitor for Complaints.

ORDERED this fifth day of May in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, that the Complainants be and they are hereby permitted to amend the original Bill of Complaint filed in this cause so as to include therein Ruth Willis Draper, wife of Frank W. Draper, Jr., and that an order of publication be issued as against the said Ruth Willis Draper who is now a resident of the City of Washington, District of Columbia; that the said Ruth Willis Draper be made a party to these proceedings and that be the bill of complaint be considered as filed against her the same as though she had been made a party thereto and that the bill had been set forth at length in this petition.

THOMAS J. KEATING

Filed May 24th, 1928.

ORDER OF PUBLICATION
@ RUTH WILLIS DRAPER
Filed May 24, 1928.

ORDER OF PUBLICATION.

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

Ola D. Moore and Harry B. Moore, her husband, Bertie D. Ewing and Lawrence S. Ewing, her husband, Elva D. Turner and Thompson G. Turner, her husband,

PLAINTIFFS.

VS.

Elsie D. Draper and Harry P. Draper, her husband, Frank W. Draper, Jr. and William R. Horney, Trustee of Frank W. Draper, Jr., under Deed of Trust for benefit of Creditors, The Centreville National Bank of Maryland, a body corporate, incorporated under the Laws of Congress of the United States, Andrew Reiter & Company, a body corporate, incorporated under the laws of the State of Maryland, The Gerlach Barklow Company, a body corporate, incorporated under the Laws of the State of Illinois, Swift & Company, a body corporate, incorporated under the laws of Illinois, J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners trading as Bronner, Marvel & Headley, of the City of Baltimore, State of Maryland, Wilson Martin & Company, a body corporate, duly incorporated under the Laws of the State of Delaware, Colgate & Company, a body corporate, duly incorporated under the laws of the State of New York, The Western Toy Company, a body corporate, duly incorporated under the Laws of the State of Michigan, Joseph Kaufman and Harry Kaufman, co-partners trading as Louis Kaufman & Sons of the City of Baltimore, State of Maryland, Shafer & Company, a body corporate, duly incorporated under the laws of the State of Maryland, William T. Bishop of Queen Anne's County, Maryland, C. H. Dean, of Talbot County, State of Maryland, Walter T. Wright and R. E. C. Lowe, co-partners trading as Wright & Lowe, of Queen Anne's County, Maryland, Earle R. Bishop of Queen Anne's County, State of Maryland and B. H. Turner, of Queen Anne's County, Maryland, and E. Josephine Perry, of Queen Anne's County, Maryland, and Ruth Willis Draper, of Washington, D. C., wife of Frank W. Draper, Jr.,

DEFENDANTS.

The object of this suit is to procure decree for the sale of certain real estate situate in the Third Election District of Queen Anne's County, State of Maryland, and which was devised by Peter Draper to Franklin W. Draper and for the investment of the funds arising thereunder or the distribution of same according to the terms of the will of Peter Draper.

The Bill states that by the last Will and Testament of Peter Draper admitted to probate in the Orphans' Court for Queen Anne's County on the tenth day of March, 1892, that the farm situate, lying and being in the Third Election District of Queen Anne's County and which he purchased from B. Palmer Keating and P. H. Feddeman, Jr., situated on the road leading from Centreville to Queenstown and containing two hundred and twenty two acres was devised unto Franklin W. Draper for and during the term of his natural life and then to his children forever; that Franklin W. Draper is living and has the following children who are all over twenty one years of age:- Ola D. Moore, Bertie D. Ewing, Elva D. Turner, Harry P. Draper, and Frank W. Draper, Jr.; that the said Franklin W. Draper conveyed his life estate in said farm to Janie A. Draper, his wife, by deed dated the 25th day of June, 1894; that the said Janie A. Draper with her husband, F. W. Draper, conveyed the aforesaid life estate to H. P. Draper by deed dated October 26th. 1901; that the said H. P. Draper, Janie A. Draper and F. W. Draper, by deed dated the first day of November, 1902, conveyed the aforesaid life estate to William B. Dulin; that the said William B. Dulin on the 18th day of June, 1909, conveyed aforesaid life estate back to the said F. W. Draper; that the said F. W. Draper by deed dated May 18th, 1927, conveyed to Elsie D. Draper the life estate of the said F. W. Craper in said real estate; that H. P. Draper and his wife Elsie D. Draper, conveyed the undivided interest in remainder in said farm of Harry P. Draper to W. Cookman Orrell by deed dated November 30th. 1915; that W. Cookman Orrell conveyed the interest in remainder in said real estate of H. P. Draper to Elsie D. Draper by deed dated November 15th. 1915; that Elsie D. Draper, by said conveyance, now holds as a matter of record the life estate of F. W. Draper in said farm and the remainder of Harry P. Draper therein; that Frank W. Draper, Jr. conveyed all of his interest by Deed of Trust to William R. Horney; that Ola D. Moore is seized and possessed of an undivided interest in the remainder of the aforesaid real estate subject to the life estate of the said Franklin W. Draper of which the said Elsie D. Draper is now seized; that the said Bertie D. Ewing is seized and possessed of an undivided interest in remainder in said real estate subject to the life estate of the said Franklin W. Draper, of which Elsie D. Draper is now seized and possessed; that the said Elsie D. Draper is seized as aforesaid of the real estate of F. W. Draper and of the interest in remainder of Harry P. Draper subject however to the following judgments:-

Wilson, Martin & Company, vs. Frank W. Draper, Jr., Elsie D. Draper, trading as Draper and Draper, dated October 20th. 1922, for $94.94.

Wilson, Martin & Company vs. Frank W. Draper, Jr., and Elsie D. Draper, trading as Draper and Draper, dated January 2, 1923, for $287.21.

E. Josephine Perry vs. Elsie D. Draper, Frank W. Draper, Jr., Janie A. Draper, Harry P. Draper and Frank W. Draper, dated June 17th. 1927, for $628.99.

The Centreville National Bank vs. Elsie D. Draper, H. P. Draper, F. W. Draper, Jr., F. W. Draper and Janie A. Draper, dated September 8th. 1927, for $270.77.

The Centreville National Bank of Maryland vs. Elsie D. Draper, dated September 9th. 1927 for $620.10.

That Elva D. Turner is seized of an undivided interest in remainder in said real estate subject to the life estate as aforesaid subject however to the operation of the following judgments:-

W. T. Bishop vs. Elva D. Turner and Thompson G. Turner, dated September 24th. 1921, for $346.32.

Swift & Company vs. Elva D. Turner and Thompson G. Turner, dated December 3rd. 1921, for $346.32.

Swift & Company vs. Elva D. Turner and Thompson G. Turner, dated December 3rd. 1921, for the sum of $365.85.

C. H. Dean vs. Elva D. Turner and Thompson G. Turner, dated July 2nd. 1922, for $1078.68.

Wright & Lowe vs. Elva D. Turner and Thompson G. Turner, dated October 13th. 1921, for $235.40.

Earle R. Bishop vs. Elva D. Turner and Thompson G. Turner, dated February 2nd. 1923, for $817.83.

Earle R. Bishop vs. Elva D. Turner and Thompson G. Turner, dated February 2nd. 1923, for $57.16.

B. Hackett Turner vs. Thompson G. Turner and Elva D. Turner, dated September 24th. 1927, for $115.00.

Swift and Company vs. Elva D. Turner and Thompson G. Turner dated December 3rd. 1921, for $346.32.

That the said Frank W. Draper, Junior's interest in said real estate is subject to the operation of the following judgments:-

Shafer & Company, a body corporate, successor of Jones & Lambler, a body corporate, vs. F. W. Draper, Jr., dated January 8th. 1923, for $67.52.

Wilson Martin & Company vs. F. W. Draper, Jr., et. al. dated July 28th. 1922, for $47.10.

Joseph Kaufman, Harry Kaufman, trading as Louis Kaufman & Sons, vs. Frank W. Draper, Jr., et. al. being dated July 17th. 1922, for $212.40.

Western Toy Company vs. F. W. Draper, Jr., et. al. dated May, 1924, for $16.00.

Wilson Martin & Company vs. F. W. Draper, Jr., et. al. dated January 22, 1923, for $287.21.

Colgate & Company vs. F. W. Draper, Jr., et. al. dated November 6th. 1922, for $181.58.

Wilson Martin & Company vs. F. W. Draper, Jr., et. al. dated October 20th. 1922, for $94.94.

J. W. Bronner, W. T. Marvel, and R. K. Headley, co-partners, vs. F. W. Draper, Jr., et. al. dated May 12th. 1922, for $97.54.

Swift & Company vs. Frank W. Draper, Jr., et. al., dated date d May 12th. 1922, for $96.48.

The Gerlach Barklow Company vs. F. W. Draper, Jr., et. al., dated August 4th. 1922, for $63.12.

Andrew Reiter & Company vs. F. W. Draper, Jr., for $399.00.

The Centreville National Bank vs. Frank W. Draper, Jr., et. al. dated September 8th. 1927, for $270.77.

That it would be the advantage and interest of all parties interested in the real estate hereinabove described that said real estate be sold under a Decree of this Honorable Court and the proceeds arising therefrom be invested or distributed so that it will inure in like manner as by the Original grant to the use of the parties who would be entitled to the use of the real estate so sold.

That the said Frank W. Draper, Jr., and Ruth Willis Draper, wife of the said Frank W. Draper, Jr., The Gerlach Barklow Company, Swift and Company, Wilson, Martin and Company, Colgate and Company, The Western Toy Company, all are non residents of the State of Maryland.

It is thereupon adjudged and ordered that the complainants, by causing a copy of this order to be inserted in some newspaper printed in Centreville, Queen Anne's County, State of Maryland, once a week for four successive weeks before the 29th day of June, in the year 1928, give notice to the said above Defendants of the object and substance of this bill and warn them to appear in this Court in person or by solicitor on or before the 16th day of July next to answer the premises and to show cause, if any they have, why a decree ought not to be passed as prayed.

B. HACKETT TURNER

Filed May 24th, 1928.

COPY OF ORDER OF PUBLICATION
SERVED ON RUTH WILLIS DRAPER
Filed June 28, 1928.

I hereby certify that I served a copy of the within Order of Publication in the case of Ola D. Moore, et., al., Plaintiffs, vs Elsie D. Draper, et. al., Defendants being a case in the Equity Court for Queen Anne's County, State of Maryland, on Ruth Willis Draper, wife of Frank W. Draper, Jr., residing in Washington, D. C., on the 12th day of June in the year nineteen hundred and twenty eight and left a certified copy of same with her.

JOHN F. A. BECKER

CITY OF WASHINGTON,

DISTRICT OF COLUMBIA, TO WIT:

I hereby certify that on this 12th day of June in the year nineteen hundred and twenty eight before me, the subscriber, a Notary Public of the City of Washington, in and for the District of Columbia, duly commissioned and qualified, personally appeared John F. A. Becker who made oath in due form of law that the matters and things stated in the above Certificate of Service are true and just as therein stated and at the same time signed said Certificate in my presence.

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

ALBERT E. STEINEM
Notary Public, D. C.

Notary
Public
Seal.

Filed June 14th, 1928.

ORDER OF PUBLICATION.

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

Ola D. Moore and Harry B. Moore, her husband, Bertie D. Ewing and Lawrence S. Ewing, her husband, Elva D. Turner and Thompson G. Turner, her husband,

PLAINTIFFS.

VS.

Elsie D. Draper and Harry P. Draper, her husband, Frank W. Draper, Jr. and William R. Horney, Trustee of Frank W. Draper, Jr., under Deed of Trust for benefit of Creditors, The Centreville National Bank of Maryland, a body corporate, incorporated under the laws of Congress of the United States, Andrew Reiter & Company, a body corporate, incorporated under the laws of the State of Maryland, The Gerlach Barklow Company, a body corporate, incorporated under the Laws of the State of Illinois, Swift & Company, a body corporate, incorporated under the laws of Illinois,

J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners trading as Bronner, Marvel & Headley, of the City of Baltimore, State of Maryland, Wilson Martin & Company, a body corporate, duly incorporated under the Laws of the State of Delaware, Colgate & Company, a body corporate, duly incorporated under the laws of the State of New York, The Western Toy Company, a body corporate, duly incorporated under the Laws of the State of Michigan, Joseph Kaufman and Harry Kaufman, co-partners trading as Louis Kaufman & Sons of the City of Baltimore, State of Maryland, Shafer & Company, a body corporate, duly incorporated under the laws of the State of Maryland, William T. Bishop of Queen Anne's County, Maryland, C. H. Dean, of Talbot County, State of Maryland, Walter T. Wright and R. E. C. Lowe, co-partners trading as Wright & Lowe, of Queen Anne's County, Maryland, Earle R. Bishop of Queen Anne's County, State of Maryland and B. H. Turner, of Queen Anne's County, Maryland, and E. Josephine Perry, of Queen Anne's County, Maryland, and Ruth Willis Draper, of Washington, D. C., wife of Frank W. Draper, Jr.,

DEFENDANTS.

The object of this suit is to procure decree for the sale of certain real estate situate in the Third Election District of Queen Anne's County, State of Maryland, and which was devised by Peter Draper to Franklin W. Draper and for the investment of the funds arising thereunder or the distribution of same according to the terms of the will of Peter Draper.

The Bill states that by the last will and Testament of Peter Draper admitted to probate in the Orphans' Court for Queen Anne's County on the tenth day of March, 1892, that the farm situate, lying and being in the Third Election District of Queen Anne's County and which he purchased from B. Palmer Keating and P. H. Feddeman, Jr., situated on the road leading from Centreville to Queenstown and containing two hundred and twenty two acres was devised unto Franklin W. Draper for and during the term of his natural life and then to his children forever; that Franklin W. Draper is living and has the following children who are all over twenty one years of age:- Ola D. Moore, Bertie D. Ewing, Elva D. Turner, Harry P. Draper, and Frank W. Draper, Jr.; that the said Franklin W. Draper conveyed his life estate in said farm to Janie A. Draper, his wife, by deed dated the 25th day of June, 1894; that the said Janie A. Draper with her husband, F. W. Draper, conveyed the aforesaid life estate to H. P. Draper by deed dated October 26th. 1901; that the said H. P. Draper, Janie A. Draper and F. W. Draper, by deed dated the first day of November, 1902, conveyed the aforesaid life estate to William B. Dulin; that the said William B. Dulin on the 18th day of June, 1909, conveyed aforesaid life estate back to the said F. W. Draper; that the said F. W. Draper by deed dated May 18th, 1927, conveyed to Elsie D. Draper the life estate of the said F. W. Draper in said real estate; that H. P. Draper and his wife Elsie D. Draper, conveyed the undivided interest in remainder in said farm of Harry P. Draper to W. Cookman Orrell by deed dated November 30th. 1915; that W. Cookman Orrell conveyed the interest in remainder in said real estate of H. P. Draper to Elsie D. Draper by deed dated November 15th. 1915; that Elsie D. Draper, by said conveyance, now holds as a matter of record the life estate of F. W. Draper in said farm and the remainder of Harry P. Draper therein; that Frank W. Draper, Jr. conveyed all of his interest by deed of Trust to William R. Horney; that Ola D. Moore is seized and possessed of an undivided interest in the remainder of the aforesaid real estate subject to the life estate of the said Franklin W. Draper of which the said Elsie D. Draper is now seized; that the said Bertie D. Ewing is seized and possessed of an undivided interest in remainder in said real estate subject to the life estate of the said Franklin W. Draper, of which Elsie D. Draper is now seized and possessed; that the said Elsie D. Draper is seized as aforesaid of the real estate of F. W. Draper and of the interest in remainder of Harry P. Draper subject however to the following judgments:-

Wilson, Martin & Company, vs. Frank W. Draper, Jr., Elsie D. Draper, trading as Draper and Draper, dated October 20th. 1922, for $94.94.

Wilson, Martin & Company vs. Frank W. Draper, Jr., and Elsie D. Draper, trading as Draper and Draper, dated January 22, 1923, for $287.21.

E. Josephine Perry vs. Elsie D. Draper, Frank W. Draper, Jr., Janie A. Draper, Harry P. Draper and Frank W. Draper, dated June 17th. 1927, for $628.99.

The Centreville National Bank vs. Elsie D. Draper, H. P. Draper, F. W. Draper, Jr., F. W. Draper and Janie A. Draper, dated September 8th. 1927, for $270.77.

The Centreville National Bank of Maryland vs. Elsie D. Draper, dated September 9th. 1927 for $620.10.

That Elva D. Turner is seized of an undivided interest in remainder in said real estate subject to the life estate as aforesaid subject however to the operation of the following judgments:-

W. T. Bishop vs. Elva D. Turner and Thompson G. Turner, dated September 24th. 1921, for $346.32.

Swift & Company vs. Elva D. Turner and Thompson G. Turner, dated December 3rd. 1921, for $346.32.

Swift & Company vs. Elva D. Turner and Thompson G. Turner, dated December 3rd. 1921, for the sum of $365.85.

C. H. Dean vs. Elva D. Turner and Thompson G. Turner, dated July 2nd. 19322, for $1078.68.

Wright & Lowe vs. Elva D. Turner and Thompson G. Turner, dated October 13th. 1921, for $235.40.

Earle R. Bishop vs. Elva D. Turner and Thompson G. Turner, dated February 2nd. 1923, for $817.83.

Earle R. Bishop vs. Elva D. Turner and Thompson G. Turner, dated February 2nd. 1923, for $57.16.

B. Hackett Turner vs. Thompson G. Turner and Elva D. Turner, dated September 24th. 1927, for $115.00.

Swift and Company vs. Elva D. Turner and Thompson G. Turner dated December 3rd. 1921, for $346.32.

That the said Frank W. Draper, Junior's interest in said real estate is subject to the operation of the following judgments:-

Shafer & Company, a body corporate, successor of Jones & Lambler, a body corporate, vs. F. W. Draper, Jr., dated January 8th. 1923, for $67.52.

Wilson Martin & Company vs. F. W. Draper, Jr., et. al. dated July 28th. 1922, for $47.10.

Joseph Kaufman, Harry Kaufman, trading as Louis Kaufman & Sons, vs. Frank W. Draper, Jr., et. al. being dated July 17th. 1922, for $212.40.

Western Toy Company vs. F. W. Draper, Jr., et. al. dated May, 1924, for $16.00.

Wilson Martin & Company vs. F. W. Draper, Jr., et. al. dated Januaty 22, 1923, for $287.21.

Colgate & Company vs. F. W. Draper, Jr., et al. dated November 6th. 1922, for $181.58.

Wilson Martin & Company vs. F. W. Draper, Jr., et. al. dated October 20th. 1922, for $94.94.

J. W. Bronner, W. T. Marvel, and R. K. Headley, copartners, vs. F. W. Draper, Jr., et. al. dated May 12th. 1922, for $97.54.

Swift & Company vs. Frank W. Draper, Jr., et. al., dated May 12th. 1922, for $96.48.

The Gerlach Barklow Company vs. F. W. Draper, Jr., et. al., dated August 4th. 1922, for $63.12.

Andrew Reiter & Company vs. F. W. Draper, Jr., for $399.00.

The Centreville National Bank vs. Frank W. Draper, Jr., et. al. dated September 8th. 1927, for $270.77.

That it would be to the advantage and interest of all parties interested in the real estate hereinabove described that said real estate be sold under a Decree of this Honorable Court and the proceeds arising therefrom be invested or distributed so that it will inure in like manner as by the original grant to the use of the parties who would be entitled to the use of the real estate so sold.

That the said Frank W. Draper, Jr. and Ruth Willis Draper, wife of the said Frank W. Draper, Jr., The Gerlach Barklow Company, Swift and Company, Wilson, Martin and Company, Colgate and Company, The Western Toy Company, all are non residents of the State of Maryland.

It is thereupon adjudged and ordered that the complainants, by causing a copy of this order to be inserted in some newspaper printed in Centreville, Queen Anne's County, State of Maryland, once a week for four successive weeks before the 29th day of June, in the year 1928, give notice to the said above Defendants of the object and substance of this bill and warn them to appear in this Court in person or by solicitor on or before the 16th day of July next to answer the premises and to show cause, if any they have, why a decree ought not to be passed as prayed.

B. Hackett Turner

Seal's
Place

Filed May 24th, 1928

True copy-
Test: B. Hackett Turner Clerk.

ANSWER OF WRIGHT AND LOWE
Filed Sept. 11, 1928.

Ola D. Moore, et. al.		In the Circuit Court
VS		for
Elsie D.Draper, et. al.		Queen Anne's County,
		In Equity.

The Answer of Walter T. Wright and R. E. C. Lowe, co-partners, late trading as Wright and Lowe to the Bill of Complaint filed in this cause, respectfully sets forth:-

That they neither admit nor deny the matters and things contained in the Bill of Complaint and place the Plaintiff on proof.

Respectfully submitted,

EDWIN H. BROWN JR.
Attorney for the Defendants

Sept. 6th, 1928.

ANSWER OF THE CENTREVILLE
NATIONAL BANK OF MARYLAND
Filed Sept. 11, 1928.

Ola D. Moore, et. al.		In the Circuit Court
VS		for
Elsie D. Draper, et. al.		Queen Anne's County
		In Equity.

The Answer of The Centreville National Bank of Maryland, a body corporate, to the Bill of Complaint filed in this cause, respectfully sets forth:-

That they neither admit nor deny the matters and things contained in the Bill of Complaint and place the Plaintiff on proof.

Respectfully submitted,

EDWIN H. BROWN JR.
Attorney for the Defendants.

Sept. 6th, 1928

ANSWER OF THE ANDREW REITER
COMPANY, INCORPORATED
Filed Sept. 11, 1928.

Ola D. Moore, et al.		In the Circuit Court
VS		for
Elsie D. Draper, et. al.		Queen Anne's County
		In Equity.

The Answer of Andrew Reiter Company, Incorporated, of Baltimore to the Bill of Complaint filed in this cause, respectfully sets forth:-

That they neither admit nor deny the matters and things contained in the Bill of Complaint and place the Plaintiff on proof.

Respectfully submitted,

EDWIN H. BROWN Jr.
Attorney for the Defendants.

Sept. 6th, 1928.

ANSWER OF E. JOSEPHINE PERRY
Filed Feb. 18, 1929

Ola D. Moore, et. al.	#	In the Circuit Court for Queen Anne
	#	
Vs	#	County, in Equity.
	#	
Elsie D. Draper, et. al.	#	

The Answer of E. Josephine Perry to the Bill of Complaint filed in this cause respectfully shows:-

That she neither admits nor denies the matters and things contained in the Bill of Complaint and places the Complainants upon proof.

Respectfully submitted,

E. JOSEPHINE PERRY

DECREE PRO CONFESSO AND
ORDER OF COURT THEREON
Filed Feb. 18th, 1929

Ola D. Moore, et. al.	)	In the Circuit Court for Queen
vs.	)	Anne's County, In Equity
Elsie D. Draper, et. al.	)	Chy. No. 2734.

To the Honorable, the Judges of said Court:

It appears from the proceedings in this Cause that an Order of Publication was issued therein against certain non-resident defendants and that this Order of Publication was duly published in The Centreville Record, (a certified copy of said publication of the aforesaid Order is herewith filed) and that the time set forth in said Order of Publication for the appearance of the defendants having elapsed, the defendants Wilson Martin and Company, Gerlach Barklow Company, Swift & Compnay, Western Toy Company and Colgate & Company not having appeared, your Petitioner is advised that a Decree Pro Confesso may be entered against the said non-resident defendants named in the aforesaid Order of Publication.

That an amended Bill was filed in these proceedings on May 5th, 1928 averring that one Ruth Willis Draper, wife of one of the defendants had not been named as a party and that she was a non resident of the State of Maryland and praying for an Order of Publication against her. That said Order of Publication against the said Ruth Willis Draper was granted as prayed and that same was duly returned served on her on June 12th, 1928, and that said Ruth Willis Draper not having appeared your Petitioner is advised that a Decree Pro Confesso may be entered against her.

That Charles E. Dean was returned "summoned" but has failed to file an answer in these proceedings.

Wherefore your petitioner prays that a Decree Pro Confesso may be entered in these proceedings against the said Wilson Martin and Company, Gerlack Barklow Company, Swift & Company, Western Toy Company, Golgate & Company and Ruth Willis Draper and Charles E. Dean and that an order to take testimony and submit the papers to one of the standing examiners of this court may be passed.

Respectfully submitted,

JAMES T. EARLE
Solicitor for Complainants

Ola D. Moore, et. al.	)	In the Circuit Court for Queen Anne's County, in Equity
vs.	)	Chy. No. 2734.
Elsie D. Draper, et, al.	)	

It appearing from the proceedings in this Cause that an Order of Publication heretofore issued therein has been duly published in The Centreville Record, a newspaper printed and published in Queen Anne's County as prescribed by the said Order and that the defendants Wilson Martin and Company, Gerlack Barklow Company, Swift & Company, Western Toy Company and Colgate & Company having failed to appear either in person or by solicitor and answer the Bill of Complaint filed by them and that the Order of Publication heretofor issued on the amended Bill of Complaint filed in these proceedings on May 5th, 1928 was duly served on Ruth Willis Draper on June 12th, 1928 and that she having failed to appear either in person or by solicitor and answer the Bill of Complaint filed a-

gainst her and that it further appears that Charles E. Dean a resident of Queen Anne's County was returned summoned but has failed to appear either in person or by solicitor and answer the Bill of Complaint filed against him.

It is thereupon this 18th day of February, 1929, by the Circuit Court for Queen Anne's County in Equity, adjudged, ordered and decreed that the Bill of Complaint be and the same is hereby taken Pro Confesso against said non resident defendants Wilson Martin and Company, Gerlack Barklow Company, Swift and Company, Western Toy Company, Colgate & Company and Ruth Willis Draper and against Charles E. Dean.

It is further ordered that deposition be taken before one of the standing examiners in support of the allegations of the Bill.

THOMAS J. KEATING

Filed Feby. 18th, 1929.

CERTIFICATE OF PUBLICATION
OF ORDER OF PUBLICATION
Filed Feb. 18, 1929.

ORDER OF PUBLICATION.

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

Ola D. Moore and Harry B. Moore, her husband, Bertie D. Ewing and Lawrence S. Ewing, her husband, Elva D. Turner and Thompson G. Turner, her husband,
PLAINTIFFS.

VS.

Elsie D. Draper and Harry P. Draper, her husband, Frank W. Draper, Jr. and William R. Horney, Trustee of Frank W. Draper, Jr. under Deed of Trust for benefit of Creditors, The Centreville National Bank of Maryland, a body corporate, incorporated under the Laws of Congress of the United States, Andrew Reiter & Company, a body corporate, incorporated under the Laws of the State of Maryland, The Gerlach Barklow Company, a body corporate, incorporated under the Laws of State of Illinois, Swift & Company, a body corporate, incorporated under the laws of Illinoi, J. W. Bronner, W. T. Marvel and R. K. Headley co-partners trading as Bronner, Marvel & Headley, of the City of Baltimore, State of Maryland, Wilson Martin & Company, a body corporate, duly incorporated under the Laws of the State of Delaware, Colgate & Company, a body corporate, duly incorporated under the Laws of the State of New York, The Western Toy Company, a body corporate duly incorporated under the Laws the State of Michigan, Joseph Kaufman and Harry Kaufman, co-partners trading as Louis Kaufman & Sons of the City of Baltimore, State of Maryland, Shafer & Company, a body corporate, duly incorporated under the laws of the State of Maryland, William T. Bishop of Queen Anne's County, Maryland, C. H. Dean of Talbot County, State of Maryland, Walter T. Wright and R. E. C. Lowe, co-partners trading as Wright & Lowe of Queen Anne's County, Maryland, Earle R. Bishop of Queen Anne's County, State of Maryland and B. H. Turner of Queen Anne's County, Maryland and E. Josephine Perry, of Queen Anne's County, Maryland,
DEFENDANTS.

The object of this suit is to procure decree for the sale of certain real estate situate in the Third Election District of Queen Anne's County, State of Maryland and which was devised by Peter Draper to Franklin W. Draper and for the investment of the funds arising thereunder or the distribution of same according to the terms of the will of Peter Draper.

The Bill states that by the last Will and Testament of Peter Draper admitted to probate in the Orphan's Court for Queen Annes County on the tenth day of March 1892 that the farm situate, lying and being in the Third Election District of Queen Annes County and which he purchased from B. Palmer Keating and P. H. Feddeman, Jr. situated on the road leading from Centreville to Queenstown and containing two hundred and twenty two acres was devised unto Franklin W. Draper for and during the term of his natural life and then to his children forever; that Franklin W. Draper is living and has the following children who are all over twenty one years of age; Ola D. Moore, Bertie D. Ewing, Elva D. Turner, Harry P. Draper, Jr.; that the said Franklin W. Draper conveyed his life estate in said farm to Janie A. Draper, his wife by deed dated the 25th. day of June 1894; that the said Janie A. Draper with her husband F. W. Draper conveyed the aforesaid life estate to H. P. Draper by deed dated October 26th, 1901; that the said H. P. Draper, Janie A. Draper and F. W. Draper, by deed dated the first day of November 1902 conveyed the aforesaid life estate to William B. Dulin; that the said William B. Dulin on the 18th. day of June, 1909 conveyed aforesaid life estate back to the said F. W. Draper; that the said F. W. Draper by deed dated May 18th. 1927 conveyed to Elsie D. Draper the life estate of the said F. W. Draper in said real estate; that H. P. Draper and his wife Elsie D. Draper, conveyed the undivided interest in remainder in said farm of Harry P. Draper to W. Cookman Orrell by deed dated November 30th, 1915; that W. Cookman Orrell conveyed the interest in remainder in said real estate of H. P. Draper to Elsie D. Draper by deed dated November 15th, 1915; that Elsie D. Draper, by said conveyance, now holds as a matter of record the life estate of F. W. Draper in

said farm and the remainder of Harry P. Draper, therein; that Frank W. Draper, Jr. conveyed all of his interest by Deed of Trust to William R. Horney; that Ola D. Moore is seized and possessed of an undivided interest in the remainder of the aforesaid real estate subject to the life estate of the said Franklin W. Draper of which the said Elsie D. Draper is now seized; that the said Bertie D. Ewing is seized and possessed of an undivided interest in remainder in said real estate subject to the life estate of the said Franklin W. Draper, of which Elsie D. Draper is now seized and possessed; that the said Elsie D. Draper is seized as aforesaid of the real estate of F. W. Draper and of the interest in remainder of Harry P. Draper subject however to the following judgments:-

Wilson, Martin & Company vs Frank W. Draper, Jr., Elsie D. Draper, trading as Draper and Draper dated October 20th, 1922 for $94.94.

Wilson, Martin & Company vs Frank W. Draper, Jr.and Elsie D. Draper, trading as Draper and Draper dated January 22, 1923 for $287.21.

E. Josephine Perry vs Elsie D. Draper, Frank W. Draper, Jr., Janie A. Draper, Harry P. Draper and Frank W. Draper, dated June 17, 1927 for $628.99.

The Centreville National Bank vs Elsie D. Draper, H. P. Draper, F. W. Draper, Jr., F. W. Draper and Janie A. Draper, dated September 8th, 1927 for $270.77.

The Centreville National Bank of Maryland vs. Elsie D. Draper dated September 9th, 1927 for $620.10.

That Elva D. Turner is seized of an undivided interest in remainder in said real estate subject to the life estate as aforesaid subject however to the operation of the following judgments;-

W. T. Bishop vs Elva D. Turner and Thompson G. Turner dated September 24th, 1921 for $346.32.

Swift & Company vs Elva D. Turner and Thompson G. Turner dated December 3rd. 1921 for $346.32.

Swift & Company vs Elva D. Turner and Thompson G. Turner dated December 3rd, 1921 for the sum of $365.85.

C. H. Dean vs Elva D. Turner and Thompson G. Turner dated July 2nd, 1922 for $1078.68.

Wright & Lowe vs Elva D. Turner and Thompson G. Turner dated October 13th, 1921 for $235.40.

Earle R. Bishop vs Elva D. Turner and Thompson G. Turner, dated February 2nd., 1923 for $817.83.

Earle R. Bishop vs Elva D. Turner and Thompson G. Turner dated February 2nd. 1923 for $57.16.

B. Hackett Turner vs Thompson G. Turner and Elva D. Turner, dated September 24th, 1927 for $115.00.

Swift & Company vs Elva D. Turner and Thompson G. Turner dated December 3rd, 1921 for $346.32.

That the said Frank W. Draper, Junior's interest in said real estate is subject to the operation of the following judgments:-

Shafer & Company, a body corporate, successor of Jones & Lambler a body corporate vs F. W. Draper, Jr. dated January 8th, 1923 for $67.52.

Wilson Martin & Company vs F. W. Draper, Jr. et.al. dated July 28th, 1922 for $47.10.

Joseph Kaufman, Harry Kaufman, trading as Louis Kaufman & Sons vs Frank W. Draper, Jr. et. al. being dated July 17th. 1922 for $212.40.

Western Toy Company vs F. W. Draper, Jr. et. al. dated May 1924 for $16.00.

Wilson Martin & Company vs F. W. Draper, Jr. et. al. dated January 22, 1923 for $287.21.

Colgate & Company vs F. W. Draper, Jr. et. al. dated November 6th, 1922 for $181.58.

Wilson Martin & Company vs F. W. Draper, Jr, et; al. dated October 20th. 1922 for $94.94.

J. W. Bronner, W. T. Marvel and R. K. Headley co-partners vs F. W. Draper, Jr. et. al. dated May 12, 1922 for $97.54.

Swift & Company vs Frank W. Draper, Jr. et. al. dated May 12th, 1922 for $96.48.

The Gerlach Barklow Company vs F. W. Draper, Jr. et. al. dated August 4th, 1922 for $63.12.

Andrew Reiter & Company vs F. W. Draper, Jr. for $399.00.

The Centreville National Bank vs Frank W. Draper, Jr. et. al. dated September 8th, 1927 for $270.77.

That it would be to the advantage and interest of all parties interest in the real estate hereinabove described that said real estate be sold under a Decree of this Honorable Court and the proceeds arising therefrom be invested or distributed so that it will insure in like manner as by the original grant to the use of the parties who would be entitled to the use of the real estate so sold.

That the said Frank W. Draper, Jr., The Gerlach Barklow Company, Swift and Company, Wilson, Martin and Company, Colgate and Company, The Western Toy Company, all are non residents of the State of Maryland.

It is thereupon adjudged and ordered that the complainants, by causing a copy of this order to be inserted in some newspaper printed in Centreville, Queen Anne's County, State of Maryland, once a week for four successive weeks before the 20th. day of February in the year 1928, give notice to the said above Defendants of the object and substance of this bill and warn them to appear in this Court in person or by solicitor on or before the 7th. day of March next to answer the premises and to show cause, if any they have, why a decree ought not to be passed as prayed.

B. Hackett Turner, Clerk

Filed January 12, 1928.
True Copy:-Test
B. Hackett Turner, Clerk

THE CENTREVILLE RECORD

Centreville * Maryland

The Centreville Record Publishing Co., Inc. hereby certifies, that the annexed Order of Publication in the case of Moore et al vs. Draper et al cause #2734 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 19 day of January 1928, being more than 4 successive weeks before the 20th day of February, 1928.

The Centreville Record Publishing Co., Inc.

By E. H. Brown Jr.

AGREEMENT TO TAKE TESTIMONY
Filed Mar. 8, 1929.

Ola D. Moore, et. al.	#	In the Circuit Court for Queen Anne's
	#	
vs	#	County, in Equity.
	#	
Elsie D. Draper et. al.	#	

Notice is hereby given that testimony will be taken at office of H. B. W. Mitchell in Centreville, on Friday, March. 8th. 1929, at 10 O'clock, A. M. for the purpose of sustaining the Bill of Complaint filed in this cause.

JAMES T. EARLE
Attorney for Complainants.

Service admitted
2/18/29

HARPER & HORNEY
Attorney for W. R. Horney, trustee F. W. Draper, Jr.

J. H. C. LEGG
Attorney for Elsie D. Draper and Harry P. Draper

Service admitted
2/19/29

EDWIN H. BROWN JR.
Attorney for Centreville National Bank, E. R. Bishop, W. T. Bishop, Andrew Reiter Co., Bronner, Marvel & Headley, Wright & Lowe.

Service admitted
Feb. 18/29

MADISON BROWN
Attorney for E. Josephine Perry.

Service admitted

Feb. 18-1929.

PETITION
Filed Apr. 21st, 1930.

OLA D. MOORE, ET AL,	)	IN THE CIRCUIT COURT
VS.	)	FOR
ELSIE D. DRAPER ET AL.	)	QUEEN ANNE'S COUNTY, IN EQUITY.
	)	#2734.

To the Honorable, the Judges of said Court:

The petition of Ola D. Moore et al the plaintiffs in said cause to your Honors respectfully sets forth:

1. That heretofore to-wit: On the eighteenth day of February, in the year nineteen hundred and twenty nine, it was ordered by this Honorable Court that depositions be taken before one of the Standing Examiners in support of the allegations of the bill; James T. Earle, Esq. who at that time represented the plaintiffs has since departed this life; that the depositions ordered as aforesaid to be taken never have been filed; that H. B. W. Mitchell who was at that time and is now one of the Standing Examiners of this Honorable Court has been employed by the plaintiffs to represent them in the further prosecution of this suit including the taking of depositions.

The plaintiffs therefore pray your Honors to pass an order appointing a Special Examiner to take depositions in this cause in support of the allegations of the Bill of complaint.

Respectfully submitted.

H. B. W. MITCHELL
Solicitor for plaintiffs.

ORDER OF COURT
Filed Apr. 26, 1930.

OLA D. MOORE ET AL	)	IN THE CIRCUIT COURT FOR
VS.	)	QUEEN ANNE'S COUNTY, IN EQUITY.
ELSIE D. DRAPER ET AL.	)	#2734.

ORDERED this 25th day of April, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, on the aforegoing petition of Ola D. Moore et al, plaintiffs, that John Palmer Smith Esq., be, and he is hereby, appointed Special Examiner in Chancery to take depositions in the aforesaid cause and the papers and the proceedings in the aforesaid cause are hereby referred to said John Palmer Smith, Special Examiner to take depositions as aforesaid.

WM. H. ADKINS

Filed Apr. 26th, 1930.

AUTHORITY OF PLAINTIFFS TO H. B. W. MITCHELL TO PROSECUTE PROCEEDINGS
Filed May 24th, 1930.

Centreville, Maryland.
April 14th., 1930.

To H. B. W. Mitchell, Esq.,

Dear Sir:

We, and each of us, request that you represent us in the case of Ola D. Moore and others vs. Elsie D. Draper and others, No. 2734

in the Circuit Court for Queen Anne's County, in Equity, and we authorize and request you to take up the case and prosecute it to final decree, requesting that you take the place of James T. Earle, deceased, who in his life time was representing the plaintiffs in this case.

OLA D. MOORE

HARRY B. MOORE

Witness

BERTIE D. EWING

H. P. DRAPER

LAWRENCE E. EWING

ELVA D. TURNER

T. E. TURNER

DEPOSITIONS AND EXHIBITS A,B, C, D, E, F, G, H, and I, which Exhibits will be found recorded immediately following Bill of Complaint.
Filed May 30, 1930.

OLA D. MOORE AND OTHERS, PLAINTIFFS,		IN THE CIRCUIT COURT
VS.		FOR
ELSIE D. DRAPER AND OTHERS, DEFENDANTS.		QUEEN ANNE'S COUNTY, IN EQUITY.
		No. 2734.

TO the Honorable, the Judges of said Court:

The Report of John Palmer Smith, Special Examiner of this Honorable Court, respectfully sets forth:

Leave having been granted to the plaintiffs to take testimony for and in support of the allegations of the bill, and the undersigned, John Palmer Smith, having been appointed Special Examiner in Chancery to take depositions in the aforesaid cause and the papers and proceedings in said cause having been referred to me as Special Examiner as aforesaid by this Honorable Court by its order of the twenty fifth day of April, nineteen hundred and thirty, and your said Special Examiner having been notified by H. B. W. Mitchell, Esq., Solicitor for plaintiffs, that the plaintiffs desired to take testimony at his, said Mitchell's office in Centreville, Queen Anne's County, Maryland, Thursday, May 29th., 1930, at the hour of 9:30 o'clock, in the morning, your Special Examiner, after first notifying W. R. Horney, Esq., J. H. C. Legg, Esq., Edwin H. Brown, Esq., Madison Brown, Esq., and Thomas J. Keating, Jr., Esq., Solicitors for the defendants or some of them, that he would take testimony as aforesaid in the above entitled case at the time and place as above stated, and after having taken and subscribed to the oath as required as said Special Examiner, your said Special Examiner did attend at the office of H. B. W. Mitchell, Esq., in Centreville, Queen Anne's County, Maryland, Thursday, May 29th., 1930, at the hour of 9:30 o'clock in the morning, there being present and proceeded to take the following testimony, to wit:

Charles M. West, a witness of lawful age, being the first witnesss produced on the part of the plaintiffs, after being duly sworn, deposes and says:

By Mr. Mitchell.

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

A. Charles M. West, Centreville, Queen Anne's County, Maryland, retired merchant, Director of a Bank and have the management of my own farms and other farms as Trustee and Agent.

2. Q. Mr. West this is a suit the object of which is to obtain a decree for the sale of the farm described in the bill of complaint as being in the Third Election District of Queen Anne's County on the right side of the public road leading from Centreville to Queenstown and on the public road leading from said road into Wright's Neck, containing two hundred and twenty two acres of land, more or less, State whether you know this said farm and, if so, what in your opinion is its value?

A. Yes, I know this farm from having driven by it frequently by both of the roads on which it is located although I have not been on the land for years, I should say the farm is worth about seventy five hundred dollars.

3. Q. Do you know the condition of the buildings on said farm and whether any building on said farm has recently been destroyed by fire?

A. The dwelling house on said farm was destroyed by fire last year. I do not know the condition of the other buildings.

4. Q. Mr. West, I hand you exhibit "A" filed in this cause purporting to be a certified copy of the last will and testament and the codicil thereto of Peter Draper, late of Queen Anne's County, deceased, and ask you to read Item 3 thereof and say whether the farm thereby devised to Franklin W. Draper for life and upon the death of Franklin W. Draper to the children of said Franklin W. Draper to them and their heirs forever is the same farm that I described in my second interrogatory to you?

A. Yes.

5. Q. Mr. West, state whether in your opinion it would be to the benefit and advantage of all the parties to this suit to have the farm above mentioned and described sold under a decree of court and the proceeds of the sale thereof invested by order of the Court so as to enure to the same parties and in like manner as by the last will and testament and codicil thereto of Peter Draper, deceased, is provided. Please give reasons for youranswer.

A. Yes, and my reasons are, that in my judgment the farm is not well managed and has not been producing in the last few years what it ought to and as far as I can see from the roads the farm is depreciating and has been for several years and there being no dwelling house on the farm and the farm being in a somewhat run-down condition, I believe it would be a very difficult matter to procure a desirable tenant for it.

6. Q. State whether you know the parties to this suit or any of them and if so which?

A. Yes, I know all of the farm, that is Mr. Franklin W. Draper and his children and their husbands and wives and the creditors who are in Queen Anne's County.

Examiner's Special?

A. I do not.

CHAS. M. WEST

Lawrence E. Ewing, one of the plaintiffs, the next witness of lawful age, produced on the part of the plaintiffs, after being duly sworn, deposes and says:

By Mr. Mitchell.

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

A. Lawrence E. Ewing, Waverly farm in Tilghman's Neck, forty two years old and a farmer.

2. Q. Mr. Ewing you are one of the plaintiffs in this suit?

A. Yes.

3. Q. You state that your name is Lawrence E. and not Lawrence S. Ewing as stated in the bill?

A. Lawrence E. Ewing is my right name.

4. Q. Are you the husband of Bertie Draper Ewing, one of the plaintiffs to this proceeding?

A. Yes sir.

5. Q. State whether you know the parties to this suit and, if so, which of them?

A. I know all of them except Mr. C. H. Dean.

6. Q. State who the parties to this suit are, except the creditors, whether you are related to the other parties to this suit, except the creditors and, if so, how?

A. Mr. Frank W. Draper, Sr., is the father of my wife, Bertie Draper Ewing, I am, therefore, his son-in-law, and I am brother-in-law to Ola D. Moore, Elva D. Turner, Harry P. Draper and Frank W. Draper, Jr., who are childre of Frank W. Draper, Sr., Mr. Horney is Trustee of Frank W. Draper, Jr., and is a party to this suit. Ruth W. Draper is Frank W. Draper, Jr., wife, and Elsie D. Draper is Harry P. Draper's wife.

7. Q. Do you know the farm which is the subject matter of this suit and if so how, state how it is located, its acreage and the improvements it contains and other conditions?

A. Yes, I know the farm andhave known it for about twenty years, I was the tenant of this farm for about ten years but not continuously. I was tenant of the farm for four or five years and left it and later wen back as tenant of it. The farm is located on the public road from Centreville to Queenstown and on the public road leading from the Centreville-Queenstown road to Wright's Neck, it contains 222 acres, more or less, about 175 acres in cultivation. The improvements consist of barn and out-buildings in very bad condition, very much in need of repair. The dwelling on this farm was destroyed by fire last year.

8. Q. Was there any insurance against loss by fire on the dwelling on this farm that was destroyed by fire last year?

A. No.

9. Q. What is the condition of this farm now, the fertility of the land and the condition of the buildings and fencing now as compared with its and their condition fifteen or twenty years ago?

A, Very much worse now than fifteen or twenty years ago. The land has deteriorated by reason of not being properly cultivated or drained for a part of the time mentioned and not having had any time at all put on it and insufficient grass seed. The dwelling has been destroyed by fire with no insurance and the out-buildings and fencing have become dilapidated.

10. Q. How has the farm been cropping last two or three years as compared with when you first went on it?

A. Very poorly. In 1928, Mr. F. W. Draper, Sr., was pretending to cultivate the farm, although he lived in Centreville - but he only had about 10 acres in cultivation. He had about 10 acres in corn and no other part of the farm in cultivation. When I first wen on the farm I grew as much as 1300 bushels of wheat in one year. The last year I was there I only grew 740 bushels wheat.

11. Q. Do you or not consider it would be for the best interest and advantage of all the parties concerned for this farm to be sold under decree of Court and the proceeds of the sale thereof invested so as to enure to the same parties and in like manner as by the last will and codicil thereto of Peter Draper is provided. Give reasons for your answer?

A. Yes, I think it would be for the best interest, the benefit and advantage of all parties concerned and the parties to this suit for the farm to be sold under decree of Court and proceeds invested as stated in your question, my reasons are that the farm, the improvements thereon and the fencing have been depreciating for a number of years and are still depreciating. There is no dwelling on the farm now and it is almost impossible to get a tenant for it or anyone to cultivate it, unless the farm is disposed of promptly. I doubt that there be any money available even to pay the taxes on it and I think the parties, the life tenant and the remaindermen will suffer irreparable loss if the farm is continued to be held and owned as at present.

12. Q. What in your opinion is the present value of this farm of 222 acres, more or less?

A. $35.00 per acre.

Examiner's Special.

A. No.

LAWRENCE E. EWING

Mr. Franklin W. Draper, Sr., the third witness of lawful age, after being duly sworn, deposes and says:

By Mr. Mitchell:

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

A. Franklin W. Draper, Sr., Centreville, Maryland.

2. Q. State whether you are a son of Peter Draper, late of Queen Anne's County, deceased?

A. I am.

3. Q. What relation, if any, do you bear to the parties to this suit, apart from the creditors, and the Trustee of Frank W. Draper, Jr.?

A. Ola D. Moore, Bertie D. Ewing, Elva D. Turner, Harry P. Draper and Frank W. Draper, Jr., are my children and their respective husbands are my sons in law and Elsie D. Draper and Ruth W. Draper are my daughter in laws.

4. Q. Have you any other children than those mentioned or is there any child or are there any children of any deceased child or children of yours?

A. No.

5. Q. I hand you Exhibit"A" filed in this cause and ask you to state what it is?

A. It is a certified copy of the last will and testament and the codicil thereto of said Peter Draper, late of Queen Anne's County, deceased.

6. Q. Mr. Draper I ask you to read Item 3 of Exhibit "A" and state whether the farm therein described and devised to you for life and then to your children is the same farm as that described in the bill of complaint filed in this cause?

A. It is.

At this point Mr. Mitchell hands Exhibit "A" to the Special Examiner to be filed by him as "Special Examiner's Exhibit No. 1".

7. Q. Mr. Draper I now hand you Exhibits "B", "C", "D", "E" and "H", and ask you to tell what they are and explain them?

A. Each one of the exhibits mentioned in your question and asked about is a certified copy of a deed of conveyances of the life estate in the farm in the Third Election District of Queen Anne's County, containing 222 acres of land, more or less, and which was devised to me by the 3rd. item of the last will and testament and codicil thereto of the late Peter Draper, and are copies as follows: Exhibit "B" of deed by me of said life estate to my wife, Janie A. Draper; Exhibit "C" of deed by said Janie A. Draper and myself of same estate to Harry P. Draper, who is my son; Exhibit "D" of deed by said Harry P. Draper, myself and said Janie A. Draper of all the right, title, interest and estate of the three of us in and to said farm to William B. Dulin, of Talbot County, Maryland; Exhibit "E" of deed by said William B. Dulin of all his right, title, and estate in and to said farm to me, and Exhibit "H" of deed by me of all my right, title, interest and estate in said farm to Elsie D. Draper.

Exhibits "B", "C", "D", "E" and "H" are now handed to the Special Examiner to be filed, and are by the Special Examiner filed and marked, respectively, "Special Examiner's Exhibit No. 2, 3, 4, 5 and 6.

8. Q. Mr. Draper you know, do you not, very well the farm above mentioned and described in which a life estate was devised by your late father, Peter Draper?

A. Yes sir, I know the farm very well, I owned a life estate in it for sometime and lived on it for sometime. I cultivated and had cultivated the farm for sometime.

9. Q. Who now ownes the life estate in said farm that you just spoke of having owned for sometime?

A. Elsie D. Draper.

10. Q. Mr. Draper, state please the condition of the said farm, what the improvements on it consist of and their condition at present time?

A. The dwelling house was destroyed by fire in August or Setpember of 1929 and has not been replaced, the land is in good state of cultivation, the present improvements consist of barn (granary) in fairly good condition, corn crib and drive 28 x 36 feet; cow stable, 24 x 30 feet; stable, smoke house and summer kitchen all in fair condition.

11. Q. Is the farm rented or occupied at the present time?

A. No.

12. Q. Was any of the land of said farm seeded to wheat or any other crop last fall?

A. No.

13. Q. Is the farm producing any revenue or is there any prospect of it producing any revenue for its present owner or owners this year?

A. No.

14. Q. Mr. Draper would it in your opinion be to the benefit and advantage of all the parties to this suit and all parties concerned to have the farm above mentioned and described sold under a decree of Court and the proceeds of sale thereof invested so as to enure to the same parties and in like manner as by the last will and testament and codicil thereto of Peter Draper, deceased, is provided, please give reasons for your answer?

A. Yes, it would be for the benefit and advantage of all the parties to have the said farm sold and the proceeds invested so as to enure to the same parties in like manner as by said will and codicil provided, because the farm has depreciated, the dwelling has been destroyed by fire, the other buildings and the fences are in need of repair, the farm is not producing any revenue, is not rented or occupied, there is no money available ot pay taxes or insurance or with which to make improvements, or provide necessary seed, fertilizer, etc.

15. Q. In my opinion $10,000.00 is little enough for it.

Examiner's special.

A. No.

F. W. DRAPER SR.

By Mr. Mitchell.

Harry P. Draper, one of the defendants, the fourth witness, of lawful age, after being duly sworn, deposes and says:

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

A. Harry P. Draper, Centreville, Md.

2. Q. Are you a son of Franklin W. Draper, Sr.?

A. I am.

3. Q. Do you or not know the farm which is the subject matter of this suit?

A. I do.

4. Q. Mr. Draper, I hand you Exhibit "E" and Exhibit "G", filed in this case January 12th., 1928, and ask you to state what they are and whether the land described in these Exhibits is the same land of which the late Peter Draper, deceased, died seized and possessed and which was devised by him unto your father, Franklin W. Draper, for life and then to the children of said Franklin W. Draper?

A. Exhibit "F" is certified copy of deed from me and my wife, Elsie D. Draper, of undivided interest in the farm and tract of land that was devised by the late Peter Draper, deceased, unto my father, Franklin W. Draper for life and then to his said Franklin W. Draper's children, to W. Cookman Orrell and "G" is certified copy of deed of same interest in same land from said W. Cookman Orrell to my wife, Elsie D. Draper. The land described in these exhibits is the same land of which the late Peter Draper deceased, died, seized and possessed and which was devised by said Peter Draper unto my father, Franklin W. Draper, for life, and then to said Franklin W. Draper's children.

Exhibit "F" and Exhibit "G" are now handed to the Special Examiner to be filed and are filed by said Special Examiner as "Special Examiner's Exhibit No. 7" and Special Examiner's Exhibit No. 8".

5. Q. Mr. Draper, the bill of complaint in this case was filed January 12th., 1928, and the answer thereto by your self and your wife, Mrs. Elsie D. Draper, was filed February 20th., 1928, I ask you to state whether conditions with references to your father, Franklin W. Draper, and with reference to the farm mentioned and described in these proceedings have changed?

A. Yes sir, they have materially changed.

6. Q. In what respect?

A. My father is older and is not as able either physically or financially to cultivate the farm as he was two and a half years ago or even eighteen months ago, The dwelling house on the farm has burned since 1928, there was no insurance on it and it has not been replaced, the other buildings and the fencing on the farm have depreciated. My father is not physically or financially able to cultivate the farm now and it is practically impossible to get a desirable or suitable tenant for it.

7. Q. Mr. Draper, in view of the changed conditions as you have mentioned them, has your attitude toward the sale of this farm changed since you and your wife filed your answer to the bill of complaint and has your opinion as to the expediency and desirability of having this farm sold under decree of court changed?

A. Yes sir, very materially.

8. Q. Mr. Draper, in view of changed conditions since February 1928, state whether in your opinion it would now be to the benefit and advantage of all the parties to this suit to have the said farm sold under a decree of court and the proceeds of the sale thereof invested so as to enure to the same parties and in like manner as by the last will and codicil thereto of Peter Draper, deceased, is provided, please give reasons for your answer?

A. Yes, in my opinion it would be to the benefit and advantage of the parties now for this to be done although I was opposed to this in 1928 when I filed my answer to the bill of complaint as it was not my opinion at that time that it would be to the benefit and advantage of the parties to have the farm sold but as my father is not able or in a position to cultivate the farm and as there is no dwelling house on it and there are no means of building one on it as the other buildings are in need of repair and a desirable or suitable tenant can not be procured for the farm, in my opinion it would be to the benefit and advantage of the parties now for the farm to be sold and the proceeds invested as stated.

9. Q. What in your opinion is the value of this farm?

A. $10,000.00.

Examiner's Special?

A. No.

H. P. DRAPER

Harry B. Moore, one of the plaintiffs, the fifth witness of lawful age, produced on the part of the plaintiffs, after being duly sworn, deposes and says:

By Mr. Mitchell.

1. Q. Mr. Moore, please state your name, residence and occupation and whether you are related to the Draper family?

A. Harry B. Moore, I reside in the Sixth Election District of Queen Anne's County on road from Roesville to Ingleside, I married a daughter of Franklin W. Draper, Sr., and am therefore brother-in-law of his other children.

2. Q. Kindly name all of the children of Franklin W. Draper, Sr., and state whether they are all more than 21 years of age.

A. My wife, Ola D. Moore, Bertie D. Ewing, Elva D. Turner, Harry P. Draper and Frank W. Draper, Junior, they are all more than 21 years old.

3. Q. Are you and your wife parties plaintiff to this suit?

A. Yes.

4. Q. Do you know the Hammond or Draper Farm, the farm mentioned and described in the bill of complaint filed in this cause and which is the subject matter of this suit, if so, describe it and state, if you know its condition, the condition of the buildings on it?

A. Yes, I know this farm, it is situated in the Third Election District of Queen Anne's County, Maryland, about 3 or 3½ miles from Centreville, on the public road leading from Centreville to Queenstown and its between the roads, I would say, one leading in front of the farm of Wright's Neck and the other from the Centreville-Queenstown road to Corsica Neck, it contains 222 acres of land, more or less. It is in a somewhat run-down condition. The dwelling house has been destroyed by fire and the other buildings are in a generally run down condition.

5. Q. State, if you know whether this farm has been cultivated in the last few years, whether it is being cultivated, and if so, how and by whom?

A. The farm has been cultivated until this year. This year so far as I know, it is not being cultivated.

6. Q. In the present condition of the farm and buildings and fencing on it, do you think a desirable or suitable tenant cou,d be gotten to go on it?

A. No, I believe it would have been very difficult to have gotten a desirable or suitable tenant for the farm before the dwelling house was burned and now I believe it would be practically impossible to do so.

7. Q. Mr. Moore, state whether in your opinion it would be to the benefit and advantage of all the parties to this suit to have the farm above mentioned and described sold under a decree of the Court and the proceeds of the sale thereof invested so as to enure to the same parties and in like manner as by the last will and testament and codicil thereto of Peter Draper, deceased, is provided, please give reasons for your answer?

A. Yes, in my opinion it would be to the benefit and advantage of all the parties to this suit for the farm to be sold now and the proceeds of the sale thereof invested as stated in your question, because the longer a sale of the farm is deferred the more run down it will become and in a short time the buildings and fences will be in an awful state of dilapidation. No lime has been applied to the land for a long time and there are no means of furnishing lime for the land and with the farm very poorly cultivated, practically neglected, it will become poorer and less productive all the time and as there are no means available with which to replace the dwelling house it is practically impossible for the present owners to cultivate the farm or have it cultivated, and I don't believe there will be any income from the farm with which to pay taxes that will be levied against it.

8. Q. Is the farm occupied at this time?

A. No.

Examiner's Special.

A. No.

HARRY B. MOORE

Exhibit "A" certified copy of last will and testament of Peter Draper, late of Queen Anne's County, deceased, is now handed to the Special Examiner to be filed and is by him filed as "Special Examiner's Exhibit No. 1".

At this point the Solicitor for the plaintiffs hands to the Special Examiner Exhibit "I" and requests that it be filed and it is filed by the Special Examiner in these proceedings and marked "Special Examiner's Exhibit No. 9".

There being no other witnesses to be examined or further testimony to be taken and neither party desiring further time for the production of evidence, your Special Examiner makes his return and certifies that he was engaged as such Special Examiner makes his return and certifies that he was engaged as such Special Examiner in taking this testimony two days and examined five witnesses, making the costs chargeable to the plaintiffs;

John Palmer Smith, Special Examiner, -	$ 8.00
Charles M. West, witness, -	.75
Lawrence E. Ewing, witness, (one of the plaintiffs) - - - - - - - - - - -	.00
Mr. Franklin W. Draper, Sr., witness, (one of the defendants) - - - - - -	.00
Harry P. Draper, witness, (one of the defendants) - - - - - - - - - - - - -	.00
Harry B. Moore, witness, (one of the Plaintiffs) - - - - - - - - - - - - - -	.00
Verna Mears Crowl, stenographer, -	2.00
	$10.75

JOHN PALMER SMITH
SPECIAL EXAMINER

SUPPLEMENTAL REPORT OF
SPECIAL EXAMINER
Filed July 12, 1930.

Ola D. Moore, et al., Plaintiffs, vs. Elsie D. Draper, et al., Defendants.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. No. 2734.

To the Honorable, the Judges of said Court:

The supplemental report of John Palmer Smith, Special Examiner, to your Honors respectfully shows:

That H. B. W. Mitchell, Solicitor for the plaintiffs, having notified your Special Examiner that he desired to offer additional testimony consisting of certain exhibits, your Special Examiner did attend at the office of H. B. W. Mitchell in Centreville, Maryland, and had with him filed the following exhibits, that is to say: Certified copies of judgments, which said copies are filed by your Special Examiner with the other testimony in the above entitled cause and marked respectively Special Examiner's exhibits numbers "10","11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33".

There being no further testimony to be taken your Special Examiner makes his return of the aforesaid exhibits and certifies that he was engaged in taking this testimony one day, making the costs chargeable to the plaintiffs.

John Palmer Smith, Special Examiner, -$ 4.00

JOHN PALMER SMITH
SPECIAL EXAMINER.

July 12, 1930.

Special Examiner's Exhibit #10
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Civil Docket #2 Case #474 Atty J.F.H.	Wilson Martin Co. a body Corporate Plaintiff VS Elsie D. Draper and Frank W. Draper, Jr., Co-Partners trading as Draper & Draper	Copy of Judgment filed Nov. 2nd. 1922 Action in debt. Summons for debt $94.94 is sued October 5th. 1922, to Sanford E. Spry, Sheriff, returnable October 13th. 1922 at 11 o'clock A. M. Summons returned. Summoned ambo October 12th., 1922, Trial set for October 20th, 1922, at 11 o'clock A. M.

October 20th, 1922, Exporte trial, defendants not appearing, Judgment entered in favor of Wilson Martin Company a body corporate, plaintiff, against Elsie D. Draper and Frank W. Draper, Jr., Co-partners, trading as Draper & Draper defendants for debt $94.94 with interest from date until paid, and cost amounting to $2.00. Fifa issued October 28th. 1922, to Sanford E. Spray, Sheriff returnable Dec. 28th, 1922.

Ezekiel M. Forman J. P.
True Copy from my docket
Test: Ezekiel M. Forman J. P.(seal)

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

I hereby certify that the above is a true copy of the J. P. Judgment recorded 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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #11
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Trials TERM 1923

J.F.H. 1923 Jan. Clerk $3.85 Apprs. 5.00 99 Shgg 1.20	Wilson Martin Company, a body corporate, duly incorporated under the laws of the State of Delaware VS Elsie D. Draper and Frank W. Draper, Junior, co-Partners trading as Draper & Draper.	Filed October 17th, 1922. Order to Docket Narr. and check and Protest. Issd. October 17th, 1922, Sums'. in case Sumd ambo: Stament of claim: Rule plea 1923, Jan. 22nd. Mo. for Judgment by default for want of a plea with leave to extend: mo. granted. 1923, Jan. 22nd., Judgment extended by order of court for the sum of Two Hundred Eighty Seven Dollars and twenty one cents ($287.21) with interest from date hereof until paid and costs of suit.

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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #12
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances May Term 1923

M. Brown 19 Clerk $2.85 Apprs. 5.00	E. Josephine Perry VS Frank W. Draper, Jr. Frank W. Draper Janie A. Draper Harry P. Draper Elsie D. Draper	Filed June 11th., 1927. Order to Docket suit, Narr. and Note with power to enter judgment by confession &c. June 11th, 1927. Judgment entered by confession by the Defendants in favor of the Plaintiffs for the sum of Six Hundred twenty eight Dollars, and ninety nine cents $628.99 with interest from date hereof until paid and costs of suit, with all exemptions waived.

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

I hereby certify that the above is a true short copy of the original Judgment render 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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #13
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances		July Term 1927
E.H.B.Jr. MBB 39 Clerk $2.85 Apprs. 5.00 Pd.E.H.B.Jr. Oct. 21/27 per receipt.	The Centreville National Bank of Maryland, a body corporate VS E. D. Draper, H. B. Draper, Frank W. Draper, Jr., F. W. Draper and Janie A. Draper	Filed September Eighth, 1927 Order to docket suit, Narr. and Note with with power to enter judgment by confession &c. September Eighth, 1927, Judgment entered by confession by the defenfants in favor of the Plaintiff for the sum of Two Hundred Seventy Dollars and Seventy Seven cents ($270.77) with interest from date hereof until paid and costs of suit, with all exemptions waived.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place

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

Special Examiner's Exhibit #14
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances		July Term 1927
E.H.B.Jr. M.B.B. Clerk $2.45 Apprs. 5.00Pd. E.H.B.Jr. Oct. 21-1927 per receipt 44	The Centreville National Bank of Maryland, a body corporate, VS E. D. Draper	Filed Sept. 9th., 1927. Order to Docket suit, Narr. and Note with power to enter judgment by confession &c. September 9th., 1927, Judgment entered by confession by the Defendant in favor of the plaintiff for the sum of Six Hundred and Eighty Dollars and ten cents ($680.10) with interest from date hereof until paid and costs of suits, with all exemptions waived.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #15
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances	July Term 1927
H.B.W.M. William T. Bishop Apprs. $5.00 Clerk 2.65 24 VS Thompson G. Turner Elva D. Turner	Filed Sept. 24th, 1920, Titling, Narr & Note with power to enter judgment by confession &c. September 24th, 1920. Judgment entered by confession by the Defendant in favor of the Plaintiff for the sum of Three Hundred Forty six Dollars and thirty two cents ($346.32) with interest from date hereof until paid and costs of suit,

with all exemption wived.

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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #16.
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances	November Term 1921
H.B.W.M. Swift and Company Fertilizer Works, a body Corporate use Earle R. Bishop without recourse or guar. Clerk $2.65 enter as per Apprs. 5.00 order filed Apr. 20th, 1923 35 VS Thompson G. Turner Elva D. Turner	Filed December 3rd, 1921. Order to docket suit, Narr. & Note with power to enter judgment by confession &c. December 3rd, 1921, Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of Three Hundred Sixty five Dollars and eighty five cents ($365.85) with interest from date hereof until paid and costs of suit, with all exemptions waived.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, on this 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place

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

Special Examiner's Exhibit #17
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances	July Term 1922
M.B. Charles H. Dean Clerk $2.65 " 1.40 Apprs. 5.00 Jan. 18th, 1929, attachment issued and set to Talbot Co. Thompson G. Turner Elva D. Turner	Filed July 20th, 1922. Order to docket suit, Narr & Note with power to enter judgment by confession &c. July 20th, 1922. Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of One Thousand Seventy Eight Dollars & Sixty Eight cents ($1078.68) with interest from date hereof until paid and costs of suit, with all exemptions waived.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #18.
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances	July Term 1922
J.P.G. Walter T. Wright and R.E.C. Lowe Co-Partners late trading as Wright & Lowe Clerk $2.65 Apprs. 5.00 68 VS Thompson G. Turner Elva D. Turner	Filed October 13th, 1922. Order to docket suit, Narr & Note with power to enter judgment by confession &c. October 13th, 1922. Judgment entered by confession by the Defendants in favor of the Plaintiffs for the sum of Two Hundred Thirty Five Dollars and forty cents ($235.40) with interest from date hereof until paid and costs of suit, with all exemp. waived.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #19
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances

January Term 1923

H.B.W.M. Earle R. Bishop

Apprs. $5.00
Clerk 2.65

25 vs

Thompson G. Turner
Elva D. Turner

Filed February 2nd, 1923. Order, Narr and Note with power to enter judgment by confession &c.

February 2nd, 1923, Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of Eight Hundred Seventeen Dollars and eighty two cents ($817.82) with interest from date hereof until paid and costs of suit, with all exemptions waived.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #20
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Civil Docket
Case #528

Earle R. Bishop
Plaintiff

VS

Thompson G. Turner
Elva D. Turner

Copy of Judgment filed February 2nd, 1923, action in debt filed Feb. 2nd, 1923, on a promissory note with power to confess judgment by confession by defendants with all exemptions waived.

Feb. 2nd, 1923. Judgment entered by confession by defendants in favor of Earle R. Bishop laintiff against Thompson G. Turner defendants for debt $57.16 with interest from date until paid, and costs amounting to 95 cents, with all exemptions waived.

Ezekiel M. Forman J. P.
True copy from my docket
Test: Ezekiel M. Forman J. P. (SEAL)

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 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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #21
Filed July 12th, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances		July Term 1927
E.HB & J.T.E.	B. H. Turner	Filed September 24th, 1927. Titling, Narr and Note with power to enter judgment by confession &c.
46	VS	September 24th, 1927. Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of one Hundred Fifteen Dollars ($115.00) with interest from date hereof until paid and costs of suit, with all exemptions waived.
	Thompson G. Turner Elva D. Turner	

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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's Place.

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

Special Examiner's Exhibit #22
Filed July 12th, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAD

#508 Atty J.P.S.	Shafer and Co. a body corporate Successor to Jones and Lamb Company, a body corporate	Action in Debt. Summoned for Debt $67.52 issued Dec. 22nd, 1922, to Casper D. Price, Constable, returnable Dec. 26th, 1922, at 2 o'clock P. M.
	VS	
	Harry P. Draper and Frank W. Draper, Jr. Co-Partners, trading as Draper and Draper	Summons retunred Summoned ambo and disputed, Trial set for Jan. 8th, 1923, at 11 o'clock A. M. Jan. 8th, 1923, Ex parte trial, defendant not appearing, Judgment entered in favor of Shafer & Co., a body corporate, successor to Lamb & Jones Company a body corporate Plaintiff, against Harry P. Draper and Frank W. Draper, Jr., co-partners,

trading as Draper and Draper defendants for debt $67.52 with interest from date until paid and cost $2.00.
Fifa to July Term
1925 No. 13.

Ezekiel M. Forman J. P.

I hereby certify that the aforegoing is truly taken and copied from the docket of Ezekiel M. Forman late a Justice of the Peace of the State of Maryland, in and for Queen Anne's County this 3rd day of July, 1925.

Test: B. Hackett Turner, Clerk.

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

I hereby certify that the above is a true copy of the J. P. Judgment recorded 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 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

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

Seal's
Place.

Special Examiner's Exhibit #23.
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Civil Docket #2 Case 423
Atty J.F.H.

Wilson, Martin Co.
a body corporate

Satisfied as per order filed March 10th, 1923.

VS

Harry P. Draper and Frank W. Draper, Jr., Co-Partners trading as Draper & Draper

Copy of Judgment filed August 7th, 1922, action in debt, Summons for debt $47.10 issued July 15th, 1922, to Casper D. Price, Constable, returnable July 20th, 1922, at 1o o'clock A. M. Summoned returned summoned"ambo". Trial set for July 28th, 1922, at 11 o'clock A. M.

July 28th, Ex parte trial, defendants not appearing. Judgment entered in favor of Wilson Martin Co. a body corporate plaintiff against Harry P. Draper and Frank W. Draper, Co-partners, trading as Draper and Draper, defendants for debt $47.10 with interest from date until paid, and cost amounting to $2.00. Fifa issued Aug. 8th, 1922, to Casper D. Price, Constable, returnable October 1922.

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

I hereby certify that the above is a true copy of the J. P. Judgment recorded 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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #24
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND
Trials 1922

a letter filed in these papers as to apprs. of J.P.S. being stricken out 1-9/25: J.D.W. 3/19/25

Joseph Kaufman and Harry Kaufman, Co-Partner, trading as Louis Kaufman & Sons.

Apprs. $5.00
Clerk 3.50
Shgg. 1.20

VS

May 96 — Apprs. $5.00
Fifa to Nov. Term 1922, No. 20
July 68 — " to May Term 1925 No. 4

J.T.B.

Harry P. Draper and Frank Draper Co-Partners, trading as Draper and Draper

Filed January 18th, 1922, Order to docket suit
Issued January 18th, 1922 Sums in Case:
Rule Narr. Filed January 24th, 1922, Narr & Acct
1/23/22 Sumd ambo: Rule plea
5/1/22 Trial: 5/2/22 ppa. O.T. & C.
July 17th, 1922, Mo. for Judgment by default for want of a plea with leave to extend
July 17th, 1922, Judgment extended by order of Court for the sum of Two Hundred Twelve Dollars and forty one cents ($212.41) with interst from date hereof until paid, and costs of suit.

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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

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

Seal's
Place.

Special Examiner's Exhibit #25.
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appeals Term 19

J.T.B.	Harry P. Draper & Frank Draper co-Partners, trading as Draper & Draper. Clerk $3.95 Clerk $1.95 Apprs. 5.00 Apprs. 5.00 Shff .60 VS J.P.S. Western Toy Company, a body corporate.	Appeal from the Judgment of E. M. Forman Justice of the Peace filed Feb. 18th, 1922. Copy of Docket entries and various other papers: Sums issued for appellee May 5th, 1924, Trial: Appellants called in Court room and at the door neither answering. May 5th, 1924. Judgment zffirmed with costs above and below:

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 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #26
Filed July 12th, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Trials 1923

J.F.H.	Wilson Martin Company, a body corporate, duly incorporated under the laws of the State of Delaware.	Filed October 17th, 1922, Order to docket Narr. and check and Protest Issued October 17th, 1922. Sums in Case Sumd Ambo: Stament of Claim:
1923 Jan.	Clerk $3.85 Apprs. 5.00 Shgg. 1.20 Elsie D. Draper and Frank W. Draper, Junior, Co-Partners, trading as Draper and Draper	Rule plea 1923, Jan. 22nd Mo. for Judgment by default for want of a plea with leave to extend: mo granted: 1923, Jan. 22nd., Judgment extended by order of Court for the sum of Two Hundred Eighty Seven Dollars and twenty one cents ($287.21) with interest from date hereof until paid and costs of suit.

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 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #27.
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

J.P.S. July 83 Nov. 79	Colgate & Company Apprs. $5.00 Apprs. Clerk 3.75 Clerk .60 Shff. 1.20 VS Harry P. Draper and Frank W. Draper, Junior, Co-Partners trading as Draper and Draper	Filed Apr. 28th, 1922, Order to issue Issued Apr. 28th, 1922. Sums in case 5/2/22 Sumd ambo: Rule Narr. Narr filed June 26th, 1922: Rule plea: Nov. 6th, 1922, mo for judgment by default for want of a plea with leave to extend: November 6th, 1922. Judgment extended by order of Court for the sum of One Hundred Eighty One Dollars & fifty seven cents with interest from date hereof until paid and costs of suit.

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 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #28
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Civil Docket #2 Case #474 Atty J.F.H.	Wilson Martin Co., a body corporate Plaintiff VS Elsie D. Draper and Frank W. Draper, Jr., Co-Partners trading as Draper & Draper.	Copy of Judgment filed Nov. 2nd., 1922. Action in debt. Summons for debt $94.94 is sued October 5th, 1922, to Sanford E. Spry, Sheriff, returnable October 13th, 1922, at 11 o'clock A. M. Summons returned: Summoned ambo October 12th, 1922, Trial set for October 20th, 1922 at 11 o'clock A. M.

October 20th, 1922, Ex parte trial, defendants not appearing. Judgment entered in favor of Wilson Martin Company, a body corporate, plaintiff, against Elsie D. Draper and Frank W. Draper, Jr. Co-Partners, trading as Draper and Draper defendants for debt $94.94 with interest from date until paid,and cost amounting to $2.00. Fifa issued October 28th, 1922, to Sanford E. Spry, Sheriff returnable Dec. 28th, 1922.

Ezekiel M. Forman J. P.

10/28, Transcript 15.

True Copy from my docket
Test: Ezekiel M. Forman J. P. (SEAL)

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

I hereby certify that the above is a true copy of the J. P. Judgment recorded 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 23rd day of June in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #29
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Case #386
Civil Docket #2
Atty J.P.S.

J.W. Bronner,W.T. Marvel and R. Kirk Headley, Co-Partners, trading as Bronner,Marvel and Headley, Plaintiffs,

VS

Harry P. Draper and Frank W. Draper, Jr. co-partners, trading as Draper and Draper Defendants.

Fifa to July Term 1925, No. 9
Fifa to July Term, 1926, No. 3

Copy of Judgment filed Aug. 8th, 1922
Action in debt, Summons for debt $97.56 issued April 29th, 1922, to Sanford E. Spry, Sheriff returnable May 4th, 1922, at 7.30 o'clock P. M. Summons returned summoned.
Trial set for May 12th, 1922 at 8 o'clock P. M.
May 12th, 1922, Ex parte trial, defendants not appearing, Judgment entered in favor of J. W. Bronner, W. T. Marvel and R. Kirk Headley, co-partners, trading as Bronner, Marvel and Headley, plaintiffs, against Harry P. Draper and Frank W. Draper, Jr. co-partners, trading as Draper and Draper, defendants for debt $97.56 with interest from date until paid and cost amounting to $2.00. Cost paid July 6th, 1922 by plaintiff.

Ezekiel M. Forman J. P.

Aug. 6th, 1922, Transcript 15

True copy from my docket

Clerk recdg. this copy 25¢
pd. by J. P. S.

Test Ezekiel M. Forman J. P. (Seal)

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

I hereby certify that the above is a true copy of the J. P. Judgment recorded 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 23rd. day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #30
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Case #387 Civil Docket #2 Atty J.P.S.	Swift and Company a body corporate Plaintiff VS Harry P. Draper and Frank W. Draper, Jr., Co-Partners, trading as Draper and Draper.	Copy of Judgment filed Aug. 8th, 1922 Action in debt, Summons for debt $96.48 issued April 29th 1922 to Sanford E. Spry, Sheriff, Returnable May 4th, 1922 at 7.30 o'clock P. M. Summons returned Summoned Trial set for May 12th, 1922 at 8.30 o'clock P. M. May 12th, 1922, Exparte trial, defendants not appearing. Judgment entered in favor of Swift and Company, a body Corporate, plaintiff against Harry P. Draper and Frank W. Draper, Jr., Co-Partners trading as Draper and Draper, defendants for debt $96.48 with interest from date until paid and cost amounting to $2.00.

Cost paid July 6th, 1922.
August 8th, 1922 Transcript 15

Ezekiel M. Forman J. P.
True copy from my docket
Test: Ezekiel M. Forman J. P. (SEAL)

Clerk for Recdg this copy 25¢ pd by J. P. S.

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

I hereby certify that the above is a true copy of the J. P. Judgment recorded in 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 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #31
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Case #429 Civil Docket #2 Attys J. P. S.	The Gerlach Barklow Co., a body corporate, Plaintiff, VS Harry P. Draper and Frank W. Draper, Jr., Co-Partners, trading as Draper and Draper Defendants	Copy of Judgment filed Aug. 8th. 1922. Action in debt. Probate attached. Summons for debt $63.12 issued July 19th, 1922, to Sanford E. Spry, Sheriff. Returnable July 27th, 1922 at 10 o'clock A. M. Summons returned Summoned ambo July 27th, 1922, Trial set for Aug. 4th, 1922, at 10 o'clock A. M. August 4th, 1922, Exparte trial, defendants not appearing. Judgment entered in favor of the

Herlach Barklow Company a body corporate, plaintiff against Harry P. Draper and Frank W. Draper, Jr., Co-Partners, trading as Draper & Draper defendants for debt $63.12 with interest from date until paid and cost amounting to $2.00.

Ezekiel M. Forman J. P.

Cost $2.00
.15
$2.15

True Copy from my docket
Test: Ezekiel M. Forman J. P. (SEAL)

8/8/22 Transcript
pd. by Plaintiff 8/8/22

Clerk for Recdg this copy 25 pd. by J. P. S.

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

I hereby certify that the above is a true copy of the J. P. Judgment recorded 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 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

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

Seal's
Place.

Special Examiner's Exhibit #32
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Trials

H.B.W.M.	Andrew Reiter and Company, a body corporate	Filed Oct. 14th, 1926, Order to docket suit, Narr and Probate Acct.
	Clerk $3.25 Pd. Jan. 24/27 Apprs. 5.00	Issued Oct. 14th, 1926, Sums in Case: Rule plea.
1927	Shgg. .60	
	VS	Sumd:- Jan. 24th, 1927. Motion for judgment by default for want of a plea with leave to extend January 24th, 1927.
Jan #53	Clerk $3.25 Pd. Jan. 24/27	Judgment extended by order of Court against the Defendant in favor of the Plaintiff for the sum of Three Hundred Eighty Seven Dollars and fifty four cents ($387.54) with interest from date hereof until paid, and costs of suit.
	Frank W. Draper, Jr.	

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

I hereby certify that the above is a true copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's
Place.

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

Special Examiner's Exhibit #33
Filed July 12, 1930.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Appearances		July Term 1927
E.H.B.Jr. M.B.B.	The Centreville National Bank of Maryland, a body corporate	Filed September Eighth, 1927. Order to docket suit, Narr and Note with power to enter judgment by confession &c.
39	VS	September Eighth, 1927, Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of Two Hundred Seventy Dollars and Seventy Seven cents (270.77) with interest from date hereof until paid and costs of suit, with all exemptions waived.
Clerk $2.85 Apprs. 5.00	Pd. E.H.B. Jr. Oct. 21/27, per receipt	
	E. D. Draper, H. B. Draper, Frank W. Draper, Jr., F. W. Draper, and Janie A. Draper	

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 23rd day of June, in the year of our Lord one thousand nine hundred and 30.

Seal's Place.

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

FINAL DECREE
Filed Mar. 26, 1932.

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

Ola D. Moore and Harry B. Moore, her husband, Bertie D. Ewing and Lawrence S. Ewing, her husband, Elva D. Turner and Thompson G. Turner, her husband,
PLAINTIFFS.

vs.

Elsie D. Draper and Harry P. Draper, her husband, Frank W. Draper, Junior, and Ruth W. Draper, his wife, and William R. Horney, Trustee of Frank W. Draper, Jr., under Deed of Trust for benefit of Creditors, The Centreville National Bank of Maryland, a body corporate, incorporated under the Laws of Congress of the United States, Andrew Reither & Company, a body corporate, incorporated under the Laws of the State of Maryland, The Gerlach Barklow Company, a body corporate, incorporated under the laws of the State of Illinois, Swift and Company, a body corporate, incorporated under the laws of Illinois, J. W. Bronner, W. T. Marvel and R. K. Headley, co-partners, trading as Bronner, Marvel and Headley, of the City of Baltimore, State of Maryland, Wilson Martin & Company, a body corporate, duly incorporated under the Laws of the State of Delaware, Colgate & Company, a body corporate, duly incorporated under the Laws of the State of New York, The Western Toy Company, a body corporate, duly incorporated under the Laws of the State of Michigan, Joseph Kaufman and Harry Kaufman, co-partners trading as Louis Kaufman and Sons of the City of Baltimore, State of Maryland, Shafer & Company, a body corporate, duly incorporated under the Laws of the State of Maryland, William T. Bishop of Queen Anne's County, Maryland, C. H. Dean of Talbot County, State of Maryland, Walter T. Wright and R. E. C. Lowe, co-partners, trading as Wright and Lowe of Queen Anne's County, Maryland, Earle R. Bishop of Queen Anne's County, State of Maryland, and B. H. Turner of Queen Anne's County,

Maryland, and E. Josephine Perry, of Queen Anne's County, Maryland,

DEFENDANTS

FINAL DECREE.

This cause standing ready for hearing and being submitted without argument, all the proceedings and testimony were read and considered.

It is thereupon, this 23rd day of May, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, adjudged, ordered and decreed that the property mentioned in these proceedings be sold; that H. B. W. Mitchell and Edwin H. Brown, Jr., of Queen Anne's County, Maryland, be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty ten thousand dollars, if corporate security be given, otherwise in double said amount conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement, inserted in a newspaper or newspapers published in Queen Anne's County, Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in six months and one-third in one year from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees, and, as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be re-invested or distributed according to law under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

LEWIN W. WICKES

Filed March 26th, 1932.

CERTIFIED COPY OF BOND
Filed June 4, 1935.

Queen Anne's County, to wit: Be it remembered that on the 4th day of June in the year nineteen hundred and thirty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell and Edwin H. Brown, Jr., of Queen Anne's County, Maryland, as principals, 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 ten thousand dollars ($10,000.00) current money to be paid to the State Of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents. Sealed with our seals and dated this third day of June, nineteen hundred and thirty five.

WHEREAS, the above bounden, H. B. W. Mitchell and Edwin H. Brown, Jr., by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, have been appointed trustees to sell the property mentioned in the proceedings in the case of Ola D. Moore et al vs. Elsie D. Draper et al said cause being numbered 2734 now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, H. B. W. Mitchell and Edwin H. Brown, Jr., 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 shall be void, otherwise to be and remain in full force and virtue in law.

H. B. W. Mitchell (SEAL)

Edwin H. Brown Jr. (SEAL)

MARYLAND CASUALTY COMPANY

Signed, sealed and delivered
in the presence of:

By H. B. W. MITCHELL
Attorney-in-fact.

MARIE SHORTALL

Corporate
Seal's
Place.

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

Security approved and Bond filed June 4th, 1935.

WILLIAM H. CARTER Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, folios 359 etc., a Bond 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 Fourth day of June, in the year nineteen hundred and thirty five.

Seal's
Place.

WILLIAM H. CARTER Clerk.

REPORT OF SALE
Filed June 4, 1935.

Ola D. Moore and others	)	In the Circuit Court for Queen
vs	)	Anne's County, in Equity, No.
Elsie D. Draper and others.	)	2734.

To the Honorable, the Judges of said Court:-

The Report of H. B. W. Mitchell and Edwin H. Brown, Jr., Trustees under the decree passed on the 23rd day of May, nineteen hundred and thirty one, in the aforesaid cause to make sale of the property mentioned in said decree to your Honors respectfully sets forth:

That after filing an approved bond in the penalty of ten thousand dollars conditioned for the faithful performance of their trust, and after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than four successive weeks previous to the day of sale, your said Trustees did attend at 1.30 o'clock p. m., on Tuesday, June 4th., 1935, in front of the Court House Door in Centreville, Maryland, and proceeded to sell the property mentioned in said decree, consisting of all that tract of land or farm known as "The Hammond Farm" or the "Peter Draper Farm", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the right or North side of the public road leading from Centreville to Queenstown and on the road leading from said public road to Wright's Neck, containing two hundred and twenty two acres of land, more or less, and accurately and fully described by metes and bounds, courses and distances in the deed to Peter Draper from B. Palmer Keating and wife and P. H. Feddeman and wife, dated December 4th., 1886, and recorded in liber S. C. D. No. 9, a land record book for Queen Anne's County, folio 263. The improvements consisting only of outbuildings, and sold the said farm or tract of land to S. Lawrence Morris, he being then and there the highest bidder therefor at and for the sum of six thousand, five hundred and fifty dollars. Your Trustees have received a check for one third of the purchase money, $2,183.34, and feel satisfied satisfactory settlement will be made for the balance. In addition to the advertised terms of sale, it was stated right after the advertisement was read that the purchaser would be entitled to receive the landlord's interest in the growing crops and would have to assume seventy five dollars, being one half of rent of dwelling house for present tenant, and seventy five dollars and forty six cents for the part of the fertilizer obligated to be paid for by the landlord. Taxes accrued prior to nineteen hundred and thirty five to be paid out of the purchase money and taxes levied in year nineteen hundred and thirty five to be paid by the purchaser.

All of which is respectfully submitted.

EDWIN H. BROWN JR.

H. B. W. MITCHELL
Trustees.

I hereby certify that on this 4th. day of June, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell and Edwin H. Brown, Jr., Trustees, and made oath that the matters and things set forth in the aforegoing report of sale were true as therein stated to the best of their knowledge and belief and that the sale was fairly made.

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

Filed June 4th, 1935.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed June 4, 1935.

TRUSTEES' SALE
of Valuable
REAL ESTATE

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in a cause therein entitled "Ola D. Moore et. al. plaintiffs vs. Elsie D. Draper et. al., defendants," being case No. 2734, the undersigned, as trustees, will sell at public sale in front of the Court House Door, in Centreville, Queen Anne's County, Maryland on Tuesday, June 4 1935 commencing at 1.30 o'clock, P. M., the following described valuable real estate, to wit:-

ALL THAT TRACT of land or farm known as "The Hammond Farm" or the "Peter Draper Farm," situate, lying and being in the 3rd Election District of Queen Anne's County, Maryland, on the right or north side of the public road leading from Centreville to Queenstown and on the road leading from said public road to Wright's Neck, containing two hundred and twenty two acres of land, more or less, and accurately and fully described by metes and bounds, courses and distances in the deed to Peter Draper from B. Palmer Keating and wife and P. H. Feddeman and wife, dated December 4th, 1886, and recorded in Liber S. C. D. No. 9, folio 263, a land record book for Queen Anne's County aforesaid.

The improvements consist only of out buildings.

This farm is nicely located and is very fertile and will make anyone a nice home or a good investment.

TERMS OF SALE AS PRESCRIBED BY DECREE-One third of the purchase money in cash, one third in six months and one third in one year from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees.

H. B. W. MITCHELL
EDWIN H. BROWN, JR.
Trustees.

THE CENTREVILLE OBSERVER

Centreville, Md. June 4, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's sale in the case of H. B. W. Mitchell and Edwin H. Brown, Jr. Trustees, in a cause entitled Ola D. Moore vs. Elsie D. Draper, 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 May, 1935, being more than twenty days before the 4th day of June, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed June 4th, 1935.

By BERTHA G. DURNEY

N I S I

CERTIFICATE OF PUBLICATION OF NISI
Filed 8/9/35.

N I S I

Ola D. Moore, et. al.

VS.

Elsie D. Draper, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2734.

ORDERED, This 4th day of June A. D., 1935, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr. and H. B. W. Mitchell, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th day of July next.

The Report states the amount of sales to be $6550.00.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed June 4th, 1935.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

Aug. 9, 1935.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies,that the Order nisi in the case of Ola D. Moore, et. al. vs. Elsie D. Moore, 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 6th day of June 1935, being more than 30 days before the 6th day of July 1935.

THE QUEEN ANNE'S PUBLISHING CO., Inc.

Filed 8/9/35. By R. H. Wilson

CERTIFICATE OF CLERK
Filed August 12, 1935.

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

Ola D. Moore, et al.,
vs.
Elsie D. Draper, et al.

Cause No. 2734.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that on this date August 12, 1935, there are no objections to the ratification of the sale in the above entitled case.

WILLIAM H. CARTER, Clerk

Filed August 12, 1935.

SUPPLEMENTAL REPORT OF SALE
Filed Aug. 12, 1935.

Ola D. Moore and others
vs.
Elsie D. Draper and others.

In the Circuit Court for
Queen Anne's County, in Equity.
No. 2734.

To the Honorable, the Judges of said Court:

The supplemental report by H. B. W. Mitchell and Edwin H. Brown, Jr., Trustees, of the sale of the real estate made by them by virtue of the decree passed in the above entitled cause, to your Honors respectfully sets forth:

That although the decree in this case for the sale of the real estate was filed on the 26th. of March, 1932, and the real estate thereby decreed to be sold immediately thereafter advertised to be sold, your Trustees owing, to the depressed condition of the real estate market, felt that it was a very inoportune time to offer the said real estate for sale and felt satisfied they would not receive an adequate bid therefor, and after being requested by several of the parties interested to postpone the said sale, your Trustees conferred with his Honor Judge Wickes who advised your Trustees that in his opinion it was an inoportune time to offer the said real estate for sale and said he though the sale should be postponed, your Trustees, therefore postponed making sale of said real estate until June 4th., 1935.

All of which is respectfully submitted,

H. B. W. MITCHELL

EDWIN H. BROWN JR.
Trustees.

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

I hereby certify that on this 12th day of August, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell and Edwin H. Brown, Junior, Trustees, and made oath that the matters and things stated in the within and aforegoing supplemental report of sale were true as therein stated and set forth and that the sale was fairly made.

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

FINAL ORDER OF COURT
Filed August 16, 1935.

Ordered, this 16th 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 sale of the real estate made and reported by H. B. W. Mitchell and Edwin H. Brown, Jr., Trustees, in the aforesaid cause of Ola D. Moore and others vs. Elsie D. Draper and others, No. 2734.

CONTINUED ON PAGE 601.

Cause No. 3022.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twentieth day of March, 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 and LILLIAN W. WALLS, 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 S. Charles Walls and Lillian W. Walls, his wife, to Juliet S. Price, bearing date the 25th day of May, 1929, and of the assignment thereof from said Juliet S. Price to William R. Horney, bearing date the 7th day of March, 1935, said mortgage and assignment being recorded in Liber B. H. T. No. 9, folios 435, 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 March 20th, 1935.

CERTIFIED COPY OF MORTGAGE
Filed Mar. 20, 1935.

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

#13,659. Q U E E N A N N E'S C O U N T Y, to wit: Be it remembered that on the 27th. day of May, in the year nineteen hundred and twenty-nine, the following Mortgage was brought to be recorded, to wit:

T H I S M O R T G A GE, made this twenty-fifth day of May, in the year nineteen hundred and twenty nine, by S. Charles Walls and Lillian W. Walls, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said S. Charles Walls and Lillian W. Walls, his wife, are jointly and severally indebted unto Juliet S. Price, of Queen Anne's County aforesaid, in the full sum of SEVENTY FIVE HUNDRED DOLLARS ($7,500.00), for money this day loaned to them by the said Juliet S. Price;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of SEVENTY FIVE HUNDRED DOLLARS ($7,500.00) shall be repaid to the said Juliet S. Price, as follows, that is to say: the sum of FIVE HUNDRED DOLLARS ($500.00) thereof shall be repaid to the said Juliet S. Price at the expiration of two years from the first day of June, nineteen hundred and twenty nine, with interest thereon in the meantime at the rate of six per centum per annum payable semi-annually from the said first day of June, nineteen hundred and twenty nine; and the balance of said sum, to wit: the sum of SEVEN THOUSAND DOLLARS ($7,000.00) shall be repaid to the said Juliet S. Price at the expiration of three years from the said first day of June, nineteen hundred and twenty nine, with interest thereon in the meantime at the rate of six per centum per annum payable semi-annually from the said first day of June, nineteen hundred and twenty nine;

AND WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid principal sum of SEVENTY FIVE HUNDRED DOLLARS ($7,500.00) 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 and Lillian W. Walls, his wife, do hereby grant and convey unto the said Juliet S. Price, her heirs and assigns, in fee simple, the following described lot or parcel of land, to wit:

ALL that lot or parcel of land, known as "The William J. Price, Junior, Residence Property", situate, lying and being on the east side of Chesterfield Avenue, near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on the north the property of W. Edward Barton and the property of the heirs of the late Eugene A. Cann, on the east the said property of the heirs of the late Eugene A. Cann and on the south the property of the Centreville High School, and more particularly described as follows, to wit: BEGINNING for the same at a point on the east side of said Chesterfield Avenue where this property corners with the said property of W. Edward Barton in the center of the hedge dividing said properties, and running thence by and with the said W. Edward Barton property in an easterly direction, a distance of two hundred (200) feet to a point, a corner for this property, the property of the said W. Edward Barton and the property of the said heirs of the late Eugene A. Cann, (said point to be marked by a definite marker); thence by and with the said property of the heirs of the late Eugene A. Cann still in an easterly direction a distance of fifty four (54) feet to a point, a corner of this property and the said property of the heirs of the late Eugene A. Cann, (said point to be marked by an iron pipe driven in the ground); thence still by and with the said property of the heirs of the late Eugene A. Cann in a southerly direction, a distance of one hundred forty eight and five-tenths (148.5) feet to the Centreville High School property, (said point being marked by an iron pipe driven in the ground); thence by and with the said Centreville High School property in a westerly direction, a distance of two hundred and fifty five (255) feet to the east side of said Chesterfield Avenue, (said point being marked by a marble post carved "H. S." and an arrow); and thence by and with the east side of said Chesterfield Avenue in a northerly direction, a distance of one hundred and seventy one (171) feet to the said place of beginning; being the same land which was granted and conveyed unto the said S. Charles Walls and Lillian W. Walls, his wife, as tenants by the entireties, by the said Juliet S. Price by deed bearing even date with this mortgage, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding 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 S. Charles Walls and Lillian W. Walls, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Juliet S. Price, her executors, administrators or assigns, the aforesaid sum of SEVENTY FIVE HUNDRED DOLLARS ($7,500.00) 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 S. Charles Walls and Lillian W. Walls, his wife, or either of them, their or either of their heirs and assigns, shall possess said property.

AND the said S. Charles Walls and Lillian W. Walls, 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 Juliet S. Price, 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 mortgageee, 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 Juliet S. Price, her executors, administrators or assigns, or J. FRANK HARPER and WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, or either of them, her 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 S. Charles Walls and Lillian W. Walls, 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 granted the said Juliet S. Price, her executors, administrators or assigns, or the said J. FRANK HARPER and WILLIAM R. HORNEY, or either of them, her 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 and Lillian W. Walls, 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:

S. CHARLES WALLS (SEAL)

TEST: (as both parties). LILLIAN W. WALLS (SEAL)

BERTHA G. DURNEY

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

I HEREBY CERTIFY that on this twenty-fifth day of May, in the year nineteen hundred and twenty nine, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared S. Charles Walls and Lillian W. Walls, his wife, and each acknowledged the aforegoing MORTGAGE to be their respective act; and at the same time also before me, the subscriber, personally appeared Juliet S. Price, the within named Mortgagee, and made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

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

BERTHA G. DURNEY
Notary Public.

Notary
Public
Seal.

Queen Annes County, to wit: Be it remembered that on the twentieth day of March, in the year Nineteen Hundred and thirty five the following assignment was brought to be recorded, to wit:

For value received, I, Juliet S. Price, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this 7th day of March, 1935.

TEST: JULIET S. PRICE (SEAL)

WILLIAM J. PRICE 3rd.

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, folios 435, 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 twentieth day of March, in the year nineteen hundred and thirty five.

Seal's
Place.

William H. Carter Clerk

CERTIFIED COPY OF BOND
Filed April 11, 1935.

Queen Anne's County To Wit:- Be it remembered that on the 11th. day of April, 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, 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 EIGHT THOUSAND DOLLARS ($8,000.00), 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 11th day of April, in the year nineteen hundred and thirty five;

WHEREAS, a certain mortgage from S. Charles Walls and Lillian W. Walls, his wife, to Juliet S. Price, bearing date the 25th day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 435, etc., a land record book for Queen Anne's County aforesaid, was by the said Juliet S. Price duly assigned to the said William R. Horney, by assignment bearing date the 7th. day of March, 1935, 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

William R. Horney (SEAL)

UNITED FIDELITY AND GUARANTY COMPANY

ATTEST:
Hilda T. Seward

by William R. Horney
Its Attorney in Fact.

Seal's Place.

And on the front of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond Filed April 11th 1935.
Wm. H. Carter Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 313, 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 11th day of April, in the year 1935.

William H. Carter, Clerk.

Seal's Place.

REPORT OF SALE
Filed April 17, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage,		In the Circuit Court for Queen Anne's County In Equity.
VS.		
S. CHARLES WALLS and LILLIAN W. WALLS, his wife, Mortgagors.		Cause No. 3022

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 S. Charles Walls and Lillian W. Walls, his wife, to Juliet S. Price, bearing date the 25th day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 435, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by the said Juliet S. Price, duly assigned to the said William R. Horney, by assignment bearing date the 7th day of March, 1935, 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 16th day of April, 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 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 property conveyed by said mortgage, described as follows, to wit: All that lot or parcel of land, known as "The William J. Price, Junior, Residence Property", situate, lying and being on the east side of Chesterfield Avenue, near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on the north the property of W. Edward Barton and the property of the heirs of the late Eugene A. Cann, on the east the said property of the heirs of the late Eugene A. Cann and on the south the property of the Centreville High School, having a frontage on said Chesterfield Avenue of 171 feet and a depth on one side of 200 feet and on the other of 255 feet, and sold the same to the said Juliet S. Price, of Queen Anne's County aforesaid, at and for the sum of Fifty Five Hundred Dollars ($5,500.00), 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 possession would be given upon the ratification of the sale by this Court; that the state and county taxes and water rent for the year 1935 would be payable by the purchaser, all taxes and water rent due and in arrears to be paid by the Assignee; that the fire insurance premium 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 Juliet S. Price 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,)
) TO WIT:
QUEEN ANNE'S COUNTY,)

I HEREBY CERTIFY that on this 17th day of April, 1935, 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.

WILLIAM H. CARTER
Clerk.

Filed April 17th, 1935.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed April 17, 1935.

ASSIGNEE'S SALE
of a valuable
RESIDENCE

Default having occurred in the mortgage from S. Charles Walls and Lillian W. Walls, his wife to Juliet S. Price, dated May 25th, 1929, and recorded in Liber B. H. T. No. 9, folios 435, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was assigned by the said Juliet S. Price to William R. Horney by assignment dated March 7th, 1935, 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, APRIL 16, 1935 beginning at the hour of 1.30 o'clock P. M., the property conveyed by said mortgage, to wit:

ALL that lot or parcel of land, known as "The William J. Price, Junior, Residence Property," situate, lying and being on the east side of Chesterfield Avenue, near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on the north the property of W. Edward Barton and the property of the heirs of the late Eugene A. Cann, on the east the said property of the heirs of the late Eugene A. Cann and on the south the property of the Centreville High School, having a frontage on said Chesterfield Avenue of 171 feet and a depth on one side of 200 feet and on the other of 255 feet.

The improvements consist of a large frame dwelling, vapor-heated, and outbuildings, all in a good state of repair.

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 the 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.

THE CENTREVILLE OBSERVER

Centreville, Md. April 16, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. of mortgage vs. S. Chas. Walls and Lillian W. Wall, 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 21st day of March, 1935, being more than twenty days before the 16th day of April 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

"EXHIBIT A"

Filed April 17th, 1935.

N I S I

William R. Horney, Assignee of Mortgage,	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
S. Charles Walls and Lillian W. Walls, his wife.	)	IN EQUITY CHANCERY No. 3022

ORDERED, This 17th day of April A. D., 1935, 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 19th 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 20th day of May next.

The Report states the amount of sales to be $5,500.00.

WILLIAM H. CARTER Clerk.

Filed April 17th, 1935.

STATEMENT OF MORTGAGE DEBT
Filed June 3, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. S. CHARLES WALLS and LILLIAN W. WALLS, his wife, Mortgagors.		In the Circuit Court for Queen Anne's County in Equity. Cause No. 3022.

STATEMENT OF MORTGAGE DEBT

Statement of the principal mortgage debt and interest as of the day of sale of the real estate made and reported in the above entitled cause, under the mortgage from S. Charles Walls and Lillian W. Walls, his wife, to Juliet S. Price, bearing date the 25th day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 435, etc., a land record book for Queen Anne's County, Maryland, said mortgage having been assigned unto the said William R. Horney for the purpose of collection by foreclosure or otherwise:

Amount of the principal mortgage debt as of the 16th day of April, 1935, (the day of sale), secured by said mortgage attached hereto, to wit: the sum of----------	$ 7,500.00
Amount of the interest due on said principal mortgage debt from the 1st day of June, 1934, (the date to which it was last paid), to the said 16th day of April, 1935, (the said day of sale), to wit: the sum of----------	393.75
Total amount of the principal mortgage debt and interest, as above set forth,----------	$ 7,893.75

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

I HEREBY CERTIFY that on this 3rd day of June, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the within named Assignee of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

WILLIAM H. CARTER
Clerk.

Filed June 3rd, 1935.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Sept. 20, 1935.

N I S I

William R. Horney, Assignee
of Mortgage,

vs.

S. Charles Walls and
Lillian W. Walls, his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3022.

ORDERED, This 17th day of April A. D., 1935 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 19th 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 20th day of May next.

The Report states the amount of sale to be $5,500.00

WILLIAM H. CARTER, Clerk
True copy test:
WILLIAM H. CARTER, Clerk.
Filed April 17, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., September 20 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assn. vs. S. Charles Walls and Lillian W. Walls, 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 18th day of April, 1935, being more than four weeks before the 20th day of June 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Dunney

Filed Sept. 20, 1935.

ORDER OF COURT
Filed Sept. 27, 1935.

FINAL ORDER OF RATIFICATION

ORDERED, this 21st day of September, 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 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 Sept. 27th, 1935.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Nov. 18, 1935.

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

William R. Horney, Assignee of Mortgage,	(	
vs.	)	Cause No. 3022.
S. Charles Walls, and Lillian W. Walls, 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 and had for the collection of the mortgage debt through foreclosure of a mortgage under power of sale contained therein and William R. Horney, assignee of mortgage, is the vendor making the sale reported in this cause. The proceeds of the sale of the cause are not sufficient to pay the mortgage debt in full so that after the sale and the application of the net proceeds of sale to the mortgage debt due on the day of sale there is a balance due by the mortgagors, who jointly made the mortgage.

That in the within account the auditor has charged the vendor with the gross amount of the sale so made by him and has then thereout allowed as follows, to wit: Unto the vendor his commissions for making the sale, the court costs of this cause, the cost of advertising notice of the sale and the several orders nisi of the cause, the auctioneer's charges for crying the sale, state and county taxes on the mortgaged property in arrears and unpaid at the time of the sale and water rent due by the mortgagors agreed to be paid by the report of sale, and the cost of his bond which has corporate surety thereon.

Unto the auditor his fee.
Unto William R. Horney as assignee of the mortgage the proceeds of the sale remaining after the allowances mentioned above.

The auditor appends below an account between the mortgagors and the assignee showing the balance due to the assignee on the mortgage debt after application thereto of the net proceeds of sale of this cause.

Which is respectfully submitted.

MADISON BROWN
Auditor.

S. Charles Walls, and
Lillian W. Walls, his wife,
to
William R. Horney, assignee of
Mortgage, DR.

1935		
Apr. 16.	To amount of mortgage debt due by said mortgagors to said assignee this date, day of sale, under the mortgage mentioned and described in this cause, per statement of mortgage debt filed	$7,893.75
CR.	By amount distributed to said assignee by within account thereon	5,073.56
	To balance due as of April 16, 1935, bearing interest from date mentioned	$2,820.19

MADISON BROWN
Auditor.

Cause No. 3022.

The proceeds of the mortgaged real estate of S. Charles Walls and Lillian W. Walls, his wife, in account with William R. Horney, assignee of the mortgage mentioned in this cause and the vendor thereunder of the real estate sold in this cause.

CR.

1935 Apr. 16	By gross proceeds of the sale made and reported in this cause	$5,500.00

DR.

" "	To William R. Horney, the vendor above mentioned for his commissions per terms of said mortgage, the sum of		$265.00
	To do., for the Court costs of these proceedings (per statement of Clerk) as follows:		
	Costs of Wm. H. Carter, clerk, ...	$18.75	
	Appear. fee of Harper & Horney	10.00	28.75
	To do., for costs of his bond with corporate surety thereon filed herein, paid said surety per account with receipt thereon exhibited, the sum of .		32.00
	To do., for costs of advertising in The Centreville Observer,		
	the notice of said sale	$13.50	
	the order nisi thereon	3.75	
	the order nisi on this audit	2.50	
	per account for same receipted and exhibited	$19.75	19.75
	To do., for charges of J. E. Anthony, for crying the sale made, to wit:		15.00
	To do., for amount of state and county taxes on property sold for year 1934, in arrears at time of the sale per account exhibited, paid county treasurer, the sum of		42.35
	To do., for balance of water rent due Town Commissioners by S. Charles Walls, mortgagor, paid per report of sale and paid per account for same receipted and exhibited, the sum of		14.59
	To Madison Brown, auditor, for stating this account, the sum of		9.00
			$426.44
	To William R. Horney, assignee of the mortgage, on account of his mortgage debt due on day of sale, this balance, to wit:		$5,073.56
			$5,500.00 $5,500.00

November 18, 1935.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of Mortgage	IN THE CIRCUIT COURT
VS	FOR QUEEN ANNE'S COUNTY
S. Charles Walls and Lillian W. Walls, his wife, Mortgagors.	IN EQUITY CASE No. 3022.

ORDERED, this 18th. day of November 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 14th. day of December, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of December, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed November 18th. 1935.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Dec. 17, 1935.

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. December 17, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wm. R. Horney, Assn. of Mtg. vs. S. Charles Walls, 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 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 Dec. 27, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. S. CHARLES WALLS and LILLIAN W. WALLS, his wife, Mortgagors.		In the Circuit Court for Queen Anne's County in Equity. Cause No. 3022.

FINAL RATIFICATION OF AUDIT

ORDERED, this 27th day of December, 1935, 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 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 Dec. 27th, 1935.

Cause No. 3009

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 Ninth day of August, in the year nineteen hundred and thirty four, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY and THOMAS J. KEATING, JR., Assignees of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
WILLIAM A. WALLS and ROXANNA WALLS, his wife, Mortgagors.	)	Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from William A. Walls and Roxanna Walls, his wife, to The Centreville National Bank of Maryland, a body corporate, bearing date the 8th day of September, 1928, and of the assignments thereof, by mesne assignments, unto the said William R. Horney and Thomas J. Keating, Jr., said mortgage and assignments being recorded in Liber B. H. T. No. 8, folios 361, etc., a a land record book for Queen Anne's County, Maryland.

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

And as in duty bound, etc.,

WILLIAM R. HORNEY

THOS. J. KEATING JR.
Assignees of Mortgage.

Filed Aug. 9th, 1934.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS
Filed Aug. 9, 1934.

#13,199. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 10th. 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 8th. day of September, in the year nineteen hundred and twenty eight, by William A. Walls and Roxanna Walls, his wife of Queen Anne's County, State of Maryland, Witnesseth:-

WHEREAS, the said William A. Walls is indebted unto The Centreville National Bank of Maryland in the full and just sum of eight thousand six hundred and forty nine dollars and twenty five cents, for which he has passed unto the said Bank a note bearing even date herewith and signed by himself and his wife, the said Roxanna Walls, said note being payable six months from date with interest thereon at the rate of six percent per annum.

AND WHEREAS, it was a condition precedent go ghe loan of said money that the prompt payment of said note and any and every renewal thereof, with the interest on said notes and the renewals thereof should be secured and assured by the execution of these presents.

NOW THEREFORE this mortgage witnesseth that in consideration of the premises and the sum of five dollars, the said William A. Walls and Roxanna Walls, his wife do hereby grant and convey unto The Centreville National Bank of Maryland, its successors and assigns, in fee simple, all those tracts or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, and consisting of two parcels, more particularly described as follows, to wit:-

Parcel No. 1. Being known as The Harry McFeeley Farm, situate in the said Queen Anne's County and on the road branching from the state road from Centreville to Easton and at a point between the farm of Mrs. Samuel Simpson and that of T. R. L. Price and leading to Queen Anne Station adjoining the lands of Rev. Henry Covington, Mrs. Samuel Simpson and others containing the quantity of one hundred and sixty five acres, more or less.

Parcel No. 2. Also a detached piece of woodland being a part of Davland Manor and Bromwell Lambeth containing the quantity of 20 acres of land, more or less and being more fully described in a deed from B. Palmer Keating, Trustee to Jane P. McFeeley, dated May 28, 1883, and recorded in Liber S. C. D. No. 3, folio 139.

The above two tracts of land are the same tracts conveyed to W. A. Walls by Madison Brown and James T. Bright, Trustees by deed dated June 9th. 1922, and recorded in J. F. R. No. 9, folio 146 &c.

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 wise appertaining.

PROVIDED, that if the said William A. Walls and Rxaanne Walls, his wife, their heirs, executors, administrators or assigns shall well and truly pay to the said The Centreville National Bank of Maryland, its successors, executors, administrators or assigns the aforesaid sum of eight thousand, six hundred and forty nine dollars and twenty five cents as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be perform, then this mortgage shall be void; and until default be made in the premises the said William A. Walls, his wife, their heirs and assigns shall possess said property.

AND the said William A. Walls and Roxanna Walls, his wife, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, his personal representatives or assign to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least their insurable value thereof in some Company or Companies approved by the said The Centreville National Bank of Maryland its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said The Centreville National Bank of Maryland, its successors executors, administrators or assigns, or Edwin H. Brown, Jr. its or their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or person 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 William A. Walls and Roxanna Walls, his wife, or the person or persons then entitled to the same.

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

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

Witness their hands and seals.

W. A. Walls (SEAL)

Test: Lida Hopkins. Roxanna Walls (SEAL)

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

I hereby certify that on this 8th. day of September in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared William A. Walls and Roxanna Walls, his wife and did each acknowledge the aforegoing mortgage to be their respective act and deed.

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

Lida Hopkins
Notary Public.

Seal's
Place.

STATE OF MARYLAND, TO WIT:-

I hereby certify that on this 8th day of September in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Spencer Wright, Cashier of The Centreville National Bank of Maryland, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and just as therein set forth.

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

Lida Hopkins
Notary Public.

Seal's
Place.

Queen Anne's County, to wit: Be it remembered that on the ninth day of August, in the year 1934, the following Assignments were 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 aforegoing mortgage unto William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of the Centreville National Bank of Maryland, without recourse or guarantee.

Witness the hand of said body corporate by William R. Wilson, its President, attested by and its seal affixed by W. Ray Tabler, its Cashier, this 30 day of July, 1934.

The Centreville National Bank of Maryland.

Attest: W. Ray Tabler,
Its Cashier

By Wm. R. Wilson
Its President.

For Value Received, we, William R. Horney, Robert E. C. Lowe, and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney and Thomas J. Keating, Jr. for the purpose of collection by foreclosure or otherwise.

Witness our hands and seals, this 8th. day of August, 1934.

William R. Horney (SEAL)
Robert E. C. Lowe (SEAL)
David D. Taylor.
Trustees of the Trusteed Assets
of The Centreville National Bank
of Maryland.

Test: A. S. Gadd, Jr.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 8, folio 361 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th. day of August, in the year 1934.

B. HACKETT TURNER Clerk

Seal's
Place.

CERTIFIED COPY OF BOND
Filed 1/12/36.

Queen Anne's County, to wit: Be it remembered that on the 5th. day of August, 1935 the following bond was filed for record to wit:

ATATE OF MARYLAND)
) TO WIT:-
QUEEN ANNE'S COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney and Thomas J. Keating, Jr., 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 TWELVE THOUSAND DOLLARS ($21,000.00), 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 eah 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 5th. day of August, in the year nineteen hundred and thirty five;

WHEREAS, a certain mortgage from William A. Walls and Roxanna Walls, his wife, to The Centreville National Bank of Maryland, a body corporate, bearing date the 8th. day of September, 1928, and recorded in Liber B. H. T. No. 8, folios 361, etc., a land record book for Queen Anne's County aforesaid, has been, by mesne assignments, duly assigned unto the said William R. Horney and Thomas J. Keating, Jr., by assignments recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden William R. Horney and Thomas J. Keating, Jr., as the Assignees as aforesaid of the above described mortgage, are 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 and Thomas J. Keating, Jr., do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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

F. Ellen Keith

ATTEST:
F. Ellen Keith

William R. Horney (SEAL)
Thos. J. Keating Jr. (SEAL)

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By William R. Horney
Its Attorney-in-fact

Corp. Seal's
Place.

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

Seal's
Place.

Security approved and Bond Filed August 5th. 1935.

William H. Carter Clerk.

I hereby certify that the aforegoing was truly taken and copied from Liber B. H. T. No. 1 folio 369 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 11th. day of January 1936.

William H. Carter Clerk.

Seal's
Place.

REPORT OF SALE
Filed August 8, 1935.

WILLIAM R. HORNEY and THOMAS J. KEATING, JR., Assignees of Mortgage, vs. WILLIAM A. WALLS and ROXANNA WALLS, His wife, Mortgagors.		In the Circuit Court for Queen Anne's County in Equity. Cause No. 3009.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney and Thomas J. Keating, Jr. Assignees of the mortgage from William A. Walls and Roxanna Walls, his wife, to The Centreville National Bank of Maryland, a body corporate, bearing date the 8th day of September, 1938, and recorded in Liber B. H. T. No. 8, folios 361, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was assigned by said body corporate, The Centreville National Bank of Maryland, to William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, by assignment bearing date the 30th day of July, 1934, and recorded among said land records at the foot of said mortgage.

2. That said mortgage was assigned by said William R. Horney, et al., Trustees as aforesaid, to the said William R. Horney and Thomas J. Keating, Jr., for the purpose of collection by foreclosure or otherwise, by assignment bearing date the 8th day of August, 1934, and recorded among said land records at the foot of said mortgage.

3. 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 time therein provided for the payment thereof.

4. That after giving notice of the time, place and terms of a sale to be held on the 4th day of September, 1934, said Assignees were stayed and enjoined from proceeding with said mortgage foreclosure proceeding by the District Court of the United States for the District of Maryland upon the petition of the said William A. Walls for an extension or composition with his creditors under the Frazier-Lehmke Act pending the final disposition of said petition, which said petition has been since finally dismissed by said District Court of Maryland.

5. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after/~~giving~~ again notice of the time, place and terms of sale by advertisement inserted 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, said Assignees did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on the 6th day of August, 1935, at 2 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceeded to sell the mortgaged property in manner following, that is to say:

> Said Assignees offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:
>
> ALL that tract of land or farm, known as "The Harry McFeeley Farm", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the state road known as the Manor Road branching from the Centreville-Easton state road at a point between the farm of Margaret F. Simpson and that of Cornelia R. Price and leading to Queen Anne, adjoining the lands of Ralph C. Baynard and Ethel T. Baynard, his wife, Margaret F. Simpson and others, and containing 165 acres of land, more or less; also a detached parcel of woodland, being a part of "Darland Manor" and "Bromwell Lambeth", and containing 20 acres of land, more or less.

And said Assignees sold the above described property, (consisting of said tract of land or farm and said parcel of woodland), to William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed

Assets of The Centreville National Bank of Maryland, for the sum of Eleven Thousand Dollars ($11,000.00), they being at that sum the highest bidders therefor.

The terms of sale, (in addition to those advertised, as will appear by reference to the certificate of the publication thereof of said advertisement of sale in The Centreville Observer, filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court, subject to the occupancy of William A. Walls as tenant for the remainder of the current year, the purchaser to have the usual rights of an incoming tenant so as to afford him an apportunity to sow fall crops.

(b) That all taxes of whatsoever kind and nature (including those for the current year) now due and/or in arrear would be payable by the Assignees.

(c) That one-half of all crops grown on said farm during the current year would remain the property of the Assignees, and that the other one-half would be reserved for the said William A. Walls as tenant.

(d) That the premium for the fire insurance on the buildings would be adjusted as of the day of sale.

(e) That it is evident from a recent survey of the front line of the tract of land or farm sold in these proceedings and a recent survey of the whole tract of land or farm belonging to Ralph C. Baynard and Ethel T. Baynard, his wife, that a strip of land, approximately 22 feet in width and being on the Manor Road, is a part of the tract of land or farm of the said Ralph C. Baynard and wife and not a part of the tract of land or farm so as aforesaid sold in these proceedings, although said strip of land has been recently and is now being tilled by the said William A. Walls as a part of the tract of land or farm so as aforesaid sold in these proceedings.

(f) And that the cost of all title papers and others expenses incident to the transfer of said mortgaged property to the purchaser would be payable by said purchaser.

6. That the said purchasers have not yet complied with the terms of sale but have agreed to do so by paying, upon demand, into the hands of said Assignees all costs and expenses incident to the foreclosure proceeding, including all taxes, they being the real owners of the aforesaid mortgage.

Respectfully submitted,

WILLIAM R. HORNEY

THOS. J. KEATING JR.
Assignees of Mortgage.

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

I HEREBY CERTIFY that on this 8th day of August, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney and Thomas J. Keating, Jr., Assignees of the mortgage mentioned and described in the aforegoing REPORT OF SALE, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of their knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER
Clerk

Filed August 8th, 1935.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Aug. 8, 1935.

ASSIGNEE'S SALE
OF A VALUABLE
F A R M

Default having occurred in the terms of the mortgage from William A. Walls and Roxanna Walls, his wife, To The Centreville National Bank of Maryland, a body corporate, dated September 8th, 1928, and recorded in Liber B. H. T. No. 8 folios 361, 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. 6 1935

beginning at the hour of 2:00 o'clock, P. M., the following described real estate, to wit:

PARCEL NUMBER ONE. All that tract of land or farm, known as "The Harry McFeeley Farm", situate in Queen Anne's County, Maryland, on the state road known as the Manor Road branching from the Centreville-Easton state road at a point between the farms of Mrs. Samuel Simpson and that of Mrs. T. R. L. Price and leading to Queen Anne, adjoining the lands of Rev. Henry Covington, Mrs. Samuel Simpson and others, and containing 165 ACRES OF LAND, MORE OR LESS

PARCEL NUMBER TWO. Also a detached piece of woodland, being a part of Davland Manor and Bromwell Lambeth, containing 20 ACRES OF LAND MORE OR LESS

The improvements consist of a dwelling, a modern cow barn and other outbuildings.

TERMS OF SALE--A cash deposit of $1,000.00 will be required on day of sale. 1-3 of the purchase price, less the cash deposit of $1,000.00, will be required upon the ratification of the sale by the Circuit Court for Queen Anne's County in Equity, and the balance of said purchase price will be required in two equal installments, payable, respectively, in 1 and 2 years from the day of sale, or all cash, at the option of the purchaser, all credit payment, 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

THOMAS J. KEATING, JR.,
Assignees of Mortgage.

HARPER & HORNEY, and
THOMAS J. KEATING, JR., Attys.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., August 6, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney and Thomas J. Keating Jr. vs. William A. Walls and Roxanna Walls his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 11th day of July, 1935, being more than twenty days before the 6th day of August, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed Aug. 8th, 1935.

N I S I

WILLIAM R. HORNEY and THOMAS J. KEATING, JR., Assignees of mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
WILLIAM A. WALLS and ROXANNA WALLS, his wife Mortgagors	)	CHANCERY No. 3009.

ORDERED, This 8th day of August A. D. 1935, that the sale of the real estate made and reported in this cause by William R. Horney and Thomas J. Keating, Jr., Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of September next.

The Report states the amount of sales to be $11,000.00.

WILLIAM H. CARTER Clerk.

Filed August 8th, 1935.

STATEMENT OF MORTGAGE DEBT
Filed Jan. 11, 1936.

WILLIAM R. HORNEY,
THOMAS J. KEATING, JR.,
Assignees of Mortgage,

vs.

WILLIAM A. WALLS and
ROXANNA WALLS, his wife,
Mortgagors.

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

Cause No. 3009.

STATEMENT OF MORTGAGE DEBT

Statement of the principal mortgage debt, interest, insurance premiums and attorney's commissions for collection due, as of the day of sale of the real estate made and reported in the above entitled cause, under the mortgage from William A. Walls and Roxanna Walls, his wife, To The Centreville National Bank of Maryland, a body corporate, bearing date the 8th day of September, 1928, and recorded in Liber B. H. T. No. 8, folios 361, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was, by mesne assignments, duly assigned unto the said William R. Horney and Thomas J. Keating, Jr., by assignments duly recorded at the foot of said mortgage.

Amount of the principal mortgage debt due as of the 6th day of August, 1935, (the day of sale), as evidenced by the promissory note secured by said note, both of which are attached hereto, to wit: the sum of----------$ 8,311.00

Amount of the interest due on said principal mortgage debt from the 8th day of September, 1932, (the date of said promissory note), to the said 6th day of August, 1935, (the said day of sale), to wit: the sum of---------- 1,451.65

Total amount of the principal mortgage debt and interest due as of the said day of sale, ----------$ 9,762.65

Amount of the premiums paid on the fire insurance policy on the buildings located on the mortgaged property,----- 93.32

Amount of the commissions due William R. Horney and Thomas J. Keating, Jr., Attorneys at Law, in whose hands the said mortgage had been placed for collection prior to the day of sale, to wit: 5% on the sum of $9,762.65, ---------- 488.13

Total amount of the principal mortgage debt, interest, fire insurance premiums and commissions, as above set forth,---$10,344.10

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

I HEREBY CERTIFY that on this 11th day of January 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney and Thomas J. Keating, Jr., the within named Assignees of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of their knowledge and belief.

WILLIAM H. CARTER
Clerk.

Filed Jan. 11th, 1936.

CERTIFIED COPY OF ORDER OF
DISTRICT COURT
Filed Jan. 11, 1936.

IN THE DISTRICT COURT OF THE UNITED
STATES FOR THE DISTRICT OF MARYLAND

In the Matter of
William A. Walls,
Bankrupt.

No. 7917
Bk. Docket.

Ordered by the District Court of the United States for the District of Maryland this 4th day of January, 1936, that the orders re-instating this proceeding, adjudicating the bankrupt and the order of the Conciliation Commissioner directing the possession of the property to remain in the bankrupt, be and the same are hereby rescinded and set aside, no cause to the contrary having been shown after service of order nisi as required.

W. CALVIN CHESNUT

U. S. District Judge.

UNITED STATES OF AMERICA,
DISTRICT OF MARYLAND, to wit:-

I, ARTHUR L. SPAMER, Clerk of the District Court of the United States for the District of Maryland, do hereby certify that the aforegoing is a true copy of the Order of Court rescinding and setting aside the orders re-instating the proceeding,etc., as therein set forth, which was entered and filed on the 4th day of January, 1936, in the therein entitled matter of William A. Walls, Bankrupt, No. 7917 Bankrupt Docket in said District Court.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said District Court this 10th day of January, 1936.

ARTHUR L. SPAMER
Clerk of said District Court.

Seal's Place.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Jan. 13, 1936.

N I S I

WILLIAM R. HORNEY, and THOMAS J. KEATING, Jr. assignees of mortgage
vs.
WILLIAM A. WALLS and ROXANNA WALLS, his wife, mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3009

ORDERED, This 8th day of August A. D. 1935, that the sale of the real estate made and reported in this cause by William R. Horney and Thomas j. Keating, Jr., assignees of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of September next.

The Report states the amount of sales to be $11,000.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed August 8th, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md. January 13, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney and Thomas J. Keating Jr. assignees of mortgage vs. William A. Walls and Roxanna Walls, his wife, mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 15th day of August, 1935, being more than four weeks before the 18th day of September 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed August 8, 1935.

Final Order of Ratification

Ordered this fifteenth day of January, nineteen hundred and thirty-six, by the Circuit Court for Queen Anne's County, in equity, that the sale of the real estate made and reported in this cause by William R. Horney and Thomas J. Keating, Jr., Assignees of mortgage, 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 assignees of mortgage are allowed the usual commissions and such proper expenses, not personal, as they shall produce vourchers for to the auditor.

THOS. J. KEATING

Filed January 16th, 1936.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed Jan. 21, 1936.

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

William R. Horney and Thomas J. Keating, Jr., Assignees of Mortgage,	)	
vs.	)	Cause No. 3009.
William A. Walls and Roxanna Walls, 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 plaintiffs above named instituted the proceedings of this cause for the purpose of collecting a mortgage assigned unto them by the sale of the mortgaged property and sold the mortgaged property under said mortgage in these proceedings and the proceeds of the sale are not sufficient to pay their mortgage debt in full.

That in the within account the auditor has charged said plaintiffs as the vendors aforesaid with the gross proceeds of the sale so made by them and has then therein allowed out of said proceeds as follows:
Unto the said vendors their commissions for making the sale per terms of the mortgage, the cost of the bond filed by them in this cause, the court costs of these proceedings, the cost of advertising the notices of sale mentioned in the report of sale and the several orders nisi of the cause, the fee of their auctioneer for selling the land and certain state and county taxes upon the mortgaged land sold unpaid at the time of the sale;
Unto the Auditor his fee for stating this account.
Unto the plaintiffs as assignees of the mortgage mentioned the balance of the amount so charged unto them remaining after these allowances.

The Auditor has made and appends to the Audit a statement of the amount due said assignees under said mortgage after the application to the mortgage debt of the amount distributed to the assignees as above set forth.

Which is respectfully submitted.

MADISON BROWN
AUDITOR.

January 21, 1936.

Filed January 21st, 1936.

Cause No. 3009.

The proceeds of the sale of the mortgaged real estate of William A. Walls, the mortgagor making the mortgage described in this cause, in account with William R. Horney and Thomas J. Keating, junior, assignees of said mortgage and the vendors under the power of sale therein contained making the sale reported in this cause.

1935 Aug. 6	CR.		
	By the amount of the gross proceeds of said sale per report of sale of said vendors filed in this cause, to wit:		$11,000.00
" "	DR.		
	To William R. Horney and Thomas J. Keating, Jr., vendors as aforesaid, for their commissions for making the sale reported per terms of said mortgage, the sum of	$485.00	
	To do., for the cost of advertising notice of mortgage sale by the first and second advertisements thereof per said report and account for said advertisements of Centreville Observer Publishing Company and for the cost of advertising in Centreville Observer, the newspaper of said company, the order nisi on said sale per account exhibited appears, to wit:	33.75	
	To do., for the Court costs of these proceedings per bill of costs of Clerk of Court as follows, to wit: Appear. fee of attorneys of plaintiffs . . . . . $10.00 Cost of said Clerk 18.75	28.75	
	To do., for the charges of J. E. Anthony for crying the sale, the sum of	30.00	
	To do., for the costs of their bond with corporate surety thereon filed in this cause to be paid said surety, the sum of	48.00	
	To do., for the cost of advertising the order nisi to be passed as to this report and account, the sum of	3.50	
	To do., for the State and County taxes on the property sold for the year 1935 payable to J. W. Keith, collector of taxes, per report of sale and tax statement exhibited, to wit: the sum of	138.00	
	Amounts carried forward	$767.00	$11,000.00

Cause No. 3009.

The proceeds of the sale of the mortgaged real estate of William A. Walls, the mortgagor making the mortgage described in this cause, in account with William R. Horney and Thomas J. Keating, junior, assignees of said mortgage and the vendors under the power of sale therein contained making the sale reported in this cause.

	DR.		CR.
	By amounts brought forward	$767.00	$11,000.00
	DR.		
	To William R. Horney and Thomas J. Keating, Jr., vendors, for the following unpaid taxes on the property sold to be paid by them to A. Sydney Gadd, Jr., as the trustee appointed to collect said taxes as follows, to wit: for year 1931 . . . . . $239.52 for year 1932 . . . . . 211.01 for year 1933 . . . . . 139.64 for year 1934 . . . . . 116.99 a total of per statements $707.16	707.16	
	To Madison Brown, auditor, for stating this account, the sum of	9.00	
		$1,483.16	
	To William R. Horney and Thomas J. Keating, Jr., assignees of the mortgage mentioned in this cause and as such the holders of the mortgage debt due under said mortgage on the day of sale, in part payment of the mortgage debt due on the day of sale per statement of mortgage debt filed in this cause this balance (which is insufficient to pay said debt in full), to wit:	9,516.84	
		$11,000.00	$11,000.00

STATEMENT OF MORTGAGE DEBT.

1935, Aug. 6 William A. Walls,
to
William R. Horney, and Thomas J. Keating, Jr.,
Assignees of Mortgage, DR.

To amount of mortgage debt due them on this date under mortgage mentioned above per statement of debt filed	$10,344.10
CR. as of this date the sum distributed to assignees above	9,516.84
To balance due by William A. Walls to said assignees under said mortgage with interest thereon from August 6, 1935, to wit: . . . . . .$	827.26

January 21, 1936

MADISON BROWN
Auditor.

Filed January 21st, 1936.

NISI RATIFICATION OF AUDIT

William R. Horney and Thomas J. Keating, Jr., assignees of mortgage	IN THE CIRCUIT COURT
VS	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
William A. Walls, and Roxanna Walls, his wife, Mortgagors	CASE No. 3009.

ORDERED, This 21st day of January in the year nineteen hundred and thirty six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of February, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of February, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed January 21st, 1936.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Feb. 17, 1936.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY and
THOMAS J. KEATING, JR.,
Assignees of Mortgage
vs.
WILLIAM A. WALLS, and
ROXANNA WALLS, his wife,
Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3009

ORDERED, This 21st day of January in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of February, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of February, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed, January 21st, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md. February 17 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney and Thomas J. Keating, Jr. vs. William A. Walls and Roxanna Walls, 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 23d day of January, 1936, being more than two weeks before the 7th day of February 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Feb. 17, 1936.

Order of Court

ORDERED by the Circuit Court for Queen Anne's County, in equity, this 17 day of February, 1936, that the aforegoing 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 preceeding order Nisi; and the assignees are 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 February 17th, 1936.

CAUSE No. 3029.

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

William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife, vs. Mary Bujnovski and Steve Bujnovski, her husband; Margila Molnar and George Molnar, infants.	In the Circuit Court for Queen Anne's County, in Equity, No. 3029

To the Honorable, the Judges of said Court:

Your orators, William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife, to your Honors, complaining, say:

1. That Stephen Roth and Julia Roth, his wife, and Thomas H. Golt and Lettie M. Golt, his wife, by deed dated October 24th., 1924, and recorded in liber B. H. T. No. 2, a land record book for Queen Anne's County, folio 441, a certified copy of said deed being filed herewith as a part hereof and Marked "Exhibit No. 1", conveyed unto John Dzara and Steve Molnar, as tenants in common, a tract of land situate, lying and being in the First Election District of Queen Anne's County, Maryland, known as "Clows Fancy", "Clows Rambles" and "Polk's Addition", on the northeastern or left hand side of the public road leading from Barclay to Templeville, containing eighty acres and twenty eight square perches of land, more or less, and by deed dated May 14th., 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 402, the said John Dzara, together with his wife, Mary Dzara, conveyed an undivided one half interest in said land to your orator, the said Max Bass, who is now seized and possessed of the same. A certified copy of said last mentioned deed being filed herewith as a part hereof and marked "Exhibit No. 2".

2. That said Steve Molnar, being seized and possessed of an undivided one half interest in said land, has departed this life intestate, leaving as his only heirs at law and next of kin, two children, the said Margila Molnar and George Molnar, both infants, and his widow, Mary Molnar, who has since intermarried with Steve Bujnovski, who are now seized and possessed of an undivided one half interest in said land, and who reside in the City of Philadelphia, in the State of Pennsylvania.

3. That said land is not susceptible of partition without material loss and injury.

4. That said Mary Bujnovski in her individual capacity and as next friend of her said two infant children, the said Margila Molnar and George Molnar, and said Max Bass have entered into a contract of sale to sell the said farm and tract of land containing eighty acres and twenty eight square perches of land, more or less, unto the said William G. Jackson and Janie Jackson, his wife, at and for the sum of thirteen hundred dollars ($1,300.00) two hundred dollars ($200.00) of said amount to be paid in cash, and out of which said two hundred dollars ($200.00) paid in cash all taxes due on said land were to be and have been paid, and said William G. Jackson and Janie Jackson were to have the immediate possession. A copy of said contract of sale is filed herewith and marked "Exhibit No. 3".

5. That it will be for the interest and advantage of said infants, and the other parties having an interest in said land that said contract of sale be carried out and ratified and confirmed by this Honorable Court, for the reason that said purchase price is the fair market value of said real estate and is as much as, if not more than, the said real estate would bring at public sale.

To the end, therefore:

(1) That said real estate may be sold under the decree of this Court for the purpose of partition of proceeds of said sales among the parties entitled thereto.

(2) That a division of the proceeds of said sale may be had among the parties owning said real estate according to their respective interests and rights under the direction of this Court.

(3) That the said contract of sale may be ratified by this Honorable Court.

(4) That a trustee may be appointed to convey said real estate unto the purchaser or purchasers, his and/or their heirs and assigns, after

payment of the purchase money by him or them by a good and sufficient deed, free, clear and discharged of the rights of all the parties to this bill.

(5) That said trustee to be so appointed may be clothed with the power and authority to collect and receive the purchase money or the unpaid portion thereof for said real estate and directed to bring the same into this Court for distribution under its orders.

(6) That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the order of publication giving notice to the said Mary Bujnovski and Steve Bujnovski, her husband, adults, and Margila Molnar and George Molnar, infants, all of the State of Pennsylvania, and 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.

And as in duty bound, Etc.,

H. B. W. MITCHELL
Solicitor for complainants.

Filed April 16th, 1935.

SPECIAL EXAMINER'S EXHIBIT A"
Filed April 16, 1935.

10,931. Queen Anne's County, to wit: Be it remembered that on the twenty seventh day of October, in the year nineteen hundred and twenty four, the following Deed was brought to be recorded, to wit:

This Deed, made this 25th day of October, in the year nineteen hundred and twenty four, by Stephen Roth and Julia Roth, his wife, and Thomas H. Golt and Lettie M. Golt, his wife, all of Queen Anne's County, State of Maryland.

Witnesseth, that for and in consideration of three thousand ($3000.00) dollars, receipt of which is hereby acknowledged, the said Stephen Roth and Julia Roth, his wife, and Thomas H. Golt and Lettie M. Golt, his wife, do hereby grant and convey unto John Dzare and Steve Molnar, of County and State aforesaid, as tenants in common, their heirs and assigns in fee simple, all that farm or tract of land situate, lying and being in the first election District of Queen Anne's County aforesaid, known as "Clows Fancy" "Clow's Rambles" and Polks Addition, on the north eastern or left hand side of the public road leading from Barclay to Templeville, which said land is described by metes and bounds, courses and distances as follows: Beginning in the middle of the aforesaid public road at a point opposite a stone at the extreme western corner of the farm hereby conveyed and running thence north 54 degrees East, 104 rods to a stake, thence south 37 degrees 45 minutes east 11.6 rods, thence south 39 degrees east, 52 rods to a stake in edge of wood where a stone is to be placed; thence south 81 degrees, 30 minutes east, 39.2 rods to a stake, this being the original of the former tract, thence south 13 degrees 45 minutes west, 50 rods, thence south 40 degrees West, 32 rods, thence north 40 degrees 45 minutes west, 42.4 rods, thence south 41 degrees west, 90.4 rods to the middle of the road, thence north 28 degrees west, 42 rods, thence north 26 degrees 45 minutes west, 54.4 rods, thence north 36 degrees 15 minutes west, 10.2 rods to the place of beginning, containing eighty acres and twenty eight square perches of land, more or less, being the same land conveyed unto Robert B. Wessell and wife by John Hall, and wife, by deed dated December 6th, 1920 and recorded in Liber J. F. R. No. 6 folio 261, a Land record book for Queen Anne's County and afterwards conveyed by Robert B. Wessel and wife to Stephen Roth and Thos. H. Golt by deed dated May 15th, 1924, and intended to be recorded among the land record books for Caroline County, Maryland.

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

To have and to hold the land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights and privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John Dzare and Steve Molnar, as tenants in common, their heirs and assigns forever, in fee simple, And the said Stephen Roth and Julia Roth, his wife, and Thomas H. Golt and Lottie M. Golt, his wife, do hereby covenant that they will warrant specially the land hereby conveyed, and that they will execute such further assurances to said land as may be requisite.

Witness the hands and seals of the said grantors.

Test: J. FRANK LANE

STEPHEN ROTH (SEAL)
JULIA ROTH (SEAL)
THOS. H. GOLT (SEAL)
LOTTIE M. GOLT (SEAL)

State of Maryland, Caroline County, to wit:

I hereby certify that on this 25 day of October, in the year nineteen hundred and twenty four, before me, the subscriber a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Stephen Roth and Julia Roth his wife, and Thomas H. Golt, and Lottie M. Golt, his wife, and did each acknowledge the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

J. Frank Lane
Notary Public.

Notary
Public
Seal.

One Two dollar and One One
Dollar Int. Rev. Stamp, endorsed S. R. 10/25/24.

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 441 &c., a Land Record Book for Queen Annes County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 16th day of April in the year Nineteen Hundred and thirty five.

Seal's
Place.

William H. Carter, Clerk
Circuit Court for Queen Annes County.

EXHIBIT # 2,
Filed April 16, 1935.

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

This Deed, made this 14 day of May in the year nineteen hundred and thirty two, by John Dzara and Mary Dzara, his wife, of City and County Philadelphia, State of Pennsylvania, Witnesseth, that for and in consideration of One Thousand Five Hundred ($1,500.00) Dollars, receipt of which is hereby acknowledged, the said John Dzara and Mary Dzara, his wife do hereby grant and convey unto Max Bass, of County Philadelphia State of Pennsylvania, his heirs and assigns, in fee simple, all their right, title, interest, property claim and demand (being a one half interest) of in and to all that farm or tract of land situate, lying and being in the First Election District of Queen Anne's County, Maryland, known as "Clows Fancy", "Clow's Rambles" and "Polks Addition", on the north eastern or left hand side of the public road leading from Barclay to Templeville, which said land is described by metes and bounds, courses and distances as follows: Beginning in the middle of the aforesaid public road at a point opposite a stone at the extreme western corner of the Farm nearby conveyed and running thence north 54 degrees east, 104 rods to stake; thence south 37 degrees 45 minutes east, 11.6 rods; thence south 39 degrees east, 52 rods to a stake in edge of wood where a stone is to be planted thence south 81 degrees 30 minutes east, 39.2 rods to a stake, this being the original beginning of the former tract; thence south 13 degrees 45 minutes west, 50 rods; thence south 40 degrees west, 32 rods; thence north 40 degrees 45 minutes west, 42.2 rods; thence south 41 degrees west, 90.4 rods to the middle of the road; thence north 28 degrees west 42 rods; thence north 26 degrees 45 minutes west 54.4 rods; thence north 36 degrees 15 minutes west, 10.2 rods to the place of beginning, containing eighty acres and twenty eight square perches of land more or less, (being the same land conveyed unto John Dzara and Steve Molnar, as tenants in common, by Stephen Rolph and wife and Thomas H. Golt and wife, by deed dated October 25th, 1924, and recorded in Liber B. H. T. No. 2 folio 441, a Land record Book for Queen Anne's County, Maryland.

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

To have and to hold the land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights and privileges, appurtenances and advantages thereto belonging or appertaining unto and to proper use and benefit of the said Max Bass in fee simple.

And the said John Dzara and Mary Dzara, his wife, do hereby covenant that they will warrant specially the land hereby conveyed and that they will execute such further assurances to said as may be requisite.

Witness the hands and seals of said Grantors.

Witness
Michael Dolinny

John Dzara (SEAL)
MARY DZARA (SEAL)

State of Pennsylvania, County of Philadelphia, ss:

I hereby certify that on this 14 day of May, in the year nineteen hundred and thirty two (1932) before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, personally appeared John Dzara and Mary Dzara, his wife and in due form of law acknowledged the above Indenture to be their and each their free act and deed, and desired the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Seal's Place.

Michael Dolinny
Notary Public

Notary Public
My commission expires March 2nd, 1933.

In the Courts of Common Pleas of Philadelphia County.

State of Pennsylvania, County of Philadelphia, SS:

I, John M. Scott, Prothonotary of the Courts of Common Pleas of said County which are Courts of Record having a common sea, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate, acting by my Principal Deputy, Meredith Hanna, or my Second Deputy, John J. Hoerr, do certify that Michael Dolliny Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proof of Deeds or conveyances for lands, tenements, and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe the signature thereto in genuine, and I further certify that the said Instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania, The impression of the seal of the Notary Public is not required by law to be filed in this office.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court, this 16th day of May in the year of our Lord one thousand nine hundred & thirty (1932)

Seal's Place.

John M. Scott, Prothonotary

By John J. Hoerr, Second Deputy Prothonotary

Durante Absentia Secundum Legem.

State of Maryland, Queen Annes County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 14, folio 402, &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 Court for Queen Annes County, this 16th day of April, A. D. 1935.

Seal's Place.

William H. Carter, Clerk Circuit for Queen Annes County.

EXHIBIT NO. 3.
Filed April 16, 1935.

THIS CONTRACT OF SALE, made this fifth day of March, in the year nineteen hundred and thirty five, by and between Mary Bujnovski of Philadelphia, Pennsylvania, in her individual capacity and for and on behalf of her two children by a former husband, Margila Molnar and George Molnar, infants, and Max Bass of Philadelphia, Pennsylvania, parties of the first part, and William G. Jack-

son and Janie Jackson, his wife, of Queen Anne's County, Maryland, parties of the second part.

WITNESSETH: That the said parties of the first part do agree to sell unto the parties of the second part, their heirs and assigns, all of that farm or tract of land situate, lying and being in the First Election District of Queen Anne's County, Maryland, known a "Clows Fancy", "Clows Rambles" and Polks Addition" on the northeastern side of the public road leading from Barclay to Templeville, and which said land was conveyed unto John Dzara and Steve Molnar by Stephen Roth and wife, and Thomas H. Golt and wife by deed dated the twenty-fifth day of October, in the year nineteen hundred and twenty four, and recorded in liber B. H. T. No. 2 folio 441, a land record book for Queen Anne's County, at and for the sum of thirteen hundred dollars, ($1,300.00); two hundred dollars ($200.00) of said amount having been paid in cash at the time of the execution of this agreement, and out of said two hundred dollars ($200.00) all taxes now due on said land are to be paid.

AND just as soon as a decree can be had for the sale of the infants' interest in this land, the parties of the second part are to pay the balance of the purchase money, without interest, in two equal parts, and the parties of the first part areto vest the parties of the second part, their heirs and assigns, with a good marketable, unencumbered title to said land. Parties of the second part are to have immediate possession.

Witness our hands and seals.

Witness:	A. B. Gaydos	Marie Bujnovski	(SEAL)
	A. B. Gaydos	Max Bass	(SEAL)
	J. A. Ware	William G. Jackson	(SEAL)
	J. A. Ware	Janie Jackson	(SEAL)

ORDER OF PUBLICATION
Filed April 16, 1935.

William G. Jackson and Janie Jackson, his wife, Max Bass and Sarah Bass, his wife,	In the Circuit Court for Queen Anne's County, in Equity.
vs.	No. 3029 Chy.
Mary Bujnovski et al.	

The object of this suit is to procure a decree for the sale of certain property in Queen Anne's County, Maryland, and to have the contract of sale made by Mary Bujnovski in her individual capacity and in behalf of her infant children, Margila Molnar and George Molnar, and Max Bass for the sale of said real estate to William G. jackson and Janie Jackson, his wife, ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity.

The bill states that Stephen Roth and Julia Roth, his wife, and Thomas H. Golt and Lettie M. Golt, his wife, conveyed unto John Dzara and Steve Molnar as tenants in common a farm in the First Election District of Queen Anne's County, known as "Clows Fancy", "Clows Rambles" and "Polk's Addition", on the northeastern or left hand side of the public road leading from Barclay to Templeville, containing 80 acres and 28 square perches of land, more or less, and that the said John Dzara and his wife conveyed an undivided one half interest in said land to Max Bass, who is now seized and possessed of the same.

That said Steve Molnar departed this life seized and possessed of an undivided interest in said tract of land leaving as his only heirs at law and next of kin his widow Mary Molnar, who has since intermarried with Steve Bujnovski, and two children, Margila Molnar and George Molnar, infants, who are now seized and possessed of the undivided one half interest in said tract of land of said Steve Molnar.

That said tract of land cannot be partitioned without material loss and injury.

That a contract of sale has been entered into by said Mary Bujnovski in her individual capacity and in behalf of her two children, the said Margila Molnar and George Molnar, infants, and by said Max Bass to sell said tract of land to William G. Jackson and Janie Jackson, his wife, for $1300.00

That the said Mary Bujnovski and Steve Bujnovski, her husband, and Margila Molnar and George Molnar are non residents.

IT IS THEREUPON, this 16th day of April, 1935, 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 20th day of May 1935, 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 solici-

tor, on or before the 5th day of June next, to show cause, if any they have, why a decree ought not to be passed as prayed.

WILLIAM H. CARTER Clerk

Filed April 16th, 1935.

ANSWER OF STEVE BUJNOVSKI
AND MARY BUJNOVSKI
Filed June 6, 1935.

William G. Jackson et al vs. Mary Bujnovski et al	In the Circuit Court for Queen Anne's County, in Equity, No. 3029.

To the Honorable, the Judges of said Court:-

The Answer of Mary Bujnovski and Steve Bujnovski, her husband, to the Bill of Complaint against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said bill of complaint and consent to the passage of such decree as may be right and proper in the premises.

STEVE BUJNOVSKI

MARI BUJNOVSKI

CERTIFICATE OF PUBLICATION
OF ORDER OF PUBLICATION
Filed June 19, 1935.

ORDER OF PUBLICATION

William G. Jackson and Janie Jackson,
his wife, Max Bass and Sarah Baxx,
his wife,
vs.
Mary Bujnovski, et. al.

In the Circuit Court for Queen Anne's County, in Equity, Case No. 3029 Chy.

The object of this suit is to procure a decree for the sale of certain property in Queen Anne's County, Maryland, and to have the contract of sale made by Mary Bujnovski in her capacity and in behalf of her infant children, Margila Molnar and George Molnar and Max Bass, for the sale of said real estate to William G. Jackson and Janie Jackson, his wife, ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity.

The bill states that Stephen Roth and Julia Roth, his wife, and Thomas H. Golt and Lettie M. Golt, his wife, conveyed unto John Dzara and Steve Molnar as tenants in common a farm in the First Election District of Queen Anne's County, known as "Clown Fancy" "Clows Rambles", and Polk's Addition" on the northeastern or left hand side of the public road leading from Barclay to Templeville, containing 80 acres and 28 square perches of land, more or less, and that the said John Dzara and his wife conveyed an undivided one half interest in said land to Max Bass, who is now seized and possessed of the same.

That said Steve Molnar departed this life seized and possessed of an undivided interest in said tract of land leaving as his only heirs at law and next of kin his widow Mary Molnar, who has since intermarried with Steve Bujnovski, and two children, Margila Molnar and George Molnar, infants, who are now seized and possessed of the undivided one half interest in said tract of land of said Steve Molnar.

That said tract of land cannot be partitioned without material loss and injury.

That a contract of sale has been entered into by said Mary Bujnovski in her individual capacity and in behalf of her two children, the said Margila Molnar and George Molnar, infants' and by said Max Bass to sell said tract of land to William G. Jackson and Janie Jackson, his wife, for $1300.00.

That the said Mary Bujnovski and Steve Bujnovski, her husband, and Margila and George Molnar are non residents.

IT IS THEREUPON, this 16th day of April, 1935, ORDERED, by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff by causing a copy of this order to be inserted in some newspaper published in said Queen Anne's

County, once in each of four successive weeks before the 29th. day of May, 1935, give notice to the said absent defendant of the object and substance of this bill, warning them to appear in Court in person or by solicitor, on or before the 5th day of June next, to show cause, if any they have, why a decree ought not to be passed as prayed.

WILLIAM H. CARTER, Clerk.
True Copy-Test:
WILLIAM H. CARTER, Clerk
Filed April 16th, 1935.

THE QUEENSTOWN NEWS.

This is to certify that advertisement of the annexed notice (Order of publication) was inserted in The Queenstown News, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th. day of May, nineteen hundred and thirty five.

THE QUEENSTOWN NEWS

By M. W. AKER
Publisher and Proprietor.

PETITION FOR APPOINTMENT
OF GUARDIAN AD LITEM
Filed June 19, 1935.

William G. Jackson et al	)	In the Circuit Court for Queen
vs.	)	Anne's County, in Equity.
Mary Bujnovski et al	)	No. 3029

To the Honorable, the Judges of said Court:-

The petition of William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife, to your Honors respectfully sets forth:

1. That the order of publication heretofore passed in the above entitled cause giving notice to Margila Molnar and George Molnar, both infants, and others, non residents of this state, of the object and substance of the bill of complaint filed against them in this suit has been duly published as therein ordered by this Court in a newspaper published in Queen Anne's County once in each of four successive weeks before the 20th. day of May, 1935, warning them to appear in this Court in person or by Solicitor on or before the 5th. day of June, 1935, but being infants they cannot answer and defend this suit for themselves; that neither the said Margila Molnr or the said George Molnar has a legal guardian residing within the jurisdiction of this Court; that it is necessary that some person or persons be appointed by this Honorable Court the guardian ad litem of said infant defendants to answer and defend this suit.

Your petitioners, therefore, pray your Honors to appoint a guardian ad litem or guardians ad litem to appear and answer for said infants.

H. B. W. MITCHELL
Solicitor for petitioners.

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

I hereby certify that on this 19th. day of June, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Solicitor for William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife, and made oath that the matters and things stated in the aforegoing petition were true as stated, to the best of his knowledge and belief.

Filed June 19-1935.

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

ORDER OF COURT
Filed June 24, 1935.

ORDERED, this 24th day of June, 1935, by the Circuit Court for Queen Anne's County, in Equity, that Verna M. Crowl be, and she is hereby, appointed guardian ad litem to appear and answer for Margila Molnar

and George Molnar, infant defendants in the above cause.

THOS. J. KEATING

Filed June 24th, 1935.

Answer of Magila Molnar and
George Molnar
Filed June 24, 1935.

William G. Jackson et al vs. Mary Bujnovski et al.	In the Circuit Court for Queen Anne's County, in Equity. No. 3029.

To the Honorable, the Judges of said Court:

The joint and several answer of Margila Molnar and George Molnar, infants, by Verna M. Crowl, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife, against them in this Court exhibited.

These defendants, being infants, cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this Court.

VERNA M. CROWL
guardian ad litem.

PETITION FOR APPOINTMENT OF
SPECIAL EXAMINER
Filed June 24, 1935.

William G. Jackson & al vs. Mary Bujnovski et al.	In the Circuit Court for Queen Anne's County, in Equity. No. 3029.

To the Honorable, the Judges of said Court:-

The petition of William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife, to your Honors respectfully sets forth:

1. This cause being at issue, intersts of infants being involved and the Solicitor for the plaintiffs being the Standing Examiner of this Honorable Court, your petitioners pray your Honors to pass an order appointing a Special Examiner to take testimony in said cause and referring the proceedings of said cause to the Special Examiner appointed for the purpose, to take testimony in support of the allegations of the bill of complaint filed in said cause.

Respectfully submitted.

H. B. W. MITCHELL
Solicitor for petitioners.

ORDER OF COURT

ORDERED, this 24th day of June, 1935, by the Circuit Court for Queen Anne's County, in Equity, on the aforegoing petition that John Palmer Smith be, and he is hereby, appointed Special Examiner to take testimony in the aforesaid cause of William G. Jackson et al vs. Mary Bujnovski et al, said cause being No. 3029 in this Court, and the proceedings in said cause are hereby referred to John Palmer Smith special Examiner, to take testimony in support of the allegations of the bill of complaint filed in said cause.

THOS. J. KEATING

TESTIMONY
Filed July 9, 1935.

William G. Jackson, et al., vs. Mary Bujnovski, et al.,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

CHANCERY CAUSE No. 3029.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Special Examiner, having been notified by H. B. W. Mitchell, Solicitor for the Plaintiffs, that he desired to take testimony in the above entitled Cause on Saturday, July 6th, 1935, at the hour of 10 o'clock, A. M., the proceedings in this Cause having been referred to me as Special Examiner to take testimony, I having been appointed by this Court as Special Examiner to take such testimony, and having qualified, I did meet at my office in Centreville, Maryland, on Saturday, July 6th, 1935, at the hour of ten o'clock A. M., there being present H. B. W. Mitchell, solicitor for the Plaintiffs, and William G. Jackson, Janie Jackson and Mary Bujnovski and Steve Bujnovski, and proceeded to take the following testimoney, to wit:-

Mary Bujnovski, the first witness, of lawful age, one of the Defendants, after having been duly sworn, deposes and says:-

1st. Int: State your name, age, residence and occupation?

Ans. My name is Mary Bujnovski, I live in Philadelphia, my occupation is housework.

2nd. Int. Do you know the parties to this suit?

Ans. I do.

3rd. Int: What relation do you bear to the parties in this suit or any of them.

Ans. I am the wife of Steve Bujnovski and the mother of Margila Molnar and George Molnar, both of whom are infants.

4th Int: Where and with whom do the said Margila Molnar and George Molnar reside and live?

Ans. They both live with me at 633 North Marshall Street, Philadelphia, Pa.

5th Int. Are the said Margila Molnar and George Molnar infants, and if so, what is their respective ages?

Ans. They are both infants, Margila Molnar being 13 years old and George is 8 year sold.

6th Int. Do you know the farm or tract of land known as "Clow's Fancy", "Clow's Rambles", and "Polk's Addition", in the First Election District of Queen Anne's County, Maryland.

Ans. I do.

7th. Int. I now hand you certified copy of deed marked "Exhibit No. 1. Say whether the land, which is the subject matter of this suit, is the same land as that described in the deed, of which this is a certified copy?

Ans. It is.

Note:- The paper writing marked "Exhibit No. 1" is handed to the Special Examiner to be filed by him and is filed and marked "Special Examiner's Exhibit A".

8th Int. I now hand you certified copy of deed marked "Exhibit No. 2". Will you please state what this is?

Ans. This is certified copy of deed from John Dzara and Mary Dzara, his wife, to Max Bass, of an undivided one-half interest in the above mentioned farm.

Note: Certified copy of deed marked Exhibit No. 2", is now handed to Special Examiner to be filed and is filed by him and marked "Special Examiner's Exhibit B".

9th Int. Did you know Steve Molnar, and is he living or dead?

Ans. Yes, I did know him. He is dead.

10th Int. What relation did you bear to him?

Ans. He was my husband.

11th Int. Did he die testate or intestate?

Ans. He died intestate.

12th Int. What heirs or next of kin did he leave surviving him?

Ans. He left me as his widow surviving him, and two children, Margila and George Molnar, as his only heirs and next of kin.

13th Int. I now hand you paper writing marked "Exhibit No. 3". State what it is?

Ans. It is a contract of sale of the farm and tract of land which is the subject matter of this suit, made by myself in my individual capacity and as next friend for and in behalf of Margila Molnar and George Molnar, my two children and the two infant defendants.

Note: The contract of sale marked Exhibit No. 3" is now handed to Special Examiner to be filed and is filed and marked Special Examiner's Exhibit C".

14th Int. State whether, when this contract of sale was executed anything was paid on account of the purchase money therein mentioned, and if so, how much, and who received it?

Ans. Yes, $200.00 was paid in cash, out of which amount, in accordance with the terms of the contract of sale, the taxes that had been levied against and accrued against the said farm for the year 1933 and the year 1934, amounting to, together with interest, $80.45, was paid, and the balance, $119.55, was divided, one-half to myself in my individual capacity and as next friend of my two said children, and the other half to Max Bass.

15th Int. Has the farm mentioned in these proceedings and in said contract of sale, or the undivided one-half interest therein, been producing any income for you and the two said children, the two infant defendants?

Ans. No, we have been receiving nothing from it.

16th Int. What means of support have these two children, the two infant Defendants.

Ans. They have nothing, except the support that is provided for them by myself and my second husband, Steve Bujnovski.

17th Int. State whether or not in your opinion it will be for the interest and advantage of said infants, and the other parties having an interest in this land, that the said contract of sale be carried out and ratified and confirmed by the court, and give your reasons?

Ans. Yes, it will be for the interest and advantage of all the parties to have the contract of sale carried out and ratified and confirmed by the Court because the parties who have contracted to sell the farm and the infant defendants live a long distance from it, are not experienced farmers, and have never been able to get enough from the farm to pay the taxes on it.

18th Int. Is said land susceptible of partition without material loss and injury?

Ans. It is not. Because there is only one set of buildings and if it were divided between all the parties, each parcel would be too small to be of any practical value as a farm.

19th. Int. Where does your husband Steve Bujnovski reside?

Ans. He and I live together at the address given above in Philadelphia.

Special Examiner Int.

Ansl No.

MARY BUJNOVSKI

A. B. Gaydos, the second witness, being of lawful age, after having been duly sownr, deposes and says:-

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

Ans. My name is A. B. Gaydos, I am 62 years of age, my occupation is real estate broker, and my business address and residence is 719 N. 5th Street, Philadelphia, Pa.

2nd. Int. Do you know the parties to this suit?

Ans. Yes, I know them all.

3rd Int. What relation do you bear to the parties to this suit, or any of them?

Ans. No relation to any of them.

4th Int. State, if you know, with whom the said infant defendants, Margila and George Molnar, reside and live.

Ans. They live with their mother and step-father, in the city of Philadelphia, at the address given by Mrs. Bujnovski.

5th Int. Did you know Mr. Steve Molnar, and is he living or dead?

Ans. I did know him, but he is now dead.

6th Int. Did he die testate or intestate?

Ans. He died intestate.

7th Int. Are you familiar with the contract of sale filed in this Cause, and marked Exhibit 3, and Special Examiner's Exhibit C"?

Ans. I am.

8th Int. Do you consider that it would be for the interest and advantage of said infants and the other parties having an interest in this land, that the said contract of sale be carried out and ratified and confirmed by the Court and give your reasons?

Ans. I do think it would be of benafit and advantage to all the parties to have the contract carried out and ratified and confirmed by the Court, because the parties have not been able to derive any income from the farm and they could, I believe, get some income from the investment of the purchase money from the farm.

Special Examiner:-

Ans. No.

A. B. Gaydos

J. A. Ware, the third witness, being of lawful age, after having been duly sowrn, deposes and says:-

1st Int. State your name, age, residence and occupation:-

Ans. My name is J. A. Ware, I am 33 years of age, I reside in the First Election District of Queen Anne's County, Maryland, and I am a farmer.

2nd. Int. Do you know the parties to this suit?

Ans. I know Mr. & Mrs. Jackson and I have known them for a long time. I know Mr. & Mrs. Steve Bujnovski slightly.

3rd Int. Do you know the farm and tract of land known as "Clow's Fancy", "Clow's Rambles", and Polk's Addition", and which is the subject matter of this suit, and which is located in the First Election District of Queen Anne's County, Maryland?

Ans. I do know the farm. I live within about 3 miles of it. It is located in the First election district of Queen Anne's County, Maryland, and was owned by Steve Molnar and John Dzara. John Dzara conveyed his undivided one-half interest in said land to Max Bass; and Steve Molnar is now dead.

4th Int. Could said farm and tract of land be divided between the parties, or is it susceptible of partition without material loss and injury?

Ans. It could not be divided among the parties, and it is not susceptible of partition without material loss and injury.

5th Int. Mr. Ware, there has been a contract of sale entered into for the sale of this farm and tract of land at and for the sum of $1,300.00. State whether in your opinion $1,300.00 is a fair price for said farm and tract of land?

Ans. Yes, in my opinion it is a fair price and is all the farm is worth.

6th Int. In your opinion is $1,300.00 as much as or more than could be obtained for this farm and tract of landat public sale.?

Ans. Yes, I think it is as much or more than could be gotten for the farm at public sale.

7th Int. Are you familiar with the contract of sale entered into for the sale of the farm for $1300.00?

Ans. Yes.

8th Int. Do you think it will be for the interest and advantage of the said infant defendants and the other parties having an interest in this land, that the said contract of sale be carried out and ratified and confirmed by the Court, and give your reasons?

Ans. Yes, in my opinion, it will be for the interest and advantage of the said infant defendants and the other parties having an interest in this land, that the said contract of sale be carried out and be ratified and confirmed by the Court, and my reasons are that the parties now owining the land are not experienced farmers, live a long way from the land and are not able to derive any income from it.

Special Examiner:

Ans. No.

J. A. Ware

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 two days in taking this testimony and examined three witnesses, making the charges as follows:

To John Palmer Smith, Special Examiner	$ 8.00
To Mary Bunvonski, witness.....	$ .75
To A. B. Gaydos, witness.....	$ .75
To J. A. Ware, witness.....	$ .75
	$10.25

JOHN PALMER SMITH
Special Examiner.

FOR SPECIAL EXAMINER'S EXHIBITS NOs. A, B, and C, see Exhibits Nos. 1, 2, and 3 recorded just following Bill of Complaint.

SPECIAL EXAMINER'S EXHIBIT D
Filed July 6, 1935.

NO. 139808 A

This is to Certify that the following is a true and correct copy of a certificate of death filed in the Bureau of Vital Statistics, Pennsylvania, Department of Health, as directed by Act 402 of the General Assembly, 1915, P. L. 900.

Apr. 8 1935
Date.

EVELYN JONES
Chief, Bureau of Vital Statistics.

Seal's
Place.

CERTIFICATE OF DEATH

1. PLACE OF DEATH

County of Phila.

Township of----------
or
Borough of----------
or
City of Phila.

Registration District No. 1

Primary Registration District No.

COMMONWEALTH OF PENNSYL*
VANIA
DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS

File No. 46948
Registered No. 12282

(If death occurred in a Hospital or Institution give its NAME instead of street and number).

2. FULL NAME STEPHEN MOLNAR
(a) Residence No. 1021 N 4" St. St., 16 Ward----------
(Usual Place of Abode) (If nonresident give city or town and state)

Length of residence in city or town where death occurred jrs. mos. ds. How long in U. S., if of foreign birth yrs. mos. ds.

PERSONAL AND STATISTICAL PARTICULARS

3. Sex Male
4. Color or Race White
5. Single, married, widowed or divorced, (write the word) Married

5a. If married, widowed, or divorced
HUSBAND OF
(or) WIFE of

6. DATE OF BIRTH (month, day and year)

7. AGE Years 38 Months -, Days - If Less than 1 day .....hrs. or.....Min.

8. OCCUPATION OF DECEASED
(a) Trade, profession or particular kind of work WEAVER
(b) General nature of industry, business or establishment in which employed (or employer).....
(c) Name of employer

9. BIRTHPLACE (city or town)----------
(State or Country) Checko Slovakia

MEDICAL CERTIFICATE OF DEATH

16. Date of Death May 29 , 1927
(Month) (Day) (Year)

17. I HEREBY CERTIFY, That I attended deceased from 5- 20, 1927, to 5-29, 1927 that I last saw him alive on 5-29, 1927, and that death occurred, on the date stated above, at 10 P. M.
The CAUSE OF DEATH was as follows:
Chronic Ulcerative tuberculosis c considerable wasting.
(duration) ? yrs....Mrs. days
CONTRIBUTORY (Secondary) Asthenia c cardiac failure
**********(duration)..Yrs..mos.-2 days
18. Where was disease contracted if not at place of death?--------
Did an operation precede death? No.
Date of-------- Was there an autopsy? No.

Parents

10. NAME OF FATHER Steve Molnar

11. BIRTHPLACE OF FATHER (city or town) (state or Country) Checko Slovakia

MAIDEN
12. NAME OF MOTHER Lizzie Andraso

13. BIRTHPLACE OF MOTHER (city ortown) (State or country) Checko Slovakia

14. Informant Mary Molnar (Address) 1021 N. 4" st.

15. Filed May 31, 1927. H. Lawrence Sub. Registrar

What test confirmed diagnosis? Phys. signs (Signed) Isidor T. Strittmatter, M.D. 5-31- 1927. (Address) 999 N. 6" St.

State the Disease Causing Death, or in deaths from Violent Causes, state (1) Means and Nature of injury, and (2) whether Accidental, Suicidal or Homicidal. (See reverse side for additional space).

19. Place of burial, Cremation or Removal HOLY CROSS — Date of Burial June 1-1927.

20. Undertaker A. B. GAYDOS — Address 719 N. 5" St.

ORDER NISI
Filed July 23, 1935.

William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife, vs. Mary Bujnovski and Steve Bujnovski, her husband, Margila Molnar and George Molnar, infants.	In the Circuit Court for Queen Anne's County, in Equity. No. 3029.

ORDERED, this 23rd 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 sale referred to in the proceedings of the above cause, made by Mary Bujnovski in her own right and as next friend of her two infant children, Margila Molnar and George Molnar, and on their behalf, of the tract of land called "Clow's Fancy", "Clow's Rambles" and Polk's Addition", on the northeastern or left hand side of the public road leading from Barclay to Templeville, in the First Election District of Queen Anne's County, containing eighty acres and twenty eight square perches of land, more or less, unto William G. Jackson and Janie Jackson, his wife, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of September next; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th day of August next.

The bill of complaint states the amount of sales to be $1,300.00.

THOS. J. KEATING

Filed July 23rd 1935.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Sept. 9, 1935.

N I S I

William G. Jackson and Janie Jackson, his wife, and Max Bass and Sarah Bass, his wife,
VS.
Mary Bujnovski and Steve Bujnovski, her husband, Margila Molnar and George Molnar, infants.

In the Circuit Court For Queen Anne's County, In Equity. No. 3029.

ORDERED, this 23rd 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 sale referred to in the proceedings of the above cause made by Mary Bujnovski in her own right and as next friend of her two infant children, Margila Molnar and George Molnar, and on their behalf, of the tract of land called "Clow's Fancy", "Clow's Rambles" and "Polk's Addition", on the northeastern or left hand side of the public road leading from Barclay to Templeville, in the First Election District of Queen Anne's County containing eighty acres and twenty-eight square perches of land, more or less, unto William G. Jackson and Janie Jackson, his wife, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of September next; provided a copy of this order be inserted in some newspaper

published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th day of August next.

The bill of complaint states the amount of sales to be $1,300.00.

THOMAS J. KEATING,

True Copy-
Test: WILLIAM H. CARTER, Clerk
Filed July 23rd, 1935.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

9/9/35

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi (No. 3029) in the case of William G. Jackson, etc. vs. Mary Bujnovski, etc. 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 before the 24th day of August, 1935, the first publication thereof having been made in said newspaper on the 25th day of July 1935, the last publication thereof having been made more than 30 days before the 26th day of September, 1935.

THE QUEEN ANNE'S PUBLISHING CO., Inc.

by M. M. PARKS

DECREE AND ORDER
Filed October 9, 1935.

William G. Jackson et al.		In the Circuit Court for Queen Anne's County, in Equity.
vs.		
Mary Bujnovski et al.		No. 3029.

This cause standing ready for hearing and being submitted without argument, the bill of complaint and other proceedings of said cause were read and considered.

IT IS THEREUPON, on this eighth day of October in the year 1935, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings of said cause be sold for the purpose of partition, and that H. B. W. Mitchell, of said County, be, and he is hereby appointed trustee to make said sale.

And it is further ADJUDGED, ORDERED AND DECREED as follows: That the contract of sale referred to in the proceedings of said cause made by Marie Bujnovski, of Philadelphia, Pa., in her individual capacity and for and on behalf of her two children by a former husband, Margila Molnar and George Molnar, infants, and Max Bass, of Philadelphia, Pa., parties of the first part, and William G. Jackson and Janie Jackson, his wife, of Queen Anne's County, Maryland, parties of the second part, of the tract of land called "Clows Fancy", "Clows Rambles" and "Polks Addition ", situated in the First Election District of Queen Anne's County, on the northeastern side of the public road leading from Barclay to Templeville, containing eighty acres and twenty eight square perches of land, more or less, unto William G. Jackson and Janie Jackson, his wife, two of the plaintiffs, at and for the sum of thirteen hundred dollars (two hundred dollars of said amount having been paid at the time of the execution of said contract of sale) be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the order nisi passed the 23rd. day of July, 1935, in the above cause, in relation to the said contract of sale, by the said Court. That the said real estate be sold unto the said William G. Jackson and Janie Jackson, his wife, at and for the sum of thirteen hundred dollars on the terms set forth in said contract of sale. That on the payment to the said trustee by the said William G. Jackson and Janie Jackson of eleven hundred dollars (two hundred dollars of the purchase price having been paid unto the said Mary Bujnovski and Max Bass at the time of the execution of said contract of sale) the said trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law by him, shall convey unto the said William G. Jackson and Janie Jackson, his wife, their heirs and assigns, the real estate so sold unto them, free, clear and discharged from all claims of all the parties to this cause, and of any and every person or persons claiming, by, from, or

under them or any of them. That as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale. And the said Trustee shall bring into this Court the money arising from said sale (less the two hundred dollars already paid), to be re-invested or distributed according to law under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

That the said Trustee before he shall proceed to carry out the provisions of this decree shall file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by himself, with a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of the sum of Fifteen hundred dollars if with a corporate surety, and double that amount if with personal security, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future decree or order in the premises.

THOS. J. KEATING

Decree Filed October 9th, 1935.

CERTIFIED COPY OF BOND
Filed Oct. 15, 1935

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the 15th. day of October, in the year nineteen hundred and thirty five, the following bond, was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty, 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 fifteen 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, administrators and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 12th. day of October, in the year nineteen hundred and thirty five.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the 8th. day of October, 1935, and passed in a cause in said Court wherein William G. Jackson and others are plaintiffs and Mary Bujnovski and others are defendants, said cause being No. 3029 in said Court, the above bounden H. B. W. Mitchell has been appointed Trustee to make sale of certain real estate in the proceedings in said cause mentioned and to collect the proceeds of the sale of said real estate by said decree ratified and confirmed.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounde, H. B. W. Mitchell, do and shall well and faithfully perform the trust reposed in him by said decree or which may be reposed in him by by any future decree or order in the premises, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

H. B. W. Mitchell

Signed, sealed and delivered in
the presence of
Verna Crowl

Maryland Casualty Comp.

By H. B. W. Mitchell
Attorney in Fact.

Cor. Seal
Place.

And on the back of the aforegoing Bond was thus endorsed to wit:
Security approved and Bond filed October 15th. 1935.

Wm. H. Carter Clerk

I hereby certify that the aforegoing Bond was truly taken and copied from Liber B. H. T. No. 1 folio 382 A Bond Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th. day of March, 1936.

WILLIAM H. CARTER Clerk.

Seal's
Place.

REPORT OF SALE
Filed October 17, 1935.

William G. Jackson et al		In the Circuit Court for Queen
vs.		Anne's County, in Equity. No. 3029.
Mary Bujnovski et al.		

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, Trustee appointed by the decree filed in the above cause to make sale of the real estate therein decreed to be sold unto your Honors respectfully sets forth:

1. That before proceeding to carry out the provisions of the said decree he filed with the Clerk of said Court an approved bond to the State of Maryland in the penal sum of fifteen hundred dollars.

2. That on the 15th. day of October, 1935, your Trustee sold unto William G. Jackson and Janie Jackson, his wife, named in said decree, the land described in said decree, consisting of the tract of land known as "Clows Fancy", "Clows Rambles" and "Polk's Addition", situated in the First Election District of Queen Anne's County, and containing 80 acres and 28 square perches of land, more or less, at and for the sum of thirteen hundred dollars, the amount of the purchase money named in said decree.

3. That on the 15th. of October, 1935, the said William G. Jackson and Janie Jackson, his wife, paid unto your Trustee fifteen hundred dollars by check, two hundred dollars of the said purchase price having been paid by said William G. Jackson and Janie Jackson, his wife, to the vendors at the time of the execution of the contract of sale filed in these proceedings and marked "Special Examiner's Exhibit No. C", and the only amount that came into your Trustee's hands was eleven hundre dollars.

4. That your Trustee has conveyed unto said William G. Jackson and Janie Jackson, his wife, after full payment of the balance of the purchase money as aforesaid, their heirs and assigns, all the real estate so sold unto them free, clear and discharged from all claim of all parties to said cause and of any and every personor persons claiming by, from or under them or any of them.

5. That your Trustee desires that an account may be stated between the proceeds of sale and himself and prays the Court to pass an order referring the papers in the proceedings to Madison Brown, Auditor of the Court, in order that said account may be stated.

Respectfully submitted.

H. B. W. MITCHELL
Trustee.

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

I hereby certify that on this 17th day of October, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Md., personally appeared H. B. W. Mitchell, Trustee, and made oath that the matters and things stated in the within and aforegoing report of sale were true as therein set forth and that the sale was fairly made.

WM. H. CARTER
Clerk of the Circuit Court for
Queen Anne's County,
Maryland.

Filed October 17th, 1935.

ORDER OF COURT
Filed October 23, 1935.

ORDERED, this 22nd day of October, nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing Report and petition that the papers and proceedings of the above entitled cause be, and the same are hereby, referred to Madison Brown, the Auditor of this Court, with instructions to him to state and return to this Court an account between the proceeds of the sale mentioned in the aforegoing report and H. B. W. Mitchell, the Trustee named therein, in accordance with the terms of the bill of complaint and other proceedings of the case as to the rights of the parties to the cause.

THOS. J. KEATING

Filed October 23rd, 1935.

REPORT AND ACCOUNT OF THE AUDITOR
Filed October 30, 1935.

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

William G. Jackson, Et Al,	(	
	)	
vs.	(	Cause No. 3029
	)	
Mary Bujnovski, 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:-

I have examined all the proceedings of this cause and it appears from the same as follows, to wit:

That at the time of the sale made by Mary Bujnovski and Max Bass unto William G. Jackson for $1300.00 the real estate described in these proceedings was owned by Max Bass to the extent of one undivided half part and by Mary Bujnovski, Margila Molnar and George Molnar to the extent of one-sixth part each, that is to say, one-half part was owned by these persons last named.

That said Mary Bujnovski and said Max Bass received before the Trustee was appointed in this case $200.00 of the purchase money out of which they paid taxes in arrears amounting to $80.45 leaving in their hands $119.55 as proceeds of the sales to which the above mentioned parties were entitled as follows:

Max Bass was entitled to retain $59.78,		
Mary Bujnovski was entitled to retain	19.93	
Margila Molnar was entitled to	19.92	
George Molnar was entitled to	19.92	$119.55

I do not find that the two infant defendants have as yet a legal guardian to whom Mary Bujnovski could have paid the two sums mentioned above due to said infant defendants and there is no proof in the case that these sums have been disbursed for the benefit of said infants and I conclude that the same now remains in her hands for the benefit of said infants, and the same should be paid to the legal guardian of said infants to be hereafter appointed when the other parts of the net sales shall be paid to said guardian. Therefor, in the within account I have deducted from the amount of the sales to which Mary Bujnovski is entitled to be paid by the trustee hereof said sums and have added to the share Margila is to receive from the trustee said sum of $19.92 and to the share said George is to receive from the trustee said sum of $19.92.

That in the within account I have charged H. B. W. Mitchell, Esq., the trustee named in the decree filed in this cause with the sum of $1100.00 mentioned in the decree and then have allowed him thereout, his commissions thereon for making the sale, the Court costs, costs of the advertisements of the case, cost of the bond the fee of the Auditor and the balance of the sum so charged to him remaining after these allowances I have divided among the parties owing said real estate as above set forth according to their respective rights, but with the adjustment of the infants share of the cash payment above mentioned.

Which is respectfully submitted.

October 30, 1935.

MADISON BROWN
Auditor.

Cause No. 3029.

The proceeds of the sale of the real estate of Max Bass and others, in account with H. B. W. Mitchell, the trustee appointed in this cause to make said sale.

1935		
Oct.	Cr.	
15	By amount of the sale so made, and named in said decree to be paid by the purchaser named in proceedings to be paid to the trustee, being the difference between $1300.00 and the amount $200.00 thereof paid prior to the decree, to wit: the sum of	$1,100.00
	Dr.	
" "	To H. B. W. Mitchell, trustee, for his commissions for making the sale, on sum so charged, per rule of Court, to wit:	$73.50
	To do., for the court costs of this cause per statement of same made by the Clerk filed, as follows, to wit:-	
	Costs of W.H. Carter, clerk, ... $34.75	
	Appear. fee of H.B.W. Mitchell 10.00	
	Costs of J. P. Smith, Examiner 8.00	

	Witnesses before Examiner 2.25		
	Clerk of Examiner 4.00		
	Total costs $59.00	59.00	
To	do., for costs of advertising order of publication of cause in Queenstown News, per account for same exhibited, to wit:	14.25	
To	do., for costs of advertising the order of publication on sale in Queen Anne's Record, per account for same exhibited, to wit:	3.75	
to	do., for costs of his bond with corporate surety thereon filed herein to be paid said surety, per account for same exhibited, to wit:	10.00	
To	do., for 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, the sum of	9.00	
To	balance	928.00	
		$1,100.00	$1,100.00

Cause No. 3029.

The proceeds of the sale of the real estate of Max Bass and others, in account with H. B. W. Mitchell, the trustee appointed in this cause to make said sale.

CR.

By balance brought forward, to wit: . . . . . $ 928.00

DR.

To	Max Bass, 1/2 of said balance, to wit:	$464.00	
To	Mary Bujnovski, to 1/3 of 1/2 of said balance or 1/3 of $464.00, or the sum of	$154.66	
	from which deduct that part of cash payment of $200.00 received by her for the two infant defendants mentioned below (see report of Auditor attached herewith), to wit: the sum of	39.84	
	leaving amount to be paid her	$114.82	114.82
To	Margila Molnar, infant, 1/3 of 1/2 of $928.00 or sum of	$154.67	
	to which add that part of the cash payment of $200.00 received by Mary Bujnovski for said infant	19.92	
	Amount to be paid to said Margila Molnar	$174.59	174.59
To	George Molnar, infant, 1/3 of 1/2 of $928.00 or sum of	$154.67	
	to which add that part of the cash payment of $200.00 received by Mary Bujnovski for said infant	19.92	
	amount to be paid to said George Molnar	$174.59	174.59
			$928.00

October 30, 1935.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William G. Jackson et al.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Mary Bujnovski, et al.	)	IN EQUITY
	)	CASE NO. 3029.

ORDERED, This 30th day of October 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 25th day of November, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of November, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed October 30th, 1935.

CERTIFICATE OF PUBLICATION
OF ORDER OF RATIFICATION NISI
ON AUDIT
Filed Nov. 26th, 1935.

NISI RATIFICATION OF AUDIT

WILLIAM Y. JACKSON, et, al.
vs.
MARY BUJNOVSKI, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3029.

ORDERED, This 30th day of October, 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 25th day of November, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of November, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-Test:
WILLIAM H. CARTER, Clerk
Filed October 30th, 1935.

THE QUEENSTOWN NEWS, QUEENSTOWN, MD.

This is to certify that the annexed advertisement (nisi ratification of audit) was published in THE QUEENSTOWN NEWS, a newspaper printed and published in Queen Anne's County, Md., once a week in each of two successive weeks before the 16th. day of November, 1935.

THE QUEENSTOWN NEWS
by
M. W. AKER
Publisher and proprietor.

ORDER OF COURT
Filed November 27, 1935.

Ordered, this 26th day of November, 1935, by the Circuit Court for Queen Anne's County, in Equity that the within and aforegoing report and account of the auditor, be, and the same are, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order of ratification nisi & the Trustee is to directed to disburse the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

THOS. J. KEATING

Filed November 27th, 1935.

PETITION
Filed December 19, 1935.

William G. Jackson et al.,	)	In the Circuit Court for Queen
vs.	)	Anne's County, in Equity.
Mary Bujnovski et al.	)	No. 3029.

To the Honorable, the Judges of said Court:

The petition of H. B. W. Mitchell, Trustee of the above entitled cause to your Honors respectfully sets forth:-

1. That as will appear from the proceedings in the above entitled cause, that Steve Molnar, deceased, who at the time of his death owned an undivided on_ half interest in the real estate sold by your petitioner in the aforesaid proceedings, died intestate in the State of Pennsylvania in the year 1927 and that there never has been administration granted on his estate, and that in order to protect the purchaser of said real estate it is necessary to give notice to the creditors of said Steve Molnar to file their claims as required by law.

Your petitioner therefore prays your Honors to pass an order directing that legal notice be given the creditors of said Steve Molnar to file their claims with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's within ninety days counting from the date of the first insertion of said notice in the newspaper publishing the same.

Respectfully submitted.

H. B. W. MITCHELL
Trustee.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, on the aforegoing petition that H. B. W. Mitchell, Trustee, is hereby directed to give notice by advertisement to be inserted in some newspaper published weekly in said county once a week for four successive weeks, to the creditors of Steve Molnar, deceased, to file their claims with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within ninetty days counting from the date of the first insertion of said notice in said newspaper.

THOS. J. KEATING

Filed Dec. 19th, 1935.

Clerk's Certificate.

HBWM William G. Jackson, et. al.
vs.
Mary Bujnovski, et al.

In the Circuit Court
for
Queen Anne's County,
In Equity, Chy. No. 3029

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxes costs as stated in the Auditor's Account filed in this cause on the 30th day of October, 1935, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 26th day of November, 1935.

Seal's Place.

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

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS
Filed January 24, 1936.

WILLIAM G. JACKSON and others
vs.
MARY BUJNOVSKI and others

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3029.

NOTICE TO CREDITORS.

Notice is hereby given the creditors of Steve Molnar, late of the County of Philadelphia, State of Pennsylvania, deceased, to file their claims against him with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County, Maryland, within ninety days from the 21st. day of December, 1935.

This notice is given pursuant to an order of the Circuit Court for Queen Anne's County, in Equity, passed on the 19th. day of December, 1935, in the above entitled cause.

H. B. W. MITCHELL, Trustees

THE QUEENSTOWN NEWS.

Queenstown, Md., January 16th., 1936.

This is to certify that the notice to creditors in the case of William G. Jackson et at vs. Mary Bujnovski et al., said case being No. 3029 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 21st. day of December, 1935.

THE QUEENSTOWN NEWS,

by M. W. AKER
Proprietor and Publisher

CAUSE No. 3032.

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 First day of May, in the year nineteen hundred and thirty five, the following Order was filed for record, to wit:-

FRANK S. DUDLEY, ASSIGNEE,		IN THE CIRCUIT COURT
VS.		FOR
JAMES THOMPSON, MORTGAGOR.		QUEEN ANNE'S COUNTY, IN EQUITY.

To William H. Carter, Clerk:

You will docket suit as per the above titling for foreclosure of the mortgage from James Thompson to Hiram G. Dudley dated September first, nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7 folio 474 &c., a land record book for Queen Anne's County, file in said cause a certified copy of said mortgage and the assignments thereof, and enter my appearance for the Assignee, said mortgage and the covenants therein now being in default.

THOS. J. KEATING JR.
ATTORNEY FOR ASSIGNEE.

CERTIFIED COPY OF MORTGAGE
Filed May 1, 1935.

#5108. Q U E E N A N N E'S C O U N T Y, T O WIT: be it remembered that on the Second day of September, in the year nineteen hundred and fifteen, the following Mortgage and Mortgage Bill of Sale was brought to be recorded, to wit:-

THIS MORTGAGE, made this first day of September, in the year nineteen hundred and fifteen, by James Thompson, of Queen Anne's County, in the State of Maryland, widower;

WHEREAS, the said James Thompson is justly indebted unto Hiram G. Dudley, of Baltimore City, State of Maryland, for money this day lowned to him in the full sum of Thirty Nine Hundred Dollars ($3,900.00) , which said sum is to be repaid by the said James Thompson unto the said Hiram G. Dudley, with interest thereon, as follows, that is to say:- Two Hundred Dollars ($200.00) thereof is to be repaid unto the said Hiram G. Dudley at the expiration of eighteen months from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage; Two Hundred Dollars ($200.00) thereof is to be repaid unto the said Hiram G. Dudley at the expiration of thirty months from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage; and Thirty Five Hundred Dollars ($3,500.00) thereof is to be repaid unto the said Hiram G. Dudley at the expiration of four years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage; the aforesaid sum of Thirty Nine Hundred Dollars being loaned and advanced to the said James Thompson by the said Hiram G. Dudley for the purpose of enabling the said James Thompson to pay the balance of the purchase money for the hereinafter described real estate sold and conveyed to the said James Thompson by Eugene Pennington, Executor of the last will and testament of Georgie A. Thompson, late of Queen Anne's County aforesaid, deceased, by deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to the payment of which said balance of said purchase money the aforesaid sum of Thirty Nine Hundred Dollars has been fully applied by the said James Thompson;

AND WHEREAS the said loan was made upon the express precedent agreement that the aforesaid principal sum of Thirty Nine Hundred Dollars and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage on the hereinafter described real estate and personal property;

Now, therefore, this mortgage witnesseth that in consideration of the premises and of the sum of One Dollar the said James Thompson does hereby grant and convey unto the said Hiram G. Dudley, his heirs and assigns, in fee simple, all that tract of land or farm called "Lane's Field" or by whatsoever name or names the same may be called or known, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the right of the public road running parallel with Chester River and leading from Spaniard's Neck to Land's End in Wilmer's Neck, and on both sides of the public road leading from said last mentioned road over Island Creek Bridge to Church

Hill, and bordering in part on Island Creek, adjoining the Duckett Farm of Spencer Merrick, the "France Farm" and the land of John M. Perry, and containing one hundred and thirty three acres of land, more or less, being the same and all the land which was conveyed to the said James Thompson by Eugene Pennington, Executor of the last will and testament of Georgie A. Thompson, late of Queen Anne's County, aforesaid, deceased, by deed bearing even date herewith and intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed and the references therein contained reference is hereby made for a more particular and complete description of the said tract of land or farm hereby granted and conveyed.

And for the consideration aforesaid, the said James Thompson does hereby bargain and sell unto the said Hiram G. Dudley, his executors, administrators and assigns, all the following described personal property now located and being on the above described farm called "Lane's Field", to wit:- Sorrel Mare "Polly"; Sorrel Mare "Easter"; Bay Mare "May"; Bay Horse "Roy"; Sorrel Colt "Pony Boy"; Yellow Cow, six years old; Red Cow, five years old; Red Cow, three years old; Red Cow, six years old; Red Heifer, one year old; Deering Binder; Bickford and Huffman Drill; Riding Cultivator; Elizabeth Corn Planter; Smith Corn Cutter; McCormick Mower; Farm Wagon; two York Carriages and one Buggy,

TOGETHER with all rights, roads, ways, waters, privileges and advantages belonging, or in any wise appertaining, to the aforesaid real estate and the buildings and improvements erected and being upon said real estate.

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

PROVIDED, that if the said James Thompson, his heirs, executors, administrators or assigns, shall well and truly pay to the said Hiram G. Dudley, his executors, administrators or assigns, the aforesaid sum of Thirty Nine Hundred Dollars ($3,900.00) when and as the same shall become due and payable in the amounts and at the times hereinbefore set forth, 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 unti_, default be made in the premises the said James Thompson, his heirs and assigns, shall possess said property.

AND the said James Thompson, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies approved by the said Hiram G. Dudley, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Hiram G. Dudley, his executors, administrators or assigns, or THOMAS J. KEATING and J. FRANK HARPER, or either of them, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to the said James Thompson 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 Hiram G. Dudley, his executors, administrators or assigns, or THOMAS J. KEATING and J. Frank Harper, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said James Thompson for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hand and seal of the said Mortgagor:-

JAMES THOMPSON (SEAL)

TEST:-

WM. E. THOMPSON

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

I hereby certify that on this first day of September, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James Thompson and acknowledged the aforegoing Mortgage to be his act.

WM. E. THOMPSON
Justice of the Peace.

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

I hereby certify that on this first day of September, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Thomas J. Keating, Agent for Hiram G. Dudley, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide therein set forth; and at the same time the said Thomas J. Keating further made oath as aforesaid that he is the duly authorized Agent of the said Hiram G. Dudley to make the aforegoing affidavit as to the consideration stated in the said aforegoing mortgage.

WM. E. THOMPSON
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 1st day of May, in the year Nineteen Hundred and thirty five the following Assignment was brought to be recorded, to wit:

The undersigned, Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees under the William of Hiram G. Dudley, deceased, (pursuant to an order of the Circuit Court of Baltimore City, dated the 25th day of April, in the year 1935, and said Court having assumed jurisdiction of the Trust by said Will created), do hereby transfer and assign unto Frank S. Dudley, for the purpose of collection and foreclosure, the aforegoing and within mortgage, said mortgage being a mortgage to said Hiram G. Dudley, deceased, from James Thompson dated September 1st, in the year 1915, and duly recorded in the land record books of Queen Anne's County, Maryland, in Liber W. F. W. No. 7, Folio 474 etc.

Witness our hands and seals this day of April, 1935.

Frank S. Dudley (SEAL)

Witness: as to Frank S. Dudley and Hiram G. Dudley Jr.

Hiram G. Dudley Jr. (SEAL)

Earl Callahan

Thos. J. Keating (SEAL)
Executors and Trustees.

Verna Crowl

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 7, folios 474, 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 First day of May, in the year nineteen hundred and thirty five.

Seal's Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND
Filed May 18, 1935.

Queen Anne's County, to wit:- Be it remembered that on the 18th day of May, in the year nineteen hundred and thirty-five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Frank S. Dudley of Baltimore City, in the State of Maryland, as principal, and United States Fidelity and Guaranty Company a body corporate of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand dollars, ($5,000.00), 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, 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-five.

WHEREAS, the said Frank S. Dudley, by virtue and in execution of the power of sale contained in a certain mortgage from James W. Thompson to Hiram G. Dudley dated September 1st., 1915, and recorded in Liber W. F. W. No. 7 folio 474 &c., a land record book for Queen Anne's County, and by mesne assignments assigned to the said Frank S. Dudley for foreclosure and collection, is about to make sale of the mortgaged premises, default having occurred in the covenants contained in said mortgage, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, as will appear by reference to the proceedings in said Court entitled:
"Frank S. Dudley, Assignee, vs. James Thompson, Mortgagor," No. 3032 on the Chancery Docket of said Court.

NOW THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Frank S. Dudley 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.

FRANK S. DUDLEY (SEAL)

Signed, sealed and delivered in the presence of:

Geo. Page West

UNITED STATES FIDELITY AND GUARANTY COMPANY
By: T. Hartley Marshall
Vice-President

Attest:
Asst. Secretary.

Corporate Seal's Place.

And on the back of the aforegoing Bond was thus endorsed to wit:
Security approved and Bond filed May 18th, 1935.
William H. Carter
Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, folios 344, 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 eighteenth day of May, in the year nineteen hundred and thirty five.

WILLIAM H. CARTER Clerk

Seal's Place.

REPORT OF SALE
Filed June 8, 1935.

FRANK S. DUDLEY, ASSIGNEE,	)	IN THE CIRCUIT COURT
VS.	)	FOR
JAMES THOMPSON, MORTGAGOR.	)	QUEEN ANNE'S COUNTY,
	)	IN EQUITY.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the Real Estate made in this cause by Frank S. Dudley, Assignee, respectfully shows unto your Honors:

That default having occurred in the terms of the mortgage given by James Thompson to Hiram G. Dudley dated September 1st., 1915, and recorded in Liber W. F. W. No. 7 folio 474, a land record book for Queen Anne's County, and said mortgage having, by mesne assignments, been assigned unto the said Frank S. Dudley for purpose of foreclosure and collection, the said Frank S. Dudley, Assignee, did cause suit to be docketed in this Honorable Court for foreclosure of said mortgage, and did advertise the real estate described in said mortgage for sale for four successive weeks before May 28th., 1935, as will appear by Publisher's certificate of advertisement hereto annexed and, having filed in this cause his bond in the penalty of five thousand dollars, ($5,000.00), with security approved by the Clerk of this Court, he did attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 28th., 1935, between the hours of one and two o'clock, and did then and there offer and expose said real estate for sale to the highest bidder, a complete description of said real estate being contained in said advertisement which was read prior to the sale. The said real estate was offered in its entirety upon the terms and conditions set forth in said advertisement, and the following additional terms, to-wit: That the crops growing on said farm should pass to the purchaser as provided by said mortgage; that the purchaser would be entitled to possession upon the compliance with the terms of sale, and that the purchaser would be required to pay taxes for the year 1935.

After having said sale cried the same was sold unto Ernest J. Rothwell who was then and there the highest bidder therefor at and for the sum of four thousand dollars, ($4,000.00), which your Assignee believes to be a fair value for the property. Your Assignee further reports that the purchaser has paid the sum of three hundred dollars, ($300.00), on account of the purchase price, and will comply with the remaining terms of sale within the next several days.

The report states the amount of sales to be four thousand dollars, ($4,000.00).

Respectfully submitted.

FRANK S. DUDLEY
Assignee.

Filed June 8, 1935.

STATE OF MARYLAND,
BALTIMORE CITY, TO-WIT:

I hereby certify that on this 28th day of in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made..

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

C. HOWARD STARR
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed June 8, 1935.

ASSIGNEE'S SALE
of a Valuable
FARM AND PERSONAL PROPERTY

Default having occurred in the terms of the mortgage given by James Thompson to Hiram G. Dudley dated September 1, 1915, and recorded in Liber W. F. W. No. 7 folio 474, a land record book for Queen Anne's county, and said mortgage having, by mesne assignments been assigned unto the undersigned Frank S. Dudley for purposes of foreclosure and collection, the said Frank S. Dudley, Assignee, by virtue of the power of sale and authority contained in said mortgage, 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, MAY 28th, 1935 between the hours of 1 and 2 o'clock P. M., all of the following described real estate granted, and conveyed by the aforesaid mortgage as follows, to-wit:

REAL ESTATE

ALL that tract of land or farm called "Lane's Field" or by whatsoever name or names the same may be called or known, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the right of the public road running parallel with Chester River and leading from Spaniard's Neck to Land's End

in Wilmer Neck, and on both sides of the public road leading from said last mentioned road over Island Creek Bridge to Church Hill, and bordering in part on Island Creek, adjoining the Duckett Farm of Specer Merrick, the "France Farm" and the land of John M. Perry, and containing one hundred and thirty-three acres of land, more or less, being the same and all the land which was conveyed to the said James Thompson by Eugene Pennington, Executor of the last will and testament of George A. Thompson, late of Queen Anne's County aforesaid, deceased, by deed bearing even date herewith and intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed and the references therein contained reference is hereby made for a more particular and complete description of the said tract of land or farm hereby granted and conveyed.

There are electric and telephone lines within 100 feet of the house and three is about 30 acres of good woodland and marsh.

TERMS OF SALE: One-third of the purchase money will be payable in cash on the day of sale and the balance thereof in two equal installments, payable respectively 6 and 12 months after day of sale, with interest, the purchaser or purchasers giving their promissory note or notes with security thereon satisfactory to the undersigned Assignee, or all cash at the option of the purchaser. The purchaser will be expected to pay expenses of all title papers and revenue stamps. Other conditions to be made known on day of sale.

FRANK S. DUDLEY
Asignee.
THOS. J. KEATING, Jr., Attorney
J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., ...193...

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's sale in the case of Frank S. Dudley, Assn., vs. James Thompson 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 May, 1935, being more than twenty days before the 28th day of May, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed June 8th, 1935. By Bertha G. Durney

N I S I

Frank S. Dudley Assignee VS. James Thompson	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3032.

ORDERED, This 8th day of June A. D., 1935, that the sale of the real estate made and reported in this cause by Frank S. Dudley, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of July next.

The Report states the amount of sales to be $4000.00.

WILLIAM H. CARTER Clerk

Filed June 8th, 1935.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed July 31st, 1935.

N I S I

Frank S. Dudley, Assignee
vs.
James Thompson

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3032.

ORDERED, This 8th day of June A. D., 1935, that the sale of the real estate made and reported in this cause by Frank S. Dudley, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of July next.

The Report states the amount of sales to be $4,000.00.

WILLIAM H. CARTER, Clerk

True Copy Test:
WILLIAM H. CARTER, Clerk.
Filed June 8th, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., July 31, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the In order nisi in the case of Frank S. Dudley, Assignee vs. James Thompson 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 June, 1935, being more than four weeks before the 15th day of July, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

STATEMENT OF MORTGAGE DEBT
Filed Aug. 2, 1935.

FRANK S. DUDLEY, ASSIGNEE,		IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY,
JAMES THOMPSON, MORTGAGOR.		IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Balance of principal of mortgage debt due under mortgage from James Thompson to Hiram G. Dudley Dated September 1st., 1915, and recorded in Liber W. F. W. No. 7 folio 474, and held by Frank S. Dudley by assignment	$2,700.00
Interest thereon to May 28th., 1935, (the day of sale)	598.63
TOTAL MORTGAGE DEBT	$3,298.63

STATE OF MARYLAND,
BALTIMORE CITY, TO-WIT:

I hereby certify that on this first day of Aug. in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, Assignee, and made oath in due form of law that the above statement of mortgage debt is true as therein set forth, and that no part of same has been paid.

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

C. HOWARD STARR
Notary Public.

Notary
Public
Seal.

ORDER OF COURT
Filed Aug. 24, 1935.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 20th day of August in the year nineteen hundred and thirty-five, that the sale of the real estate made and reported in this cause by Frank S. Dudley, Assignee, 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 allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

WM. MASON SHEHAN
Judge

Filed Aug. 24th, 1935.

REPORT AND ACCOUNT OF THE AUDITOR
Filed September 13, 1935.

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

Frank S. Dudley, Assignee,	(	
vs.	)	Cause No. 3032.
James Thompson, Mortgagor.	(	

To the Honorable, the Judges of said Court:

The report of Madison Brown, the Auditor of the Court, unto Your Honors respectfully sets forth as follows:-

That these proceedings were instituted and have been conducted for the sale of mortgaged property under a mortgage conveying the same for the payment of a mortgage debt, and the proceeds of the sale amount to more than the costs incident to the sale and the indebtedness due on the day of the sale.

That the Auditor has stated the within account by first charging Frank S. Dudley as the vendor making the mortgage sale with the gross proceeds of the sale made by him and then thereout allowing as follows, to wit:
Unto the said vendor his commissions for making the sale as provided by the terms of the mortgage, the cost of his bond, the cost of advertising the notice of the sale and the several orders nisi of the case, the Court costs of the cause, the charges of the auctioneer for crying the sale and taxes due upon the mortgaged property and in arrears at the time of the sale unto the State of Maryland and Queen Anne's County and to be paid by the vendor to the state and county mentioned.
Unto the Auditor his fee.
Unto Frank S. Dudley as assignee of the mortgage the amount of the mortgage debt due him on the day of the sale per statement of the mortgaged debt filed.
These allowances do not consume the entire gross sale and the balance thereof remaining after these allowances is left subject to the future order of this court.

Which is respectfully submitted.

MADISON BROWN
Auditor.

September 13, 1935.

Cause No. 3032.

The proceeds of the sale of the mortgaged real estate of James Thompson, the mortgagor making the mortgage described in this cause, in account with Frank S. Dudley, the assignee of said mortgage and the vendor selling the mortgaged property under said mortgage through the proceedings in this cause.

1935	CR.	
May 28	By amount of the gross sale of said real estate per the report of sale of said vendor filed herein, to wit:	$4,000.00
" "	DR.	
	To Frank S. Dudley, the vendor making sale sale, for his commissions for making the sale per terms of the mortgage, to wit: the sum of	$205.00
	To do., for the cost of his bond filed herein with corporate surety thereon to be paid said surety, the sum of	20.00
	To do., for the Court costs of these proceedings per statement of the Clerk as follows, to wit: Costs of W. H. Carter, clerk, ... $18.75 Appear. fee of Thos. J. Keating, Jr. . . 10.00	28.75
	To do., for the cost of advertising in The Centreville Observer, notice of the sale made and the order nisi on the sale per account for same exhibited, the sum of	20.25
	To do., for the charges of J. E. Anthony, auctioneer for crying the sale made per account for same exhibited, to wit: sum of, . .	25.00
	To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of	3.50
	To do., to be paid to the Collector of Taxes, State and County, for taxes levied against the mortgaged property in the name of James T. Thompson, unpaid and in arrears at time of sale, per statement exhibited, for year 1930 . . . . . .$54.43 for year 1931 . . . . . .107.95	

for year 1932	.95.59		
for year 1933	.63.07		
for year 1934	.52.71		
Total of	$373.75	373.75	
To Madison Brown, auditor, for stating this account . . .		9.00	
		$685.25	
To Frank S. Dudley, assignee of said mortgage, the full payment of his mortgage claim		.3,298.63	
To balance to remain subject to Court's order		16.12	
		$4,000.00	$4,000.00

September 13, 1935.

MADISON BROWN Auditor.

NISI RATIFICATION OF AUDIT

FRANK S. DUDLEY, Assignee,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
JAMES THOMPSON, Mortgagor.	IN EQUITY
	CASE No. 3032.

ORDERED, This 13th day of September 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 19th day of October, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of October, 1935, in some newspaper printed and published in Queen Anne's County.

WM. H. CARTER Clerk.

Filed September 13th, 1935.

CERTIFICATE
Filed October 26, 1935.

Clerk's Certificate.

Frank S. Dudley, Assignee	In the Circuit Court
vs.	for
James Thompson Mortgagor.	Queen Anne's County, In Equity, Chy. No. 3032.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's account filed in this cause on the 26th day of October, 1935, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 26th day of October 1935.

Seal's Place.

WILLIAM H. CARTER
Clerk of the Circuit Court

for Queen Anne's County.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed October 82, 1935.

NISI RATIFICATION OF AUDIT

FRANK S. DUDLEY, Assignee
vs.
JAMES THOMPSON, Mortgagor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3032.

ORDERED, This 13th day of September 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 19th day of October, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of October, 1935, in some newspaper printed and published in Queen Anne's County.

WM. H. CARTER, Clerk
True Copy Test;
WM. H. CARTER, Clerk
Filed Sept. 13, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., October 28 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Frank S. Dudley, Assignee vs. James Thompson, 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 two successive weeks the first publication thereof having been made in said newspaper on the 19th day of September, 1935, being more than two weeks before the 11th day of October, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed October 28th, 1935.

CERTIFIED COPY OF PETITION AND ORDER
Filed Nov. 14, 1935.

Petition & ORDER

Hiram G. Dudley, Jr., Executor And Trustee	:	In The
vs.	:	Circuit Court
Frank S. Dudley and Thomas J. Keating, Executors And Trustees	:	Of
.....	:	Baltimore City

To The Honorable Judges of Said Court.

The petition of Frank S. Dudley, Hiram G. Dudley, Jr. and Thomas J. Keating, Executors and Trustees under the will of Hiram G. Dudley, deceased, respectfully states and shows.

That among the assets of the estate in your petitioners' hands in the above cause is a certain mortgage executed to their decedent as a lien on real estate located in Queen Anne's County, Maryland, by one James Thompson on September first, in the year 1915, and which mortgage is now of record in Liber W. F. W. No. 7, folio 474 etc., a mortgage record of Queen Anne's County.

That the original principal debt secured by said mortgage was in the amount of Thirty-nine Hundred Dollars and said principal debt has been reduced by payment on account and that there is now due and owing thereunder the amount of $2700.00 together with interest from the first day of March in the year 1932.

That the covenants in the said mortgage are now in default in the failure of the mortgagor to pay taxes upon the land and in failure to pay interest and hence it becomes advisable to assign said mortgage to one of the trustees, (Frank S. Dudley) for collection and foreclosure for account of your petitioners.

Your petitioners, therefore, pray that an order may by your Honor be passed empowering your petitioners to make the assignment above mentioned to said Frank S. Dudley.

Frank S. Dudley

Hiram G. Dudley, Jr.

Thos. J. Keating
Trustees.

The above petition having been read and considered It Is Thereupon Ordered this 25th day of April in the year 1935, that the prayer of said petition be and the same hereby is granted the petitioners.

Joseph N. Ulman

STATE OF MARYLAND,

CITY OF BALTIMORE, ss:

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

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 12th day of November A. D. 1935

Seal's Place.

CHAS. R. WHITEFORD
Clerk

Filed Nov. 14, 1935.

ORDER OF COURT
Filed Nov. 14, 1935.

ORDERED, this 29th day of October in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account filed in these proceedings by Madison Brown, Auditor, be, and the same is, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed 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.

J. OWEN KNOTTS
JUDGE

Filed Nov. 14, 1935.

PETITION OF JAMES THOMPSON
FOR ASSIGNEE TO PAY OVER
SURPLUS PROCEEDS OF SALE.

FRANK S. DUDLEY, Assignee vs. JAMES THOMPSON Mortgagor		In the Circuit Court for Queen Annes County in Equity.

To the Honorable, the Judges of said Court:

The Petition of James Thompson, mortgagor, respectfully shows unto your Honors:

That as will appear by the audit heretofore made of the proceeds of sale in this cause and duly ratified, there is a balance of sixteen dollars and twelve cents ($16.12) in the hands of the Assignee representing the surplus proceeds of sale.

That there were no liens on the real estate sold except the mortgage which was foreclosed herein.

That your Petitioner, as mortgagor, was the owner of the equity of redemption at the time of foreclosure and as such is entitled to the surplus proceeds of sale.

That said surplus proceeds of sale is such a small sum of money that the whole thereof would be consumed in costs and expenses if a notice to creditors were given as is usually required, and your Petitioner is desirous of saving the small amount above mentioned.

WHEREFORE your Petitioner prays your Honors to pass an order authorizing the Assignee to pay over the aforesaid sum of $16.12 without the necessity of any further order or notice in the premises.

Respectfully submitted,

JAMES THOMPSON mortgagor
PETITIONER

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

I hereby certify that on this 14th day of Nov. 1935, before me, the subscriber, personally appeared James Thompson and made oath in due form of law that the matters and things alleged in the aforegoing petition are true to the best of his knowledge and belief.

WILLIAM H. CARTER
Clerk of the Circuit Court
for Queen Annes County.

ORDER OF COURT
Filed Nov. 14, 1935.

Upon the aforegoing Petition of James Thompson, mortgagor, it is, by the Circuit Court for Queen Annes County, in Equity, this 14th day of November 1935, ORDERED that Frank S. Dudley, assignee, be and he is hereby authorized and directed to pay over unto James Thompson, mortgagor, the balance of sixteen dollars and twelve cents ($16.12) representing the surplus proceeds of sale which was directed by the order of ratification of the audit to remain in his hands pending the further order of the Court.

J. OWEN KNOTTS

Filed Nov. 14th, 1935.

Cause No. 3035.

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-first day of May, in the year nineteen hundred and thirty five, the following Order to Docket Suit was filed for record, to wit:-

THOMAS J. KEATING, JR., ATTORNEY NAMED IN MORTGAGE, VS. THE STINTON COMPANY, A BODY CORPORATE, MORTGAGOR.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

* * * * * * * * * *

To- William H. Carter, Clerk:

You will docket suit as per the above titling for foreclosure of the mortgage from The Stinton Company, a body corporate, to Harry P. Breeding dated November 28th., 1928, and recorded in Liber B. H. T. No. 9, a land record book for Queen Anne's County, default having occurred in the covenants contained in said mortgage; and you will file in said cause a certified copy of the aforesaid mortgage and partial assignment of the same, and also certified copy of an agreement of extension from said Harry P. Breeding to the said The Stinton Company dated October 12th., 1932.

THOS. J. KEATING JR.
Attorney named in mortgage.

CERTIFIED COPY OF MORTGAGE AND
PARTIAL ASSIGNMENT
Filed May 21, 1935.

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

#13, 351. 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 30th. day of November, in the year nineteen hundred and twenty eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 28th day of November in the year nineteen hundred and twenty eight, by The Stinton Company, a body corporate of the State of Maryland.

WHEREAS The Stinton Company, a body corporate, is indebted unto Harry P. Breeding in the full and just sum of fifteen thousand dollars ($15,000.00) for unpaid purchase money for the property hereinafter described, which was conveyed to said The Stinton Company by said Harry P. Breeding and Jennie N. Breeding, his wife, by deed bearing even date herewith, executed and delivered simultaneously with the execution and delivery of this mortgage, and intended to be recorded among the land records of Queen Anne's County immediately prior the recording of this mortgage, which said sum of fifteen thousand dollars ($15,000.00) is to be paid to the said Harry P. Breeding at the expiration of three years from the date hereof, with interest thereon in the meanwhile at the rate of six per cent per annum, payable semi-annually.

AND WHEREAS it was agreed that said purchase money, with the interest to accrue thereon, should be secured by the execution and delivery of this mortgage.

NOW THEREFORE, in consideration of the premises and the sum of one dollar, receipt of which is hereby acknowledged, the said The Stinton Company, a body corporate of the State of Maryland does hereby grant and convey unto Harry P. Breeding of Queen Anne's County, State of Maryland, his heirs and assigns, in fee simple, all of the following described real estate, to-wit:

All that farm or tract of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, in Batts Neck on Kent Island, called or known, as "Stinton" or "The Eareckson Farm" or by whatsoever name or names the same may be called or known, adjoining the Kate E. Stevens Farm, and almost surrounded by the waters of Coxes Creek and Shipping Creek, containing three hundred and ten acres of land, more or less, save and except the small island lying adjacent to the aforesaid farm, at the mouth of Shipping Creek, which was formerly considered as a part of said farm and used and enjoyed therewith, being the same land described in and conveyed by a deed to said The Stinton Company, a body corporate of the State of Maryland, from Harry P. Breeding and Jennie N. Breeding, his wife, bearing even date herewith and to be recorded among the land records of 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 The Stinton Company, a body corporate, its successors or assigns, shall well and truly pay to the said Harry P. Breeding, his heirs, or assigns, the aforesaid sum of fifteen thousand dollars ($15,000.00) and the interest to accrue thereon as above set forth, and shall performed 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 The Stinton Company, a body corporate, its successors and assigns, shall possess said property.

AND the said The Stinton Company, a body corporate, its successors and assigns, hereby covenant to and with the mortgagee, his personal representatives, or assigns, to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some company or companies approved by the said Harry P. Breeding, his heirs 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, Harry P. Breeding, 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 monies owing hereunder or secured hereby shall be due and demandable and the said Harry P. Breeding, his heirs or assigns, or THOMAS J. KEATING, 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 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 County 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 The Stinton Company, a body corporate, or the person or persons then entitled to the same.

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

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Harry P. Breeding, his heirs or assigns, or the said Thomas J. Keating, Jr., their said Attorney, shall not be required to receive and acceipt 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 The Stinton Company, a body corporate, its successors and assigns, hereby covenant to pay.

AND this mortgage further witnesseth that the said body corporate, The Stinton Company, has constituted and does hereby constitute and appoint John G. Watson of Baltimore County, Maryland, its true and lawful attorney for it and in its name and behalf, and as its act and deed, to acknowledge this mortgage before any person having authority of law to take acknowledgements of deeds and mortgages in order that same may be recorded.

IN testimony whereof the said body corporate has caused the President of said body corporate to sign and seal this mortgage and the corporate seal of said body corporate to be affixed hereto on the day and year first above written.

THE STINTON COMPANY

Test: Harry C. Thompson

By JOHN G. WATSON
President.

Seal's
Place.

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

I hereby certify that on this 28th day of November, 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, personally appeared John G. Watson, the person named and described in the power of attorney contained in the aforegoing mortgage, and by virtue and in pursuance of the power and authority thereby granted and conferred, acknowledged the within and aforegoing mortgage to be the act and mortgage of The Stinton Company, and at the same time also personally appeared before me Harry P. Breeding and made oath in due form of law that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth to the best of his knowledge and belief.

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

VERNA MEARS
NOTARY PUBLIC.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of October, in the year 1932, the following Assignment was brought to be recorded, to wit:-

For value received, to-wit the sum of two thousand dollars, I hereby transfer and assign the within and aforegoing mortgage unto Margie J. Fisher to the extent of two thousand dollars of the principal mortgage debt with interest from November twenty-eighth nineteen hundred and thirty-two, said mortgage having been extended by me from November 28th, 1932 for a period of two years, by extension recorded among the land records of Queen Annes County.

Witness my hand and seal this 12th day of October nineteen hundred and thirty-two.

Witness:
Thos. J. Keating Jr.

HARRY P. BREEDING (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, folios 9, 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-first day of May, in the year nineteen hundred and thirty five.

Seal's
Place.

WILLIAM H. CARTER Clerk.

CERTIFIED COPY OF AGREEMENT
OF EXTENSION
Filed May 21, 1935.

::

#15,793. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Eighth day of October, in the year nineteen hundred and thirty two, the following Agreement of Extension of Mortgage was brought to be recorded, to wit:-

THIS AGREEMENT OF EXTENSION OF MORTGAGE, made this eighth day of October, in the year nineteen hundred and thirty-two, by and between Harry P. Breeding of Queen Anne8s County, Maryland, Mortgagee, and The Stinton Company, a body corporate of the State of Maryland, Mortgagor.

WHEREAS Harry P. Breeding is the holder of a certain mortgage for the sum of fifteen thousand dollars, ($15,000.00), upon a certain farm or tract of land known as "Stinton" or the "Eareckson Farm" situate, lying and being in Batt's Neck on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, said mortgage having been given by The Stinton Company and bearing date the twenty-eighth day of November, nineteen hundred and twenty-eight, and recorded in Liber B. H. T. No. 9 folio 8 &c., a land record book for Queen Anne's County.

AND WHEREAS the aforesaid mortgage is now overdue and the said Harry P. Breeding is willing to extend the time limted by said mortgage for the payment of the principal mortgage debt for a period of two years from November twenty-eighth, nineteen hundred and thirty-two, or until November twenty-eighth, nineteen hundred and thirty-four, the interest on said principal mortgage debt to be payable as and when required by the agreements and covenants contained in the aforesaid mortgage.

AND WHEREAS the said body corporate, The Stinton Company, is desirous of procuring an extension of time for the payment of the principal mortgage debt as herein set forth.

NOW, THEREFORE, THIS AGREEMENT OF EXTENSION, WITNESSETH: That in consideration of the premises and the sum of one dollar, receipt of which is hereby acknowledged, the said Harry P. Breeding does hereby agree with the said, The Stinton Company, a body corporate, its successors and assigns, to extend, and does hereby extend, the time of payment of the aforesaid principal mortgage debt of fifteen thousand dollars, ($15,000.00), for a period of two years from the twenty-eighth day of November, nineteen hundred and thirty-two, or until November twenty-eighth, nineteen hundred and thirty-four; and the said, the Stinton Company, a body corporate, does hereby agree and covenant with the said Harry P. Breeding, his personal representatives and assigns, to pay the aforesaid sum of fifteen thousand dollars, ($15,000.00), representing the principal mortgage debt as set forth in the mortgage hereinbefore described at the time above specified, to-wit: On November twenty-eighth, nineteen hundred and thirty-four, and to pay interest thereon in the meanwhile as provided in said mortgage.

AND IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the said Harry P. Breeding, mortgagee, does not waive any of the liens or covenants created by or contained in the aforesaid mortgage (except the covenant to pay the mortgage debt at the time specified therein and for which this agreement is executed), and in case of default in any of the covenants contained therein the said Harry P. Breeding, mortgagee, his personal rperesentatives or assigns, may exercise the power of sale contained in said mortgage as through this agreement had not been executed.

WITNESS the hand and seal of the said Harry P. Breeding, mortgagee, and the hand of the said, the Stinton Company, a body corporate, mortgagor, by its President and its corporate seal affixed, attested by its Secretary the day and year herein first above written.

H. P. BREEDING (SEAL)

Witness:

VERNA CROWL

THE STINTON COMPANY, A BODY CORPORATE,

by JANON FISHER JR.
PRESIDENT.

Attested:

Earnshow Cook
SECRETARY.

Seal's
Place.

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

I hereby certify that on this eighth day of October, 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 Harry P. Breeding, mortgagee, and acknowledged the within and aforegoing Agreement of Extension to be his act and deed, and at the same time also personally appeared Janon Fisher, Junior, President of The Stinton Company, a body corporate, mortgagor, and acknowledged the aforegoing Agreement of Extension to be the act and deed of said body corporate,

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein first above written.

VERNA CROWL
NOTARY PUBLIC.

Notary
Public
Seal.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 15, folios 260 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-first day of May, in the year nineteen hundred and thirty five.

Seal's
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND
Filed June 13, 1935.

Queen Anne's County, to wit: Be it remembered that on the 13th day of June in the year nineteen hundred and thirty five 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 the 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 fifteen thousand dollars, ($15,000.00), 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, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of June, in the year nineteen hundred and thirty five.

WHEREAS, the said Thomas J.Keating, Jr., by virtue and in execution of the power of sale contained in a certain mortgage from The Stinton Company, a body corporate, to Harry P. Breeding dated November 28th., 1929, and recorded in Liber B. H. T. No. 9, a land record book for Queen Anne's County, the said Thomas J. Keating, Jr., being named as Attorney in said mortgage to make sale in the event of a default therein , is about to make sale of the mortgaged premises, default having occurred in the covenants contained in said mortgage, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, as will appear by reference to the proceedings in said Court entitled: "Thomas J. Keating, Jr., Attorney named in mortgage, vs. The Stinton Company, a body corporate, Mortgagor", No. 3035 on the Chancery Docket of said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Thomas J. Keating, Jr., do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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.

THOS. J. KEATING JR. (SEAL)

THE FIDELITY AND DEPOSIT COMPANY
OF MARYLAND, A BODY CORPORATE,
by

Signed, sealed and
delivere d in the
presence of:

H. Smelt

E. V. SHOCKELY
Attorney in fact.

Corporate
Seal's
Place.

And on the back of the aforegoing Bond was thus endorsed to wit: Security approved and Bond filed June 13th, 1935.

Wm. H. Carter Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, folio 360, etc., a Bond 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 Thirteenth day of June, in the year nineteen hundred and thirty five.

Seal's
Place.

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed June 18, 1935.

THOMAS J. KEATING, JR., ATTORNEY NAMED IN MORTGAGE,		IN THE CIRCUIT COURT
VS.		FOR
THE STINTON COMPANY, A BODY CORPORATE, MORTGAGOR.		QUEEN ANNE'S COUNTY, IN EQUITY.

- - - - - - - - - - -

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of the real estate made in this cause by Thomas J. Keating, Jr., Attorney named in mortgage, respectfully shows:

That default having occurred in the terms of the mortgage from The Stinton Company, a body corporate, to Harry P. Breeding bearing date the 28th. day of November, 1928, and recorded in Liber B. H. T. No. 9 folio 9, a land record book for Queen Anne's County, (said mortgage having been assigned to the extent of two thousand dollars to Marjie J. Fisher as will appear by reference to the certified copy of said mortgage and assignment filed herein), the said Thomas J. Keating, Jr., Attorney named in said mortgage, did cause suit to be docketed herein for the foreclosure thereof and, after advertising the real estate described in said mortgage for sale for four successive weeks before the day of sale in The Centreville Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, and after filing a duly approved bond in the penalty of fifteen thousand dollars, did attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 18th., 1935, between the hours of one and two o'clock, p. m., and did then and there offer and expose said real estate for sale to the highest bidder in accordance with the advertisement thereof, a publisher's certificate of said advertisement being attached hereto. In addition to the terms of sale announced in said advertisement the said Thomas J. Keating, Jr., did also announce the following additional terms of sale, to-wit:

That the farm is now rented to Mr. Harry P. Breeding for the year nineteen hundred and thirty-five on a cash rental and all of the crops belong to Mr. Breeding as tenant so that the Purchaser will get no crops for the present year. The Purchaser will be entitled to go on the farm to seed the fall crops, and will be entitled to possession of the farm on January 1st., 1936.

The Purchaser will pay the taxes for the year nineteen hundred and thirty-five, which have just been assessed, and which will not be payable until September 1st.

The Purchaser will also receive the present Landlord's rights to the shooting privileges on the farm, and to the use of a portion of the main house thereon for the fall shooting season of nineteen hundred and thirty-five.

Insurance to be adjusted to day of sale.

After crying said sale for sometime and offering the property as an entirety of three hundred and ten acres, (310 acres), more or less, the said Thomas J. Keating, Jr., Attorney named in mortgage, did sell the following described real estate, being the real estate conveyed by said mortgage unto Earnshaw Cook and Marjie J. Fisher, as tenants in common, at and for the sum of twenty thousand dollars, ($20.000.00), they being then and there the highest bidders therefor.

Description of real estate:

All that farm or tract of land, situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, in Batts Neck on Kent Island called or known as "Stinton" or "The Eareckson Farm" or by whatsoever other name or names the same may be called or known, adjoining the Kate E. Stevens Farm, and almost surrounded by the waters of Coxes Creek and Shipping Creek, containing three hundred and ten (310) acres of land, more or less, save and except the small island lying adjacent to the aforesaid farm, at the mouth of Shipping Creek, which was formerly considered as a part of said farm and used and enjoyed therewith, being the same land described in and conveyed by a deed to said The Stinton Company,a body corporate of the State of Maryland, from Harry P. Breeding and Jennie N. Breeding, his wife, bearing even date with the aforesaid mortgage, and recorded among the land records immediately preceding same.

Your Attorney reports that he believes the aforesaid sum of twenty thousand dollars, ($20,000.00), to be a good price for the property, and the purchasers have made a deposit of five hundred dollars, ($500.00), and your Attorney believes that said Purchasers will comply with the terms of sale upon the ratification thereof by this Honorable Court.

The report states the amount of sales to be $20,000.00.

Respectfully submitted.

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

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

I hereby certify that on this 18th day of June, in the year nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court in and for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the within and aforegoing Report of Sale were true and bona fide as therein set forth, and that the sale was fairly made.

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

Filed June 18th, 1935.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 18, 1935.

MORTGAGE SALE
of valuable

FARM AND DUCKING SHORE

Under and by virtue of the power of sale contained in the mortgage from The Stinton Company, a body corporate, to Harry P. Breeding bearing date of the 28th day of November, 1928, and recorded in Liber B. H. T. No. 9, folio 9, a land record book for Queen Anne's County, default having occurred in the terms of said mortgage by reason of the non-payment of the principal thereof, the undersigned Thomas J. Keating, Jr., Attorney named in said mortgage, 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 18th, 1935 between the hours of 1 and 2 o'clock, P. M., all of the following described real estate conveyed by the aforesaid mortgage, to-wit:

ALL that farm or tract of land, situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, in Batts Neck on Kent Island called or known as "Stinton" or "The Eareckson Farm" or by whatsoever other name or names the same may be called or known, adjoining the Kate E. Stevens Farm, and almost surrounded by the waters of Coxes Creek and Shipping Creek, containing-THREE HUNDRED AND TEN ACRES of land, more or less, save and except the small island lying adjacent to the aforesaid farm, at the mouth of Shipping Creek, which was formerly considered as a part of said farm and used and enjoyed therewith, being the same land described in and conveyed by a deed to said The Stinton Company, a body corporate of the State of Maryland, from Harry P. Breeding and Jennie N. Breeding, his wife, bearing even date with the aforesaid mortgage, and recorded among the land records immediately preceding same.

IMPROVEMENTS consist of a colonial frame house in good order, and large and commodious barns, stables and outbuildings in excellent condition.

The farm is almost entirely surrounded by water and affords excellent shooting for wild ducks and geese, and the land is in a high state of cultivation.

TERMS OF SALE: One-third of the purchase money will be required in cash on the day of sale, and the balance thereof shall be payable in two equal installments- 6 months and 12 months after day of sale respectively, said deferred payments to be secured by the purchaser's promissory note or notes with surety thereon to be approved by the undersigned Attorney; or all cash at the option of the purchaser.

The purchaser will be required to pay all expenses of transfer of title including revenue stamps. Other terms to be made known on day of sale.

THOMAS J. KEATING, JR.,
Attorney named in mortgage.

J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., June 18, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Harry P. Breeding, vs. The Stinton Company, a body corporate, 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 23d day of May, 1935, being more than twenty days before the 18th day of June 1935

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed June 18th, 1935.

By BERTHA G. DURNEY

N I S I

Thomas J. Keating Jr. Attorney named in mortgage, Vs. The Stinton Company a body corporate, Mortgagor.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3035.

ORDERED, This 18th day of June A. D., 1935, that the sale of Real Estate made and reported in this cause by Thomas J. Keating Jr. Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd day of July next.

The Report states the amount of sales to be $20,000.00.

WILLIAM H. CARTER Clerk.

Filed June 18th, 1935.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Oc. 24, 1935.

N I S I

THOMAS J. KEATING, JR., Attorney named in Mortgage.
vs.
THE STINTON COMPANY, A Body Corporate, Mortgagor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3035.

ORDERED, This 18th day of June A. D., 1935, that the sale of Real Estate made and reported in this cause by Thomas J. Keating, Jr., attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of August next; provided a copy of this order be inserted in some newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 20th day of June, 193--, being more than four weeks before the 22nd day of July, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

ORDER OF COURT
Filed Nov. 5, 1935.

ORDERED this fifth day of November in the year nineteen hundred and thirty-five, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Attorney named in mortgage, be, and the same is, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order nisi; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING

Filed Nov. 5th, 1935.

STATEMENT OF MORTGAGE DEBT
Filed Nov. 8, 1935.

THOMAS J. KEATING, JR., ATTORNEY NAMED IN MORTGAGE,	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,
VS.	)	IN EQUITY.
THE STINTON COMPANY, A BODY CORPORATE, MORTGAGOR.	)	

STATEMENT OF MORTGAGE DEBT

Principal amount of mortgage dated November 28th., 1928, from The Stinton Company, a body corporate, to Harry P. Breeding, and recorded in Liber B. H. T. No. 9 folio 9, a land record book for Queen Anne's County, as follows:

Due Margie J. Fisher, of the principal
of said mortgage the sum of . . . . . $ 2,000.00

Due Harry P. Breeding of the principal
amount of said mortgage the sum of 13,000.00

Total amount of mortgage debt due as of June
18th, 1935, the day of sale, ... $15,000.00

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

I hereby certify that on this 8th day of November, in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the within and aforegoing statement of mortgage debt was true and bona fide as therein set forth to the best of his knowledge and belief, and that no part of the same has been paid.

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

VERNA CROWL
Notary Public.

Notary
Public
Seal.

REPORT AND ACCOUNT OF
THE AUDITOR.
Filed December 4, 1935.

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

Thomas J. Keating, Jr., Attorney named in Mortgage,	( )	
vs.	( )	Cause No. 3035.
The Stinton Company, a body corporate, Mortgagor.	( )	

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 and have been conducted for the sale of mortgaged property for the payment thereout of the mortgage described in this cause and it appears that the proceeds of the sale are more than sufficient to pay the mortgage debt and costs of the sale.

In the within account stated by this auditor he has charged Thomas J. Keating, junior, the vendor as the attorney named in the mortgage with the gross amount of the sale made by him in accordance with the report of sale filed by him and has then thereout allowed as follows, to wit:
Unto the vendor his commissions for making the sale per the terms of the mortgage, the cost of advertising notice of sale and the several orders nisi of the cause, the charges of the auctioneer for crying the sale, the cost of the bond of the vendor and the Court costs of the suit.

Unto the Auditor his fee.

Unto Margie J. Fisher, assignee of part of the mortgage debt, that part of the mortgage debt assigned unto her in full.

Unto Harry P. Breeding the remainder of the mortgage debt secured by said mortgage and not assigned by him.

The balance of the amount so charged to the vendor remaining after these allowances is by the within account held subject to the future order of this Court and to be distributed hereafter under its order.

Which is respectuflly submitted.

MADISON BROWN
Auditor.

December 4, 1935.

Filed December 4th, 1935.

Cause No. 3035.

The proceeds of the sale of the mortgaged real estate of The Stinton Company, a body corporate, sold under the mortgage described in this cause, in account with Thomas J. Keating, junior, attorney named in said mortgage with authority to make said sale and the vendor thereunder of the land sold.

CR.

1935 June 18	By amount of the gross sale of said real estate per the report of sale of said vendor filed in this cause, to wit: the sum of	$20,000.00

DR.

" "	To Thomas J. Keating, junior, the person making sale reported for this commissions for so doing in accordance with the terms of said mortgage, to wit: the sum of	$845.00	
	To do., for cost of advertising in The Centreville Observer notice of the sale $16.50 and order nisi thereon 3.75 a total of . . . . . $20.25 as per account for same exhibited appears.	20.25	
	To do., for the charges of J. E. Anthony, auctioneer, for crying the sale reported, as per account for same exhibited appears, to wit: . . .	50.00	
	To do., for the cost of the bond of said vendor with corporate surety thereon filed in this cause to be paid said surety as per account for same exhibited appears, to wit:	60.00	
	To do., for the Court costs of these proceedings per statement of the Clerk as follows, to wit: Costs of W. H. Carter, clerk, $20.75 Appear. fee of T. J. Keating, Jr. 10.00 a total of . . . . . $30.75 as per statement of the Clerk appears.	30.75	
	To do., for cost of advertising the order nisi to be passed as to this audit, the sum of	3.50	
	To Madison Brown, auditor, for stating this account, the sum of	9.00	
		$1,018.50	
	To balance, net proceeds, carried over and distributed	18,981.50	
		$20,000.00	$20,000.00

December 4, 1935.

MADISON BROWN
Auditor.

Cause No. 3035.

The proceeds of the sale of the mortgaged real estate of The Stinton Company, a body corporate, sold under the mortgage described in this cause, in account with Thomas J. Keating, junior, attorney named in said mortgage with authority to make said sale and the vendor thereunder of the land sold.

CR.

1935 June 18	By net proceeds of sale brought forward, to wit: the sum of	$18,981.50

DR.

" "	To Margie J. Fisher, assignee of part of the mortgage debt, per statement of mortgage debt filed in this cause, to wit: the sum of	$2,000,00	
	To Harry P. Breeding, mortgagee for his part of the mortgage debt, per same mortgage statement, to wit:	13,000.00	
		$15,000.00	

To balance of net sales to remain subject to the order of this court, to wit: the sum of	3,981.50	
	$18,981.50	$18,981.50

December 4, 1935.

MADISON BROWN
Auditor.

Filed December 4th, 1935.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Attorney named in mortgage	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
The Stinton Company, a body Corporate, Mortgagor.	Case No. 3035.

ORDERED, This 4th. day of December 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 28th day of December, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of December, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed December 4th, 1935.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed December 31, 1935.

NISI RATIFICATION OF AUDIT

THOMAS J. KEATING, JR., Attorney
named in mortgage,

vs.

THE STINTON COMPANY
A body corporate, Mortgagor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE No. 3035.

ORDERED, This 4th day of December 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 28th day of December, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of December, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.
True Copy Test:
WILLIAM H. CARTER, Clerk.
Filed December 4th, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., Dec. 31st, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the nisi Ratification of Audit in the case of Thomas J. Keating, Jr. attorney named in mortgage vs. The Stinton Company a body corporate, 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 two successive weeks the first publication thereof having been made in said newspaper on the 5th day of December, 1935, being more than two weeks before the 21st day of December, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney

CLERK'S CERTIFICATE AS TO
PAYMENT OF COSTS
Filed Dec. 31, 1935.

Clerk's Certificate.

Thomas J. Keating, Jr. Attorney named in mortgage	In the Circuit Court
	for
VS.	Queen Anne's County,
	in Equity.
The Stinton Company, a body corporate, Mortgagor	Chy. No. 3035

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 4th day of December, 1935, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 31st. day of December, 1935.

WM. H. CARTER Clerk

Seal's
Place.

ORDER OF COURT
Filed December 31st, 1935.

ORDERED this 31st day of December in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County, in Equity, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be, 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 Attorney named in mortgage is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received, and is directed to hold the balance of proceeds amounting to three thousand, nine hundred and eighty-one dollars and fifty cents, ($3,981.50), subject to the future order of this Court.

THOS. J. KEATING

Filed December 31st, 1935.

PETITION BY SECOND MORTGAGEES
TO APPLY SURPLUS PROCEEDS TO
SECOND MORTGAGE
Filed February 14, 1936.

THOMAS J. KEATING, JR., ATTORNEY NAMED IN MORTGAGE,	IN THE CIRCUIT COURT
	FOR
VS.	QUEEN ANNE'S COUNTY,
THE STINTON COMPANY, A BODY CORPORATE, MORTGAGOR.	IN EQUITY.

- - - - - - - - - - - - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Margie J. Fisher and Earnshaw Cook, respectfully shows unto your Honors:

1. That Thomas J. Keating, Jr., as attorney named in a certain mortgage given by the Stinton Company, a body corporate, unto Harry P. Breeding, said mortgage bearing date the twenty-eighth day of November, nineteen hundred and twenty-eight, and recorded in Liber B. H. T. No. 9, folio 9, a Land Record Book for Queen Anne's County, Maryland, has made sale of the real estate described in and conveyed by said mortgage and said sale has been duly reported to and ratified by this Honorable Court and an audit of the proceeds of said sale has been stated by the Court Auditor, all of which will appear by reference to the proceedings

in this cause.

2. As will likewise appear by reference to these proceedings the aforesaid real estate was sold unto your petitioners at a sum in excess of the amount necessary to pay the first mortgage debt and the costs of these proceedings and according to the audit of the proceeds of said sale there is a balance (after the payment of said costs and the first mortgage debt) of three thousand, nine hundred and eighty-one dollars and fifty cents, ($3,981.50), remaining subject to the order of this Honorable Court.

3. That your petitioners are the holders of a second mortgage on the aforesaid real estate sold in this cause, said mortgage being junior in lien to the aforesaid mortgage of Harry P. Breeding and being dated November twenty-eighth, nineteen hundred and twenty-eight, and recorded in Liber B. H. T. No. 9, folio 12, a Land Record Book for Queen Anne's County, and being in the amount of ten thousand dollars, ($10,000.00), originally given by said, The Stinton Company, a body corporate, Mortgagor, unto your petitioner, Margie J. Fisher, and the said Margie J. Fisher having assigned two thousand dollars, ($2,000.00), of the principal debt secured thereby unto your petitioner, Earnshaw Cook, by assignment dated November 10th., 1932. (see Exhibit A)

4. That the debt secured by the last aforesaid mortgage is due and unpaid and your petitioners are advised that they are entitled as the holders of said mortgage, to have the aforesaid surplus proceeds of sale amounting to three thousand and nine hundred and eighty-one dollars and fifty cents, ($3,981.50), awarded unto them in part satisfaction of their said mortgage debt and they file herewith, as a part hereof a certified copy of their said mortgage and assignment, same being marked petitioners "Exhibit No. 1".

Wherefore your petitioners pray your honors to pass an order authorizing and directing Thomas J. Keating, Jr., attorney named in Mortgage and Vendor, to disperse unto your petitioners the aforesaid sum of three thousand and nine hundred and eighty-one dollars and fifty cents ($3,981.50) on account of the mortgage debt due and owing by said Stinton Company, a body corporate, Mortgagor, unto your petitioners as aforesaid.

Respectfully submitted,

MARGIE JAMES FISHER

EARNSHAW COOK
Petitioners.

STATE OF MARYLAND,
BALTIMORE COUNTY, TO-WIT:

I hereby certify that on this 25th day of January in the year nineteen hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Margie J. Fisher and did make oath in due form of law that the matters and things set forth in the aforegoing petition are true and bona fide as therein stated to the best of her knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

ROBERT M. DAVIS
Notary Public.

Notary
Public
Seal.

STATE OF NEW YORK,

NEW YORK CITY, TO-WIT:

I hereby certify that on this Seventh day of February in the year nineteen hundred and thirty-six, before me, the subscriber, a Notary Public of the State of New York, in and for New York City, personally appeared Earnshaw Cook and did make oath in due form of law that the matters and things set forth in the aforegoing petition are true and bona fide as therein stated to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary
Public
Seal.

MAUDE DICKINSON
Notary Public.

PETITIONER'S EXHIBIT "A"
Filed February 14, 1936.

::::::::::::::::::::::::::::::::::::
#13,352. Q U E E N A N N E'S C O U N T Y, to wit: Be it remembered that on the 30th. day of November, in the year nineteen hundred and twenty-eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 28th. day of November, in the year nineteen hundred and twenty eight, by The Stinton Company, a body corporate of the State of Maryland.

WHEREAS, the said The Stinton Company, a body corporate, is indebted unto Margie J. Fisher, of Baltimore County, in the State of Maryland, in the full and just sum of ten thousand dollars ($10,000.00) for money loaned and advanced unto said body corporate to be applied by it to part payment for the property hereinafter described which was conveyed to said The Stinton Company by said Harry P. Breeding and Jennie N. Breeding, his wife, by deed bearing even date herewith, and intended to be recorded among the land records of Queen Anne's County immediately prior the recording of this mortgage, for which said sum of ten thousand dollars ($10,000.00) the said The Stinton Company, has drawn and passed to said Margie J. Fisher its promissory note, bearing even date herewith and payable at the banking house of the Centreville National Bank of Maryland at Centreville, Maryland, three years after date, with interest from date, said note being endorsed by the directors of the said The Stinton Company, individually, as an additional security hereto and has marked thereon "secured by mortgage"; and whereas, as a condition precedent to the making of said loan of purchase money, it was agreed that the payment thereof, and of the interest to accrue thereon, as represented by said promissory note and any and all renewals or part renewals thereof, including renewals of renewal and part renewal notes, should be secured by the execution and delivery of this mortgage, which however, is subject to the priority of another mortgage bearing even date herewith from the said body corpoate, The Stinton Company, to one Harry P. Breeding for the sum of fifteen thousand dollars ($15,000.00).

NOW, THEREFORE, in consideration of the premises and the sum of one dollar, receipt of which is hereby acknowledged, the said The Stinton Company, a body corporate of the State of Maryland, does hereby grant and convey unto Margie J. Fisher of Baltimore County, in the State of Maryland, her heirs and assigns, in fee simple, all of the following described real estate, to wit:-

All that farm or tract of land, situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, in Batts Neck on Kent Island, called or known as "Stinton" or "The Eareckson Farm" or by whatsoever name or names the same may be called or known, adjoining the Kate E. Stevens Farm, and almost surrounded by the waters of Coxes Creek and Shipping Creek, containing three hundred and ten acres of land, more or less, save and except the small island lying adjacent to the aforesaid farm, at the mouth of Shipping Creek, which was formerly considered as a part of said farm, and used and enjoyed therewith, being the same land described in and conveyed by a deed to said The Stinton Company, a body corporate of the State of Maryland, from Harry P. Breeding and Jennie N. Breeding, his wife, bearing even date herewith and to be recorded among the land records of 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 The Stinton Company, a body corporate, its successors or assigns, shall well and truly pay to the said Margie J. Fisher, her heirs, executors, administrators or assigns, the aforesaid sum of ten thousand dollars ($10,000.00) and the interest to accrue thereon as represented by the aforesaid promissory note 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 The Stinton Company, a body corporate, its successors and assigns, shall possess said property.

AND the said The Stinton Company, a body corporate, its successors and assigns, hereby covenant to and with the mortgagee, her personal representatives or assigns, to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Margie J. Fisher, her heirs 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, Margie J. Fisher, her 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 monies owing hereunder or secured hereby shall be due and demandable and the said Margie J. Fisher, her heirs or assigns, or THOMAS J. KEATING 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 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 The Stinton Company, a body corporate, of the State of Maryland, or the person or persons then entitled to the same.

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

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Margie J. Fisher, her heirs or assigns, or the said THOMAS J. KEATING, JR., their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred incurred to 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 The Stinton Company, a body corporate, its successors and assigns, hereby covenant to pay.

AND this mortgage further witnesseth that the said body corporate, The Stinton Company, has constituted and does hereby constitute and appoint John G. Watson of Baltimore, County, Maryland, its true and lawful attorney for it and in its name and behalf, and as its act and deed, to acknowledge this mortgage before any person having authority of law to take acknowledgements of deeds and mortgages in order that same may be recorded.

IN testimony whereof, the said body corporate has caused the President of said body corporate to sign and seal this mortgage and the corporate seal of said body corporate to be affixed hereto on the day and year first above written.

THE STINTON COMPANY

Test: Harry C. Thompson
Seal's
Place.

by John G. Watson
President.

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

I hereby certify that on this 28th. day of November, 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, personally appeared John G. Watson, the person named and described in the power of attorney contained in the aforegoing mortgage, and by virtue and in pursuance of the power and authority thereby granted and conferred, acknowledged the within and aforegoing mortgage to be the act and mortgage of The Stinton Company, and at the same time, also personally appeared Thomas J. Keating, Junior, agent of the said Margie J. Fisher, mortgagee, and made oath in due form of law that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth to the best of his knowledge and belief, and that he is duly authorized by the said Margie J. Fisher, to make this oath to the consideration.

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

VERNA MEARS
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the eleventh day of November in the year nineteen hundred and thirty two, the following Partial Assignment was brought to be recorded, to wit:-

For value received, to wit: The sum of Two thousand dollars ($2,000.00), I hereby transfer and assign the within and aforegoing mortgage to the extent of two thousand dollars, ($2,000.00), of the principal mortgage debt, with interest from date, unto Earnshaw Cook.

Witness my hand and seal this 10th day of November, nineteen hundred and thirty two.

Witness: Janon Fisher Jr. Margie James Fisher (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, folios 12, etc., a Land Record Book for Queen Anne's County.

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

Seal's
Place.

WILLIAM H. CARTER Clerk

ORDER OF COURT
Filed February 17, 1936.

Order of Court

Upon the aforegoing petition it is by the Circuit Court for Queen Anne's County, in equity, this 17th day of February 1936, ordered that the attorney named in mortgage and vendor be, and he is hereby directed to disperse unto Margie J. Fisher and Earnshaw Cook the balance in his hands as set forth in said petition in the proportions that said petitioners are respectively entitled to the same.

THOS. J. KEATING

Filed February 17th, 1936.

Cause No. 3046.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Sixteenth day of August, 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. NORMAN L. BRYAN and CORA R. BRYAN, 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 Norman L. Bryan and Cora R. Bryan, his wife, to The Stevensville Bank of Maryland, a body corporate, bearing date the 30th day of January, 1933, and recorded in Liber B. H. T. No. 16, folios 57, etc., a land record book for Queen Anne's County, Maryland, and of the assignment thereof from said body corporate, The Stevensville Bank of Maryland, to William R. Horney, bearing date the 12th day of August, 1935, and recorded at the foot of said mortgage.

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.,

WILLIAM R. HORNEY
Assignee of Mortgage.

HARPER & HORNEY
Solicitors for Assignee.

CERTIFIED COPY OF MORTGAGE
Filed Aug. 16, 1935.

::
#16,052. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Seventh day of February, in the year nineteen hundred and thirty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 30th day of January in the year nineteen hundred and Thirty Three, by Norman L. Bryan and Cora R. Bryan, his wife, of Queen Anne's County in the State of Maryland, WITNESSETH,

WHEREAS, the said Norman L. Bryan is justly and bona fide indebted unto The Stevensville Bank of Maryland, a body corporate, in the full and just sum of Fifty Four Hundred and Thirty Five Dollars and five cents, with interest from January the Twenty-Ninth day of January, nineteen hundred and thirty three, and being willing and desirous of securing the said body corporate, The Stevensville Bank of Maryland, against all loss or damage in case he can not pay the same, when called upon by the said body corporate, the Stevensville Bank of Maryland, within the next twelve months from this date, wherefore these presents are executed, to secure the said Body Corporate, The Stevensville Bank of Maryland, its successors and assigns, from any and all losses that might occurr by the non-payment of the said sum of $5434.05 with interest from January, 29th. 1933;

Now, Therefore, in consideration of the premises, and of the sum of one dollar, the receipt whereof is hereby acknowledged, we the said Norman L. Bryan and Cora R. Bryan, his wife, do grant and convey unto the Stevensville Bank of Maryland, a body corporate, its successors and assigns, the following described real estate, TO WIT:

(1) All that lot, piece, parcel, or part of a tract land, situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the right hand side of the public road leading from Kent Island Narrows into the center of the Town of Stevensville, and fully described by metes and bounds, courses and distances in the Deed from The Trustees of the Methodist Episcopal

Church of Stevensville, Queen Anne's County, Maryland, to the said Norman L. Bryan, dated October, 13th. in the year, 1923, and recorded in Liber B. H. T. No. 1, folios 241 etc. One of the Land Record Books for Queen Anne's County State of Maryland.

(2) All of my One-Third undivided interest and estate, in and to and out of All That Farm or Tract of Land, containing 187 Acres of Land, situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the public road leading from Stevensville to Kent Point, and adjoining the the farm formerly owned by T. Roland Carville, and commonly known as thee "J. Lemuel Bryan-Heirs Farm".

(3) All of my FOUR-NINTHS undivided interest and estate, in and to and out of all that Farm or Tract of Land, situate, in Batts Neck on Kent Islan_ in the Fourth Election District of Queen Anne's County, State of Maryland adjoining Shipping Creek and commonly known as the Louis Bryan-Heirs Farm, and containing 100 Acres of Land.

(4) All of my right, title, interest and estate, in and to the land fully described and set out in the Deed from Lynda Bryan to the said Norman L. Bryan, dated May-1 th-1923, and Recorded in Liber J. F. R. NO. 10, folios 479, etc., One of the Land Record Books for Queen Anne's County, Maryland, which conveys to the said Norman L. Bryan, her one-third, undivided interest, in the land fully described therein by metes and bounds, courses and distance to which Deed especial reference is hereby made.

(5) And I do hereby bargain and sell unto the said Body Corporate, the Stevensville Bank of Maryland, its successors and assigns, all of my right title, interest and estate in One 45-Horse Power-Power Boat, named "ADDIE MILLS", Custom House No. 107840.

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 Norman L. Bryan, his heirs, executors, administrators or assigns, shall well and truly pay to the said The Stevensville Bank of Maryland, a body corporate, its successors, executors, administrators or assigns, the aforesaid sum of Fifty Four Hundred and Thirty Five Dollars, and five cents, with interest from January, 29th, 1933, within twelve months from this date, as above set forth, and shall perform all the covenants, conditions and agreements therein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Norman L. Bryan, his heirs and assigns, shall possess said property.

and the said Norman L. Bryan, for himself and for his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Body Corporate, The Stevensville 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 part of either, as they severally fall due, or in any covenants, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured shall be due and demandable and the said The Stevensville Bank of Maryland, a body corporate, 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 adveristment 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 Norman L. Brywn, 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 Stevensville 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 Norman L. Bryan, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

AS WITNESS OUR HANDS AND SEALS.

NORMAN L. BRYAN (SEAL)

TEST: CORA R. BRYAN (SEAL)

BARNES LEGG

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

I HEREBY CERTIFY THAT, on this 6th day of February, 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, aforesaid, duly commissioned and qualified, personally appeared Norman L. Bryan and Cora R. Bryan, his wife, and did each acknowledge the aforegoing Mortgage to be their respective act; and now at the same time also personally appeared before me, the subscriber, J. Archie Legg, the President of the Stevensville Bank of Maryland, a body corporate, Mortgagee herein, and did make oath in due form of Law that the consideration set out and named in the aforegoing Mortgage, is just and true and bona fide as therein set and stated.

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

BARNES LEGG
NOTARY PUBLIC.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the 16th day of Aug. 1935 The following Assignment was brought to be recorded, to wit:

For value received, The Stevensville Bank of Maryland, a body corporate, does hereby transfer and assign the within and aforegoing mortgage unto William R. Horney, for the purpose of collection by foreclosure or otherwise.

WITNESS the hand of said body corporate by J. Archie Legg, its President, attested by and its seal affixed by Barnes Legg, its Cashier, this 12th day of August, 1935:

The Stevensville Bank of Maryland

Attest By J. ARCHIE LEGG
Its President.

BARNES LEGG

Seal's
Place.

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. 16, folios 57, 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 Sixteenth day of August, in the year nineteen hundred and thirty five.

Seal's
Place

WILLIAM H. CARTER Clerk.

CERTIFIED COPY OF BOND
Filed Sept. 16, 1935.

Queen Anne's County, to wit: Be it remembered that on the 16th day of September in the year nineteen hundred and Thirty Five, the following Bond was filed for record to wit:

State of Maryland,)
) TO WIT:
Queen Anne's County,)

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 day of September, 1935;

WHEREAS, a certain mortgage from Norman L. Bryan and Cora R. Bryan, his wife, to The Stevensville Bank of Maryland, a body corporate, bearing date the 30th day of January, 1933, and recorded in Liber B. H. T. No. 16, folios 57, etc., a land record book for Queen Anne's County aforesaid, was by the said body corporate, The Stevensville Bank of Maryland, duly assigned to the said William R. Horney, by assignment bearing date the 12th day of August, 1935, 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 undivided interests of, in and to the properties 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 and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

WILLIAM R. HORNEY (SEAL)

SIGNED, SEALED and delivered in the presence of:

HILDA T. SEWARD

UNITED STATES FIDELITY AND GUARANTY COMPANY

By WILLIAM R. HORNEY
Its Attorney-in-fact.

ATTEST:

HILDA T. SEWARD

Corp. Seal's Place.

And on the foot of the aforegoing Bond was thus endorsed, to wit: Security approved and Bond filed Sept. 16th, 1935.

Wm. H. Carter Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing was truly taken and copied from Liber B. H. T. No. 1, folios 377, etc., a Bond 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 sixteenth day of September, in the year nineteen hundred and thirty five.

Seal's Place.

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed Sept. 18, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage,		In the Circuit Court for Queen Anne's County in Equity.
vs.		
NORMAN L. BRYAN and CORA R. BRYAN, his wife, Mortgagors.		Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William R. Horney, Assignee of the mortgage from Norman L. Bryan and Cora R. Bryan, his wife, to The Stevensville Bank of Maryland, a body corporate, bearing date the 30th day of January, 1933, and recorded in Liber B. H. T. No. 16, folios 57, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was assigned by said body corporate, The Stevensville Bank of Maryland, to the said William R. Horney, for the purpose of collection by foreclosure or otherwise, by assignment bearing date the 12th day of August, 1935, and recorded among said land records at the foot of said mortgage.

2. 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.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted 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, said Assignee did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on the 17th day of September, 1935, at 2 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceeded to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder Parcel Number Two of the property advertised (described in said mortgage was 3 and 4), which was granted and conveyed by said mortgage and described as follows, to wit:

ALL the undivided four-ninths interest and estate of the said Norman L. Bryan of, in and to all that tract of land or farm, known as the "Louis Bryan Heirs' Farm", situate, lying and being in Batts Neck, on Shipping Creek, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and containing 100 acres of land, more or less.

And the said Assignee sold the above described property (Parcel Number Two in said advertisement) to the said body corporate, The Stevensville Bank of Maryland, for the sum of Seven Hundred and Fifty Dollars ($750.00) for the said four-ninths interest, it being at that sum the highest bidder therefor.

Said Assignee then offered at public sale to the highest bidder Parcel Number One of the property advertised (described in said mortgage as 2), which was granted and conveyed by said Mortgage and described as follows, to wit:

ALL the undivided one-third interest and estate of the said Norman L. Bryan of, in and to all that tract of land or farm, known as the "J. Lemuel Bryan Heirs' Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the public road leading from Stevensville to Kent Point, adjoining the farm of (or formerly of) T. Roland Carville, and containing 187 acres of land, more or less.

And the said Assignee sold the above described property (Parcel Number One in said advertisement) to the said body corporate, The Stevensville Bank of Maryland, for the sum of Two Thousand Dollars ($2,000.00) for the one-third interest, it being at that sum the highest bidder therefor.

And said Assignee, believing that some person might desire to purchase the whole interest of the said Norman L. Bryan of, in and to said two properties, then offered at public sale to the highest bidder both Parcel Number Two and Parcel Number One as advertised, but failing to receive a bid therefor as a whole withdrew the same and announced that the original bids as made would stand.

The terms of sale, (in addition to those advertised, as will appear by reference to the certificate of the publication thereof of said advertisement of sale in The Centreville Observer, filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon compliance with the terms of sale, subject to the rights of the present tenant thereof, if any, for the balance of the current year and for the year 1936.

(b) That the purchaser would be entitled to receive a four-ninths part (as to Parcel Number Two as advertised) and a one-third part (as to Parcel Number One as advertised) of the landlord's share of the corn and tomato crops, if any, then growing on said farms.

(c) That all taxes of whatsoever kind and nature then due and in arrear on the four-ninths interest (as to said Parcel Number Two) and on the one-third interest (as to said Parcel Number One) would be payable by the Assignee; and all taxes for the year 1935 on said interests would be payable by the purchaser.

(d) That the premiums for fire insurance on the basis of a four-ninths interest (as to said Parcel Number Two) and on the basis of a one-third interest (as to said Parcel Number One) on the buildings, if any, would be adjusted as of the day of sale.

(e) And that the cost of all title papers and other expenses incident to the transfer of the mortgaged properties to the purchaser would be payable by the purchasers.

4. That the said purchaser has not yet complied with the terms of sale but has agreed to do so by paying, upon demand, into the hands of said Assignee all costs and expenses incident to the foreclosure proceedings, including all taxes due and in arrear, if any, it being the real owner of the aforesaid mortgage.

5. That the total sales of the mortgaged property amounted to the sum of Twenty Seven Hundred and Fifty Dollars ($2,750.00).

Respectfully submitted,

WM. R. HORNEY
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 18th day of September, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the aforegoing report of sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

WILLIAM H. CARTER
Clerk

Filed September 18th, 1935.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Sept. 18, 1935.

ASSIGNEE'S SALE
of valuable

UNDIVIDED INTERESTS
in two farms

Default having occurred in the mortgage from Norman L. Bryan and Cora R. Bryan, his wife, to The Stevensville Bank of Maryland, a body corporate, dated January 30th, 1933, and recorded in Liber B. H. T. No. 16, folios 57, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by said body corporate, duly assigned to 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 Centreville, Queen Anne's County, Maryland, on TUESDAY, SEPT. 17 1935 beginning at the hour of 2:00 o'clock, P. M., the property conveyed by said mortgage, to wit:

PARCEL NUMBER ONE

All the undivided one-third interest and estate of the said Norman L. Bryan of, in and to all that tract of land or farm, known as the "J. Lemuel Bryan Heirs Farm," situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, on the public road leading from Stevensville to Kent Point, adjoining the farm of (or formerly of) T. Roland Carville, and containing 187 acres of land, more or less. The improvements consist of a dwelling and out buildings.

PARCEL NUMBER TWO

All the undivided four-ninths interest and estate of the said Norman L. Bryan of, in and to all that tract of land or farm, known as the "Louis Bryan Heirs Farm", situate, lying and being in Batts Neck, on Shipping Creek, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and containing 100 acres of land, more or less. The improvements consist of a dwelling and outbuildings.

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 the purchaser or purchasers, 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, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md. September 17th, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the assignee's sale in the case of William R. Horney, assn. vs. Norman L. Bryan and Cora R. Bryan 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 22nd day of August, 1935, being more than twenty days before the 17th day of September, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney

Filed September 18th, 1935.

N I S I

William R. Horney, Assignee of Mortgage VS. Norman L. Bryan and Cora R. Bryan, his wife, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3046.

ORDERED, This 18th day of September A. D,., 1935, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. day of 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 21st. day of October next.

The Report states the amount of sales to be $2750.00.

WILLIAM H. CARTER Clerk.

Filed September 18th, 1935.

STATEMENT OF MORTGAGE DEBT
Filed Nov. 15th, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. NORMAN L. BRYAN and CORA R. BRYAN, his wife.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3046.

STATEMENT OF MORTGAGE DEBT

Statement of the principal mortgage debt and interest due, as of the day of sale of the real estate made and reported in the above entitled cause under the mortgage from Norman L. Bryan and Cora R. Bryan, his wife, to The Stevensville Bank of Maryland, a body corporate, and assigned by said body corporate unto William R. Horney, bearing date the 30th day of January, 1933, and recorded in Liber B. H. T. No. 16, folios 57, etc., a land record book for Queen Anne's County, State of Maryland:

Amount of the principal mortgage debt due as of the 17th day of September, 1935, (the day of sale), as evidenced by the promissory note attached hereto and secured by said mortgage attached hereto, to wit: the sum of---------- $ 1,830.05

Amount of the interest due on said promissory note from the 30th day of July, 1934, (its due date), to the 15th day of July, 1935, (the date of the sale of said Parcel No. 1), to wit: the sum of----------		105.22	
Less proceeds of sale of Parcel No. 1 (in said mortgage) sold by the mortgagors at private sale and applied to said mortgage indebtedness, to wit: the sum of ----------	$2,000.00	1,935.27	
Less the State and County taxes due thereon for the year 1933 and 1934,----------	79.75	1,920.25	
Amount of the interest due on said promissory note from the said 15th day of July, 1935, to the said 17th day of September, 1935, (the said day of sale), to wit: the sum of----------		15.02 .16,	$ 15.18
Amount of the principal mortgage debt due as of the said 17th day of September, 1935, (the said day of sale), as evidenced by the promissory note attached hereto and secured by said mortgage attached hereto, to wit: the sum of----------		$3,605.00	
Amount of the interest due on said promissory note from the said 30th day of July, 1934, (its due date), to the said 17th day of September, 1935, (the said day of sale), to wit: the sum of----------		244.54	3,849.54
Total amount of the principal mortgage debt and interest as above set forth,----------			$3,864.72

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

I HEREBY CERTIFY that on this day of November, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the within named Assignee of Mortgage and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk

Filed Nov. 15th, 1935.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Nov. 26, 1935.

N I S I

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

NORMAN L. BRYAN and CORA R.
BRYAN, his wife, mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3046.

ORDERED, This 18th day of September A. D., 1935, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of 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 21st day of October, next.

The Report states the amount of sales to be $2750.00.

WILLIAM H. CARTER, Clerk.
True Copy Test:

WILLIAM H. CARTER, Clerk
Filed, September 18, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., November 26, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of William R. Horney, Assignee of mortgage vs. Norman L. Bryan and Cora R. Bryan, his wife, mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 19th day of September, 1935, being more than four weeks before the 21st day of October, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed December 27, 1935.

FINAL ORDER OF RATIFICATION

ORDERED, this 27th day of December, 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 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 December 27th., 1935.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed Feb. 24, 1936.

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

William R. Horney, Assignee of Mortgage,	)	
vs.	)	Cause No. 3046.
Norman L. Bryan, Cora Bryan, his wife,	)	

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 the same were instituted by William R. Horney as assignee of the mortgage mentioned in the cause for the collection of a mortgage debt due by Norman L. Bryan under said mortgage by a sale of the mortgaged property under the terms of the mortgage, and that the gross proceeds of sale are not sufficient to pay the costs, incident to the sale and the indebtedness due on the day of sale under said mortgage.

That in the within account the auditor has stated the same by charging William R. Horney, assignee and party making the sale, with the gross proceeds of the sales made by him per his report herein filed and that the auditor has then allowed thereout as follows:
Unto the said William R. Horney, as the party making the sale, his commissions for making the sale per terms of the mortgage; the court costs of these proceedings per Clerk's statement; cost of his bond per receipted bill for same; the cost of advertising the notice of sale and the several orders nisi of the cause; and the charges of the auctioneer for crying the sale;
Unto the auditor his fee for stating the account.
Unto William R. Horney as assignee of the mortgage the balance of the sales remaining after these allowances.

That the auditor has stated and appends herewith as part hereof an account between the mortgagor and said assignee showing the balance remaining after the sale and application to the debt due on the day of sale of the net proceeds mentioned above. The amount charged to the mortgagor in this account is the mortgage indebtedness shown due by him on the day of the sale by the statement of the mortgage debt filed in this cause.

Which is respectfully submitted.

MADISON BROWN
AUDITOR.

February 24, 1936.

Cause No. 3046.

The proceeds of the sale of the mortgaged real estate of Norman L. Bryan, the party making the mortgage described in this cause, in account with William R. Horney, assignee of said mortgage and the person making the sale mentioned under the power of sale contained in said mortgage.

CR.

1935
Sept.
17 By amount of the gross sales of the real estate sold per report of sales filed in this cause, to wit: the sum of $2,750.00

" " DR.

To William R. Horney, assignee and party making said sales for his commissions for so doing per terms of mortgage and rule of court, the sum of $155.00

To do., for the court costs of this cause per bill of costs made by the Clerk as follows, to wit:
Cost of W.H.Carter, 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 herein and paid said surety per account for same with receipt thereon exhibited, to wit: the sum of 16.00

To do., for the charges of J.E. Anthony as auctioneer selling the real estate sold, the sum of 20.00

To do., for the cost of advertising in The Centreville Observer
notice of sale $14.25
order nisi on sale 5.00
nisi on audit 3.50
per bill exhibited $22.75 22.75

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

$251.50

To William R. Horney, as assignee of the mortgage mentioned, on account of the mortgaged debt due him on the day of sale, this balance, which is not sufficient to pay said debt in full 2,498.50

$2,750.00 $2,750.00

February 24, 1936.

MADISON BROWN
Auditor.

Cause No. 3046.

The proceeds of the sale of the mortgaged real estate of Norman L. Bryan, the party making the mortgage described in this cause, in account with William R. Horney, assignee of said mortgage and the person making the sale mentioned under the power of sale contained in said mortgage.

STATEMENT OF DEBT.

1935
Sept.
17 Norman L. Bryan, the mortgagor making the mortgage of this cause,
to
William R. Horney, assignee of said mortgage . . . . . DR.

To amount of balance of the mortgage indebtedness, principal and interest, due by him to said assignee on this date, the date of sale, per statement of mortgage debt filed November 15, 1935 in this cause, to wit: the sum of $3,864.72

CR. By the amount distributed to said assignee on account of said debt by the within and aforegoing account, to wit: the sum of 2,498.50

DR. To balance due by said Norman L. Bryan to said William R. Horney, assignee, which bears interest from September 17, 1935, the sum of $1,366.22

MADISON BROWN
Auditor.

February 24, 1936.

NISI RATIFICATION OF AUDIT

William R. Horney Assignee of Mortgage VS. Norman L. Bryan, Cora R. Bryan, his wife.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CASE No. 3046.

ORDERED, This 24th day of February in the year nineteen hundred and 36 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 March, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed February 24th, 1936.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed March 24, 1936.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY,
Assignee of Mortgage
vs.
NORMAN L. BRYAN,
CORA R. BRYAN, his wife

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3046

ORDERED, This 24th day of February in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contary thereof be shown on or before the 21st day of March, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed February 24th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., March 24, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assn. of Mortgage vs. Norman L. Bryan, Cora R. Bryan, 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 27th day of February, 1936, being more than two weeks before the 14th day of March 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed March 24, 1936

WILLIAM R. HORNEY, Assignee of Mortgage, vs. NORMAN L. BRYAN, CORA BRYAN, his wife.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3046.

FINAL RATIFICATION OF AUDIT

ORDERED, this 24th day of March, in the year nineteen hundred and thirty six, 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 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 March 24th, 1936.

Cause No. 3052.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighteenth day of September, 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. JOHN T. ADAMS, 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 John T. Adams, to L. Tilghman Hayden, bearing date the 22nd day of March, 1934, and recorded in Liber B. H. T. No. 17, folios 395, etc., a land record book for Queen Anne's County, State of Maryland, and of the assignment thereof from the said L. Tilghman Hayden to the said William R. Horney, bearing date the 17th day of September, 1935, and recorded among said land records at the foot of said mortgage.

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.

HARPER & HORNEY
Solicitors for Assignee.

CERTIFIED COPY OF MORTGAGE
Filed September 18, 1935.

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

No. 16,525. QUEEN ANNE'S COUNTY TO WIT:- Be it remembered that on the Twenty seventh day of March in the year nineteen hundred and thirty four, the following Mortgage was brought to be recorded, to Wit:-

THIS MORTGAGE, made this 22nd day of March, in the year nineteen hundred and thirty four, by John T. Adams (unmarried), of Queen Anne's County, State of Maryland;

WHEREAS, the said John T. Adams is justly indebted unto L. Tilghman Hayden, of Queen Anne's County aforesaid, in the full sum of Eight Hundred Dollars ($800.00), for money loaned unto the said John T. Adams by the said L. Tilghman Hayden;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the aforesaid principal sum of Eight Hundred Dollars ($800.00) shall be paid unto the said L. Tilghman Hayden at the expiration of one year from the date of this mortgage, with interset thereon in the meantime at the rate of six per centum per annum, payable, semi-annually from the 22nd. day of September, 1934;

AND WHEREAS, IT WAS an express precedent agreement to the said loan that the aforesaid principal sum of Eight Hundred Dollars ($800.00) 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 John T. Adams does hereby grant and convey unto the said L. Tilghman Hayden, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of ground situate on Liberty Street in the town of Centreville, Queen Anne's County, Maryland, beginning for the same at the end of seventy nine (79) feet south or down Liberty Street from a stone on the West side of said Street and where it is intersected by a lane or way and planted on the northwest corner of the lot formerly owned by James A. Sheppard and running thence in a southerly direction and down said Street forty (40) feet to the lot formerly owned by McRandall Warner; Thence westerly and parallel with the southern boundry of the lot formerly owned by John L. Clough one hundred sixty one (161) feet; thence northerly and parrallel with the first line hereof forty (40) feet to the lot formerly owned by John L. Clough: and thence easterly and along the southerly boundary of the said lot formerly owned by John L. Clough one hundred sixty (160) feet to the place of beginning; being the same land which was granted and conveyed unto the said John T. Adams by Mary Avis Cahall (as Mary A. Cahall) by deed bearing date the 21st day of November, 1919, and recorded in Liber J. F. R. No. 3, folios 304, etc.,

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 T. Adams, his 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 Eight Hundred Dollars (800.00) when and as the same shall become due and payable as above set forth and the interest to accrue thereon when and as the same shall become payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said John T. Adams, his heirs and assigns, shall possess said property.

AND the said John T. Adams, for himself, his heirs, executors, administrators and asigns, 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 L. Tilghman Hayden, 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 L. Tilghman Hayden, 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 and their hereby duly constituted Attorneys for the purpose, are hereby authorized and ampowered to sell said premises upon giving twenty days previous notice of the time, 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 T. Adams, 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 L. Tilghman Hayden, his executors, administrators or assigns, or the said 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 od fall expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said John T. Adams, for himself, his heirs, executors, administrators and assigns, hereby covensnts to pay.

WITNESS the hand and seal of the said Mortgagor:

TEST: (as to said Mortgagor). John T. Adams (SEAL)

Hilda T. Seward

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

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 John T. Adams and acknowledged the aforegoing Mortgage to be his act;

AND at the same time also before me, the subscriber, personally appeared L. Tilghman Hayden, the within named mortgagee and made oath in due form of law that the consideration stated in the aforegoing MORTGAGE is true and bona fide as therein set forth.

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

Hilda T. Seward
Notary Public.

Seal's
Place.

Queen Anne's County, to wit: Be it remembered that on the Eighteenth day of September, in the year Nineteen Hundred and thirty five 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 aforegoing mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this 17th. day of September, 1935.

Test: Hilda T. Seward L. Tilghman Hayden Seal

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

I hereby certify that the aforegoing was truly taken and copied from Liber B. H. T. No. 17 folio 397 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 18th. day of October in the year 1935.

WILLIAM H. CARTER Clerk

Seal's
Place

CERTIFIE COPY OF BOND
Filed Oct. 11, 1935.

QUEEN ANNE'S COUNTY, TO WIT: BE it remembered that on the 11th. day of October, in the year nineteen hundred and thirty five, 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 11th. day of October, nineteen hundred and thirty five;

WHEREAS, a certain mortgage from John T. Adams to L. Tilghman Hayden bearing date the 22nd day of March, 1934, and recorded in Liber B. H. T. No. 17, folios 395, etc., a land record book for Queen Anne's County aforesaid, was by the said L. Tilghman Hayden duly assigned to William R. Horney by assignment bearing date the 17th. day of September, 1935, 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 occured 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 ABLIGATION 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 Eqity in relation to the sale of the said mortgaged property or the proceeds thereof then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

William R. Horney (SEAL)

SIGNED, sealed and delivered in the presence of

HILDA T. SEWARD

United States Fidelity and Guaranty Company,

by WILLIAM R. HORNEY
Its Attorney in Fact.

Corp. Seal's Place.

And on the font of the aforegoing Bond, was thus endorsed to wit: Security approved and Bond filed October 11th. 1935, William H. Carter, Clerk.

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

I hereby certify that the aforegoing was truly taken copied from Liber B. H. T. No. 1 folio 380 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 18th. day of October 1935.

Seal's Place.

WILLIAM H. CARTER Clerk.

REPORT OF SALE
Filed Oct. 16, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
JOHN T. ADAMS, Mortgagor.	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the mortgage from John T. Adams to L. Tilghman Hayden, bearing date the 22nd day of March, 1934, and recorded in Liber B. H. T. No. 17, folios 395, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was assigned by the said L. Tilghman Hayden to the said William R. Horney, for the purpose of collection by foreclosure or otherwise, by assignment bearing date the 17th day of September, 1935, and recorded among said land records at the foot of said mortgage.

2. 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.

3. That after giving bond to the State with such security as the Clerk of this Court did approve conditioned to abide by and fulfill any order or decree which sould be made by any court of Equity in relation to the sale of the mortgaged property or the proceeds thereof as required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in The Queen Anne's Record, a newspaper printed in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee did, pursuant to said notice, attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on the 15th day of October, 1935, at 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, proceed to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

ALL that lot of ground situate on Liberty Street, in the town of Centreville, Queen Anne's County, Maryland, beginning for the same at the end of 79 feet south or down Liberty Street from the stone on the west side of said street and where it is inter - sected by a lane or way and planted on the northwest corner of the lot formerly owned by James A. Sheppard, and running thence in a southerly direction and down said street 40 feet to the lot formerly owned by McRandall Warner; thence westerly and parallel with the southern boundary of the lot formerly owned by John L. Gough 161 feet; thence northerly and parallel with the first line hereof 40 feet to the lot formerly owned by John L. Gough; and thence easterly and along the southerly boundary of the said lot formerly owned by John L. Gough 160 feet to the place of beginning.

And said Assignee sold the above described property to L. Tilghman Hayden for the sum of Eight Hundred Dollars ($800.00), he being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court;

(b) That all taxes of whatsoever kind and nature then due and in arrear, if any, would be payable by the Assignee; the taxes for the current year (except the town taxes which had already been paid by the mortgagee) to be paid by the purchaser;

(c) That all premiums for fire insurance on the buildings, if any, would be adjusted as of the day of sale;

(d) And that the cost of all title papers and other expenses incident to the transfer of said mortgaged property to the purchaser would be payable by the purchaser.

4. That the said purchaser has not yet complied with the terms of sale but has agreed to do so by paying, upon demand, into the hands of said Assignee all costs and expenses incident to the foreclosure proceeding, including all taxes due and in arrear, if any, he being the real owner of the aforesaid mortgage.

Respectfully submitted,

WILLIAM R. HORNEY
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 16th day of October, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WM. H. CARTER
Clerk.

Filed Oct. 16th, 1935.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Oct. 16, 1935.

ASSIGNEE'S SALE
OF A VALUABLE
D W E L L I N G

in Centreville

Default having occurred in the mortgage from John T. Adams to L. Tilghman Hayden, dated March 22nd, 1934, and recorded in Liber B. H. T. No. 17, folios 395, 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. 15, 1935 beginning at the hour of 1 o'clock P. M., the property conveyed by said mortgage, to wit:

ALL that lot of ground situate on Liberty Street in the town of Centreville, Queen Anne's County, Maryland, beginning for the same at the end of 79 feet south or down Liberty Street from the stone on the west side of said street and where it is intersected by a lane or way and planted on the northwest corner of the lot formerly owned by James A. Sheppard and running thence in a southerly direction and down said street 40 feet to the lot formerly owned by McRandall Warner; thence westerly and parallel with the southern boundary of the lot formerly owned by John L. Gough 161 feet; thence northerly and parallel with the first line hereof 40 feet to the lot formerly owned by John L. Gough; and thence easterly and along the southerly boundary of the said lot formerly owned by John L. Gough 160 feet to the place of beginning.

The improvements consist of a frame dwelling in good condition.

TERMS OF SALE: 1-3 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 montbs 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.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

October 16, 1935

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Assignee's Sale in the case of John T. Adams 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 19th day of September, 1935, being more than 20 days before the 15th day of October, 1935.

THE QUEEN ANNE'S PUBLISHING CO., INC.
By Mary M. Parks

Filed Oct. 16/35.

N I S I

William R. Horney, Assignee of Mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS	)	IN EQUITY
John T. Adams, Mortgagor.	)	CHANCERY No. 3052.

ORDERED, This 16th., day of October A. D., 1935, that the sale 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 18th 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 18th day of November next.

The Report states the amount of sales to be $800.00.

WILLIAM H. CARTER Clerk.

Filed October 16th, 1935.

STATEMENT OF MORTGAGE DEBT
Filed December 6, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
JOHN T. ADAMS, Mortgagor.	)	Cause No. 3052

STATEMENT OF MORTGAGE DEBT

Statement of the principal mortgage debt, interest, taxes, and insurance premium due, as of the day of the sale of the real estate made and reported in the above entitled cause, under the mortgage from John T. Adams to L. Tilghman Hayden, bearing date the 22nd day of March, 1934, and recorded in Liber B. H. T. No. 17, folios 395, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned unto William R. Horney by assigment bearing date the 17th day of September, 1935, and recorded among said land records at the foot of said mortgage:

Amount of the principal mortgage debt due as of the 15th day of October, 1935, (the day of sale), secured by said mortgage attached hereto, to wit: the sum of ----------		$ 800.00
Amount of the interest due on said principal mortgage debt from the said 22nd day of March, 1934, (the date of said mortgage) to the said 17th day of October, 1935, (the said day of sale), to wit: the sum of----------		75.07
Amount of the water rent due on the mortgaged property and paid by L. Tilghman Hayden, Mortgagee, to The Twon Commissioners of Centreville:		
For the year 1934, (balance),----------	$ 10.85	
For the year 1935,----------	12.88	23.73
Amount of the town taxes due on the mortgaged property and paid by L. Tilghman Hayden, Mortgagee, to The Town Commissioners of Centreville:		
For the year 1934,----------	$ 17.74	
For the year 1935,----------	16.58	34.32
Amount of the state and county taxes due on the mortgaged property and paid by L. Tilghman Hayden, Mortgagee to Anna Q. Skinner, Treasurer:		
For the year 1934,----------		15.70
Amount of the insurance premium on the buildings on the mortgaged property and paid by L. Tilghman Hayden, Mortgagee, to McKenney and Price, Agents:		
For the year 1934,----------		7.20
Total amount of the principal mortgage debt, interest, taxes and insurance premium as of the said day of sale,----------		$ 956.02

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

I HEREBY CERTIFY that on this 6th day of December, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the within named Assignee of Mortgage, and made oath, in due form of law, that the matters and things stated in the aforegoing STATEMENT OF MORTGAGE DEBT are true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk.

Filed December 6th, 1935.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed 12/20/35.

N I S I

William R. Horney, Assignee
of Mortgage
vs.
John T. Adams, Mortgagor

In the Circuit Court for Queen Anne's County in Equity. Chancery No. 3052.

ORDERED, This 16th day of October A. D., 1935, that the sale 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 18th 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 18th day of November next.

The Report states the amount of sales to be $800.00.

WILLIAM H. CARTER, Clerk

True Copy-
Test: WILLIAM H. CARTER, Clerk
Filed October 16th, 1935.

THE QUEEN ANNE'S RECORD

Centreville - Maryland

December 20, 1935

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage vs. John T. Adams, 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 4 successive weeks the first publication thereof having been made in said newspaper on the 17th day of October, 1935, being more than 4 weeks before the 18th day of November 1935.

THE QUEEN ANNE'S PUBLISHING CO., INC.
By Mary M. Parks

Filed 12/20/35.

ORDER OF COURT
Filed December 27, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. JOHN T. ADAMS, Mortgagor.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3052.

FINAL ORDER OF RATIFICATION

ORDERED, this 27th day of December, 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 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 the real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed December 27th, 1935.

REPORT AND ACCOUNTOF THE AUDITOR
Filed February 24, 1936.

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

William R. Horney, Assignee of Mortgage, VS. John T. Adams, Mortgagor.	)	Cause No. 3052.

To the Honorable, the Judges of said Court:

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

That these proceedings were instituted by William R. Horney as assignee of the mortgagee from John T. Adams described in this cause by a sale of the mortgaged property under the terms of said mortgage, and the proceeds of sale so made are not sufficient to pay the costs of the mortgage sale and the mortgage debt in full.

That in the within account stated by the auditor he has charged said assignee, the party making the sale, with the gross proceeds of sale made by him and then thereout allowed as follows:
Unto said William R. Horney as party making this sale his commissions for making this sale under terms of the mortgage; the court costs of the cause; the fee of the auctioneer for selling the property; the cost of the bond filed and cost of advertising notice of sale and the several orders nisi of the cause;
Unto the auditor his fee.
Unto William R. Horney as assignee of mortgage the balance of the amount charged to him remaining after the allowances above set forthon account of his mortgage debt.

The auditor has made and appends herewith as part hereof a statement showing the indebtedness remaining after the sale and after the application to the debt due on the day of sale of the amount mentioned above, which account is between the mortgagor and the assignee of the mortgage and is based on the statement of the mortgage debt filed in this cause December 6, 1935.

Which is respectfully submitted.

MADISON BROWN
Auditor.

February 24, 1936.

Cause No. 3052.

The proceeds of the sale of the mortgaged real estate of John T. Adams, the party making the mortgage described in this cause, in account with William T. Horney, assignee of said mortgage and the party making sale of said real estate under terms of said mortgage.

1935 Oct. 15	CR. By amount of the gross sale of the mortgaged real estate per report of sale of said assignee filed herein, to wit: the sum of		$800.00
" "	DR.		
	To William R. Horney, the party making the sale mentioned for his commissions for so doing per terms of mortgage, the sum of	$54.50	
	To do., for the court costs of this cause per bill of costs made by the Clerk of the court as follows, to wit: Cost of W.H.Carter, clerk, ... $18.75; Appear. fee of Harper & Horney 10.00	28.75	
	To do., for the charges of J.E. Anthony, auctioneer, for crying the sale made, the sum of	10.00	
	To do., for the cost of his bond with corporate surety thereon filed in this cause and paid said surety per account for same with receipt thereon exhibited, the sum of	10.00	
	To do., for the cost of advertising in The Queen Anne's Record the notice of the sale made and the several orders nisi of the cause, per account for same exhibited, to wit: the sum of	26.50	
	To Madison Brown, auditor, for stating this account, the sum of	9.00	
	To William R. Horney, assignee of said mortgage, on account of the mortgage debt due him on the day of the sale, this balance, which is not sufficient to pay the mortgaged debt in full, to wit: the sum of	661.25	
		$800.00	$800.00

February 24, 1936.

MADISON BROWN,
Auditor.

Cause No. 3052.

The proceeds of the sale of the mortgaged real estate of John T. Adams, the party making the mortgage described in this cause, in account with William R. Horney, assignee of said mortgage and the party making sale of said real estate under terms of said mortgage.

STATEMENT OF MORTGAGE DEBT.

John T. Adams, the mortgagor making the mortgage described in this cause,
to
William R. Horney, assignee of said mortgage, DR.

1935 Oct. 15		To amount due under said mortgage on this date, the day of the sale, per statement of mortgage debt filed in this cause December 6, 1935, to wit: sum of	$956.02
"	CR.	By amount of the net proceeds of sale of this cause distributed to said assignee by the aforegoing account in part payment of the mortgage indebtedness, to wit: the sum of	661.25
"	DR.	To balance due by said John T. Adams as mortgagor, unto said William R. Horney as assignee of said mortgage as of this date and bearing interest from this date, under said mortgage, to wit:	$294.77

February 24, 1935.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney Assignee of mortgage VS. JOHN T. ADAMS, Mortgagor.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE No. 3052.

ORDERED, This 24th day of February in the year nineteen hundred and 36 that the Reportand Account filed in these proceedceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of March, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed February 24th, 1936.

CERTIFICATE OF PUBLICATION OF NISI
RATFICIATION OF AUDIT.
Filed March 24, 1936.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY, Assignee of
Mortgage
vs.
JOHN T. ADAMS,
Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3052.

ORDERED, This 24th day of February in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of March, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed February 25th, 1936.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

March 24, 1936

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage vs. John T. Adams, 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 two successive weeks the first publication thereof having been made in said newspaper on the 27th day of February 1936, being more than 14 days before the 14th day of March, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.
By MARY M. PARKS

ORDER OF COURT
Filed March 24, 1936.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. JOHN T. ADAMS, Mortgagor.		In the Circuit Court for Queen Anne's County in Equity. Cause No. 3052.

FINAL RATIFICATION OF AUDIT

ORDERED, this 24th day of March, in the year nineteen hundred and thirty six, 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 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 March 24th, 1936.

CAUSE NO. 3051.

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

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

Jeremiah K. Wrightson, Bessie L. Wrightson, his wife, Plaintiffs, vs. May Eley, Henry Albert Elliott, Nadel E. Edwards, Walter A. Edwards, her husband, Defendants.	Cause No.

To the Honorable, the Judges of said Court:

Your orators, complaining, says:-

1. That one William D. Wrightson, late of said county, deceased, in his life time, to wit: on or about the 18th day of September, 1877, by a deed bearing that date, made unto him by one William B. Tilghman, became seized and possessed of a tract of land called "Saver's Forest", situated in the Fifth Election District of Queen Anne's County aforesaid, on Greenwood Creek, adjoining the woodland of said Jeremiah K. Wrightson, and containing 12 acres, 3 roods and 38 perches of land, more or less; said deed was duly recorded among the land record books of Queen Anne's County in Liber J. W. No. 7, on folio 424, and a certified copy of the same is filed with this bill as part hereof and is marked "Exhibit No. 1".

2. That the said William D. Wrightson departed this life intestate sometime in the year 1903 seized and possessed of said land, and leaving as his only heirs at law, four children, to wit:
(1) Jeremiah K. Wrightson, the plaintiff, a son,
(2) May Eley, a daughter and one of the defendants,
(3) Kate Graham, a daughter,
(4) Annie L. Elliott, a daughter.

3. That said Kate Graham died intestate sometime in the year 1918, seized and possessed of that one undivided fourth part of said land which she inherited from her father as aforesaid, and leaving as her only heirs at law the following named persons, to wit:
(1) Edward K. Graham, her husband,
(2) Jeremiah K. Wrightson, aforesaid, her brother,
(3) May Eley aforesaid, her sistern,
(4) Annie L. Elliott aforesaid, her sister.

4. That upon the death of said Kate Graham as aforesaid the one undivided fourth part of the said land of which she died seized and possessed as aforesaid descended unto her heirs at law named in the preceding paragraph in the following proportions, to wit:
(1) Unot said Edward K. Graham, her husband, to the extent of one-half of said one-fourth, so that he inherited from her one undivided eighth part of the whole tract.
(2) Unto said Jeremiah K. Wrightson to the extent of one-third of one-half of said one-fourth, so that he inherited from her one undivided twenty fourth part of the whole tract.
(3) Unto the said May Eley to the extent of one-third of one-half of said one-fourth, so that she inherited from her one undivided twenty fourth part of the whole tract.
(4) Unto the said Annie L. Elliott to the extent of one-third of one-half of said one-fourth part, so that she inherited from her one undivided twenty fourth part of the whole tract.

5. That the said Edward K. Graham, by his deed dated September 19, 1934, duly executed, acknowledged and filed for record among the land record books of Queen Anne's County aforesaid conveyed unto the said May Eley that one undivided eighth part of the whole tract of land which he inherited as aforesaid from the said Kate Graham; a certified copy of said deed marked "Exhibit No. 2" is filed with this bill as part hereof.

6. That said Annie L. Elliott departed this life sometime in the month of July, 1934, intestate, seized and possessed of that one undivided fourth part of said land which she inherited as aforesaid from her father and of that one undivided twenty fourth part of said land which she inherited as aforesaid from her sister, Kate Graham, that is to say, she died seized and possessed of seven

undivided twenty fourth parts of the whole of said land, and leaving as her only heirs at law the following named persons, to wit:

(1) The said Henry Albert Elliott, her husband, who inherited from her one-third of said seven-twenty fourth parts, or 7/72 parts of the whole land.

(2) The said Nadel E. Edwards, her only child, who inherited from her mother 14/72 parts of the whole tract.

7. That said tract of land is now owned by the following named parties to this bill as tenants in common in the following proportions, to wit:

(1)	By said Jeremiah K. Wrightson to the extent of 7/24 or parts of the whole tract.	21/72
(2)	By said May Eley to the extent of 7/24 + 1/8 = 7/24 + 3/24 = 10/24 or parts of the whole tract.	30/72
(3)	By said Henry Albert Elliott to the extent of 1/3 of 7/24 or parts of the whole tract.	7/72
(4)	By said Nadel E. Edwards to the extent of 2/3 of 7/24 or parts of the whole tract.	14/72

8. That said tract of land cannot be divided among the said parties interested therein and/or owing the same as set forth in paragraph 7 of this bill, according to their respective interests therein, without loss or injury to said parties owning the same as aforesaid.

9. That your orator, the said Jeremiah K. Wrightson, is entitled to have the tract of land above mentioned and described sold under a decree of this court and a division had of the money arising from said sale among the parties entitled thereto according to their respective rights.

10. That your orator has a wife, Bessie L. Wrightson, who is one of the plaintiffs of this bill.

11. That said May Eley is a widow and resides in Baltimore City in the State aforesaid.

12. That said Henry Albert Elliott is a widower and resides in Queen Anne's County aforesaid.

13. That the said Nadel E. Edwards has a husband, the said Walter A. Edwards, and both are defendants of this bill, and they are non-residents of the State of Maryland and reside in Norfolk, State of Virginia.

TO THE END THEEFOR-

1. That the defendants, May Eley, Nadel E. Edwards and Walter A. Edwards, her husband, may answer the premises, and

2. That a decree for the sale of the real estate hereinbefore mentioned and described for purpose of partition of the proceeds of sale among the parties entitled thereto; and

3. That the proceeds of such sale distributed among the parties in proportion to their respective rights and interest; and

4. That your orators have other and further relief as their case may require.

May it please Your Honors to grant unto Your Orators an order of publication giving notice to the said Nadel E. Edwards and Walter A. Edwards, her husband, who are non-residents of the State of Maryland as before stated, of the substance and object of this bill, and warning them to be and appear in this Court, in person, or by solicitor, on or before a certain day, to answer the premises and show cause, if any they have, why a decree ought not to pass as prayed.

And also the writ of subpoena against the said May Eley residing in Baltimore City as aforesaid, and the writ of subpoena against the said Henry Albert Elliott, residing in Queen Anne's County aforesaid, commanding them to appear in this Court, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.,

MADISON BROWN
Solicitor for the Plaintiffs.

Filed September 5th, 1935.

EXHIBIT NO. 1
Filed Sept. 5, 1935.

Queen Anne's County, to wit: be it remembered that on the Eighth day of January Eighteen hundred and Seventy Seven, the following Deed was brought to be recorded, to wit:

This Deed, made this eighteenth day of September in the year Eighteen hundred and seventy seven by William B. Tilghman and Harett E. Tilghman, his wife, of Baltimore City, State of Maryland,

Witnesseth, that in consideration of Four Hundred and fifty four dollars and fifty six cents, the said William B. Tilghman and Harett E. Tilghman, his wife, do grant unto William D. Wrightson of Queen Anne' s County, State of Maryland, in fee simple, all that part of a lot of woodland, situate, lying and being in Queen Anne's County aforesaid in Piney Neck thereof, which is particularly described as follows, to wit: Beginning for the part hereby granted and conveyed at a stone to be planted in the ground at the end of seventeen perches on the fifth line of the whole tract or woodlot of which this is a part (which whole tract has its beginning at the end of five perches on a line drawn north Sixty Eight degrees thirty minutes east from a stone on the marsh at the head of Greenwood Creek and running thence north sixty eight degrees thirty minutes East five perches thence south sixty five degrees thirty minutes East fourteen perches thence South forty five degrees East, Eleven perches, and one half of a perch thence South twenty three degrees thirty minutes East thirty perches to the beginning of said fifth line, and which said fifty line of the whole tract runs South thirty one degrees fifteen minutes East twenty four perches) and running thence by and with said fifth line of said whole tract or woodlot of which it is a part South thirty one degrees fifteen minutes East Seven perches to the end of said fifth line and thence with the succeeding lines of said whole tract or woodlot as follows, thence south thirty eight degrees thirty minutes East eleven perches thence South twelve degrees thirty minutes East twenty perches, thence South Seventy two degrees thirty minutes west sixty five perches and one half of a perch, thence north nine degrees thirty minutes west seven perches, thence north two degrees East Sixteen perches and one fourth of a perch, thence north Seventy two degrees thirty minutes East two perches and three fourths of a perch, thence north three degrees thirty minutes west fifteen perches and thence by and with a straight line north seventy two degrees thirty minutes East to the aforesaid Place of Beginning, containing Twelve acres, three roods and thirty eight perches of land. And the said William B. Tilghman covenants with the said William D. Wrightson that he will warrant generally the land hereby conveyed and that he will execute such other and further assurances of title as may be requisite.

As witness their hands and seals.

Test: R. H. Johns Jr.

Wm. B. Tilghman (SEAL)

Harriett E. Tilghman (SEAL)

State of Maryland City of Baltimore, to wit: I hereby certify that on this Eighteenth day of September in the year Eighteen hundred and Seventy Seven, before me the Subscriber, a Justice of the Peace of the State of Maryland in and for Baltimore City personally appeared William B. Tilghman and Harret E. Tilghman, his wife, and did each acknowledge the aforegoing deed to be their respective act and deed.

R. H. Johns Jr. J. P.

State of Maryland, Baltimore City, Sct: I hereby certify, that R. H. Johns, Jr. 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 the City of Baltimore, duly commissioned and sworn.

In Testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 18th day of September A. D. 1877.

Place for the Seal of the Superior Court Balto.

Geo. Robinson, Clerk of the Superior Court of Baltimore City.

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

I hereby certify that the aforegoing is truly taken and copied from Liber J. W. No. 7, folios 424, 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 Fifth day of September, in the year nineteen hundred and thirty five.

Seal's Place.

WILLIAM H. CARTER Clerk

EXHIBIT No. 2.
Filed Sept. 5, 1935.

::::::::::::::::::::::::::::::::::::::
#16,752. 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 Fourth day of October, in the year nineteen hundred and thirty four, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent Int. Rev. Stamp
Endorsed L. J. J. 9/19/34.

THIS DEED, Made this 19th day of September in the year one thousand nine hundred and thirty-four, by and between EDWARD K. GRAHAM, widower, of the City of Washington, in the District of Columbia, party of the first part; and MAY ELY, of the City of Baltimore, in the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all his right, title, interest and estate, in and to all that tract of land situate and lying in Queen Anne's County, in the State of Maryland, and being known as all that part of a lot of wood land situate, lying and being in Queen Anne's County on Piney Neck, and more particularly described in a Deed from William B. Tilghman, et al to William D. Wrightson, dated September 18, 1877 and recorded among the Land Records of Queen Anne's County in Liber J. W. No. 7, Folio 424, to which deed reference is hereby made for a more particular description of the property hereby intended to be conveyed.

B E I N G, the same property which was conveyed unto William D. Wrightson by the deed hereinbefore referred to.

T H E, said William D. Wrightson departed this life intestate in 1903, leaving surviving him his wife, who died in 1919, and four children, to wit: Kate Graham, Annie Elliott, Jerry Wrightson and May Ely, the party grantee herein.

T H E, said Kate Graham, the sister of the grantee, died in 1908, leaving as her soleheirs at law her husband, Edward K. Graham, the party grantor herein, and the said Annie Elliott, Jerry Wrightson and May Ely, the party grantee herein.

I T, being the intention of these presents to convey unto the grantee herein all the right, title and interest in the said property to which the said Edward K. Graham is entitled in any manner whatsoever as heir at law and next of kin of his said deceased wife, Kate Graham, the daughter of the said William D. Wrightson, or <u>iny</u> other interest that he may be entitled to in the said land in any manner whatsoever.

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

TO HAVE AND TO HOLD all of the right, title, interest and estate of the said grantor in and to the property hereinbefore described, together with the improvements thereon, unto and to the use of the said MAY ELY, her heirs and assigns, in fee simple, absolutely and forever.

AND the said Grantor hereby covenants that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that he will warrant specially the property hereby granted and conveyed, and he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS: EDWARD K. GRAHAM (SEAL)

B. R. EDWARDS

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY, that on this 19th day of September in the year one thousand nine hundred and thirty-four before me, the subscriber, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared EDWARD K. GRAHAM, widower, the within named Grantor, and he acknowledged the aforegoing Deed to be his act, and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Notary
Public
Seal.

BERNARD R. EDWARD
Notary Public.
D of C

My Commission expires June 24th, 1935.

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. 18, folios 281, 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 Fifth day of September, in the year nineteen hundred and thirty five.

Seal's
Place.

WILLIAM H. CARTER Clerk

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

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO HENRY ALBERT ELLIOTT

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 October next, to answer the complaint of Jeremiah K. and Bessie L. Wrightson, his wife, against you in Said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of September, 1935.
Issued the Fifth day of September in the year 1935.

WILLIAM H. CARTER Clerk.

Madison Brown
Solicitor for Complainant.

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

WILLIAM H. CARTER Clerk.
True Copy-

Test: WILLIAM H. CARTER, Clerk

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

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO MAY ELEY

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 October next, to answer the complaint of Jeremiah K. and Bessie L. Wrightson, his wife, against you in Said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first day of September, 1935.
Issued the 5th day of September in the year 1935.

William H. Carter Clerk.

Madison Brown
Solicitor for Complainant

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

WILLIAM H. CARTER Clerk.

True Copy
Test: WILLIAM H. CARTER, Clerk

ORDER OF PUBLICATION.
Filed December 11, 1935.

In the Circuit Court for Queen Anne's County, in Equity, Cause No. 3051, Jeremiah K. Wrightson versus May Eley, Henry Albert Elliott Nadel E. Edwards, Walter A. Edwards, her husband.

ORDER OF PUBLICATION.

The object of this suit is to procure a decree for the sale of real estate of which William D. Wrightson died seized and possessed for purpose of division of the proceeds of sales among his heirs now owing same according to their respective rights, The bill states:-

That William D. Wrightson, late of said county, died intestate owning a tract of woodland called "Sayer's Forest" situated in the Fifth Election District of Queen Anne's County, Maryland, on Greenwood Creek, adjoining the woodlot of Jeremiah K. Wrightson, containing 12 acres, 3 roods, 38 perches of land and which was conveyed to him by William B. Tilghman by deed dated 18th of September, 1877, and recorded among the land records of said county in Liber J. W. No. 7, on folio 424; that he left surviving him as his only heirs at law said Jeremiah K. Wrightson, May Eley, Kate Graham and Annie L. Elliott, his children; that said Kate Graham died intestate in 1918, leaving as her only heirs at law, a husband Edward K. Graham and said Jeremiah K. Wrightson, May Eley and Annie L. Elliott; that by deed dated September 19, 1934, duly recorded, said Edward K. Graham conveyed unto said May Eley that part of said land he inherited from his said wife; that Annie L. Elliott died intestate in 1934, owning those parts of said land which she inherited from her father and said Kate Graham and leaving as her only heirs at law a husband, said Henry Albert Elliott, and one child, said Nadel E. Edwards; that as a result of said inheritance and above mentioned deed said tract of land is now owned by said Jeremiah K. Wrightson to the extent of 21/72 undivided parts, by said May Eley to extent of 30/72 undivided parts, by said Henry Albert Elliott to extent of 7/72 undivided parts, by said Nadel E. Edwards to extent of 14/72 undivided parts; that said land cannot be divided among the said parties so interested therein and owning the same according to their said respective interests therein without loss or injury to them; that said May Eley resides in Baltimore City and Henry Albert Elliott in Queen Anne's County; that said Nadel E. Edwards has a husband named Walter A. Edwards and both of them are non-residents of the State of Maryland.

The bill prays for a decree for the sale of said land, for appointment of a trustee to make said sale, for a division of the proceeds of sale among the parties entitled thereto according to their respective rights and for further relief.

It is thereupon, on this Eleventh day of December, 1935, by the Circuit Court for Queen Anne's County, in Equity, ordered that the plaintiffs 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 Sixteenth day of January, 1936, giving notice to the said Nadel E. Edwards and Walter A. Edwards, her husband, the 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 third day of February, 1936, to show cause, if any they have why a decree ought not to pass as prayed.

WILLIAM H. CARTER, Clerk.

Filed December 11th, 1935.

ORDER TO ISSUE
Filed Dec. 11, 1935.

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

Jeremiah K. Wrightson, et al. (
)
vs. (Cause No. 3051.
)
May Eley, et al. (

To William H. Carter, clerk:

Issue forthwith the write of subpoena in the above cause to Henry Albert Elliott, returnable the first Monday in January.

Issue forthwith the Order of Publication in the above case against Nadel E. Edwards and Walter A. Edwards, her husband, non-resident defendants, and send copy of the Order of Publication to the Queenstown News for publication.

MADISON BROWN

Filed Dec. 11th, 1935.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed Dec. 12, 1935.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO HENRY ALBERT ELLIOTT

Seal's
Place.

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of January 1936 next, to answer the complaint of Jeremiah K. Wrightson, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first day of December, 1935.
Issued the 11th day of December, 1935.

WILLIAM H. CARTER 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 January next, being the Return Day.

WILLIAM H. CARTER Clerk

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

Served Dec. 12-1935.
T. Herbert Everett Sheriff.

PETITION OF JEREMIAH K. WRIGHTSON FOR
SALLIE J. ELLIOTT, WIFE OF HENRY ALBERT
ELLIOTT, TO BE MADE A DEFENDANT.
Filed May 6, 1936.

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

Jeremiah K. Wrightson, et al., (
)
vs. (Cause No. 3051.
)
May Eley, et al. (
)

The petition of Jeremiah K. Wrightson, plaintiff, by Madison Brow. Brown, his attorney, to Your Honors respectfully sets forth:-

That he has been informed that the said Henry Albert Elliott, who was a single man at the time the bill of complaint was filed in this cause, has since married and his wife is named Sallie J. Elliott. It has been suggested to the plaintiff that she should be made a party to the cause.

Your petitioner therefor prays Your Honors to pass an order making the said Sallie J. Elliott a party to this cause and directed that summons be issued to her to answer the bill of complaint.

Which is respectfully submitted.

MADISON BROWN,
Atty. for Petitioner

Filed May 6th, 1936.

ORDER OF COURT
Filed May 7, 1936.

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

Jeremiah K. Wrightson et al.,	)	
vs.	)	Cause No. 3051.
May Eley, et al.	)	

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity on this 7th day of May in the year nineteen hundred and thirty six upon the aforegoing petition that Sallie J. Elliott, the wife of Henry Albert Elliott, one of the original parties to this cause, be and she is hereby made a party defendant to the bill of complaint and the Clerk of this Court is hereby directed to issue in due form a writ of subpoena directing her to answer the bill.

J. OWEN KNOTTS

Mr. William H. Carter, clerk:-

Do not issue the write of subpoena above prayed for as the defendant has answered.

MADISON BROWN

Filed May 7th, 1936.

ANSWER OF HENRY ALBERT ELLIOTT
AND SALLIE J. ELLIOTT, HIS WIFE.
Filed May 7, 1936.

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

Jeremiah K. Wrightson, et al.,	)	
vs.	)	Cause No. 3051.
May Eley, et al.	)	

To the Honorable, the Judges of said Court:

The answer of Henry Albert Elliott and Sallie J. Elliott, his wife, to the bill of complaint of Jeremiah K. Wrightson and others against them and others in this cause exhibited.

These defendants admit the matters and facts set forth in the bill of complaint to be true and submit to such decree as may be right and proper.

HENRY A. ELLIOTT

SALLIE J. ELLIOTT

DECREE PRO CONFESSO
Filed May 7, 1936.

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

Jeremiah K. Wrightson, et al.,	)	
vs.	)	Cause No. 3051.
May Eley, et al.	)	

The order of publication heretofore passed in this cause against Nadal E. Edwards and Walter A. Edwards, her husband, having been duly published and the said defendants having failed to appear and answer the the bill of complaint.

It is thereupon this 7th day of May in the year nineteen hundred and thirty six adjudged, ordered and decreed by the Circuit Court for Queen Anne's County, in Equity that the complainants are entitled to relief in the premises, and that the bill of complaint be, and it is hereby taken pro confesso against said defendants.

But because it does not certainly appear to what relief the plaintiffs are entitled, it is further adjudged and ordered that H. B. W. Mitchell, one of the regular examiners of this court, take testimony to support the allegations of the bill.

J. OWEN KNOTTS

Filed May 7th, 1936.

CERTIFIED COPY OF ORDER
OF PUBLICATION
Filed May 7, 1936.

In the Circuit Court for Queen Anne's County, in Equity, Cause No. 3051, Jeremiah K. Wrigtson versus May Eley, Henry Albert Elliott, Nadel E. Edwards, Walter A. Edward, her husband.

ORDER OF PUBLICATION.

The object of this suit is to procure a decree for a sale of real estate of William D. Wrightson died seized and possessed for purpose of division of the proceeds of sales among his heirs now owing same according to their respective rights. The bill states:

That William D. Wrightson, late of said county, died intestate owning a tract of woodland called "Sayer Forest" situated in the Fifth Election District of Queen Anne's County, Maryland, on Greenwood Creek, adjoining the wood lot of Jeremiah K. Wrightson, containing 12 acres, 3 roods, 38 perches of land and which was conveyed to him by William B. Tilghman by deed dated 18th of September, 1877, and recorded among the land records of said county in Liber J. W. No. 7, on folio 424, that he left surviving him as his only heirs at law said Jeremiah K. Wrightson, May Eley, Kate Graham and Annie L. Elliott his children; that said Kate Graham died intestate in 1918, leaving as her only heirs at law, a husband Edward K. Graham and said Jeremiah K. Wrightson, May Eley and Annie L. Elliott; that by deed dated September 19, 1934 duly recorded, said Edward K. Graham conveyed unto said May Eley that part of said land he inherited from his said wife; that Annie L. Elliott died intestate in 1934, owning those parts of said land which she inherited from her father and said Kate Graham and leaving as her only heirs at law a husband, said Henry Albert Elliott, and one child, said Nadel E. Edwards; that as a result of said inheritances and above mentioned deed said tract of land is now owned by said Jeremiah K. Wrightson to the extent of 21-72 undivided parts, by said May Eley to extent of 30-72 undivided parts, by Henry Albert Elliott to extent of 7-72 undivided parts, by said Nadel E. Edwards to extent of 14-72 undivided parts; that said land cannot be divided among the said parties so interested therein without loss or injury to them; that said May Eley resides in Baltimore City and Henry Albert Elliott in Queen Anne's County; that said Nadel E. Edwards has a husband named Walter A. Edwards and both of them are non-residents of the State of Maryland.

The bill prays for a decree for the sale of said land, for appointment of a trustee to make said sale, for a division of the proceeds of said sale among the parties entitled thereto according to their respective rights and for further relief.

It is thereupon, on this Eleventh day of December, 1935.

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 once in each of four successive weeks before the 16th day of January, nineteen hundred and thirty six giving notice to the said Nadel E. Edwards and Walter A. Edwards her husband the 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 3rd day of February 1936 to show cause, if any they have, why a decree ought not be passed as prayed.

WILLIAM H. CARTER, Clerk
True Copy-Test:

WILLIAM H. CARTER, Clerk
Filed December 11th 1935.

OFFICE of The Queenstown News,
Queenstown, Maryland
March 1936.

I, Michael W. Aker, do hereby certify that I am the publisher of the newspaper called THE QUEENSTOWN NEWS and that said paper is published and issued each week.

I further certify that the annexed Order of Publication in the case of Jeremiah K. Wrightson, et al., -vs- May Eley, et al., Cause No. 3051 a true copy of which is hereunto annexed was inserted in The Queenstown News above mentioned once a week for each of four successive weeks before the sixteenth day of January, 1936, and in those weekly issues of publication of said newspaper which were issued on the following dated.

December 14, 1935 December 28, 1935

December 21, 1935 January 4, 1936.

THE QUEENSTOWN NEWS,

By M. W. Aker.

TESTIMONY
Filed May 23, 1936.

Jeremiah K. Wrightson and Bessie L. Wrightson, his wife,	In the Circuit Court for Queen Anne's County, in Equity.
vs.	No. 3051.
May Eley, Henry Albert Elliott, Nadel E. Edwards and Walter A. Edwards, her husband.	

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, one of the Standing Examiners of this Honorable Court, respectfully sets forth:

Madison Brown, Esq., Solicitor for the plaintiffs, having notified your Examiner that he desired to take testimony in the above entitled cause on Friday, May 22nd., in the afternoon at his office, in support of the allegations of the bill, the Court having directed by its order of May 7th., 1936, that testimoney be taken by me to support the allegations of the bill, your Examiner did attend at the office of Madison Brown, Esq., in Centreville, Md., on Friday, May 22nd. at 2.00 o'clock p. m., there being present Jeremiah K. Wrightson, one of the plaintiffs, and Madison Brown, Esq., Solicitor for the plaintiffs, and proceeded to take the following testimony, to wit:

Jeremiah K. Wrightson, a witness of lawful age, was the first witness produced on the part of the plaintiffs and having been first duly sworn did depose and say in answer to the questions of Madison Brown, Esq., attorney for the plaintiffs:

Q. 1. Please state your name, age, place of residence and occupation.

A. 1. My name is Jeremiah K. Wrightson. I am 65 years of age. I am a wheelwright and blacksmith and live near Bryantown, Queen Anne's County, Maryland.

Q. 2. State if you know any of the parties to this suit and if yea, which of them you know.

A. 2. I know all the parties to the suit. I am a plaintiff and my wife Bessie L. Wrightson is the other plaintiff. May Eley, a defendant is my sister. Henry Albert Elliott, a defendant, married my sister who is dead. Nadal E. Edwards is my niece and Walter A. Edwards, is her husband. I have known these parties for many years.

Q. 3. State whether or not you knew one William D. Wrightson, now dead, and if so, state when and where he died.

A. 3. I knew him because he was my father. He died sometime in the year 1903.

Q. 4. State whether or not your father owned any woodland at time of his death and if he did, please describe the same Briefly.

A. 4 At the time of his death he owned a tract of woodland situated on Greenwood Creek in the Fifth Election District of Queen Anne's County. This tract contains 12 acres, 3 roods and 38 perches of land, more or less. It is a part of a tract called "Sayer's Forest" and adjoins a tract of woodland which I own myself and which bears the same name. My father got this land on or about the 18th day of September, 1877 by a deed made to him by one William B. Tilghman.

Q. 5. I now hand you a paper writing marked Exhibit No. 1 filed in this case which purports to be a deed from William B. Tilghman to William D. Wrightson and dated 18th day of September, 1877. Please examine it and state what it is.

A. 5. It is a deed which William B. Tilghman gave my father for the land mentioned.

Mr. Brown now offers in evidence and files with Examiner this paper.

Q. 6. State whether or not your father, William D. Wrightsom, at the time of his death left a last will and testament.

A. 6 He did not. He died intestate.

Q. 7 Please give me the names of the persons whom your father left surviving him at the time of his death as his only heirs at law.

A. 7 He left as his only heirs at law four children: Jeremiah K. Wrightson, myself, his son. May Eley, a daughter; Kate Graham, a daughter; and another daughter by the name of Annie L. Elliott.

Q. 8. State whether or not Kate Graham mentioned by you is living or dead and if dead, state when she died and whether or not she left a last will and testament.

A. 8. My sister Kate Graham died intestate sometime in the year 1918.

Q. 9 What real estate did your sister Kate Graham die seized and possessed thereof.

A. 9 At the time of her death my sister owned one undivided fourth part of the woodland I have mentioned as being owned by my father when he died.

Q. 10 State whom your sister Kate Graham left surviving her as her only heirs at law.

A. 10 She left surviving her a husband, Edward K. Graham. She left no children or issue and her other heirs consisted of myself, Jeremiah K. Wrightson, her brother. Her sister, May Eley; and Annie L. Elliott, her sister.

Q. 11 State if you know what disposition if any, Edward K. Graham, the husband of Kate Graham, made of that interest in this woodland he inherited from his wife when she died without a will.

A. 11 Edward K. Graham by his deed dated September 19, 1934 conveyed all his interest so inherited from his wife unto my sister, May Eley. This was done by a deed which has been recorded among the land record books of Queen Anne's County.

Q. 12 I now hand you a paper writing which has already been filed in this case marked Exhibit No. 2 and ask you to examine the same and state what it is.

A. 12 It is the deed Edward K. Graham gave to my sister May Eley in 1934 which I have mentioned.

Mr. Brown now offers in evidence the paper writing marked Exhibit No. 2 already filed and files the same with the Examiner.

Q. 13 State whether or not your sister Annie L. Elliott is living or dead and if dead, state when she died and whether or not she left a last will and testament.

A. 13 My sister Annie L. Elliott died some time in the month of July, 1934 without leaving any last will and testament. She died in Queen Anne's County.

Q. 14 State what undivided part, if any, your sister Annie L. Elliott at the time of her death owned in the woodland you have described

A. 14 My sister died seized and possessed of that one-fourth part of said woodland which she inherited from my father and that one-undivided twenty fourth part of said land which she inherited from her sister Kate Graham.

Q. 15 State whom your sister Annie L. Elliott left surviving her at the time of her death as her only heirs at law.

A. 15 She left surviving her a husband, Henry Albert Elliott, and only one other person who is her child and whose name is Nadal E. Edwards. This Henry Albert Elliott and this child Nadal E. Edwards now own that part of said woodland which my sister owned at the time of her death.

Q. 16 State who now owns the woodland you have described.

A. 16 It is now owned by myself, Jeremiah K. Wrightson, by my sister, May Eley, by Henry Albert Elliott and by my niece, Nadal E. Edwards. We own the undivided parts in the land.

Q. 17 Paragraph 7 of the bill of Complaint says that this woodland is now owned as follows: By you to the extent of 21/72 parts, by May Eley to the extent of 30/72 parts, by Henry Albert Elliott to the extent of 7/72 parts, by Nadal E. Edwards to the extent of 14/72 parts and that these parts are all undivided in kind. State whether or not the land is owned in the way stated in the bill.

A. 17 According to the best of my belief the bill correctly states how the land is held at this time.

Q. 18 State whether or not the woodland that you have described can be divided among the parties interested therein and owning the same as set forth in Paragraph 7 of the bill according to their respective interest therein without loss or injury to these parties

A. 18 The land can not be divided in kind among the parties according to their respective interests. The tract is too small for such a division as one can plainly see. A small part of this land touches the road from Bryantown to Bennett's Point and the land can not be divided so as to give each party a small frontage on this road so some would have land bordering on the road and some would have land back from the road.

Q. 19. State the name of your wife, if married.

A. 19 My wife is Bessie L. Wrightson.

Q. 20. State whether or not May Eley is married.

A. 20 May Eley is a widow.

Q. 21 State if Henry Albert Elliott is married or not.

A. 21 When the bill of complaint was filed in this case he was a single man, but I understand that since then he married Sallie J. Foster and her name is now Sallie J. Elliott.

Q. 22 State whether or not Nadal E. Edwards is married and if so, please give me the name of her husband and tell me where she and her husband live.

A. 22 Nadal E. Edwards is married to Walter A. Edwards. Both are defendants of this bill. They do not live in the State of Maryland but reside in Norfolk in the State of Virginia.

Examiner's Special.

Answer: I do not except that I desire to say something about the value of the woodland, which in my judgment is worth $500.00.

JEREMIAH K. WRIGHTSON

Ethel Ann Wrightson, a witness of lawful age, produced on the part of the plaintiffs, having been duly sworn did depose and say:

Q. 1 Please tell me your name and your place of residence.

A. 1 My name is Ethel Ann Wrightson and I reside in Queen Anne's County with my father and mother.

Q. 2 State if you know the parties to this suit and if yea, state which of them you know and how long you have known them.

A. 2 Jeremiah K. Wrightson and Bessie L. Wrightson are my father and Mother. May Eley is my aunt and I have known her as far back as I can remember. Henry Albert Elliott is my uncle by marriage and I have known him many years. Nadal E. Edwards is his daughter and I have known her since she was a little girl. Walter A. Edwards I have known some time.

Q. 3. Were you or not acquainted with William D. Wrightson who died in Queen Anne's County in 1903.

A. 3. I do not know if I remember him or not. He was my grandfather.

Q. 4 State if you know whom William D. Wrightson, your grandfather, left surviving him as his heirs at law.

A. 4 He left four children: Jeremiah K. Wrightson, my father; May Eley, Kate Graham and Annie L. Elliott, who were the daughters of my grandfather.

Q. 5 Do you or not know if Kate Graham is now living or dead and if dead, can you tell when she died, and state if you know whether or not she left a will.

A. 5 My aunt Kate Graham died in Queen Anne's County in the year 1918 and I have never heard of any will that she left.

Q. 6 State whom she left surviving her as her heirs at law.

A. 6 She left no issue living when she died. She left a husband Edward K. Graham and her heirs were Jeremiah K. Wrightson, my father, May Eley, her sister, and Annie L. Elliott, her sister.

Q. 7. State whether or not Annie L. Elliott is living or dead and if dead, state when and where she died and state if you can whether she left a will or not.

A. 7 Annie L. Elliott, my aunt, died in Queen Anne's County sometime in the month of July, 1934, and she died without a will.

Q. 8 State if you know whom Annie L. Elliott left surviving her as her heirs at law.

A. 8 She left Henry Albert Elliot her husband, who I have already mentioned, and she left one child only as her heir at law, Nadal E. Edwards. I have already mentioned her as a party to the suit.

Q. 9 State whether or not your aunt May Eley is married.

Q. 9 She is not married and is a widow.

Q. 10 Is or is not Henry Albert Elliott married?

A. 10 He was not married in September, 1935, when these proceedings were started but since then he married a woman by the name of Sallie J. Foster, who is now Sallie J. Elliott.

Q. 11 State if Nadal E. Edwards has a husband if so, where she and her husband live.

A. 11 Nadal E. Edwards has a husband named Walter A. Edwards. I know him. They are not residents of the State of Maryland for some time have been residing in Norfolk, State of Virginia.

Q. 12 State if you can what woodland is owned by your father, May Eley, Henry Albert Elliott and Nadal E. Edwards.

Q. 12 I know that they own a tract of woodland in the Fifth Election District of Queen Anne's County containing about 12 acres of land. It adjoins my father's tract of woodland. I know that they own it jointly but I do not know in what proportions they do own it.

Examiner's Special Interrogatory.

Answer. No.

ETHEL ANN WRIGHTSON

A this point the taking of testimony was postponed to Saturday morning, May 23rd., 1936, at which time your Examiner proceeded to take the following testimony, to wit:

W. Lloyd Ford, a witness of lawful age, was the next witness produced on the part of the plaintiffs and having been first duly sworn did depose and saw in answer to the questions of Madison Brown:

Q. 1 Please give me your name, age and place of residence.

A. 1 My name is W.LLoyd Ford. I am 77 years of age. I am a Justice of the Peace and reside at Centreville, Queen Anne's County, Maryland.

Q. 2 The plaintiffs to this suit are Jeremiah K. Wrightson and Bessie L. Wrightson, his wife. State if you know either of them and if so, how long.

A. 2 I know both of them, they are husband and wife and I have known them both for 35 years at least.

Q. 3 The defendants to this suit are May Eley, Henry Albert Elliott, Nadal E. Edwards and Walter A. Edwards, her husband. State if you know them or any of them and if so, for how long.

A. 3 I knew May Eley when she was a girl. I have known Henry Albert Elliott for 20 years. I do not know Nadal E. Edwards but I know that she is the daughter of Henry Albert Elliott. I do not know Walter A. Edwards but I understand that he is the husband of Nadal E. Edwards.

Q. 4 State whether or not you knew one William D. Wrightson, now dead. State if you can when he died and if he left a last will and testament.

A. 4 I knew William D. Wrightson many years. He died in 1903 and I never heard of any will left by him.

Q. 5 Do you or not know if William D. Wrightson at the time of his death was seized and possessed of any woodland? If so, describe the same briefly in your answer.

A. 5 I know that William D. Wrightson when he died owned a tract of woodland in the Fifth Election District of Queen Anne's County which stretched from the public road from Bryantown to Bennett's Point to Greenwood Creek. He bought it from William B. Tilghman and it contains 12 acres of land, more or less. I know this land and have been on it many times. I lived most of my life in the Fifth Election District and have been on this land.

Q. 6. What value in your opinion has this tract of woodland?

A. 6 I should say it is worth $500.00.

Q. 7 Do you or not know whom William D. Wrightson left surviving him at the time of his death as his only heirs at law?

A. 7 I knew his family well having lived in the neighborhood where he lived. He left four children as his heirs at law - Jeremiah K. Wrightson, a son, May Eley, a daughter, Kate Graham, a daughter, and Annie L. Elliott, a daughter.

Q. 8 Which of these children of William D. Wrightson are now living?

A. 8 Jeremiah K. Wrightson is living. I have not seen May Eley for some time but she was living when I last heard of her. Kate Graham is dead and Annie L. Elliott is dead.

Q. 9 Do you or not know whom Kate Graham left as her heirs at law?

A. 9 She left no will that I ever heard of and she left no issue living. She left as her heirs at law Edward K. Graham, her husband, Jeremiah K. Wrightson, her brother, May Eley, her sister and Annie L. Elliott, her sister.

Q. 10 State if you can when Annie L. Elliott died and if you can state whether or not she left a will. If she left no will state whom she left surviving her as her heirs at law.

A. 10 Annie L. Elliott died in the month of July, 1934. She left no will. She left surviving her a husband, Henry Albert Elliott, and a daughter, whom I don't know but I understand her name to be Nadal E. Edwards.

Q. 11 Paragraph 7 of the bill of complaint states that this tract of woodland is owned jointly by Jeremiah K. Wrightson, May Eley, Henry Albert Elliott and Nadal E. Edwards and that the share of Jeremiah K. Wrightson is 21/72 undivided parts, that the share of May Eley is 30/72 undivided parts, that the share of Henry Albert Elliott is 7/72 undivided parts and that the share of Nadal E. Edwards is 14/72 undivided parts. Then with this assumption state whether or not this tract of land, which you have mentioned can be divided among the parties interested therein and owning the same, as set fort according to Paragraph 7 of the bill, in accordance to their respective interests therein without loss or injury to them.

A. 11 The division according to the rights would be impossible. Some would have such a small part that it would be of practically no value. One perhaps would get land along the road and all the other parts would not be on the road and the owners would have to travel over the others parts to get to the road. This land is filled with imber and in some parts of it the timber is big and in some parts small. It is very plain upon though that it can not be divided as you stated.

Examiner's Special.

Answer:

I do not.

W. LLOYD FORD

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 chargable in said cause:

H. B. W. Mitchell, Examiner, - - - - - - - - - - - - - - - - - - -	$8.00
Frances E. Butler, Stenographer, - - - - - - - - - - - - - - - - -	3.00
Jeremiah K. Wrightson, Witness, - - - - - - - - - - - - - - - - -	.75
Ethel Ann Wrightson, Witness, - - - - - - - - - - - - - - - - - -	.75
W. Lloyd Ford, Witness, -	.75
	$13.25

H. B. W. MITCHELL
Examiner.

Filed May 23rd, 1936.

For Examiners Exhibits No. 1 and No. 2, read Exhibits No. 1 and No. 2 recorded immediately following the above Bill of Complaint.

ANSWER
Filed June 19, 1936.

JEREMIAH K. WRIGHTSON, and BESSIE L. WRIGHTSON, his wife, Plaintiffs,	)	IN THE
	)	CIRCUIT COURT FOR
vs.	)	QUEEN ANNE'S COUNTY
MAY ELEY, Henry Albert Elliott, NADEL E. EDWARDS, and WALTER A. EDWARDS? her husbnd, Defendants.	)	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE ANSWER of May Eley, one of the Defendants named in the above entitled suit, to the Bill of Complaint exhibited against her by Jeremiah K. Wrightson, et al, Plaintiffs therein, respectfully says unto your Honor:-

THAT she admits the allegations contained in the said Bill of Complaint as therein set forth, believing all of the same to be true as therein averred; and further, she consents to the relief prayed for by the Plaintiffs therein.

AND AS IN DUTY BOUND, ETC.,

LEWIS J. JIRA
Solicitor for Defendant

MAY ELY
Defendant.

DECREE OF COURT
Filed June 10, 1936.

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

Jeremiah K. Wrightson, et al, plaintiffs,	(	
vs.	)	Cause No. 3051
May Eley, et al, defendants.	(	

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

It is thereupon, on this tenth day of June in the year nineteen hundred and thirty six by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, adjudged, ordered and decreed as follows, to wit:

(1) That the real estate in the proceedings mentioned be sold for the purpose of partition between the parties.

(2) That Madison Brown, of said county, be and he is hereby appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows:

(A) He shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland to be executed by himself and with a surety or sureties thereon to be approved by this court or by said Clerk in the penal sum of One thousand dollars if the surety or sureties thereon be natural persons, and in the penal sum of five hundred dollars if the surety thereon be a corporation authorized by the laws of the State of Maryland to become sole surety on the bond of a trustee appointed by the decree of this court, to sell real estate, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any further decree or order in the premises.

(B) The trustee appointed shall then proceed to make said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper published in Queen Anne's County in said State, and such other notice as he thinks proper of the time, place, manner and terms of sale shall be as follows, to wit:
one-half of the purchase money to be paid in cash at the time of the sale and one half of the purchase money to be paid upon ratification of the sale by this court, with interest from day of sale.

(3) And as soon as may be convenient after any such sale or sales the said trustee shall return to this court a full and particular account of the same with an affidavit of the truth thereof, and of the fairness of such sale or sales, annexed.

(4) On the ratification of such sale or sales by this court, and on the payment of the whole purchase money (and not before) the said trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property and to his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause and of any and every person or persons claiming by, from or under them or any of them.

(5) The said trustee shall bring into this court the money arising from 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 cost of this suit and of such commissions to the said trustee as the court shall think proper to allow in consideration of the skill,atten-

tion and fidelity wherewith he shall appear to have discharged his trust.

(6) At the time of advertising said sale the above named trustee is directed to tive notice to the creditors of Kate Graham, late of said county, deceased, mentioned in the proceedings of said cause, to file their claims against her, with the vouchers thereof legally authenticated, with the Clerk of this Court within ninety days from the date of the first advertisement of the sale provided for above

THOS. J. KEATING

Filed June 10th, 1936.

CERTIFIED COPY OF BOND
Filed July 6, 1936.

Queen Anne's County, to wit: Be it remembered that on the 6th day of July, in the year 1936, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County in the State of Maryland, as principal, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with due authority of law 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 five hundred dollars to be paid to the State of Maryland or its certain attorney, to which payment well and truly be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this sixth day of July in the year nineteen hundred and thirty six.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date the tenth day of June, 1936, and passed in the cause in said court wherein Jeremiah K. Wrightson and others are complainants and May Eley and others are defendants, said cause being Number 3051 of the Chancery Docket of said Court, the above bound Madison Brown has been appointed trustee to make sale of certain real estate in the proceedings in said cause mentioned.

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

MADISON BROWN (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK,

by MADISON BROWN
Its Attorney in Fact.

Signed, sealed and delivered
in the presence of

FRANCES BUTLER

Corp.
Seal's
Place.

And on the foot of the aforegoing Bond was thus endorsed to wit:
Security approved and Bond filed.
July 6th, 1936. Wm. H. Carter, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folio 6, etc., a Bond Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this sixth day of July, in the year nineteen hundred and thirty six.

Seal's
Place.

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed July 7, 1936.

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

Jeremiah K. Wrightson, Bessie L. Wrightson, his wife, Plaintiffs, vs. May Eley, Henry Albert Elliott, Nadel E. Edwards, Walter A. Edwards, her husband, Defendants.	:	CAUSE NO. 3051.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, the trustee appointed by the decree in the above entitled cause to make sale of certain real estate therein mentioned, respectfully sets forth:

That prior to the sale hereinafter mentioned this trustee filed with the Clerk of the Circuit Court for Queen Anne's County his bond to the State of Maryland in the penal sum of five hundred dollars with corporate surety thereon for the faithful discharged of his trust as required by said decree.

That prior to the sale hereinafter mentioned this trustee gave notice of the time, place, manner and terms of sale hereinafter mentioned by advertisement in The Centreville Observer, a weekly newspaper published in Queen Anne's County aforesaid, for more than three successive weeks before the day of sale and the trustee files herewith a copy of the said advertisement or notice of sale with the certificate attached thereto of the Centreville Observer publishing Company, the Company which publishes said paper, as to the publication in said paper of said advertisement.

That prior to the day of sale hereinafter mentioned this trustee gave notice of sale by advertisement inserted in The Queen Anne's Record, a weekly newspaper published in said county, in two insertions of said paper.

That pursuant to said notice of sale this trustee did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland on Tuesday, July 7, 1936, at 2:30 o'clock, P. M. and he did then and there proceed to sell said real estate in the following manner:

This trustee offered at public sale to the highest bidder all that tract of land known as "The Woodland bought by William D. Wrightson of William B. Tilghman" situate in Piney Neck in the Fifth Election District of Queen Anne's County on the road from Bryantown to Bennetts Point adjoining Jerry Wrightson's woodland, the Hall Farm of the late William J. Price, and situate near the head of Greenwood Creek and containing 12 acres, 3 roods and 38 perches of land, more or less, and sold the same through the medium of J. Elmer Anthony, auctioneer, unto G. Loutrell Timanus and Helen M. Timanus, his wife, their heirs and assigns, as tenants by the entireties, they being then and there the highest bidder therefor for the sum of eight hundred dollars ($800.00). The purchasers mentioned have not as yet made compliance with the terms of sale but have advised the trustee that they will in a day or two comply with said terms.

The land sold is that described in the deed from William B. Tilghman to William D. Wrightson recorded in Liber J. W. No. 7, on folio 424, a land record book of said county.

That pursuant to the above mentioned decree this trustee gave notice to all creditors of Kate Graham, late of Queen Anne's County, deceased, to file their claims against her with the vouchers thereof legally authenticated with the Clerk of the said Court within ninety days from the eleventh day of June, 1936 said date being the date of the first publication of said notice of sale. Said notice to creditors forms part of the notice of sale above mentioned (see copy of said notice filed herewith).

The amount of the sale is $800.00.

Which is respectfully submitted.

MADISON BROWN

Filed July 7th, 1936.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this seventh day of July in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, above named trustee, and he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 7, 1936.

TRUSTEE'S SALE
of splendid tract of
TIMBER LAND

By a decree of the Circuit Court for Queen Anne's County, in Equity, passed in cause of Jeremiah K. Wrightson et al., versus Nadel E. Edwards et al., (Chancery No. 3051) the undersigned as trustee named in said decree will sell at public sale to the highest bidder in front of the Court House door in town of Centreville, Queen Anne's County, Maryland, on
TUESDAY, JULY 7, 1936 at 2:30 o'clock P. M.

All that tract of land known as "The woodland bought by William D. Wrightson of William B. Tilghman" situate in Piney Neck in the Fifth Election District of said county, on the road from Bryantown to Bennett's Point, adjoining Jerry Wrightson's woodland, "Hall Farm of late William J. Price", and near the head of Greenwood Creek, and containing 12 acres, 3 roods, 38 perches of land, more or less.

For full description see deed from William B. Tilghman to William D. Wrightson recorded in Liber J. W. No. 7, folio 424, a land record book for said county.

This tract is what is called "Virgin Timber" and is splendidly set with Pine and Oak trees suitable for lumber. A splendid site for a ssw mill.

TERMS OF SALE:--One-half of the purchase money in cash at time of sale, and balance on ratification of sale by the court with interest from the day of sale, the deferred payment to be secured by the note of the purchaser with surety thereon to meet the approval of the undersigned.

MADISON BROWN, Trustee.
J. Elmer Anthony, Auctioneer.

NOTICE TO CREDITORS OF KATE GRAHAM,
Deceased

Pursuant to the above mentioned decree notice is hereby given to all creditors of Kate Graham, late of Queen Anne's County, deceased, to file their claims against her with the vouchers thereof legally authenticated with the Clerk of the Circuit Court for Queen Anne's County within ninety days from the 11th day of June, 1936.

MADISON BROWN,
Trustee named in said decree.

THE CENTREVILLE OBSERVER

Centreville, Md., July 7, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of Jeremiah K. Wrightson vs. Nadel E. Edwards, 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 June, 1936, being more than twenty days before the 7th day of July 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

Filed July 7th, 1936.

N I S I

Jeremiah K. Wrightson et al. VS. May Eley, et. al.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3051

ORDERED, This 7th day of July A. D., 1936, that the sale of the real estate made and reported in this cause by Madison Brown, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The Report states the amount of sales to be $800.00.

WILLIAM H. CARTER Clerk.

Filed July 7th, 1936.

ORDER OF COURT DIRECTING TRUSTEE
OF THIS CAUSE TO FILE ADDITIONAL BOND
Filed July 20, 1936.

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

Jeremiah K. Wrightson, et al.,	)	
vs.	(	Cause No. 3051.
May Eley, et al.	)	

ORDER OF COURT

It appears from the proceedings of this cause that the bond filed in this cause by Madison Brown as trustee pursuant to the decree of this court is in the penal sum of five hundred dollars and that the proceeds of the sale of the real estate sold by him under said decree after the filing of said bond amounts to eight hundred dollars (per his report of sales filed) and that therefore the penal sum of said bond is inadequate.

It is therefore, on this 20th day of July in the year nineteen hundred and thirty six, by the Circuit Court of Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ordered, that the said Madison Brown file with the Clerk of the Circuit Court for Queen Anne's County an additional bond to the State of Maryland conditioned for the faithful performance of the trust reposed in him by the aforesaid decree, or which may be reposed in him by any future decree or order in the premises, and to be executed by himself with a surety or sureties to be approved by this Court, or by said Clerk in the penalty of six hundred dollars, if said surety be a natural person or natural persons, and in the penalty of five hundred dollars, if the said surety be a corporation authorized by law to become the sole surety on the bonds of such trustees.

THOS. J. KEATING.

Filed July 20th, 1936.

CERTIFIED COPY OF BOND
Filed July 21, 1936.

Queen Anne's County, to wit: Be it remembered that on the 21st. day of July, in the year, 1936, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County in the State of Maryland, as principal, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with due authority in law to become the sole surety on the bond of trustees, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of five hundred dollars, lawful money of the United States of America 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.

SEALED with our seals and dated this twenty-first day of July in the year nineteen hundred and thirty six.

The Titling of the cause which will be hereinafter referred to is as follows, to wit:
"Jeremiah K. Wrightson, et al., -vs- May Eley, et al. Cause No. 3051".

WHEREAS it appears from the proceedings of the above cause that the bond filed therein pursuant to the decree of said cause by Madison Brown as trustee with the above named surety thereon as surety is in the

penal sum of five hundred dollars, and that the amount of the sale of the real estate sold by said trustee under said decree after the filing of said bond amounts to eight hundred dollars and that therefor the penal sum of said bond is inadequate.

WHEREAS because of said inadequacy the above named Court by its order passed in said cause on July 20, 1936 and on file in said cause has ordered the said Madison Brown to file with the Clerk of said Court an additional bond to the State of Maryland conditioned for the faithful performance of the trust reposed in him by the first mentioned decree or which may be reposed in him by any future decree or order in the premises to be executed by himself with corporate surety thereon in the penal sum of five hundred dollars.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Madison Brown do, and shall, well and faithfully perform the trust reposed in him by the decree heretofore passed in the above entitled cause or that may be reposed in him by any future decree or order in the premises then the above obligation will be void, otherwise to remain in full force or virtue in law.

MADISON BROWN (SEAL)

Signed, sealed and
delivered in the presence of:

FRANCES BUTLER

AMERICAN SURETY COMPANY OF NEW YORK,

by MADISON BROWN
Its Attorney in Fact.

Corp.
Seal's
Place.

And on the foot of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed July 21st, 1936.

WM. H. CARTER Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 10, etc., a Bond 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 21st. day of July, in the year nineteen hundred and thirty six.

Seal's
Place.

WILLIAM H. CARTER Clerk

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Sept. 17, 1936.

N I S I

JEREMIAH K. WRIGHTSON, et al.
vs.
MAY ELEY, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. Chancery No. 3051.

ORDERED, This 7th day of July A. D., 1936, that the sale of the real estate made and reported in this cause by Madison Brown, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The Report states the amount of sales to be $800.00.

WILLIAM H. CARTER, Clerk

True Copy Test:
WILLIAM H. CARTER, Clerk

Filed--July 7, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., September 16, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Jeremiah K. Wrightson, et al. vs. Mary Eley, 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 July, 1936, being more than four weeks before the 10th day of August 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By EVELYN CONNOLLY

ORDER OF COURT
Filed Sept. 17, 1936.

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

Jeremiah K. Wrightson, et al.,	(	
vs.	)	Cause No. 3051.
May Eley, et al.	(	

ORDER OF COURT.

ORDERED on this 17th day of September in the year nineteen hundred and thirty six by the Circuit Court for Queen Anne's County, sitting as a Court of Equity and by the authority of this Court, that the sale of the real estate made by Madison Brown, the trustee appointed by the decree heretofore passed in this cause set forth and described in the within and aforegoing Report of Sale, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed in this cause on July 7, 1936 in relation to said sale.

And it is further ordered by this Court that as Madison Brown, the regular auditor of this court, is the trustee making the sale the papers and proceedings in this cause be and the same are hereby referred to Richard T. Earle, as special auditor, with instructions to state and return to this court an account between the proceeds of the sale set forth in said report and the said Madison Brown as trustee and distributing said proceeds of sale in accordance with the proceedings.

THOS. J. KEATING

Filed Sept. 17th, 1936.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Oct. 2nd, 1936.

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

Jeremiah K. Wrightson, et al.,	)	
vs.	(	Cause No. 3051.
May Ely, et al.	)	

To the Honorable, the Judges of said Court:

I. Richard T. Earle, appointed as special auditor to state the audit of the above cause by the order of this court, unto Your Honors make this report:-

That prior to the stating of the audit I took the required oath as special auditor before the Clerk of this court.

In the within account I have charged Madison Brown, the trustee making the sale of the cause, with the gross proceeds of the sale made by him and then thereout allowed as follows, to wit: Unto the trustee, his commissions for making sale per decree of the court; the court costs of the cause as taxes by the Clerk; the costs of advertising the notices of sale so made and the several orders nisi of the cause and the order of publication against the non resident defendants; the charges of the auctioneer for selling the property; the cost of the trustee's bond which contains corporate surety; certain taxes on the land sold paid by one of the owners of the land for the benefit of all. Unto the special auditor his fee for stating the audit.

The balance remaining after these allowances I have by the within account distributed unto the parties who owned the land at the time of the decree in accordance with paragraph 7 of the Bill of Complaint which allegations are proven by the testimony of the cause.

Which is respectfully submitted.

RICHARD T. EARLE
Special Auditor.

October 2nd, 1936.

Cause No. 3051.

The proceeds of the sale of the real estate of Jeremiah K. Wrightson and others sold under the proceedings of this cause, in account with Madison Brown, who was appointed the trustee by the decree filed in this cause to sell said real estate.

CR.

1936 July 7	By amount of the gross sale of said real estate per report of sale of said trustee filed herein, to wit: the sum of	$800.00

DR.

" "	To Madison Brown, the trustee, for his commissions for making the sale per rule of court the sum of		$54.50
	To do., to be paid by him in settlement of the court costs of this suit per statement of costs made by the Clerk as follows, to wit:-		
	for costs of		
	Wm. H. Carter, clerk, ...	$38.35	
	T. H. Everett, sheriff, ...	.75	
	H. B. W. Mitchell, examiner, ...	8.00	
	Frances E. Butler, examiner's clerk . . .	3.00	
	For fees of witnesses before examiner . .	2.25	
	For appearance fees		
	of Madison Brown	10.00	
	of Louis J. Jira	10.00	
	total of	$72.35	72.35
	To do., for the cost of advertising notice of the sale made in Queen Anne's Record per account for same exhibited, to wit:		8.13
	To do., for the cost of advertising in The Centreville Observer		
	notice of the sale	$18.00	
	order nisi on sale	5.00	
	order nisi on this audit	3.50	26.50
	To do., for the cost of his bonds containing corporate surety filed in this cause, per receipted accounts for same exhibited, the sum of		20.00
	To do., for the cost of advertising in The Queenstown News the order of publication against non resident defendants, per account for same exhibited	18.00	
	To amounts carried forward	$199.48	$800.00.

Cause No. 3051.

The proceeds of the sale of the real estate of Jeremiah K. Wrightson and others sold under the proceedings of this cause, in account with Madison Brown, who was appointed the trustee by the decree filed in this cause to sell said real estate.

	DR.	CR.
By amounts brought forward	$199.48	$800.00

DR.

To Madison Brown, trustee, for the charges of J. E. Anthony, his auctioneer, for crying sale made, per account for same exhibited, the sum of	15.00	

To do., to be paid by him to Jeremiah K. Wrightson to reimburse him for state and county taxes on the land sold			
for year 1934	$2.60		
for year 1935	3.26		
per tax receipts exhibited. . .	$5.86	5.86	
To Richard T. Earle, special auditor, for stating this account, the sum of , , ...		9.00	
		$229.34	
To balance, distributed below		570.66	
		$800.00	$800.00

RICHARD T. EARLE
Special Auditor.

October 2nd, 1936.

Cause No. 3051

CR.

By amount brought forward $570.66

DR.

DISTRIBUTION

Unto Jeremiah K. Wrightson, 21/72 parts of above balance, to wit: . .	$166.44	
Unto May Ely, 20/72 parts of above balance, to wit: . .	237.78	
Unto Henry Albert Elliott, 7/72 parts of above balance, to wit: . . .	55.48	
Unto Nadal E. Edwards, 14/72 parts of above balance, to wit: . .	110.96	
	$570.66	$570.66

October 2nd, 1936.

RICHARD T. EARLE
Special Auditor.

Filed October 2nd, 1936.

NISI RATIFICATION OF AUDIT

Jeremiah K. Wrightson et al.	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
May Eley, et. al.	IN EQUITY
	CASE No. 3051.

ORDERED, This 2nd. day of October in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of October, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of October, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed 2nd. October 1936.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed October 31, 1936.

NISI RATIFICATION OF AUDIT

JEREMIAH K. WRIGHTSON, et. al.,
vs.
MAY ELEY, et. al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3051

ORDERED, This 2nd day of October in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of October, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of October, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed October 2, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., October 31, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Jeremiah K. Wrightson, et al vs. May Eley, 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 ten successive weeks the first publication thereof having been made in said newspaper on the 8th day of October, 1936, being more than two weeks before the 23rd day of October 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

ORDER OF COURT
Filed Nov. 2, 1936

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

Jeremiah K. Wrightson, et al.,	(	
vs.	)	Cause No. 3051.
May Eley, et al.	(	

ORDERED on this second day of November, 1936, by the Circuit Court for Queen Anne's County sitting as a Court of Equity, that the within and aforegoing report and account of Richard T. Earle, 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 trustee of the cause, be and he is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest arising from credit sales on the trustee's commissions and the shares of the representatives as it has been or may be received.

THOS. J. KEATING

Filed Nov. 2nd 1936.

CAUSE NO. 3069.

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

H. B. W. Mitchell, Assignee of Mortgage, vs. Alvin Bailey and Genevieve Bailey, his wife.	In the Circuit Court for Queen Anne's County, in Equity. No. 30.

William H. Carter, Clerk:

You will please docket suit as per the above titling and file certified copy of mortgage and assignments thereof.

H. B. W. MITCHELL
Attorney

Filed March 30th, 1936.

CERTIFIED COPY OF MORTGAGE
Filed Mar. 30, 1936.

::::::::::::::::::::::::::::::::::::::
#13,507. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the 13th. day of February, in the year nineteen hundred and twenty nine, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 9th day of February, in the year nineteen hundred and twenty-nine, by Alvin Bailey and Genevieve Bailey, his wife of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Alvin Bailey and Genevieve Bailey, his wife, are 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 fifteen hundred dollars ($1,500.00), for money this day loaned and advanced by said body corporate unto the said Alvin Bailey and Genevieve Bailey, which said sum of fifteen hundred dollars ($1,500.00) is to be repaid at the expiration of one year from this date and the interest thereon in the meantime is to be paid 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 fifteen hundred dollars ($1,500.00), the said Alvin Bailey and Genevieve Bailey, his wife, do hereby grant and convey unto The Queenstown Bank of Maryland, a body corporate, all of the following described real estate, to wit:

FIRST, All of that lot of land in Queenstown, in The Fifth Election District of Queen Anne's County, situate, lying and being on the left of the public road leading from the Methodist Episcopal Church to the wharf, formerly owned by The Chester River Steamboat Company, adjoining the land of Jacob S. Denny on the Southeast and the land herein secondly described on the northwest, containing one-quarter of an acre of land, more or less,

SECOND, All that lot or parcel of land adjoining the land hereinbefore described, beginning for the same at the corner of property known or formerly known as the "Kirby Property", on the road leading from the Methodist Episcopal Church to the wharf formerly owned by The Chester River Steamboat Company and running thence toward the wharf about fifty feet to the Story property, thence with the division line between the land hereby conveyed and the Story lot, and at right angles with the first line hereinbefore last mentioned about two hundred feet to the Wilson lot and thence with the Wilson lot, and at right angles with the line hereinbefore last mentioned, about fifty feet to the land herein first described, and thence with the said division line between this and the land herein first described to the place of beginning, containing one and one-half acres of land, more or less.

The two parcels and lots of land hereby mortgaged being the same and all the land that was conveyed by Edward Bailey unto the said Alvin Bailey by deed dated the eighth day of November, nineteen hundred and twenty eight, and recorded in Liber B. H. T. No. 8 folio 554, 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.

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 Alvin Bailey and Genevieve Bailey, 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, executors, administrators or assigns the aforesaid sum of fifteen hundred dollars ($1,500.00) 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 Alvin Bailey heirs and assigns shall possess said property.

AND the said Alvin Bailey and Genevieve Bailey, 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 The Queenstown Bank of Maryland, a body corporate its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said The Queenstown Bank of Maryland, a body corporate, its 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 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 Alvin Bailey or wheoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said The Queenstown Bank of Maryland, a body corporate, its executors, administrators, successors or assigns, or H. B. W. Mitchell their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Alvin Bailey and Genevieve Bailey, his wife, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS my hand and seal.

ALVIN BAILEY (SEAL)

Witness:

GENEVIEVE BAILEY (SEAL)

W. I. TUTTLE

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that on this 9th day of February, 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 Alvin Bailey and Genevieve Bailey, his wife, and did each acknowledge the within and aforegoing 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 aforegoing mortgage was true and bona fide as therein set forth.

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

WASHINGTON IRVING TUTTLE
NOTARY PUBLIC

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the second day of October, in the year 1931, the following Assignment was brought to be recorded, to wit:-

For value received, The Queenstown Bank of Maryland, a body corporate, does hereby transfer and assign the within and aforegoing mortgage without recourse or guarantee, unto William S. Cross and Mary A. Cross, his wife, as tenants by the entireties.

In testimony whereof, the said body corporate has caused these presents to be signed by its president and its corporate seal to be hereto affixed and attested by its cashier this 1st. day of October, nineteen hundred and thirty one.

THE QUEENSTOWN BANK OF MARYLAND,

by H. B. W. MITCHELL
President.

Attest;
W. I. Tuttle
Cashier

Seal's
Place.

Witness:

W. I. Tuttle

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of March, in the year nineteen hundred and thirty six, the following assignment was filed for Record, to wit:

We hereby transfer and assign the within and aforegoing mortgage unto H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness our hands and seals, this 30th day of March, nineteen hundred and thirty six.

Witness: WILLIAM S. CROSS (SEAL)

W. Madison Frampton MARY A. CROSS (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, folios 226, 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 March, in the year nineteen hundred and thirty six.

Seal's
Place

WILLIAM H. CARTER Clerk

STATEMENT OF MORTGAGE DEBT.
Filed April 23, 1936.

STATEMENTOF MORTGAGE DEBT

Alvin Bailey and Genevieve Bailey - Dr

To William S. Cross and Mary A. Cross
on mortgage dated the 9th. day of February, 1929,
To amount of principal mortgage debt - - - - - - - - - $1500.00

To interest from August 13th., 1935	
To April 25th., 1936, - - - - - - - - -	63.00
	$1563.00
To Premium on fire insurance policy	31.55
	$1594.55
To Attorney's commission for collection @ 5% -	79.73
	$1674.28

W. S. CROSS

MARY A. CROSS

Subscribed and sworn to before me, this 3 day of April, 1936.

WASHINGTON IRVING TUTTLE
NOTARY PUBLIC.

Notary
Public
Seal.

CERTIFIED COPY OF BOND
Filed April 24, 1936.

Queen Anne's County, to wit:- Be it remembered that on the 24th day of April, in the year 1936, the following Bond was filed for record to wit:

Know all men By These Presents, that we, H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars current money to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves, 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 23rd day of April, in the year nineteen hundred and thirty six.

Whereas, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Alvin Bailey and Genevieve Bailey, his wife, To The Queenstown Bank of Maryland, a body corporate, dated the 9th. day of February, 1929, and recorded in liber B. H. T. No. 9, a land record book for Queen Anne's County, folio 226, and by mesne assignments duly assigned to the said H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage.

Now the Condition of The Above Obligation is Such, that if the above bounden, the said H. B. W. Mitchell, do and shall abide by and fulfill any order or decree 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:

KATHERINE C. MORRIS

H. B. W. Mitchell (Seal)
Maryland Casualty Company
By H. B. W. Mitchell
Attorney-in-fact.

And on the back of the aforegoing Bond was thus endorsed to wit:
Security approved and Bond filed April 24th, 1936.

Wm. H. Carter, Clerk

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, folio 393, a Bond 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 24th day of April, in the year nineteen hundred and thirty six.

Seal's
Place.

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed April 27, 1936.

H. B. W. Mitchell, Assignee of Mortgage,

vs.

Alvin Bailey and Genevieve Bailey, his wife, Mortgagors.

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

No. 3069

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, Assignee for foreclosure and collection of the mortgage from Alvin Bailey and Genevieve Bailey, his wife to The Queenstown Bank of Maryland, a body corporate, dated the 9th. day of February, 1929, and recorded in liber B. H. T. No. 9, a land record book for Queen Anne's County, folio 226 &c., and by mesne assignments duly assigned to the said H. B. W. Mitchell for the purpose of foreclosure and collection, a certified copy of said mortgage and of the assignments 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, county and town 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 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 ordecree 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 Queenstown Bank of Maryland in Queenstown, Maryland, on Saturday, April 25th., 1936, at the hour of 2.00 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 taxes assessed against said property prior to nineteen hundred and thirty six and which were due and in arrear and remaining unpaid would be paid out of the proceeds of sale, the said H. B. W. Mitchell, Assignee as aforesaid, proceeded to sell by public auction the lot and/or lots or parcel of land described in said mortgage, consisting of, first, All of that lot of land, in the Fifth Election District of Queen Anne's County, situate, lying and being on the left of the public road leading from the Methodist Episcopal Church to the wharf, formerly owned by the Chester River Steamboat Company, adjoining the land of John T. Bishop on the southeast and the land hereinafter secondly described on the northwest, containing one quarter of an acre of land, more or less, Second: All that lot or parcel of land adjoining the lot of land hereinbefore above described, beginning for the same at the corner of the property known or formerly known as the "Kirby Property", on the road leading from the Methodist Episcopal Church to the wharf formerly owned by the Chester River Steamboat Company and running thence toward said wharf about fifty feet to the Story Property, thence with the division line between this landand the Story lot, and at right angles with the first line hereinbefore last mentioned about two hundred feet to the Wilson lot and thence with the Wilson lot, and at right angles with the line hereinbefore last mentioned, about fifty feet to the land hereinbefore first above mentioned, and thence with the said division line between this and the land first above mentioned to the place of beginning, containing one and one half acres of land, more or less, together with the buildings and improvements thereon, and sold the same to Clyde J. Embert and Mary L. Embert, his wife, they being then and there the highest bidders therefor, at and for the sum of two thousand dollars and the purchasers have paid five hundred dollars on account of the purchase money and I feel satisfied they will make satisfactory settlement of the balance of the purchase money upon the final ratification of the sale.

All of which is respectfully submitted.

H. B. W. MITCHELL
Assignee of Mortgage.

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

I hereby certify that on this 27th. day of April, 1936, 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 aforegoing report of sale were true as therein set forth and that the sale was fairly made.

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

Filed April 27th, 1936.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Apr. 27, 1936.

PUBLIC SALE
OF
RESIDENTIAL PROPERTY

Under and by virtue of the power of sale contained in the mortgage from Alvin Bailey and Genevieve Bailey, his wife, to The Queenstown Bank of Maryland, dated the 9th day of February, 1929, and recorded in liber B. H. T. No. 9, a land record book for Queen Anne's County, folio 226 etc., and by mesne assignments duly assigned to me for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, I, the undersigned, will sell at public auction in front of The Queenstown Bank, in Queenstown, Maryland, on SATURDAY, APRIL 25th, 1936 beginning at the hour of 2 o'clock P. M., the following real estate, to wit:-

FIRST--All of that lot of land in Queenstown, in the Fifth Election District of Queen Anne's County, situate, lying and being on the left of the public road leading from the Methodist Episcopal Church to the wharf, formerly owned by The Chester River Steambot Company, adjoining the land of John T. Bishop on the southeast and the land hereinafter secondly described on the northwest, containing one quarter of an acre of land, more or less.

SECOND-- All that lot or parcel of land hereinbefore above described, beginning for the same at the corner of property known or formerly known as the "Kirby Property", on the road leading from the Methodist Episcopal Church to the wharf formerly owned by The Chester River Steamboat Company and running thence toward said wharf about fifty feet to the S_ory Property, thence with the division line between this land and the Story lot, and at right angles with the first line hereinbefore last mentioned about _wo hundred feet to the Wilson lot and thence with the Wilson lot, and at right angles with the line hereinbefore last mentioned, about fifty feet to the land herein first above mentioned, and thence with the said division line between this and the land first above mentioned to the place of beginning, containing one and one-half acres of land, more or less.

The two above described lots of land will be sold as a whole and no separately, the same now being used and occupied as one lot of land.

The IMPROVEMENTS consist of two story frame dwelling house with hard-wood floors, bath, steam heat and out buildings and there is an artisian well on the premises.

This is considered a very desirable location for a home and an exceptional opportunity for an investment.

The improvements on this land are in good repair.

TERMS OF SALE--One third of the purchase money 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 with interest on all deferred payments from day of sale, to be secured by the notes of the purchaser with surety to be approved by the undersigned. Title papers and Internal Revenue Stamps will be at the expense of the purchaser.

H. B. W. MITCHELL
Assignee of Mortgage.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md. April 27, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Alvin Bailey and Gemevieve Baily vs. H. B. W, Mitchell a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekoy 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 2nd day of April, 1936, being more than twenty days before the 25th day of April 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Evelyn Connolly

Filed Apr. 27th, 1936.

N I S I

H. B. W. Mitchell, Assignee of Mortgage vs. Alvin Bailey and Genevieve Bailey, his wife, Mortgagors	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3069.

ORDERED, This 27th day of April A. D., 1936, 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 30th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of June next.

The Report states the amount of sales to be $2000.00.

WILLIAM H. CARTER Clerk.

Filed April 27th, 1936.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Aug. 8, 1936.

N I S I

H. B. W. MITCHELL,
Assignee of Mortgage
vs.
ALVIN BAILEY And GENEVIEVE BAILEY,
his wife, mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3069.

ORDERED, This 27th day of April A. D., 1936, 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 30th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of June next.

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

WILLIAM H. CARTER, Clerk
True Copy test:
WILLIAM H. CARTER, Clerk
Filed-April 27, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., July 8, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of H. B. W. Mitchell, Assignee of Mortgage vs. Alvin Bailey and Genevieve Bailey, his wife, mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 30th day of April, 1936, being more than four weeks before the 30th day of June 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

ORDER OF COURT
Filed Aug. 1, 1936.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this first day of August 1936, that the sale made and reported in the aforesaid cause of H. B. W. Mitchell, Assignee of Mortgage, vs. Alvin Bailey and Genevieve Bailey, his wife, Mortgagors, being cause No. 3069 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 Aug. 1st, 1936.

PETITION TO APPLY SURPLUS PROCEEDS OF SALE
TO CLAIMS OF LIEN CREDITORS AND ORDER OF COURT
THEREON.
Filed Aug. 4, 1936.

H. B. W. Mitchell, Assignee of Mortgage, vs. Alvin Bailey and Genevieve Bailey, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. No. 3069.

To the Honorable, the Judges of said Court:

The petition of The Queenstown Bank of Maryland, a body corporate, by its attorney, H. B. W. Mitchell, to your Honors respectfully sets forth:

1. That heretofore, on the 25th. day of April, 1936, in execution of the power of sale contained in the mortgage from Alvin Bailey and Genevieve Bailey, his wife, to The Queenstown Bank of Maryland, a a body corporate, bearing date the 9th. day of February, 1929, and assigned by said body corporate unto William S. Cross and Mary A. Cross, his wife, and by said William S. Cross and Mary A. Cross, his wife, assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection, the real estate of said Alvin Bailey described in said mortgage was sold at public auction by said H. B. W. Mitchell, Assignee of said mortgage; that said real estate sold for more than enough to pay the debt and interest secured by the said mortgage under which it was sold, together with the costs and expenses of said sale.

2. That your petitioner, The Queenstown Bank of Maryland, a body corporate, obtained a judgment by confession against said Alvin Bailey and Genevieve Bailey, his wife, on April 16th., 1936, in the amount of $151.38, with interest from that date, and $7.85 costs of suit, and $15.14 commissions, and said body corporate is now the owner of said judgment, no part of which has been paid, which said judgment constitutes a lien on said real estate next in order and priority to the lien of the mortgage under which said real estate was sold.

Your petitioner, therefore, prays (a) that the surplus proceeds of the sale of the aforesaid real estate, after the payment of the debt and interest secured by the aforesaid mortgage, taxes in arrear and property chargable against the funds arising from the sale of said real estate and the expenses of the collection of said mortgages and of the sale of said real estate, and the premium or premiums on fire insurance policies or policy on said property, and all costs of the proceedings of said sale of said property, may be applied, so far as may be necessary, to the payment of your petitioner's Judgment, interest and costs.

(b) That an order may be passed by this Honorable Court giving notice to the lien creditors of Alvin Bailey and Genevieve Bailey, his wife, and to all persons claiming an interest in the equity of redemption in said mortgaged premises 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 its case may require.

Filed Aug. 4th, 1936.

H. B. W. MITCHELL
Solicitor for petitioner.

ORDER OF COURT
Filed Aug. 5, 1936.

H. B. W. Mitchell, Assignee of Mortgage, vs. Alvin Bailey and Genevieve Bailey, his wife, Mortgagors	In the Circuit Court for Queen Anne's County, in Equity. No. 3069.

ORDERED, this 4th day of August, 1936, by the Circuit Court for Queen Anne's County, in Equity, on the aforegoing petition, 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 Alvin Bailey and Genevieve Bailey and to all persons claiming an interest in the equity of redemption in the aforesaid mortgaged premises who may be interest 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 re-

port the same to this Court, and the Auditor is authorized to take any testimony necessary to establish any claim against the said surplus proceeds of sale.

THOS. J. KEATING

Filed Aug. 5th, 1936.

CERTIFIED COPY OF JUDGMENT
Filed Aug. 5th, 1936.

(SHORT COPY OF JUDGMENT)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND.

January TERM, 1936

H.B.W.M. The Queenstown Bank of Md., a body corporate, Costs $7.85 versus John H. Scott Ella Scott Alvin Bailey Genevieve Bailey	Filed April 16th, 1936. Order to docket suit, Narr & Note, with power to enter judgment against Defendant: Apr. 16-1936 Judgment entered by confession by Defendant in favor of the plaintiff for the sum of One Hundred & Fifty one dollars thirty eight cents ($151.38) with interest and costs of suit and commissions of $15.14, with all exemptions waived.

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

I hereby certify that the above is a true Short Copy of the Original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said cause and that there is no entry or proceeding in the said Court to show that the 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 4th day of August in the year of our Lord, one thousand nine hundred and 36.

Seal's
Place.

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

Filed Aug. 5th, 1936.

Statement of amount due on judgment of The Queenstown Bank of Maryland vs. John H. Scott, Ella Scott, Alvin Bailey and Genevieve Bailey:

Amount of Judgment rendered April 16, 1936,	$151.38
Interest from April 16, 1936, to October 8, 1936, 5 mos. 23 days, -	4.36
	$155.74
Credit	12.88
	$142.86
Attorney's Commissions - - -	15.14
	$158.00
Costs of suit	7.85
	$165.85

Filed Aug. 5th, 1936.

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

I hereby certify that on this 5th day of October in the year 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Norman R. Hitch, president of The Queenstown Bank of Maryland, a body corporate, and made oath that the judgment as per the attached certified copy is due and owing and that no part or parcel of the same has been paid, except $12.88.

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

WASHINGTON IRVING TUTTLE
NOTARY PUBLIC.

Filed Aug. 5th, 1936.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS.
Filed October 7, 1936.

NOTICE TO CREDITORS

H. B. W. MITCHELL,
Assignee of Mortgage

vs.

ALVIN BAILEY and
GENEVIEVE BAILEY, his wife,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. No. 3069.

Pursuant to the order of the Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid cause on the 4th day of August, 1936, notice is hereby given to all the lien creditors of Alvin Bailey and Genevieve Bailey, to all other persons having an interest in the equity of redemption in the mortgaged property sold in the aforesaid cause and to all 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 sixth day of August, 1936, as the funds will be distributed after said date.

MADISON BROWN,
Auditor.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

October 2d. 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Notice to Creditors in the case of H. B. W. Mitchell, Assignee of Mortgage vs. Alvin Bailey and Genevieve Bailey, 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 4 successive weeks, the first publication thereof having been made in said newspaper on the 6th day of August 1936, being more than twenty days before the 27th day of August, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.

Insertion dates: Aug. 6-13-20-27

By MARY M. PARKS

REPORT AND ACCOUNT OF THE AUDITOR
Filed October 28, 1936.

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

H. B. W. Mitchell, Assignee of Mortgage, vs. Alvin Bailey and Genevieve Bailey, his wife, Mortgagors.	( ) ( ) ( ) ( )	Cause No. 3069.

To the Honorable, the Judges of said Court:

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

That these proceedings were instituted and conducted for the collection of a mortgage debt by the sale of the mortgaged property under the power of sale contained in the mortgage given by Alvin Bailey on certain land described in the mortgage, and the proceeds of the sale are more than sufficient to pay the mortgage and costs of sale in full.

That The Queenstown Bank of Maryland, because the proceeds of the sale were more than sufficient to pay the debt and costs on August 4, 1936 filed a petition in this cause to have the surplus mortgage sale applied to a judgment held by it against Alvin Bailey and this Court on the same day passed an order directing this auditor to give notice by advertisement in some newspaper published in Queen Anne's County once in each of three successive weeks to all lien creditors of Alvin Bailey to file their claims in this cause within sixty days from August 6, 1936. Your auditor gave such notice by causing the same to be advertised in Queen Anne's Record, a weekly newspaper published in this county, and a copy of this notice containing the certificate issued by the publishers of the paper as to the publication of said notice has been filed in this cause.

That your auditor has stated the within account by first charging H. B. W. Mitchell, the party maing the sale, with the gross proceeds of the sale so made by him and has then thereout allowed to said party his commissions for making the sale under the terms of the mortgage, the court costs of the cause, the charge of the auctioneer for selling the property, the cost of advertising the notice of sale and the several orders nisi of the cause, the cost of his bond, state and county and town taxes on the property sold in arrears at the time of the sale, the cost of advertising the notice to creditors mentioned, the fee of the auditor; and then he allowed H. B. W. Mitchell, assignee of the mortgage, the mortgage debt due on the day of the sale, the commissions of collection thereon due Mr. Mitchell as attorney and the costs of fire insurance obtained by the holder of the mortgage.

There was left of the proceeds of sale after these allowances a balance of $42.68 which by the within account is distributed unto the Queenstown Bank of Maryland in part payment of its judgment claim against Alvin Bailey filed in this cause. This claim is the only claim which has been filed under the notice to creditors above mentioned according to the docket of claims in the office of the Clerk of this Court.

Which is respectfully submitted.

MADISON BROWN
Auditor.

October 28, 1936

Cause No. 3069.

The proceeds of the sale of the mortgaged real estate of Alvin Bailey, the person making the mortgage mentioned in this cause, in account with H. B. W. Mitchell, assignee of said mortgage and the party making the sale of this cause under said mortgage.

CR.

1936 April 25.	By amount of the gross sale of said mortgaged real estate, per report of sale filed, to wit:	$2,000.00

DR.

1936 April 25	To H. B. W. Mitchell, the party making the sale, for his commissions for so doing, per terms of said mortgage, the sum of	$122.50	
	To do., for the payment of the court costs of this cause per bill of costs of the Clerk of the Court: Cost of W.H.Carter, clerk,. . . . . $20.50 Appear. fee of H. B. W. Mitchell . 10.00	30.50	
	To do., for amount paid J. E. Anthony, auctioneer, for crying the sale made, per his receipt for same exhibited, to wit:	10.00	
	To do., for costs of advertising notice of sale and the order nisi on sale in Centreville Observer per account for same exhibited, the sum of	30.88	
	To do., for the cost of his bond containing corporate surety thereon filed in this cause, per receipted account for same exhibited, the sum of	10.00	
	To do., for amount of state and county taxes paid on property sold for year 1935, per receipted account for same exhibited, the sum of	38.28	
	To do., to pay to Twon Commissioners of Queenstown taxes for year 1935, and interest thereon, which were in arrear at the time of sale of this cause, per itemized tax statement exhibited, the sum of	24.96	
	To do., for the costs of advertising the order nisi to be passed on this audit, the sum of	3.50	
	To amounts carried forward	$270.62	$2,000.00

Filed Oct. 28th, 1936.

Cause No. 3069.

The proceeds of the sale of the mortgaged real estate of Alvin Bailey, the person making the mortgage mentioned in this cause, in account with H. B. W. Mitchell, assignee of said mortgage and the party making the sale of this cause under said mortgage.

	DR.	CR.
By amounts brought forward	$270.62	$2,000.00

1936
April
25

DR.

To H. B. W. Mitchell, the party making the sale, to pay the costs of advertising the notice given by the Auditor to creditors of the mortgagors to file their claims against surplus mortgage sale in accordance with the order of court passed in the cause, per account for same exhibited, the sum of 5.00

To Madison Brown, auditor, for stating this account, the sum of , , , ...9.00

To H. B. W. Mitchell, assignee of the mortgage of this cause, in full payment of mortgage debt secure by said mortgage

	$1,500.00
Interest due thereon on day of sale	63.00
	$1,563.00
5% attorney's commissions thereon	78.15
	$1,641.15
costs of fire insurance due under mortgage	31.55
	$1,672.70
Total allowance for mortgage debt. . . .	.1,672.70
	$1,957.32

To Queenstown Bank of Maryland, judgment creditor of mortgagors (see claim filed in part) for its claim thereunder, this balance 42.68

	$2,000.00	$2,000.00

October 28, 1936.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee of Mortgage,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
Alvin Bailey and Genevieve Bailey, his wife.	CASE No. 3069

ORDERED, This 28th. day of October in the year nineteen hundred and thirty-six, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of November, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of November, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed October 38th, 1936.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Nov. 19, 1936.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell
Assignee of Mortgage,

vs.

Alvin Bailey and Genevieve Bailey,
his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3069

ORDERED, This 28th day of October in the year nineteen hundred and thirty six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of November, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of November, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.
True Copy Test:
WILLIAM H. CARTER, Clerk.
Filed-October 28, 1936.

November 19, 1936.

THE QUEEN ANNE'S RECORD & OBSERVER PUBLISHING COMPANY hereby certifies that Nisi Ratification of Audit in the matter of H. B. W. Mitchell, Assignee of Mortgage, vs. Alvin Bailey and Genevieve Bailey, his wife, 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 in each of two successive weeks before the 14th day of November, 1936.

QUEEN ANNE'S RECORD & OBSERVER PUBLISHING CO.

By MARY M. PARKS

ORDER OF COURT
Filed Dec.4, 1936.

ORDERED, this third day of December, in the year nineteen hundred and thirty six, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing report and account of the Auditor be, and the same are, hereby finally ratified, and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order of ratification nisi. The Assignee of the mortgage is directed to apply the proceeds accordingly, with a due proportion of interest to the mortgage debt and commissions as the same has been or may be received.

THOS. J. KEATING

Filed Dec. 4th, 1936.

Cause No. 3070.

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

WILLIAM R. HORNEY, Assignee of Mortgage, vs. WILLIAM JOSEPH PINDER, 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 William Jospeh Pinder, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 4th day of September, 1920, and recorded in Liber J. F. R. No. 5, folios 241, etc., a land record book for Queen Anne's County, Maryland, and of the assignment thereof from said body corporate, The Sudlersville Bank of Maryland, to William R. Horney, bearing date the 23rd day of March, 1936, and recorded at the foot of said mortgage.

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.

HARPER & HORNEY
Solicitors for Assignee.

CERTIFIED COPY OF MORTGAGE
Filed April 1, 1936.

#7995. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of September, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this Fourth day of September in the year nineteen hundred and twenty, by William Joseph Pinder (single man) of Queen Anne's County, in the State of Maryland.

WHEREAS, the said William Joseph Pinder is indebted unto the body corporate, The Sudlersville Bank of Maryland, in the full and just sum of fifteen hundred dollars ($1500.00) for money this day loaned and advanced by said body corporate unto said Pinder, for which said sum of fifteen hundred dollars the said William J. Pinder has drawn and passed unto said body corporate his promissory note bearing even date herewith and payable to the said body corporate at its banking house in the town of Sudlersville, Queen Anne's County, Maryland, six months after date. AND WHEREAS, as security for said sum of fifteen hundred dollars loaned and advanced by said body corporate unto said Pinder as aforesaid and all interest to accrue thereon as represented by said promissory note and any and every renewal of said note, whether the said renewal be as a whole or in part of the said original note or any renewal or part renewal thereof, this mortgage is executed, the acceptance of any renewal of said note either for the whole or any part of said amount being at the option of said body corporate.

NOW, THEREFORE THIS MORTGAGE, WITNESSETH: That for and in consideration of the premises and the sum of one dollar, the receipt thereof being hereby acknowledged, the said William Joseph Pinder does hereby grant and convey unto the said body corporate, The Sudlersville Bank of Maryland, its successors and assigns, all that tract, part of a tract or parcel of land situate, lying and being in The Seventh Election District of Queen Anne's County, State of Maryland, and being a part of the tract or farm originally known as the "Moss Farm" or by whatsoever name or names the same may be

called or known, adjoining the lands of Eugene H. Foster, Sarah E. Pierce, Emory Chase and others, and containing about one hundred and twenty five acres of land, more or less. Said tract of land being a part of the real estate of which Martha L. Sudler nee Goodhand, who departed this life intestate about the year eighteen hundred and seventy five, died seised and possessed, and being the same and all the land as that described in the deed from John W. E. Sudler, Mary M. Beatty, Louis L. Beatty, Arthur E. Sudler and Palmelia Sudler to said William Joseph Pinder, dated the fourth day of December, in the year nineteen hundred and one, and recorded in liber J. E. G. No. 2 fol. 478, 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.

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 Joseph Pinder, 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 fifteen hundred dollars when and as the same shall become due as represented by the aforesaid promissory note or any renewal or renewals of the said note, whether said renewal or renewals of said note be in and for the whole or in part or in more than one note, 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 Joseph Pinder, his heirs and assigns, shall possess said property.

AND the said William Joseph Pinder 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 the debt and interest intended to be secured by this mortgage, and to deliver, upon demand, to the mortgagee, its successors, or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, its successors, or assigns, or H. B. W. Mitchell, its and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to William Joseph Pinder 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 H. B. W. MITCHELL, its and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William Joseph Pinder for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness my hand and seal.

WILLIAM JOSEPH PINDER (SEAL)

Witness: JOHN F. STOKES

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

I hereby certify that on this 4th day of Sept. nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William Joseph Pinder and

acknowledged the within and aforegoing mortgage to be his act and deed, and at the same time also personally appeared before me William Otho Thomas, the President and agent of the said body corporate, The Sudlersville Bank of Maryland, the within named mortgagee, and made oath that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth and also at the same time made oath that he was the President and agent of the said body corporate, The Sudlersville Bank of Maryland, and duly authorized to make these affidavits.

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

JOHN F. STOKES
NOTARY PUBLIC.

Notary
Public
Seal.

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

For value received, The Sudlersville Bank of Maryland, a body corporate, does hereby transfer andassign the within and aforegoing mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness the hand of said body corpoate by Dudley G. Roe Its President, attested by and its seal hereunto affixed by John F. Stokes, its Cashier, this 23rd day of March, 1936.

THE SUDLERSVILLE BANK OF MARYLAND

ATTEST:
John F. Stokes
Cashier

By Dudley G. Roe
President.

Corporate
Seal's
Place.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 5, folios 241, 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 April, in the year nineteen hundred and thirty six.

Seal's
Place.

WILLIAM H. CARTER Clerk

BOND
Filed April 23, 1936.

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors 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 22nd day of April, 1936:

WHEREAS, a certain mortgage from William Joseph Pinder to The Sudlersville Bank of Maryland, a body corporate, bearing date the 4th day of September, 1920, and recorded in Liber J. F. R. No. 5, folios 241, etc., a land record book for Queen Anne's County aforesaid, was by the said body corporate,

The Sudlersville Bank of Maryland, duly assigned to the said William R. Horney, by assignment bearing date the 23rd day of March, 1936, 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 real estate 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

WILLIAM R. HORNEY (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY,

by WILLIAM R. HORNEY
Its Attorney-in-Fact.

Corp.
Seal's
Place.

ATTEST:

HILDA T. SEWARD

And at the foot of the aforegoing bond is thus endorsed, to wit:

Security approved and Bond filed April 23rd, 1936.

Wm. H. Carter, Clerk.

REPORT OF SALE
Filed May 4, 1936.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. WILLIAM JOSEPH PINDER, Mortgagor.	In the Circuit Court for Queen Anne's County in Equity. Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of Mortgage from William Joseph Pinder To The Sudlersville Bank of Maryland, a body corporate, bearing date the 4th day of September, 1930, and recorded in Liber J. F. R. No. 5, folios 241, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was assigned by the said body corporate, The Sudlersville Bank of Maryland, to the said William R. Horney, for the purpose of collection by foreclosure or otherwise, by assignment bearing date the 23rd day of March, 1936, and recorded among said land records at the foot of said mortgage.

2. 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.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in The Centreville observer, a newspaper printed in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee did, pursuant to said notice, attend in front of the banking house of The Sudlersville Bank of Maryland, in the town of Sudlersville, Queen Anne's County, Maryland, on Saturday, the 2nd day, 1936, beginning at the hour of 2 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceed to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

ALL that tract, part of a tract or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and being a part of the tract or farm originally known as the "Moss Farm" or by whatsoever name or names the same may be called or known, adjoining the lands of Eugene H. Foster, Sarah E. Pierce, Emory Chase and others, and containing about 125 acres of land, more or less;

And said Assignee sold the above described property to The Sudlersville Bank of Maryland, a body corporate, for the sum of One Thousand Dollars ($1,000.00), it being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised) as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court, subject to the occupancy of Bertha Pinder for the remainder of the current year.

(b) That the purchaser would be entitled to receive the landlord's share of all crops, if any, grown on said farm during the current year.

(c) That all taxes of whatsoever kind and nature now due and in arrear, if any, would be payable by the Assignee; and that all taxes for the year 1936 would be payable by the purchaser.

(d) That the premium for fire insurance on the buildings would be adjusted as of the day of sale; and that, the barn and other outbuildings having been destroyed by fire since the advertisement of said sale, the proceeds from the fire insurance policy would be collected and deducted from the mortgage debt.

(e) And that the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser would be payable by the purchaser.

4. That the said purchaser has not yet complied with the terms of sale but has agreed to do so by paying, upon demand, into the hands of said Assignee all costs and expenses incident to the foreclosure proceeding, including all taxes due and in arrear, if any, it being the real owner of the aforesaid mortgage.

Respectfully submitted,

WILLIAM R. HORNEY
Assignee of mortgage.

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

I HEREBY CERTIFY that on this 4th day of May, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER
Clerk.

Filed May 4th, 1936.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENTOF SALE
Filed May 4, 1936.

ASSIGNEE'S SALE OF A
VALUABLE

F A R M

Default having occurred in the mortgage from William Joseph Pinder to The Sudlersville Bank of Maryland, a body corporate, dated September 4th, 1920, and recorded in Liber J. F. R. No. 5, folios 241, etc., a land record book for Queen Anne's County, Maryland, which said mortgage has been duly assigned to 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 banking house of The Sudlersville Bank of Maryland, in the town of Sudlersville, Queen Anne's County, Maryland on SATURDAY, MAY 2nd, 1936 beginning at the hour of 2:00 o'clock, P. M., the property conveyed by said mortgage, to wit:

ALL that tract, part of a tract, or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and being a part of the tract or farm originally known as the "Moss Farm" or by whatsoever name or names the same may be called or known, adjoining the lands of Eugene H. Foster, Sarah E. Pierce, Emory Chase and others, and containing 125 acres of land, more or less.

The improvements consist of a one-story frame dwelling, a barn and other outbuildings.

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 day of sale, or all cash, at option of purchaser, all credit payments, if any, to bear interest by notes or otherwise to the satisfaction of the undersigned. Furhter particulars on day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage.

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

THE CENTREVILLE OBSERVER

Centreville, Md., May 4th, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney vs. William Joseph Pinder 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 2nd day of April, 1936, being more than twenty days before the 2nd day of May, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

Filed May 4th, 1936.

N I S I

William R. Horney Assignee of Mortgage vs. William Joseph Pinder Mortgagor.	)	IN THE CIRCUIT COURT FOR QUEENANNE'S COUNTY IN EQUITY CHANCERY No. 3070

ORDERED, This 4th day of May A. D., 1936, that the sale of Real Estate made and reported in this cause by William R. Horney, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of June next.

The Report states the amount of sales to be $1,000.00.

WILLIAM H. CARTER Clerk.

Filed May 4th, 1936.

STATEMENT OF MORTGAGE DEBT
Filed July 7th, 1936.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. WILLIAM JOSEPH PINDER, Mortgagor.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3070.

STATEMENT OF MORTGAGE DEBT.

Statement of the mortgage debt, as of the day of sale of the real estate made and reported in the above entitled cause under the mortgage from William Joseph Pinder to The Sudlersville Bank of Maryland, a body corporate, and assigned by said body corporate unto William R. Horney, bearing date the 4th day of

September, 1920, and recorded in Liber J. F. R. No. 5, folios 241, etc., a land record book for Queen Anne's County, State of Maryland:

Amount of the principal mortgage debt as of the 2nd day of May, 1936, (the day of sale), as evidenced by the promissory note attached hereto and secured by said mortgage attached hereto, to wit: the sum of----------		$1,335.00
Amount of interest due on said promissory note from the 14th day of September, 1933, (its due date), to the said 2nd day of May, 1936, (the said day of sale), to wit: the sum of ----------		210.94
Amount of the taxes paid on the mortgaged property by the mortgagee prior to the assignment thereof for the purpose of collection by foreclosure, as follows:		
To F. Clayton Stevens, Treasurer:		
For the year 1929,-- $100.43		
For the year 1930,-- 95.38	$ 195.81	
To Anna Q. Skinner, Treasurer:		
For the year 1931--- $ 91.44		
For the year 1932, -- 80.65		
For the year 1933,--- 53.35		
For the year 1934,--- 44.60	270.04	
	$ 465.85	
Less the amount collected by the Mortgagee from David D. Taylor (the mortgagee of the mortgage on other property of the Mortgagor),----------	18.19	448.66
Total amount of the mortgage debt as above set forth,----------		$1,993.60

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

I HEREBY CERTIFY that on this 7th day of July, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the within named Assignee of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk.

Filed July 7th, 1936.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed July 10, 1936.

N I S I

WILLIAM R. HORNEY,
Assignee of Mortgage
vs.
WILLIAM JOSEPH PINDER,
Mortgagor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3070

ORDERED, This 4th day of May A. D., 1936, that the sale of Real Estate made and reported in this cause by William R. Horney, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of June next.

The Report states the amount of sales to be $1,000.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed--May 4, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md. July 10, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of William R. Horney, Ass. of Mortgage vs. William Joseph Pinder, 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 7th day of May, 1936, being more than four weeks before the 9th day of June, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 10, 1936.

ORDER OF COURT
Filed July 14, 1936.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. WILLIAM JOSEPH PINDER, Mortgagor.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3070.

FINAL ORDER OF RATIFICATION

ORDERED, this 14th day of July, 1936, 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.

THOS. J. KEATING

Filed July 14, 1936.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed August 14, 1936.

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

William R. Horney, Assignee of Mortgage, vs. William Joseph Pinder, Mortgagor.	( ) ( ) ( ) ( )	Cause No. 3070,

To the Honorable, the Judges of said Court:

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

That these proceedings were instituted by William R. Horney as the assignee of the mortgage given by William Joseph Pinder to the Sudlersville Bank of Maryland, described in this cause, and he sold the mortgaged land for the payment of the mortgage debt and it appears that the proceeds of the sale are insufficient to pay the debt due under said mortgage on the day of the sale.

In the within account which has been stated by the auditor he has charged the vendor with the gross proceeds of the sale so made by him and then has thereout allowed as follows:
Unto the vendor his commissions for making the sale per terms of the mortgage; the court costs of this cause; the cost of his bond containing corporate surety filed in this cause; the auctioneer's charges for selling the property; the cost of advertising notice of the sale and the several orders nisi of the cause; and the fee of the auditor.
Unto the plaintiff as assignee the proceeds of the sale so charged to the vendor, less the above allowances, on account of the mortgage debt.

The auditor has stated an additonal account called "Statement of Mortgage Debt" which shows a balance due said assignee as of the date of the sale, less the net proceeds of the sale distributed as above set forth.

Which is respectfully submitted.

MADISON BROWN
Auditor.

August 14, 1936.

Cause No. 3070.

The proceeds of the sale of the mortgaged real estate of William Joseph Pinder, mortgagor making the mortgage mentioned in this cause, in account with William R. Horney, assignee of said mortgage and party selling the mortgaged real estate thereunder.

1936	CR.		
May 2	By gross amount of the mortgage sale per report of sale filed, to wit:		$1,000.00
" "	DR.		
	To William R. Horney, person making said sale, for his commissions for so doing per terms of the mortgage, to wit:	$ 67.50	
	To do., for the court costs of this cause per bill of costs of the Clerk: Costs of Wm. H. Carter, clerk, $18.75; Appear. fee of Harper & Horney, 10.00; a total of $28.75	28.75	
	To do., for the costs or premium of his bond with corporate surety thereon filed herein per receipted account for same exhibited, to wit: .	10.00	
	To do., for the charges of his auctioneer, J. E. Anthony, for crying sale made, the sum of	10.00	
	To do., for costs of advertising in The Centreville Observer, per receipted account for same exhibited: Notice of the sale . . . . . $16.88; Order nisi thereon . . . . . 5.00; Order nisi on audit. . . . . 3.50; a total of $25.38	25.38	
	To Madison Brown, auditor, for stating this account, the sum of.	9.00	
		$150.63	
	To William R. Horney, assignee, on account of his mortgage debt due on day of sale, this balance, which is not sufficient to pay said debt in full, the sum of	849.37	
		$1,000.00	$1,000.00

August 14, 1936.

MADISON BROWN
Auditor.

Cause No. 3070.

The proceeds of the sale of the mortgaged real estate of William Joseph Pinder, mortgagor making the mortgage mentioned in this cause, in account with William R. Horney, assignee of said mortgage and party selling the mortgaged real estate thereunder.

STATEMENT OF THE MORTGAGE DEBT.

William Joseph Pinder, mortgagor,
to
William R. Horney, mortgagee, DR.

1936		
May 2	To amount of the mortgage debt due on this date, day of sale, under the mortgage described in this cause, per Statement of Mortgage Debt filed	$1,993.60

CR.

By amount of the net sale distributed above to mortgagee 849.37

DR.

To balance due with interest thereon from May 2, 1936 . . $1,144.23

August 14, 1936.

MADISON BROWN
Auditor.

Filed Aug. 14th, 1936.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of Mortgage	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
William Joseph Pinder Mortgagor.	IN EQUITY CASE NO. 3070.

ORDERED, This 14th day of August in the year nineteen hundred and 36 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 September, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed Aug. 14th, 1936.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Sept. 12, 1936.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY
Assignee of Mortgage
vs.
WILLIAM JOSEPH PINDER,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3070.

ORDERED, This 14th day of August in the year nineteen hundred and thirty-six that the Report and Account filed in these proceding by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of September, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed-August 14th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., September 12 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wm. R. Horney, Assn. of Mortgage vs. William Joseph Pinder 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 August, 1936, being more than two weeks before the 4th day of September 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

ORDER OF COURT
Filed Sept. 18, 1936.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. WILLIAM JOSEPH PINDER, Mortgagor.		In the Circuit Court for Queen Anne's County in Equity. Cause No. 3070.

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of September, in the year nineteen hundred and thirty six, 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 of Mortgage, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee of Mortgage.

THOS. J. KEATING

Filed Sept. 18th, 1936.

CAUSE NO. 3060.

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

MINNIE M. THOMPSON and JAMES T. THOMPSON, her husband, and WILLIAM H. JONES and LUCINDA D. JONES, his wife, Plaintiffs, vs. JAMES JONES and VIOLA J. JONES, his wife, FRANK JONES and CARRIE J. JONES, his wife, WASHINGTON JONES, divorced, LUCY ROWE, widow, ELLA DADDS, widow, MARTIN THOMAS, widower, GEORGIANNA COLLIER and JAMES A. COLLIER, her husband, JOHN THOMAS, widower, Jackson Thomas and ESSIE T. THOMAS, his wife, BELLE THOMAS and CARLIE THOMAS, her husband, and GLENN THOMAS and MAUDE THOMAS, his wife, Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That your Orators, Minnie H. Thompson and William H. Jones, are seized and possessed in fee simple of an undivided two-thirteenths part of, in and to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being at Chester Corner, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the right side of the state road leading from Stevensville to Queenstown and on the left side of the state road leading from the last mentioned state road into Crab Alley Neck, and more particularly described as follows: BEGINNING at the northwest corner of said lot or parcel of land at a stone at the intersection of said state roads, and running parallel with the said state road leading from Stevensville to Queenstown 66 feet and 8 inches to a stone; thence in a southerly direction 47 feet and 10 inches to a stone; thence in a westerly direction 54 feet and 4 inches to the said state road leading into said Crab Alley Neck; and thence in a northerly direction parallel with the said last mentioned state road 62 feet and 10 inches to the said place of beginning, containing 3347-2/3 square feet of land, more or less; being the same land which was granted and conveyed unto Martin Jones by Hiram Gardner and Frances Gardner, his wife, by deed bearing date the 23rd day of January, 1874, and recorded in Liber W. A. G. H. No. 1, folios 356, etc., a land record book for Queen Anne's County aforesaid. A certified copy of which said deed, marked "Exhibit No. 1", is filed herewith as a part hereof.

ALL that tract of land or farm, known as "Covey Hall", situate, lying and being at Chester Corner, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the right side of the state road leading from Stevensville to Queenstown and on the left side of the state road leading from the last mentioned state road into Crab Alley Neck, and more particularly described as follows: BEGINNING in the middle of the road leading by the stone house formerly occupied by the late Lurther W. Bryan, and running thence South 9½° East, 86perches with said lot; thence with said lot South 37° East, 10 perches; thence with said lot South 17° East, 16 perches; thence South 9½° East, 52.6 perches; thence South 65½° East, 40.8 perches; thence North 3½° West, 162.8 perches; thence North 75½° West, 59.4 perches to the said place of beginning, containing 46 acres and 16 perches of land, more or less, excepting therefrom, however, that part thereof, containing 7 acres, 1 rood and 36 perches of land, more or less, which was granted and conveyed unto J. E. H. Lewis by B. Palmer Keating, Trustee, by deed bearing date the 28th day of March, 1889, and recorded in Liber W. D. No. 3, folios 51, etc., a land record book for Queen Anne's County aforesaid, and that part thereof, containing 1 acre of land, more or less, which was granted and conveyed unto James E. Kirwan, et al., Trustees of Kingsley Methodist Episcopal Church, (substituted purchaser in the place and stead of Luther W. Bryan), by the

said B. Palmer Keating, Trustee, by deed bearing date the 28th day of January, 1893, and recorded in Liber L. D. No. 1, folios 292, etc., a land record book for Queen Anne's County aforesaid; being the same land which was granted and conveyed unto Martin L. Jones by B. Palmer Keating, Trustee, by deed bearing date the 16th day of June, 1887, and recorded in Liber S. C. D. No. 10, folios 172, etc., a land record book for Queen Anne's County aforesaid. A certified copy of which said last mentioned deed, marked "Exhibit No. 2" is filed herewith as a part hereof; also excepting therefrom, however, the following described lots or parcels of land which were sold by the said Martin Jones in his life time, to wit:

(a) The lot or parcel of land, containing 2 acres of land, more or less, which was granted and conveyed unto Benjamin Sanders by the said Martin L. Jones and S. Lavinia Jones, his wife, by deed bearing date the 31st day of March, 1887, and recorded in Liber S. C. D. No. 10, folios 46, etc., a land record book for Queen Anne's County aforesaid.

(b) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto Franklin Geis by the said Martin L. Jones and Lavinia Jones, his wife, by deed bearing date the 11th day of February, 1889, and recorded in Liber W. D. No. 3, folios 69, etc., a land record book for Queen Anne's County aforesaid.

(c) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto Joshua Brown by the said Martin L. Jones and Lavinia Jones, his wife, by deed bearing date the 5th day of February, 1889, and recorded in Liber W. D. No. 3, folios 111, etc., a land record book for Queen Anne's County aforesaid.

(d) The lot or parcel of land, containing 1 acre of land, more or less, which was granted and conveyed unto Joseph E. Coleman by the said Martin L. Jones and Lavinia Jones, his wife, by deed bearing date the 5th day of February, 1889, and recorded in Liber W. D. No. 3, folios 248, etc., a land record book for Queen Anne's County aforesaid.

(e) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto William H. Legg by the said Martin L. Jones and S. Lavinia Jones, his wife, by deed bearing date the 23rd day of January, 1890, and recorded in Liber W. D. No. 4, folios 53, etc., a land record book for Queen Anne's County aforesaid.

(f) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto J. Wrightson Jones by the said Martin L. Jones and Lavinia Jones, his wife, by deed bearing date the 29th day of September, 1890, and recorded in Liber W. D. No. 4, folios 572, etc., a land record book for Queen Anne's County aforesaid.

(g) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto James H. Booker by the said Martin L. Jones and Lavinia Jones, his wife, by deed bearing date the 1st day of October, 1890, and recorded in Liber W. D. No. 5, folios 380, etc., a land record book for Queen Anne's County aforesaid.

(h) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto the said James H. Booker by the said Martin L. Jones and Lavinia Jones, his wife, by deed bearing date the 23rd day of June, 1891, and recorded in Liber W. D. No. 6, folios 47, etc., a land record book for Queen Anne's County aforesaid.

(i) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto Alfred C. Jones by the said Lavinia Jones, in her capacity as administratrix of Martin L. Jones, deceased, by deed bearing date the 25th day of February, 1895, and recorded in Liber W. H. C. No. 2, folios 459, etc., a land record book for Queen Anne's County aforesaid.

(j) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto Sadie E. Jones and John W. Jones by the said S. Lavinia Jones, in her capacity as Executrix of Martin L. Jones, deceased, by deed bearing date the 3rd day of April, 1903, and recorded in Liber J. E. G. No. 5, folios 39, etc., a land record book for Queen Anne's County aforesaid.

(k) The lot or parcel of land, containing 1/2 of an acre of land, more or less, which was granted and conveyed unto George Sullivan by the said S. Lavinia Jones, in her capacity as administratrix of Martin L. Jones, deceased, by deed bearing date the 25th day of May, 1903, and recorded in Liber J. E. G. No. 5, folios 114, etc., a land record book for Queen Anne's County aforesaid.

(l) And the lot or parcel of land, the quantity of which is unknown to your Orators, which was granted and conveyed unto the State of Maryland to the use of the State Roads Commission of Maryland by the said S. Lavinia Jones by deed bearing date the 16th day of December, 1932, and recorded in Liber B. H. T. No. 15, folios 534, etc., a land record book for Queen Anne's County aforesaid.

As well as such other lots or parcels of land, if any, to your Orators unknown, which may have been sold by the said Martin L. Jones

in his life time and for which no deeds have been executed and delivered.

AND also all that lot or parcel of land situate, lying and being at or near Courseyville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the state road leading from Stevensville to Queenstown, the contents of which are unknown to your Orators, nor do your Orators know how the said Martin L. Jones acquired title thereto.

2. That the other undivided eleven-thirteenths part of, in and to said real estate are owned by the following named Defendants, that is to say: by James Jones, Frank Jones, Washington Jones, Lucy Rowe, Ella Dadds, Martin Thomas, Georgianna Collier, John Thomas, Jackson Thomas, Belle Thomas and Glenn Thomas.

3. That the said Defendants, the said James Jones, Frank Jones, Washington Jones, Lucy Rowe, Ella Dadds, Martin Thomas, Georgianna Collier, John Thomas, Jackson Thomas, Belle Thomas and Glenn Thomas, and your Orators, Minnie M. Thompson and William H. Jones, acquired title to said real estate from the said Martin L. Jones, who departed this life leaving a last will and testament, and seized and possessed thereof, sometime in the year 1892, which said last will and testament, bearing date the 23rd day of March, 1870, was duly admitted to probate by the Orphans' Court of Queen Anne's County and is now of record in the office of the Register of Wills for Queen Anne's County in Liber F. R. No. 1, folios 63, etc., a will record book for Queen Anne's County aforesaid.

4. That by the terms and provisions of said last will and testament the said real estate was devised unto the said S. Lavinia Jones, the wife of the said Martin L. Jones, for and during her life time; and from and after the death of the said S. Lavinia Jones, the said real estate was devised to the nearest relations of the said Martin L. Jones. A certified copy of which said last will and testament, marked "Exhibit No. 3" is filed herewith as a part hereof, the exact language of said provision being as follows:

> "I devise all my property both real and personal of all kinds whatsoever both in which I have a qualified and absolute interest and right unto my beloved wife, Levina Jones, provided however that if we have no heir at the time of our death, after the death of my beloved wife in case I should die before her my property then shall go to my nearest relations".

5. That the said Martin L. Jones had no heir at the time of his death other than his wife, the said S. Lavinia Jones.

6. That the said S. Lavinia Jones departed this life on the 23rd day of September, 1933.

7. That the said Martin L. Jones had thirteen nieces and nephews living at the time of the death of the said S. Lavinia Jones, namely, the said Minnie M. Thompson, William H. Jones, James Jones, Frank Jones, Washington Jones, Lucy Rowe, Ella Dadds, Martin Thomas, Georgianna Collier, John Thomas, Jackson Thomas, Belle Thomas and Glenn Thomas, whom your Orators allege and aver are the only nearest relations of the said Martin L. Jones.

8. That the said Minnie M. Thompson and William H. Jones are the only surviving children of Jackson Jones, a deceased brother of the said Martin L. Jones, although there are several surviving grandchildren some of whom are known to your Orators and some of whom are not.

9. That the said James Jones, Frank Jones, Washington Jones and Lucy Rowe (nee Jones) are the only surviving children of Samuel Jones, a deceased brother of the said Martin L. Jones, although there are several surviving grandchildren some of whom are known to your Orators and some of whom are not.

10. That the said Ella Dadds (nee Thomas), Martin Thomas, Georgianna Collier (nee Thomas), John Thomas, Jackson Thomas, Belle Thomas (nee Thomas) and Glenn Thomas are the only surviving children of Sallie Thomas (nee Jones), a deceased sister of the said Martin L. Jones, although there are several surviving grandchildren some of whom are known to your Orators and some of whom are not.

11. That the said Martin L. Jones had two other brothers, namely, Abel Jones and David Jones, both of whom are dead, and both of whom had children, all of whom are dead, although there are several surviving grandchildren of the said David Jones some of whom are known to your Orators and some of whom are not, and it is not known to your Orators whether or not the said Abel Jones has any surviving grandchildren.

12. That your Orators, Minnie M. Thompson and William H. Jones, allege and aver that they and the said James Jones, Frank Jones, Washington Jones, Lucy Rowe, Ella Dadds, Martin Thomas, Georgianna Collier, John Thomas, Jackson Thomas, Belle Thomas and Glenn Thomas, being the only nearest relations of the said Martin L. Jones living at the time of the death of said S. Lavinia Jones, are the owners in fee of said real estate the the exclusion of all other descendants of the said brothers and sister of the said Martin L. Jones.

13. That the said real estate is not susceptible of division among the parties in interest according to their respective rights therein without loss or injury to the said parties.

14. That your Orators are advised that they are entitled to have said real estate sold under a decree of this Honorable Court, and a division of the money arising from such sale or sales among the said parties in interest, according to their respective rights.

15. That the said Minnie M. Thompson and James T. Thompson, her husband, are adults and reside in Baltimore City, State of Maryland; and that the said William H. Jones and Lucinda D. Jones, his wife, are adults and reside in New Castle County, State of Delaware.

16. That the said James Jones and Viola J. Jones, his wife, are adults and reside in Queen Anne's County aforesaid; that the said Frank Jones and Carrie J. Jones, his wife, are adults and reside in Queen Anne's County aforesaid; that the said Washington Jones is an adult, a divorced man and resides in Queen Anne's County aforesaid; that the said Lucy Rowe is an adult, a widow and resides in Queen Anne's County aforesaid; that the said Ella Dadds is an adutl, a widow and resides in Queen Anne's County aforesaid; that the said Martin Thomas is an adutl, a widower and resides in Baltimore City aforesaid; that the said Georgianna Collier and James A. Collier, her husband, are adults and reside in Queen Anne's County aforesaid; that the said John Thomas is an adult, a widower and resides in Queen Anne's County aforesaid; that the said Jackson Thomas and Essie T. Thomas, his wife, are adults and reside in Baltimore City aforesaid; that the said Belle Thomas and Carlie Thomas, her husband, are adults and reside in Queen Anne's County aforesaid; and that the said Glenn Thomas is an adult and resides in Anne Arundel County, State of Maryland, and his wife, the said Maude Thomas, is an adult and resides in Queen Anne's County aforesaid.

TO THE END, THEREFORE:

(1) That the said nieces and nephews of the said Martin L. Jones may be decreed to be the owners in fee of said real estate;

(2) That this Honorable Court may decree a sale of said real estate for the purpose of partition;

(3) That the money arising from such sale or sales may be divided among the parties entitled thereo and interested therein, according to their respective rights;

(4) And that your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators the writ of subpoena against the said James Jones and Viola J. Jones, his wife, Frank Jones and Carrie J. Jones, his wife, Washington Jones, Lucy Rowe, Ella Dadds, Georgianna Collier and James A. Collier, her husband, John Thomas, Belle Thomas and Carlie Thomas, her husband, and Maude Thomas directed to the Sheriff of Queen Anne's County aforesaid; the writ of subpoena against the said Martin Thomas and Jackson Thomas and Essie T. Thomas, his wife, directed to the Sheriff of Baltimore City aforesaid; and the writ of subpoena against the said Glenn Thomas directed to the Sheriff of Anne Arundel County aforesaid, commanding them and each of them to appear in this Court in person or by solicitor at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.,

MINNIE M. THOMPSON

JAMES T. THOMPSON

WILLIAM H. JONES

LUCINDA D. JONES
Plaintiffs.

HARPER & HORNEY
Solicitors for Plaintiffs.

STATE OF MARYLAND,)
) TO WIT:
BALTIMORE CITY,)

I HEREBY CERTIFY that on this 31st day of October, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Minnie H. Thompson and James T. Thompson, her husband, and each made oath, in due form of law, that the matters and things alleged and averred in the aforegoing BILL OF COMPLAINT 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:

J. LEONARD LEWIS
Notary Public.

My commission expires May 3rd, 1937.

Notary
Public
Seal.

STATE OF DELAWARE,)
) TO WIT:
NEW CASTLE COUNTY,)

I HEREBY CERTIFY that on this Fourth day of November, 1935, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County aforesaid, duly commissioned and qualified according to law, personally appeared William H. Jones and Lucinda D. Jones, his wife, and each made oath, in due form of law, that the matters and things alleged and averred in the aforegoing BILL OF COMPLAINT are true as therein set forth, to the best of their knowledged and belief.

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

WILLIAM BLACK
Notary Public

My commission expires July 26, 1938.

Notary
Public
Seal.

Filed Nov. 5th, 1935.

EXHIBIT 1
Filed Nov. 5, 1935.

Queen Anne's County, to wit: Be it remembered that on the Twenty third day of January in the year Eighteen hundred and seventy five, the following Deed was brought to be recorded, to wit:-

This Deed made this 12" day of January in the year of our Lord one thousand eight hundred and seventy four by us Hiram Gardner and Frances Gardner his wife witnesseth that in consideration of the sum of fifty five dollars and seventy nine cents, we the said Hiram Gardner and Frances Gardner his wife do grant unto Marton Jones of Kent Island, Queen Anne's County in the State of Maryland, all that tract or parcel of land upon which the said Marton Jones now resides situate on Kent Island and more particularly described as follows, beginning at the northwest corner of said tract at a stone intersecting at a point the main road leading from Stevensville to Queenstown, down Crab Alley Neck, and running parallel with the said road leading from Stevensville to Queenstown 66 feet and 8 inches to a stone thence in a southerly direction 47 ft. and 10 inches to stone thence in a westerly direction 54 ft. and 4 inches to the main road leading down Crab Alley Neck and thence in a northerly direction parallel with the said road to place of beginning 62 ft. and 10 inches containing within the said metes and bounds 3347 2/3 square feet in fee simple, and the said Hiram Gardner and Frances Gardner, his wife, doth covenant with the said Martha Jones to warrant, to defend and protect the property so conveyed generally and severally. Witness our hands and seals.

Hiram Gardner (SEAL)

Test: John O. Phillips

Frances Gardner (SEAL)

State of Maryland Queen Anne's Co. Sct:

I hereby certify that on this 12" day of January, in the year 1875, before me the Subscriber one of the Justices of the Peace of said State in and for the County aforesaid personally appeared Hiram Gardner and Frances Gardner, his wife and did each acknowledge the aforegoing Deed to be their respective act.

JOhn O. Phillips J. P.

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

I hereby certify that the aforegoing is truly takenand copied from Liber W. A. G. H. No. 1, folios 356, 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 5th day of November, in the year nineteen hundred and thirty five.

Seal's
Place.

WILLIAM H. CARTER Clerk

EXHIBIT 2
Filed Nov. 5, 1935.

Queen Anne's County, to wit: be it remembered that on the Sixteenth day of June in the year Eighteen hundred and Eighty Seven the following Deed was brought to be recorded, to wit:

This Deed Made this sixteenth day of June in the year Eighteen hundred and Eighty Seven, by me B. Palmer Keating Trustee, witnesseth whereas by a decree of the Circuit Court for Queen Anne's County as a Court of Equity, passed on the fourth day of May Eighteen hundred and Eighty two, in the case of Thomas O. Meredith next friend &c. vs. Hiram Thomas Gardner and Walter Meredith Gardner, I, the said B. Palmer Keating was appointed Trustee to sell the land decreed to be sold and have sold the part thereof hereinafter described and conveyed to Martin L. Jones of said county who has fully paid the purchase money therefor, Now, therefore in consideration of the premises I the said B. Palmer Keating as trustee as aforesaid do hereby grant unto the said Martin L. Jones all the right and title of all the parties to the aforesaid cause in and to the following real estate to wit:

All that tract, part of a tract or parcel of land situate on Kent Island known as "Coney Hall" Beginning in the middle of the road leading by the Store House formerly occupied by the late Luther W. Bryan, and running thence south nine and one half degrees East eighty six perches with said road, thence with said road south thirty seven degrees east ten perches, thence with road south seventeen degrees east sixteen perches, thence south nine and one half degrees East fifty two and six tenths perches thence south sixty five and one half degrees East forty and eight tenths perches thence north three and one half degrees, west one hundred and sixty two and eight tenth perches thence north seventy-five and one half degrees west fifty nine and four tenth perches to the Beginning containing forty six acres and sixteen perches of land more or less, excepting however all that part thereof sold by the said Trustee to J. E. H. Lewis containing Seven acres one rood and thirty-six perches of land more or less. Excepting also all that part thereof sold by the said Trustee to Luther W. Bryan and containing one acres of land and both of which are set forth in the Trustees Report of sales.

Witness my hand and seal.

Test: B. PALMER KEATING (SEAL)

R. GOLDSBOROUGH

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

I hereby certify that on this sixteenth day of June in the year Eighteen hundred and eighty seven, before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared B. Palmer Keating and acknowledged the foregoing deed to be his act.

R. GOLDSBOROUGH J. P.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber S. C. D. No. 10, folios 172, 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 Fifth day of November, in the year nineteen hundred and thirty five.

Seal's Place.

WILLIAM H. CARTER Clerk.

EXHIBIT 3
Filed Nov. 5, 1935.

In the name of God Amen: I Martin Jones Queen Annes County State of Maryland being in perfect health of body and of sound and disposing mind memory and understanding, considering the certainty of death and the uncertainty of the time thereof and being desirous to settle my wordly affairs and thereby be the better prepared to leave this world when it shall please God to call me hence, do therefore make and publish this mya last will and testament in manner and form following that is to say-
First and principally I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my Executrix hereinafter named and after my debts and funeral expenses are paid I devise and bequeath all my property both real and personal of all kinds whatever both in which

I have a qualified and absolute interest and right unto my beloved wife Levina Jones-Provided however that if we have no heir at the time of our death, after the death of my beloved wife in case I sould die before her, my property then shall go to my nearest relations, and I do hereby constitute and appoint my dear wife Levina Jones to be sole executrix of this my last will and testament, revoking and annually all former wills by me heretofore made, ratifying and confirming this and none other to be my last will and testament

In testimony whereof I have hereunto set my hand and affixed my seal this 23rd day of March in the year of Our Lord 1870.

his
Martin X Jones (SEAL)
mark

Signed sealed published and declared by Martin Jones the above named Testator as and for his last will and testament in the presence of us who at his request and in his presence and in the presence of each other have subscribed our names as witnesses thereto.

Luther W. Bryan
William B. Goodhand
John O. Phillips

Queen Annes County, SCT: Oct 12th 1892: Then came John O. Phillips and William B. Goodhand two of the subscribing witnesses to the aforegoing last will and testament of Martin Jones deed. and did each make oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the said will, they heard him publish, pronounce and declare the same to be his last will and testament, and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind memory and understanding and that they together with Luther W. Bryan now dead, the other subscribing witness respectively subscribed their names as witnesses to said will in the presence and at the request of the said testator and in the presence of each other.

Sworn Finley Roberts Register of Wills for
Queen Anne's County.

Queen Anne's County SCT: Oct. 12th 1892: Then came James E. Kirwan custodian of the aforegoing will and made oath on the Holy Evangely of Almighty God that he does not know of any will or codicil to a will of said Martin Jones late of the county aforesaid deceased other than the foregoing instrument of writing and that said will was placed in his keeping by the Executrix therein named.

Finley Roberts Register of Wills for
Queen Anne's County.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the last Will and Testament of Martin Jones, late of Queen Anne's County, Maryland as filed and passed in this office on Oct. 12-1892 and recorded in Liber F. R. No. 1 Folio 63, 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 November, 1935.

Seal's Place. — NORMAN S. DUDLEY
Register of Wills for Queen Anne's County,
Maryland.

SUBPOENAS TO "LIE IN OFFICE"

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place

To James and Viola J. Jones, his wife

QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Winnie M. Thompson, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of November 1935.

Issued the fifth day of November 1935.

WILLIAM H. CARTER Clerk.

HARPER & HORNEY
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place.

To Frank Jones and Carrie J.
Jones, his wife

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Minnie M. Thompson against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935.
Issued the 5th day of November 1935.

WILLIAM H. CARTER Clerk

Harper and Horney
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place. WASHINGTON JONES

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Minnie M. Thompson against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935.
Issued the 5th day of November 1935.

WILLIAM H. CARTER Clerk

HARPER AND HORNEY
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place.
LUCY ROWE, widow

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Minnie M. Thompson against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935.
Issued the 5th day of November 1935.

WILLIAM H. CARTER Clerk

Harper and Horney
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place

To Martin Thomas, widower

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 December next, to answer the complaint of Minnie M. Thompson against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935
Issued the 5th day of November 1935.

WILLIAM H. CARTER Clerk

HARPER AND HORNEY
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

To Seal's
Place Ella Dadds, widow

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Minnie M. Thompson against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935
Issued the 5th day of November, 1935.

WILLIAM H. CARTER Clerk

Harper & Horney
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place.

To Georgianna Collier and
James A. Collier, her husband

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Minnie M. Thompson, et al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935
Issued the 5th day of November 1935.

WILLIAM H. CARTER Clerk

Harper & Horney
Solicitor for Complainants.

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

WILLIAM H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place. JOHN THOMAS

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 December next, to answer the complaint of Minnie M. Thompson et. al against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November, 1935.
Issued the 5th day of November 1935.

WILLIAM H. CARTER Clerk

HARPER AND HORNEY
Solicitor for Complainants

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

WM. H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place BELLE AND CARLIE THOMAS
her husband

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 December next. to answer the complaint of Minnie M. Thompson, et al against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935
Issued the 5th day of November, 1935.

WILLIAM H. CARTER Clerk

Harper and Horney
Solicitor for Complainants

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

WM. H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place

Glenn Thomas and
Maude Thomas, his wife

ANNE ARUNDLE 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 December next, to answer the complaint of Minnie M. Thompson, et al against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935
Issued the 5th day of November, 1935.

WILLIAM H. CARTER Clerk

Harper and Horney
Solicitor for Complainants

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

WM. H. CARTER Clerk

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place Jackson and Essie Thomas, his wife

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Minnie M. Thompson, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935
Issued the 5th day of November 1935.

WILLIAM H. CARTER Clerk

HARPER & HORNEY
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

ANSWER OF JAMES JONES AND
VIOLA JONES, his wife.
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL., Plaintiffs,		In the Circuit Court for Queen Anne's County in Equity.
vs.		
JAMES JONES, ET AL., Defendants.		Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of James Jones and Viola J. Jones, his wife, two of the Defendants in the above entitled cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these Defendants, James Jones and Viola J. Jones, his wife, admit the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and do hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

Mr. James Jones
Mrs. Viola Jones.

ANSWER OF FRANK JONES AND
CARRIE J. JONES, HIS WIFE.
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL., Plaintiffs,		In the Circuit Court for Queen Anne's County in Equity.
vs.		
JAMES JONES, ET AL., Defendants.		Cause No.

TO THE HONORABLE,THE JUDGES OF SAID COURT:

The Answer of Frank Jones and Carrie J. Jones, his wife, two of the Defendants in the above entitled cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these Defendants, Frank Jones and Carrie J. Jones, his wife, admit the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and do hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

FRANK JONES

CARRIE J. JONES

ANSWER OF WASHINGTON JONES
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL., Plaintiffs,		In the Circuit Court for Queen Anne's County in Equity.
vs.		
JAMES JONES, ET AL., Defendants.		Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Washington Jones, divorced, one of the Defendants in the above entitled cause, to the Bill of Complaint filed against him in said cause, to your Honors respectfully shows:

That this Defendant, Washington Jones, admits the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

WASHINGTON JONES

ANSWER OF LUCY ROWE
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL., Plaintiffs,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
JAMES JONES, ET AL., Defendants.	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Lucy Rowe, widow, one of the Defendants in the above entitled cause, to the Bill of Complaint filed against her in said cause, to your Honrs respectfully shows:

That this Defendant, Lucy Rowe, admits the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

Mrs. Lucy Roe

ANSWER OF ELLA DADDS
Filed Nov. 14, 1930.

MINNIE M. THOMPSON, ET AL., Plaintiffs,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
JAMES JONES, ET AL., Defendants.	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Ella Dadds, widow, one of the Defendants in the above entitled cause, to the Bill of Complaint filed against her in said cause, to Your Honors respectfully shows:

That this Defendant, Ella Dadds, admits the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

her
ELLA X DADDS
mark

Test: J. Y. T. Gardner

ANSWER OF MARTIN THOMAS
Filed Nov. 15, 1935.

MINNIE M. THOMPSON, ET AL.,
Plaintiffs,

vs.

JAMES JONES, ET AL.,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Martin Thomas, widower, one of the Defendants in the above entitled cause, to the Bill of Complaint filed against him in said cause, to your Honors respectfully shows:

That this Defendant, Martin Thomas, admits the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

MARTIN W. THOMAS

ANSWER OF GEORGIANNA COLLIER AND
JAMES A. COLLIER, HER HUSBAND
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL.,
Plaintiffs,

vs.

JAMES JONES, ET AL.,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Georgianna Collier and James A. Collier, her husband, two of the Defendants in the above entitled cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these Defendants, Georgianna Collier and James A. Collier, her husband, admit the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and do hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

GEORGIANNA COLLIER

JAMES A. COLLIER

ANSWER OF JOHN THOMAS
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL.,
Plaintiffs,

vs.

JAMES JONES, ET AL.,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Thomas, widower, one of the Defendants in the above entitled cause, to the Bill of Complaint filed against him in said cause, to your Honors respectfully shows:

That this Defendant, John Thomas, admits the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

JOHN R. THOMAS

ANSWER OF JACKSON THOMAS AND
ESSIE T. THOMAS, HIS WIFE.
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL., Plaintiffs,		In the Circuit Court for Queen Anne's County in Equity.
vs.		
JAMES JONES, ET AL., Defendants.		Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Jackson Thomas and Essie T. Thomas, his wife, two of the Defendants in the above entitled cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these Defendants, Jackson Thomas and Essie T. Thomas, his wifé, admit the several matters and things allged and averred in the said Bill of Complaint to be true as therein set forth, and do hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testaimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

JACKSON W. THOMAS

ESSIE T. THOMAS

ANSWER OF BELLE THOMAS AND
CARLIE THOMAS, HER HUSBAND
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL., Plaintiffs,		In the Circuit Court for Queen Anne's County in Equity.
vs.		
JAMES JONES, ET AL., Defendants.		Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Belle Thomas and Carlie Thomas, her husband, two of the Defendants in the above entitled cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these Defendants, Belle Thomas and Carlie Thomas, her husband, admit the several matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and do hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

BELLE THOMAS

CARLIE THOMAS

ANSWER OF GLENN THOMAS
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL.,
Plaintiffs,

vs.

JAMES JONES, ET AL.,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Glenn Thomas, one of the Defendants in the above entitled cause, to the Bill of Complaint filed against him in said cause, to your Honors respectfully shows:

That this Defendant, Glenn Thomas, admits the matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessuty for the taking of any testimoney in support of the allegations of the said Bill.

And as in duty bound, etc.,

GLENN THOMAS

ANSWER OF MAUDE THOMAS,
WIFE OF GLENN THOMAS
Filed Nov. 14, 1935.

MINNIE M. THOMPSON, ET AL.,
Plaintiffs,

vs.

JAMES JONES, ET AL.,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Maude Thomas, wife of Glenn Thomas, one of the Defendants in the above entitled cause, to the Bill of Complaint filed against her in said cause, to your Honors respectfully shows:

That this Defendant, Maude Thomas, admits the matters and things alleged and averred in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

MAUDE THOMAS

REPLICATION
Filed Mar. 17, 1936.

MINNIE H. THOMPSON, ET AL.,
Plaintiffs,

vs.

JAMES JONES, ET AL.,
Defendants.

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

Cause No. 3060.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs joins issue on the matters and things alleged in the answers of James Jones, et al., Defendants, in so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

And as in duty bound, etc.,

HARPER & HORNEY
Solicitors for Plaintiffs.

NOTICE TO EXAMINER OF
DESIRE TO TAKE TESTIMONY
Filed March 24, 1936.

MINNIE M. THOMPSON, ET AL., Plaintiffs, vs. JAMES JONES, ET AL., Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3060.

TO B. H. W. MITCHELL, EXAMINER FOR SAID COURT:

You are hereby notified that the Plaintiffs of this cause desire to take testimony in support of the allegations contained in the Bill of Complaint filed therein, and that a time be set by you for the same.

HARPER & HORNEY
Solicitors for Plaintiffs.

POWER OF ATTORNEY TO ENTER SUIT
Filed Apr. 13th 1936 as of Nov. 5th, 1935.

MINNIE E. THOMPSON, ET AL., vs. JAMES JONES, ET AL.	In the Circuit Court for Queen Anne's County in Equity Cause No. 3060.

KNOW ALL MEN BY THESE PRESENTS, that we, William H. Jones and Lucinda D. Jones, his wife, non-residents of the State of Maryland, residing in New Castle County, State of Delaware, do hereby constitute and appoint J. Frank Harper and William R. Horney, of Queen Anne's County, State of Maryland, co-partners trading as Harper and Horney, or either of them, to be our true and lawful attorneys, for us and in our names to institute and prosecute to a final conclusion the above entitled suit about to be filed in the above entitled Court.

As witness our hands and seals, this 1st day of November, 1935:

TEST:

FRANK E. HALEY

WILLIAM H. JONES (SEAL)

LUCINDA D. JONES (SEAL)

STATE OF DELAWARE,)
NEW CASTLE COUNTY,) TO WIT:

I HEREBY CERTIFY that on this 10th day of April, 1936, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County aforesaid, duly commissioned and qualified according to law, personally appeared William H. Jones and Lucinda D. Jones, his wife, and each acknowledged the aforegoing POWER OF ATTORNEY 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:

FRANK E. HALEY
Notary Public.

Notary
Public
Seal.

My Commission Expires
August 30th, 1937.

TESTIMONY
Filed April 24, 1936.

MINNIE M. THOMPSON, ET AL., vs. JAMES JONES, ET AL.,	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3060

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitors for the Plaintiffs having notified the subscriber, one of the regular examiners for this Honorable Court, of the desire to take testimony in this case, your examiner did attend, on the 27th day of March, 1936, in 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 William R. Horney, of the law firm of Harper and Horney, solicitors for the Plaintiffs, and Minnie M. Thompson and James T. Thompson, her husband, two of the Plaintiffs:

Minnie M. Thompson, 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, residence and occupation.
A. Minnie M. Thompson; 64; 2834 Hudson Street, Baltimore, Maryland; housewife.

Q. 2. Are you one of the Plaintiffs in this case?
A. Yes.

Q. 3. Did you know the late Martin L. Jones in his lifetime?
A. Yes, I did.

Q. 4. What relation, if any, did you bear to Martin L. Jones?
A. I was his niece.

Q. 5. Do you know whether or not Martin L. Jones died seized and possessed of any real estate? If so, of what did it consist?

A. Yes, he did own real estate. It consisted of a small farm at Chester Corners on Kent Island, containing about 21 acres of land, more or less, and improved by a frame dwelling and barn. A detached parcel of woodland containing about 9 acres. And a small lot at Courseyville, unimproved, containing about ½ acre of land, more or less.

Q. 6. Who are the present owners of said real estate and who was the former owner?
A. The Plaintiffs and Defendants to this suit are the present owners and S. Lavinia Jones formerly had a life estate in it under the will of Martin L. Jones.

Q. 7. Will you please state on what date Martin L. Jones died. On what date S. Lavania Jones died?
A. Martin L. Jones died sometime in the year 1892. His widow, S. Lavinia Jones died on the 23rd day of September, 1933.

Q. 8. Did Martin L. Jones leave a last will and testament?
A. He did.

Q. 9. Mrs. Thompson I hand you the three exhibits which were filed with the Bill of Complaint in this case. Will you please identify them and state what they are?
A. The paper marked "Exhibit No. 1" is the deed from Hiram Gardner and wife to Martin Jones for the lot which he first purchased at Chester Corner. The second paper marked "Exhibit No. 2" is the deed from B. Palmer Keating, Trustee, to Martin L. Jones for the small farm and the tract of woodland which has now become detached because of the sale of certain lots. The third paper marked "Exhibit No. 3" is the will of Martin Jones.

Q. 10. You state that certain lots were sold off of the real estate described in "Exhibit No. 2". Can you state to whom they were sold and the amount of land sold to each?
A. Yes, I can with the help of some notes I have before me: Benjamin Sanders purchased 2 acres; Franklin Geis purchased 1/2 of an acre; Joshua Brown purchased 1/2 of an acre; Joseph E. Coleman purchased 1 acre; William H. Legg purchased 1/2 of an acre; J. Wrightson Jones purchased 1/2 of an acre; James H. Booker purchased 1/2 of an acre; James H. Booker also purchased another 1/2 acre; Alfred C. Jones purchased 1/2 of an acre; Sadie E. and John W. Jones purchased 1/2 of an acre; and George Sullivan purchased 1/2 of an acre; also S. Lavania Jones gave the State Roads Commission of Maryland a deed for a strip of land off of this property although she had no right to convey such land other than her life interest therein. There may have been other lots but if there are I have not been informed of them.

Q. 11. Did Martin L. Jones have any heir at the time of his death?
A. No. That is he had no children.

Q. 12. Who were the nearest relations of Martin L. Jones living at the time of the death of S. Lavania Jones?
A. Had his nieces and nephews and they are: William H. Jones, James Jones, Frank Jones, Washington Jones, Lucy Rowe, Ella Dadds, Martin Thomas, Georgianna Collier, John Thomas, Jackson Thomas, Belle Thomas and Glenn Thomas, and myself.

Q. 13. How many brothers and sisters did Martin L. Jones have and who were they?
A. He had four brothers and one sister. They were Abel Jones, who died before Martin L. Jones; David Jones, Jackson Jones, Samuel Jones and Sallie Thomas, all of whom are dead, having died since Martin L. Jones.

Q. 14. Did Abel Jones have any children?
A. Yes he had two children: Columbus Jones who never married and is now dead. And William Jones who married and had children but I do not know their names. He is now dead.

Q. 15. Did David Jones have any children?
A. Yes he had seven children; all of whom are now dead. They were Manship Jones who married and had children, but I do not know their names. Columbus Jones who married and had children, but I do not know their names. Jerome S. Jones who married Annie Lloyd and had four children: J. Calvert Jones, Edna J. Palmer, Beatrice Jones and Leona Jones. Alonza Jones who married and had children, but I do not know their names. Melissa Stevens who married and had children, but I do not know their names. Calvert Jones who died unmarried. And John Alfred Jones who died unmarried. I believe I do know the names of some of the given names of Melissa Stevens' children. They are: Cora, Julia and Charles.

Q. 16. Did Jackson Jones have any children?
A. Yes he had seven children. They were Mary Elizabeth Phillips who married John Phillips and had one child: Meltonia Phillips Tolson, now living, Mary Elizabeth and her husband both being now dead. James Edward Jones who married Elizabeth Carroll and had three children: J. Clinton Jones, now living, Bertha White, now living, and Drucilla Jones, now dead, James Edward Jones and his wife both being now dead. Isabella Belt who marrked George Belt, but had no children, both she and her husband being now dead. Rebecca Harrigan who married William Harrigan and had one child, but I do not know her name or whether she is living or dead. John Franklin Jones who married Kate Cook and had three children, all of whom are living: Edgar Jones, John Jones and Sallie Hunter, John Franklin and his wife both being now dead. William H. Jones who married Lucinda D. Jones both of whom are now living and are two of the Plaintiffs to this suit. And myself. I married James T. Thompson. He is still living and both of us are parties Plaintiff to this suit.

Q. 17. Did Samuel Jones have any children?
A. Yes he had nine children. They were Leonard H. Jones who married Sally Warner, and both are dead, but they had two children, Elsa Jones and Hettie Tolson, both of whom are living, James Jones, who married Viola Johnson, both of whom are still living and are two of the Defendants to this suit. Frank Jones who married Carrie Johnson, both of whom are still living and are two of the Defendants to this suit. Washington Jones who married Lottie Needles, but is now divorced, and is one of the Defendants to this suit. Lucy Rowe who is still living and is one of the Defendants to this suit, and who married Albert Roe, who is now dead. Mamie Marshall who married Emory Marshall, and both are dead, but they had five children, all of whom are living; Samuel Marshall, Oscar Marshall, George Marshall, Estella Stephens and Anna Jae Jurod. Aveline Thomas who married Howard Thomas, and both are dead, but they had three children, all of whom are living, Lizzie Thompson, Kenneth Thomas and Alphonsa Thomas. Susie Gardner who married George Gardner, and both are dead, and they had no children. And Clara Thomas who married John Thomas, and both are dead. and they had no children.

Q. 18. Did Sallie Thomas have any children?
A. Yes she had nine children. They were Ella Dadds who is one of the Defendants to this suit, and who married Richard Dadds but he is now dead. Martin Thomas who is one of the Defendants to this suit, and who married Agnes somebody but she is now dead. Georgiana Collier who married James Collier, both of whom are still living, and are two of the Defendants to this suit. John Thomas who is one of the Defendants to this suit, and who married Clara Jones but she is now dead. Jackson Thomas who married Essie Trott, both of whom are still living, and are two of the Defendants to this suit. Belle Thomas who married Carlie Thomas, both of whom are still living, and are two of the Defendants to this suit. Glenn Thomas who married Maud somebody, both of whom are still living, and are two of the Defendants to this suit. Vena Quail who married John Quail, she being dead and he still living, and they had one child: Myrtle Quail. And Ambrosia O'Donell who married but I do not know his name, both of whom are dead, but they had one child: Agnes Wyatt.

Q. 19. Is the real estate of which you and the twelve other nieces and nephews of Martin L. Jones are now possessed susceptible of division among you without loss or injury?
A. It is impossible to divide it mainly because the lot on which the dwelling stands is on the corner and is the most valuable.

Q. 20. Do you think it would be better to sell all of the real estate and divide the proceeds of sale among all of the parties interested?
A. I do.

Q. 21. Are all of the parties to this suit of full legal age?
A. Yes.

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 to 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.

MINNIE M. THOMPSON

NOTE: All of the exhibits heretofore mentioned have been filed with the examiner and have been marked "Examiner's Exhibits Nos. 1, 2 and 3" respectively.

James T. Thompson, the next 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, residence and occupation?
A. James T. Thompson; 69; 2834 Hudson Street, Baltimore, Maryland; carpenter.

Q. 2. Are you one of the Plaintiffs to this case?
A. I am.

Q. 3. Did you know the late Martin L. Jones in his lifetime?
A. I did.

Q. 4. Was he seized and possessed of any real estate at the time of his death, and, if so, of what did it consist?

A. Yes he owned real estate at the time of his death and in which his wife, S. Lavinia Jones, had a life interest. It consisted of a small farm located on Kent Island at Chester Corners, containing about 21 acres of land, more or less, and improved by a frame dwelling and barn; a detached parcel of woodland containing about 9 acres of land, more or less; and a small lot located at Courseyville, which is unimproved, and contains about ½ of an acre, more or less.

Q. 5. What is the present value of each piece of real estate and the aggregate value thereof in your opinion?

A. I would say that the 21 acre tract on which the house is located is worth at least $4,000.00. The detached parcel of woodland is worth not more than $300.00. And the lot at Courseyville is worth about $25.00. This markes a total of $4325.00.

Q. 6. Who are the nearest living relatives of Martin L. Jones who were living at the time of the death of S. Lavinis Jones?
A. There are thirteen of them, namely: my wife, Minnie M. Thompson, her brother, William H. Jones, and her first cousins, James Jones, Frank Jones, Washington Jones, Lucy Rowe, Ella Dadds, Martin Thomas, Georgianna Collier, John Thomas, Jackson Thomas, Belle Thomas and Glenn Thomas.

Q. 7. Did Martin L. Jones leave any children surviving him?
A. No he had none.

Q. 8. Is the real estate owned by the parties given by you in answer to Question No. 6 susceptible of division among said parties without loss or injury?
A. No I would say not. I do not see how that could be.

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 matterial 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.

JAMES T. THOMPSON

At this point the Plaintiffs requested a postponement of the taking of testimony to a further date so as to enable them to secure additional testimony. Your examiner granted this request.

The solicitors for the Plaintiffs having notified your examiner of their desire to resume the taking of testimony in this cause (in accordance with the postponement for that purpose on March 27th, 1936), did attend, on the 14th day of April, 1936, in the said law offices of Harper and Horney, at the hour of 10 o'clock, A. M., and proceeded to take the following additional testimony, there being present William R. Horney, one of the solicitors for the Plaintiffs.

Lemuel Kirwan, the next 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, residence and occupation.
A. Lemuel Kirwan, 64, Chester. Merchant and farmer.

Q. 2. Did you know the late Martin L. Jones in his lifetime?
A. Yes, he married my aunt, Lavinia Kirwan.

Q. 3. Did he die testate or intestate?
A. Testate. He left a will in which he left my aunt an estate for life in all his property.

Q. 4. Did he own any real estate at the time of his death? Describe it. What is its present value?

A. Yes. It consists of a small farm of about 21 acres on which there is a dwelling located on Chester Corner. A tract of woodland supposed to contain about 9 acres but which I believe contains about 5 acres, and is detached from the farm. And a small lot in Courseyville. I would say the famr and dwelling are worth about $1000.00. It is in such bad shape. The woodland is worth not more than $50.00. The Courseyville lot is not worth more than $10.00/

Q. 5. Is such real estate susceptible of division among those entitled thereto?
A. No. I would say that that was impossible. There are at least 13 heirs.

Q. 6. Did Martin Jones and your aunt ever have any children?
A. No they did not.

Q. 7. Did he leave any brothers and sisters? If so, name them.
A. Yes he had four brothers, Abel Jones, David Jones, Jackson Jones and Samuel Jones, and one sister, Sallie Thomas. They are all dead.

Q. 8. Did Abel Jones have any children? If so, name them and state whether they are living or dead. And if dead, did they have any children?
A. Yes he had two children, Columbus Jones and William Jones. They are both dead. I do not know whether they had any children or not.

Q. 9. Did David Jones have any children? If so, name them and state whether they are living or dead. And if dead, did they have any children?
A. Yes he had seven children, all of whom are dead. They were Manship Jones, who had children, but I do not know their names. Columbus Jones, who had children, I think, but I do not know their names. Jerome S. Jones, who had four children, namely, J. Calvert Jones, Edna J. Palmer, Beatrice Jones and Leona Jones, all of whom are still living. Alonza Jones, who had children, but I do not know their names. Melissa Stevens, who had children, namely, Cora, Julia and Charles Stevens, all of whom are still living, but I do not know the married names of the girls. I think there were two other boys, namely, Calvert Jones and John Alfred Jones, neither of whom ever married.

Q. 10. Did Jackson Jones have any children? If so, name them and state whether they are living or dead. And if dead, did they have any children?

A. Yes he had seven children. Mary Elizabeth Phillips, now dead, who had one child, Meltonia Tolson, who is still living. James Edward Jones, now dead, who had three children, namely, J. Clinton Jones and Bertha White, who are still living, and Drucilla Jones, who is now dead. Isabella Belt, now dead, has no children. Rebecaa Harrigan, now dead, who had one child, but I do not know her name or whether she is living or dead. John Franklin Jones, now dead, who had three children, namely, Edgar Jones, John Jones and Sallie Hunter, all of whom are still living. William H. Jones, who is still living, and is one of the Plaintiffs to this suit. And Minnie M. Thompson, who is still living, and is one of the Plaintiffs to this suit.

Q. 11. Did Samuel Jones have any children? If so, name them and state whether they are living or dead. And if dead, did they have any children?
A. Yes had had nine children. Leonard H. Jones, now dead, who had two children, namely, Elsa Jones and Hettie Tolson, both of whom are still living. James Jones, who is still living, and is one of the Defendants to this suit. Frank Jones, who is still living and is one of the Defendants. Washington Jones, who is still living and is one of the Defendants. Lucy Rowe, who is still living and is one of the Defendants. Mamie Marshall, now dead, who had five children, namely, Samuel Marshall, Oscar Marshall, George Marshall, Estella Stephens and Anna Mae Jurod, all ofwhom are still living. Aveline Thomas, now dead, who had three children, namely, Lizzie Thompson, Kenneth Thomas and Alphonsa Thomas, all of whom are still living. Susie Gardner, now dead, who had no chilren. And Clara Thomas, now dead, who had no children.

Q. 12. Did Sallie Thomas have any children? If so, name them and state whether they are living or dead. And if dead, did they have any children?
A. Yes she had nine children. Ella Dadds, who is still living, and is one of the Defendants to this suit. Martin Thomas, who is still living and is one of the Defendants. Georgiana Collier, who is still living and is one of the Defendants. Jackson Thomas, who is still living and is one of the Defendants. Belle Thomas, who is still living and is one of the Defendants. Vena Quail, now dead, who had one child, Myrtle Quail, who is still living, Glenn Thomas, who is still living and is one of the Defendants. And Ambrosia O'Donnell, now dead, who had no children.

Q. 13. Are all of the parties to thissuit of full legal age?
A. Yes.

Q. 14. Please state the name of the wife or husband of each party, if any, and the place of their respective residences, if you know?
A. Minnie M. Thompson, a niece, is married to James T. Thompson and they reside in Baltimore. William H. Jones, a nephew, is married to Lucinda D. Jones and they reside in Wilmington, Delaware. James Jones, a nephew, is married to Viola J. Jones and they reside in Queen Anne's County. Frank Jones, a nephew, is married to Carrie J. Jones and they reside in Queen Anne's County. Washington Jones, a nephew, was married to Lottie Needles Jones but they are divorced. He resides in Queen Anne's County. Lucy Rowe, a niece, was marriedto Albert Rowe but he is dead. She resides in Queen Anne's County. Ella Dadds, a niece, was married to Richard Dadds but he is dead. She resides in Queen Anne's County. Martin Thomas, a nephew, was married but his wife is now dead. I did not know her name. He resides in Baltimore City. Georgiana Collier, a nice, is married to James A. Collier and they reside in Queen Anne's County. John Thomas, a Nephew, was married two or three times, and all wives are dead. He resides in Queen

Anne's County. Jackson Thomas, a nephew, is married to Essie T. Thomas and they reside in Baltimore City. Belle Thomas, a niece, is married to Carlie Thomas and they reside in Queen Anne's County. And Glenn Thomas, a nephew, is married to Maude Thomas. He resides in Anne Arundel County and she resides in Queen Anne's County. All of the other persons mentioned my testimony as being still living are grandnieces and grandnephews of Martin L. Jones and are not, so I am informed, heirs.

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.

LEMUEL KIRWAN

There being no further witnesses to be examined and the solicitors for the Plaintiffs desiring no further time for the production of testimony your examiner respectfully makes his return, and certified that he was engaged with such examination two days and examined three witnesses, making costs chargeable as follows, to wit:

H. B. W. Mitchell, Examiner,----------		$ 8.00
Witness Fees:		
Minnie M. Thompson,----------	$ .75	
James T. Thompson,----------	.75	
Lemuel Kirwan,----------	.75	2.25
TOTAL,----------		$ 10.25

H. B. W. MITCHELL
Examiner.

For Examiners Exhibit A, B and C, which were filed Apri 14, 1936, read Exhibit 1, 2 and 3, which are recorded above immediately following the Bill of Complaint.

FINAL DECREE
Filed May 21, 1936.

MINNIE M. THOMPSON, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
JAMES JONES, ET AL.	)	Cause No. 3060.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument by the Solicitors for the Plaintiffs, after answer by the Defendants, who are all sui juris, admitting the facts set forth in the Bill of Complaint and consenting to the passage of the Decree, all the proceedings were read and considered, and the Court, being of the opinion that the parties to this suit, Plaintiff and Defendant, who are the only surviving nieces and nephews of Martin L. Jones, deceased, being the only heirs-at-law of the said Martin L. Jones, deceased, living at the time of the death of S. Lavinia Jones, are the owners in fee simple of the real estate mentioned in these proceedings.

IT IS THEREUPON, this 21st day of May, 1936, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREE that the real estate 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 thecourse 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 asurety or sureties, to be approved by this Court, in the penalty of Five Thousand Dollars ($5,000.00), if corporate surety be given, and in double that amount if personal surety be given, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' previous notice by advertisement, inserted in a newspaper or newspapers printed and published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in one year and one-third in two years from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustee, and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular

account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed according to law under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

THOS. J. KEATING

Filed May 21st, 1936.

CERTIFIED COPY OF BOND
Filed June 9, 1936.

Queen Anne's County, to wit: Be it remembered that on the 9th day of June, in the year 1936, the following Bond was filed for record, to wit:

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

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, 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 9th day of June, in the year nineteen hundred and thirty six;

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 "Minnie M. Thompson, vs. James Jones, et al.", being Cause No. 3060, 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.

WILLIAM R. HORNEY (SEAL)

SIGNED, sealed and delivered in the presence of:

HILDA T. SEWARD

UNITED STATES FIDELITY AND GUARANTY COMPANY,

by WILLIAM R. HORNEY
Its Attorney in Fact.

Corp. Seal's Place

ATTEST:

HILDA T. SEWARD

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed this 9th June, 1936.

WILLIAM H. CARTER Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 3, 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 Nineth day of June, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk

Seal's
Place.

CERTIFICATE OF SURVEY
Filed June 12, 1936.

CERTIFICATE OF SURVEY

I, William T. Henry, of Queen Anne's County, State of Maryland, Surveyor, having been directed by William R. Horney, Trustee in the cause in the Circuit Court for Queen Anne's County in Equity entitled "Minnie M. Thompson, et al. vs. James Jones, et al", being Cause No. 3060 on the Chancery Docket of said Court, to make a survey of the real estate of the late Martin L. Jones, deceased, do hereby certify that I made said survey of said real estate and that the same is described and contained within the following metes and bounds, courses and distances, to wit:

PARCEL NUMBER 1-A:

ALL that lot or parcel of land, improved by a combined store and dwelling, being a part of the "Martin L. Jones Property", situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, at the intersection of the Narrows-Stevensville state road with the state road leading therefrom into Crab Alley Neck, and more particularly described as follows, to wit: BEGINNING for the same at said intersection and running thence by and with said Crab Alley Neck state road S. 6° E. 231 feet; thence S. 87½° E. 125 feet; thence N. 6½° E. 186 feet to the said Narrows-Stevensville state road; and thence N. 71° W. 178 feet to the said place of beginning, containing 0.73 acres of land, more or less.

PARCEL NUMBER 1-B:

ALL that tract or parcel of land, improved by a barn, being a part of the "Martin L. Jones Property", situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the Narrows-Stevensville state road and on the left side of the Crab Alley Neck state road, and more particularly described as follows, to wit: BEGINNING for the same at the southwest corner of Parcel No. 1A and running thence by and with said Crab Alley Neck state road S. 6° E. 59 perches; thence S. 70 3/4° E. 40.1 perches; thence N. ¼° E. 71 perches to the said Narrows-Stevensville state road; thence N. 71° W. 49.8 perches to said Parcel No. 1A; thence S. 6½° W. 11.2 perches; and thence N. 87½° W. 7.6 perches to the said place of beginning, containing 23 acres of land, more or less.

PARCEL NUMBER 2:

ALL that tract of woodland situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the state road leading from the Narrows-Stevensville state road into Crab Alley Neck, and more particularly described as follows, to wit: BEGINNING for the same at the intersection of the said Crab Alley Neck state road with a 16-foot road between this property and the Price store property and running with said state road S. 8½° E. 10.5 perches to the John Jones lot; thence S. 85° E. 25 perches; thence S. 6½° E. 32 perches; thence N. 87½° W. 25.6 perches to the said state road; thence S. 5½° E. 12 feet to a point oppoiste the Kingsley Chapel property; thence with the same S. 87½° E. 13.3 perches; thence S. 6½° E. 18.1 perches; thence S. 63° E. 25 perches; thence N. ¼° W. 54.5 perches; thence N. 71° W. 14.5 perches; thence N. 5½° W. 6 perches; and thence N. 70 3/4° W. 28½ perches to the said place of beginning, containing 6.8 acres of land, more or less.

PARCEL NUMBER 3:

ALL that unimproved lot or parcel of land situate, lying and being in the village of Courseyville on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same in the road leading through Courseyville to the Public Landing at a point opposite the west side of the R. E. Nash property and running with the same S. 4½° E. 267½ feet to a stake; thence S. 67° W. 62 feet to a stone; thence N. 4½° W. 267½ feet to the aforesaid road; and thence with same N. 67° E. 62 feet to the said place of beginning, containing 0.36 acres of land, more or less.

WILLIAM T. HENRY
Surveyor.

Stevensville, Maryland.
June 4th, 1936.

Filed June 12th, 1936.

REPORT OF SALES
Filed July 8, 1936.

MINNIE M. THOMPSON, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
JAMES JONES, ET AL.	)	
	)	Cause No. 3060.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, the Trustee appointed by the decree passed in the above cause on the 21st day of May, 1936, to make sale of the real estate therein mentioned and described, to your Honors, respectfully shows:

1. That after giving bond to the State in the penalty prescribed by said decree with such security as the Clerk of this Court did approve conditioned for the faithful performance and execution of the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, and after giving notice of the time, place and terms of sale by advertisement inserted in The Centreville Observer and the Queen Anne's Record, two newspapers printed and published in Queen Anne's County, Maryland, for more than three weeks before the day of sale, said Trustee did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on the 7th day of July, 1936, at 1:30 O'clock, P. M., and then and there proceeded to sell said real estate in manner following, that is to say:

Said Trustee offered at public sale to the highest bidder the real estate decreed to besold, which said real estate your Trustee, deeming it wise, had previously caused to be surveyed, and which said real estate according to the certificate of survey thereof made by William T. Henry, Surveyor, on the 4th day of June, 1936, and filed among the proceedings in this cause, is described as follows, to wit:

PARCEL NUMBER 1-A:

ALL that lot or parcel of land, improved by a combined store and dwelling, being a part of the "Martin L. Jones Property", situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, at the intersection of the Narrows-Stevensville state road with the state road leading therefrom into Crab Alley Neck, and more particularly described as follows, to wit: BEGINNING for the same at said intersection and running thence by and with said Crab Alley Neck stateroad S. 6° E. 231 feet; thence S. 87½° E. 125 feet; thence N. 6½° E. 186 feet to the said Narrows-Stevensville state road; and thence N. 71° W. 178 feet to the said place of beginning, containing 0.73 acres of land, more or less.

PARCEL NUMBER 1-B:

All that tract or parcel of land, improved by a barn, being a part of the "Martin L. Jones Property", situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the Narrows-Stevensville state road and on the left side of the Crab Alley Neck state road, and more particularly described as follows, to wit: BEGINNING for thesame at the southwest corner of Parcel No. 1A and running thence by and with said Crab Alley Neck state road S. 6° E. 59 perches; thence S. 70 3/4° E. 40.1 perches; thence N. ¼° E. 71 perches to the said Narrows-Stevesville state road; thence N. 71° W. 49.8 perches to said Parcel No. 1A; thence S. 6½° W. 11.2 perches; and thence N. 87½° W. 7.6 perches to the said place of beginning, containing 23 acres of land, more or less.

PARCEL NUMBER 2:

ALL that tract of woodland situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the state road leading from the Narrows-Stevensville state road into Crab Alley Neck, and more particularly described as follows, to wit: BEGINNING for the same at the intersection of the said Crab Alley Neck state road with a 16-foot road between this property and the Price store property and running with said state road S. 8½° E. 10.5 perches to the John Jones lot; thence S. 85° E. 25 perches; thence S. 6½° E. 32 perches; thence N. 87½° W. 25.6 perches to the said state road; thence S. 5½° E. 12 feet to a point opposite the Kingsley Chapel property; thence with the same S. 87½° E. 13.3 perches; thence S. 6½° E. 18.1 perches; thence S. 63° E. 25 perches; thence N. ¼° W. 54.5 perches; thence N. 71° W. 14.5 perches; thence N. 5½° W. 6 perches; and thence N. 70 3/4° W. 28½ perches to the said place of beginning, containing 6.8 acres of land, more or less.

PARCEL NUMBER 3:

ALL that unimproved lot or parcel of land situate, lying and being in the village of Courseyville on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same in the road leading through Courseyville to the Public Landing at a point opposite the west side of the R. E. Nash property and running with the same S. 4½° E. 267½ feet to a stake; thence S. 67° W. 62 feet to a stone; thence N. 4½° W. 267½ feet to the aforesaid road; and thence with same N. 67° E. 62 feet to the said place of beginning, containing 0.36 acres of land, more or less.

Said Trustee first offered at public sale to the highest bidder the real estate described as Parcel No. 1-A, but receiving a bid of only Seven Hundred and Fifty Dollars ($750.00) withdrew the same to be offered later as a whole with Parcel No. 1-B.

Said Trustee then offered at public sale to the highest bidder thereal estate described as Parcel No. 1-B, but receiving a bid of only Two Hundred and Fifty Dollars ($250.00) withdrew thesame to be offered later as a whole with Parcel No. 1-A.

Said Trustee then offered at public sale to the highest bidder as a whole the real estate described as Parcels Nos. 1-A and 1-B, and sold the same to John A. Gardner and Estelle K. Gardner, his wife, of Queen Anne's County aforesaid, as tenants by the entireties, for the sum of Fifteen Hundred and Twenty Five Dollars ($1,525.00), they being at that sum the highest bidders therefor.

Said Trustee then offered at public sale to the highest bidder the real estate described as Parcel No. 2, and sold the same to Mary A. Price, Thomas R. Price and Elsie K. Price, of Queen Anne's County aforesaid, as joint tenants, for the sum of Twenty Five Dollars ($25.00), they being at thatsum the highest bidders therefor.

And lastly said Trustee offered at public sale to the highest bidder the real estate described as Parcel No. 3, and sold the same to William H. Nash and Elizabeth J. Nash, his wife, of Queen Anne's County aforesaid, as tenants by the entireties, for the sum of Twenty Five Dollars ($25.00), they being at that sum the highest bidders therefor.

2. The aggregate sales of said real estate as will appear by reference to paragraph one above amounted to the sum of Fifteen Hundred and Seventy Five Dollars ($1,575.00).

3. The terms of sale, (in addition to those advertised, as will appear by reference to the certificates of the publication of said advertisement of sale in said newspapers filed herewith as a part hereof) were as follows, to wit:

(a) That possession would be given upon the ratification of the sales by the Court.

(b) That all taxes due and in arrear would be paid by the Trustee, and all taxes for the year 1936 would be adjusted as of the 1st day of July, 1936.

(c) That Parcel No. 1-A had an occupant who might be allowed to remain as a tenant (as of July 1st, 1936) or removed by the purchaser upon 30 days notice as the purchaser might desire.

(d) That the fire insurance premium on the policy covering the building on Parcel No. 1-A would be adjusted as ofthe 17th day of July, 1936.

(e) That the cost of all title papers, including revenue stamps, if any, would be payable by the purchaser.

4. That all of said purchasers have complied with the terms of sale by paying cash on the day of sale into the hands of your Trustee.

Respectfully submitted,

WM. R. HORNEY
Trustee.

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

I HEREBY CERTIFY that on this 8th day of July, 1936, 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 said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sales therein reported was fairly made.

WM. H. CARTER
Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 8, 1936.

TRUSTEE'S SALE
of Valuable

REAL ESTATE

near Chester----------On Kent Island

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 21st day of May, 1936, in the cause therein entitled "Minnie M. Thompson, et al. vs. James Jones, et al.", being Cause No. 3060, 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 7th, 1936 commencing at 1:30 o'clock P. M., the following described real estate, to wit:

PARCEL NUMBER ONE A: All that lot or parcal of land, improved by a combined store and dwelling, being a part of the "Martin L. Jones Property", situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, at the intersection of the Narrows-Stevensville state road with the state road leading therefrom into Crab Alley Neck, and more particularly described as follows, to wit: BEGINNING for the same at said intersection and running thence by an with said Crab Alley Neck state road S. 6°E. 231 feet; thence S. 87½° E. 125 feet; thence N. 6½° E. 186 feet to the said Narrows-Stevensville state road; and thence N. 71° W. 178 feet to the said place of beginning, containing 0.73 acres of land, more or less.

PARCEL NUMBER ONE B: All that tract or parcel of land, improved by a barn, being a part of the "Martin L. Jones Property", situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the Narrows-Stevensville state road and on the left side of the Crab Alley Neck state road, and more particularly described as follows, to wit: BEGINNING for the same at the southwest corner of Parcel No. 1A and running thence by and with said Crab Alley Neck state road S. 6° E. 59 perches; thence S. 70 3/4° E. 40.1 perches; thence N. 1/4° E. 71 perches to the said Narrows-Stevensville state road; thence N. 71° W. 49.8 perches to said Parcel No. 1A; thence S. 6½° W. 11.2 perches; and thence N. 87½° W. 7.6 perches to the said place of beginning, containing 23 acres of land, more or less.

PARCEL NUMBER TWO: All that tract of woodland situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the state road leading from the Narrows-Stevensville state road into Crab Alley Neck, and more particularly described as follows, to wit: BEGINNING for the same at the intersection of the said Crab Alley Neck state road with a 16-foot road between this property and the Price store property and running with said state road S. 8½° E. 10.5 perches to the John Jones lot; thence S. 85° E. 25 perches; thence S. 6½° E. 32 perches; thence N. 87½° W. 25.6 perches to the said state road; thence S. 5½° E. 12 feet to a point opposite the Kingsley Chapel property; thence with the same S. 87½° E. 13.3 perches; thence S. 6½° E. 18.1 perches; thence S. 63° E. 25 perches; thence N. ¼° W. 54.5 perches; thence N. 71° W. 14.5 perches; thence N. 5½° W. 6 perches; and thence N. 5½° W. 6 perches; and thence N. 70 3/4° W 28½ perches to the said place of beginning, containing 6.8 acres of land, more or less.

PARCEL NUMBER THREE: All that unimproved lot or parcel of land situate, lying and being in the village of Courseyville on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same in the road leading through Courseyville to the Public Landing at a point opposite the west side of the R. E. Nash property and running with the same S. 4½° E. 267½ feet to a stake; thence S. 67° W. 62 feet to a stone; ~~thence N 4½° W 267½ feet to a stake; thence S 67° W 62 feet to a stone;~~ ~~thence N~~ thence N. 4½° W. 267½ feet to the aforesaid road; and thence with same N. 67° E. 62 feet to the said place of beginning, containing 0.36 acres of land, more or less.

TERMS OF SALE- As prescribed by decree: One-third of the purchase money in cash on day of sale and the remainder in two equal installments payable respectively in one and two years from day of sale, or all cash, at option of the purchaser, the credit payments to bear interest from day of sale and to be secured to the satisfaction of the Trustee. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY, Trustee.
Harper & Horney, Attorneys.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md. July 8, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of Minnie L. Thompson et al vs. James Jones 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 three successive weeks the first publication thereof having been made in said newspaper

on the 11th day of June, 1936, being more than three weeks before the 7th day of July, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 8-1936.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 8, 1936.

TRUSTEE'S SALE
of valuable

REAL ESTATE
near Chester----- On Kent Island

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 21st day of May, 1936, in the cause therein entitled "Minnie M. Thompson, et al. vs. James Jones, et al", being Cause No. 3060, 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 7, 1936 commencing at 1:30 o'clock, P. M., the following described real estate, to wit:

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PARCEL NUMBER ONE B: All that tract or parcel of land, improved by a barn, being a part of the "Martin L. Jones Property", situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the Narrows-Stevensville state road and on the left side of the Crab Alley Neck state road, and more particularly described as follows, to wit: BEGINNING for the same at the southwest corner of Parcel No. 1A and running thence by and with said Crab Alley Neck state road S. 6 degrees E. 59 perches; thence S. 70 3/4 degrees E. 40.1 perches, thence N. 1/4 degrees E. 71 perches to the said Narrows-Stevensville state road; thence N. 71 degrees W. 49.8 perches to said Parcel No. 1A.

PARCEL NUMBER TWO: All that tract of woodland situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State ofMaryland, on the left side of the state road leading from the Narrows-Stevensville state road into Crab Alley Neck, and more particularly described as follows, to wit: BEGINNING for the same at the intersection of the said Crab Alley Neck state road with a 16-foot road between this property and the Price store property and running with said state road S. 8½ degrees E. 10.5 perches to the John Jones lot; thence S. 85 degrees E. 25 perches; thence S. 6½ degrees E. 32 perches; thence N. 87½ degrees W. 25.6 perches to the said state road; thence S. 5½ degrees E. 12 feet to a point opposite the Kingsley Chapel property; thence with the same S. 87½ degrees E. 13.3 perches; thence S. 6½ degrees E. 18.1 perches; thence S. 63 degrees E. 25 perches; thence N. 1/4 degrees W. 54.5 perches; thence N. 71 degrees W. 14.5 perches; thence N. 5½ W. 6 perches; and thence N. 70 3/4 degrees W. 28½ perches to the said place of beginning, containing 6.8 acres of land, more or less.

PARCEL NUMBER THREE: All that unimproved lot or parcel of land situate, lying and being in the village of Courseyville on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same in the road leading through Courseyville to the Public Landing at a point opposite the west side of the R. E. Nash property and running with the same S. 4½ degrees E. 267½ feet to a stake; thence S. 67 degrees W. 62 feet to a stone; thence N. 4½ degrees W. 267½ feet to the aforesaid road; and thence with same N. 67 degrees E. 62 feet to the said place of beginning, containing 0.36 acres of land, more or less.

TERMS OF SALE--As prescribed by decree: 1-3 of the purchase money in cash on day of sale and the remainder in two equal installments, payable respectively in one and two years from day of sale, or all cash, at option of the purchaser, the credit payments to bear interest from day of sale and to be secured to the satisfaction of the Trustee. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,
Trustee.

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

July 8th, 1936.

THE QUEEN ANNE'S PUBLISHING CO. INC., hereby certifies, that the Trustee's Sale of Valuable Real estate in the case of Minnie M. Thompson, et al., vs. James Jones, 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 11th day of June 1936, being more than 3 weeks before the 7th day of July, 1936.

THE QUEEN ANNE'S PUBLISHING CO.,INC.

By Mary M. Parks

Filed July 8th, 1936.

N I S I

Minnie M. Thompson, et al.,	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
James Jones, et al.	)	IN EQUITY.
	)	CHANCERY NO. 3060.

ORDERED, This 8th day of July A. D., 1936, that the sale of the real estate made and reported in this cause by Wm. R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The Report states the amount of sales to be $1,575.00.

WILLIAM H. CARTER Clerk.

Filed July 8, 1936.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Sept. 11th, 1936.

N I S I

MINNIE M. THOMPSON, et al.
vs.
JAMES JONES

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3060.

ORDERED, This 8th day of July A. D., 1936, 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 10th day of September next; provided acopy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of August next.

The Report states the amount of sales to be $1,575.00.

WILLIAM H. CARTER, Clerk.
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed, July 8, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., September 11 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Minnie M. Thompson et al. vs. James Jones 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 July, 1936, being more than four weeks before the 10th day of August, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

ORDER OF COURT
Filed Sept. 18, 1936.

MINNIE M. THOMPSON, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	In Equity.
	)	
JAMES JONES, ET AL.	)	
	)	Cause No. 3060.

FINAL ORDER OF RATIFICATION

ORDERED, this 17th day of September, 1936, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sales of the real estate made by William R. Horney, Trustee, and reported in this cause, 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 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 sales of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed Sept. 18th, 193 6.

REPORT AND ACCOUNT OF THE AUDITOR
Filed October 24, 1936.

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

Minnie M. Thompson, et al.,	)	
	)	
vs	)	Cause No. 3060
	)	
James Jones, et al.	)	
	)	

To the Honorable, the Judges of said Court:

I, Madison Brown, your auditor, respectfully makes the following report:-

These proceedings were instituted and have been had for a sale of the real estate herein described for the purpose of division of the proceeds of sale among certain parties as the owners of said real estate.

The bill of complaint states the land at the time of the filing of the bill was owned by

Minnie M. Thompson,	William H. Jones,	James Jones,
Frank Jones,	Washington Jones,	Lucy Rowe,
Ella Dadds,	Martin Thomas,	John Thomas,
Georgianna Collier,	Jackson Thomas,	Belle Thomas,
Glenn Thomas,		

nieces and nephews of Martin L. Jones, and his only heirs at law living at the time of the death of S. Lavinia Jones, his widow.

The decree passed determines that the above mentioned parties are those who were entitled to the land when the bill was filed, and therefore these parties are entitled to the net proceeds of the sales of this cause.

In the within account I have charged the trustee William R. Horney, with the gross amount of the sales made and reported by him, and have allowed thereout as follows: Unto the trustee, his commissions for making the sales, the court costs of this cause, costs of advertising the notice of the sales and the several orders nisi of the cause, the cost of his bond, the charges of his auctioneer, the amounts of certain state and county taxes on the land sold, the cost of a survey of the land and the fee of the auditor.
The balance remaining after these allowances is the net proceeds of the sale and is distributed subject to the payment of the collateral inheritance taxes due by the distributees to the parties named above in equal parts.

As to the Collateral Inheritance Taxes mentioned.

It appears to the auditor from the proceedings of this cause that the parties determined by the decree to be the owners of the land described in the proceedings at the time of the decree derived their ownership under the will of Martin L. Jones, but at the time of the death of Lavinia Jones, surviving wife of the testator, that as these parties are the nieces and nephews of the testator the said land passed to these parties subject to the tax imposed upon collateral inheritances by the laws of the State of Maryland, and that this tax is due by them

unless heretofore paid.

According to the testimony Martin L. Jones died in the year 1892 and his wife died on the 23rd. day of September, 1933.

I have examined the records of the Orphans' Court of said county as to the estate of Martin L. Jones. I find that letters testamentary on the estate of Martin L. Jones were granted to his wife October 12, 1892, by the Orphans' Court of said county. I do not find that any administration upon his estate has been granted by said court to any one since the death of his wife, so that there is now "no formal administration" upon his estate "subject to the jurisdiction" of said court.
(Art. 81, sec. 126, 4th Vol. Md. Code)

I do not find that there has ever been any appraisement of his real estate of said testator made under the direction of said Court for any purpose nor do I find any record of payment of any collateral inheritamce tax upon his real estate.

I have examined the laws of Maryland relating to the collateral inheritance tax and find the rate thereof prevailing at the time of the death of Martin L. Jones was 2 1/2 per. cent. of the clear value of the land passing as ascertained by an appraisement of the land to be made under the direction of the Orphans' Court.

Code of 1888, sections 102, 106 etc.,

It appears to the auditor

(A) That the parties determined by the decree to be the owners of the land sold owe the State of Maryland the collateral inheritances on the land sold in this cause;

(b) That the rate of said tax is 2 1/2 per. cent., the rate prevailing at the time of the death of the testator;
State v Safe Deposit & Trust Co. 132 Md. 254,
Attorney General's Opinion. Vol 18

(C) Upon the value of said land on September 23, 1933, when the said Lavinia Jones died.
Attorney General's Opinion Vol. 15, 323
Attorney General's Opinion Vol. 14, 275.

(D) And not upon the amount of the sales of this cause.
Attorney General's Opinion Vol. 13, 281.

(E) That it appears to be the duty of the trustee of this cause to see that this tax is paid.
Attorney General's Opinion Vol. 13, 281.

(F) That he can have the value of the land ascertained as of September 23, 1933, by appraisers to be appointed by the Orphans' Court.
Art. 81, sec. 126 of Supplement of Md. Code, Vol. 4.

(G) That this can be done before payment to the distributees named in this audit.

(H) That the taxes so due from these distributees, if not heretofore paid, can be deducted from the amounts distributed to the distributees in this audit by the trustee and paid by him to the Register of Wills of thisccounty for the use of the State of Maryland.

(I) I respectfully suggest that this can be provided for in the order of court to be passed in ratification of this audit.

Which is respectfully submitted.

MADISON BROWN,
AUDITOR.

September 23, 1936.

Cause No. 3060.

The proceeds of the sales of the real estate of Minnie M. Thompson and others sold in the proceedings of this cause, in account with William R. Horney, the trustee appointed by the decree of this cause to make said sales.

1936	CR.		
July 7	By gross proceeds of sales per report of sales filed, ...		$1,575.00
" "	DR.		
	To William R. Horney, trustee, for his commissions for making said sales, the sum of	$101.25	
	To do., for payment of the court costs of this cause, per Clerk's statement of costs exhibited, as follows:		
	For costs of Wm. H. Carter, clerk,	$56.05	
	For appear. fee of Harper & Horney,	10.00	
	For costs of N.S.Dudley, Register of Wills, .	3.00	
	For costs of H.B.W. Mitchell, examiner, . . .	8.00	
	For fees of witnesses before examiner, . . .	2.25	
	a total cost of	$79.30	79.30

To do., for the cost of his bond with corporate surety thereon filed herein, per receipted account for same exhibited, the sum of		.20.00	
To do., for charges of J.E. Anthony, auctioneer, for crying the sales made, per his receipt for same, exhibited, the sum of		25.00	
To do., for the costs of advertising in the Centreville Observer			
notice of the sale	$36.00		
order nisi on the sale.	5.00		
order nisi on this audit	3.50		
total per account for same exhibited the sum of	$44.50	44.50	
To do., for the costs of advertising in the Queen Anne's Record the notice of sale per account for same exhibited, sum of		34.33	
To do., for costs of certain fire insurance on property sold, the sum of		8.10	
To amounts carried forward		.$312.48	$1,575.00

Cause No. 3060.

The proceeds of the sales of the real estate of Minnie M. Thompson and others sold in the proceedings of this cause, in account with William R. Horney, the trustee appointed by the decree of this cause to make said sales.

1936		DR.	CR.
July 7	By amounts brought forward	.$312.48	$1,575.00

DR.

To William R. Horney, trustee, to be paid to J. Wm. Keith, treasurer, state and county taxes, interest etc., on land sold, per receipted tax accounts exhibited,			
for year 1935	$27.93		
for year 1935	11.43		
a total of	$39.36. .	39.36	
To do., for amount to be paid to Minnie M. Thompson, one of the owners of the land sold when bill was filed, to reimburse her for taxes paid Anna Q. Skinner, late tax collector, for			
year 1933	$21.17		
year 1934	26.60		
a total of	$47.77		
per tax statements receipted, exhibited		47.77	
To do., to amount to be paid William T. Henry for making survey of lands sold, per account for same exhibited, the sum of		45.00	
To Madison Brown, auditor, for stating this account, the sum of		13.50	
To balance, net sales		1,116.89	
		$1,575.00	$1,575.00

September 23, 1936.

MADISON BROWN
Auditor.

Cause No. 3060.

The proceeds of the sales of the real estate of Minnie M. Thompson and others sold in the proceedings of this cause, in account with William R. Horney, the trustee appointed by the decree of this cause to make said sales.

DISTRIBUTION AMONG THE PARTIES

The distribution below is made subject to the Collateral Inheritance taxes, yet unpaid, due by the distributees.

CR.

By balance brought forward for distribution,
the sum of $1,116.89

DR.

Unto Minnie M. Thompson, the sum of. . . . . .$	85.92	
Unto William H. Jones, the sum of	85.92	
Unto James Jones, the sum of	85.92	
Unto Frank Jones, the sum of	85.92	
Unto Washington Jones, the sum of	85.92	
Unto Lucy Rowe, the sum of	85.92	
Unto Ella Dadds, the sum of	85.91	
Unto Martin Thomas, the sum of	85.91	
Unto Georgianna Collier, the sum of	85.91	
Unto John Thomas, the sum of	85.91	
Unto Jackson Thomas, the sum of.	85.91	
Unto Belle Thomas, the sum of	85.91	
Unto Glenn Thomas, the sum of	85.91	
	$1,116.89	$1,116.89

September 23, 1936.

MADISON BROWN,
Auditor.

Filed Sept. 24th, 1936.

NISI RATIFICATION OF AUDIT

Minnie M. Thompson, et al.	) IN THE CIRCUIT COURT
VS.	) FOR QUEEN ANNE'S COUNTY
James Jones, et al.	) IN EQUITY
	) CASE No. 3060.

ORDERED, This 24th day of September in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor,be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of October, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of October, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed September 24th, 1936.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Oct. 26, 1936.

NISI RATIFICATION OF AUDIT

MINNIE M. THOMPSON, ET AL.
vs.
JAMES JONES, et. al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3060.

ORDERED, This 24th day of September in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of October, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of October, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed--Sept. 24, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., October 26, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Minnie M. Thompson, et al. vs. James Jones, 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 1st. day of October, 1936, being more than two weeks before the 16th day of October, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

MINNIE H. THOMPSON, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
JAMES JONES, ET AL.	)	Cause No. 3060.

FINAL RATIFICATION OF AUDIT.

ORDERED, this 2nd. day of November, 1936, 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 therewith 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, except as hereinafter provided, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee.

It appearing that the collateral inheritance tax due the State of Maryland on the land sold in these proceedings has never been paid, the Trustee is directed, if he has not already done so, to cause the value of the land so sold in these proceedings to be ascertained as of the 23rd day of September, 1933, the date of the death of the life tenant, in accordance with law, and to pay to the Register of Wills of Queen Anne's County for the use of the State of Maryland, the amount of such tax found to be due, at the rate of 2½% on the appraised value of said land; and said Trustee is hereby authorized to deduct the amount of said tax and the costs incurred in determining the amount thereof proportionately from the amount distributed in the within audit to each distributee.

THOS. J. KEATING

Filed November 2nd. 1936.

CAUSE NO. 3064

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

LEVI THARP, ASSIGNEE,	IN THE
VS.	Circuit Court,
Daniel Spencer Tharp, and Margaret J. Tharp, his wife, and Harry J. Tharp, single man. Mortgagors.	for Queen Anne's County, In Equity, Cause NO.

To Mr. William H. Carter, Clerk of the Circuit Court for Queen Anne's County, in Equity:

Mr. Clerk:

Docket the above entitled case on your Chancery Docket; enter the appearance of J. H. C. Legg, as Attorney for the Assignee; make out and file in this case, a certified copy of the Mortgage from Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, to John Palmer Smith, dated 20th. day of May, 1935, and recorded in Liber W. H. C. NO. 2-A folios 308, one of the Land Record Books for said Queen Anne's County together with the assignment thereon from John Palmer Smith to the said Levi Tharp,

J. H. C. LEGG

February 5, 1936.

J. H. C. Legg, Attorney for Levi Tharp, Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
Filed February 28, 1937.

#17,436. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fourth day of January, in the year in the year nineteen hundred and thirty six, the following Mortgage and Assignment was brought to be recorded, to wit:

THIS MORTGAGE, Made this twentieth day of May in the year nineteen hundred and thirty-five, by Daniel Spencer Tharp and Margaret J. Tharp, his wife, of Kent County, Delaware, and Harry J. Tharp, Single man, of New Castle County, Delaware, but all the time of the execuyion of these presents of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Daniel Tharp and Margaret J. Tharp, and Harry J. Tharp have this day drawn and passed unto John Palmer Smith of Queen Anne's County, Maryland, their joint and several promissory note bearing even date herewith, payable at The Centreville National Bank of Maryland three months after date, with interest from date, with interest from date at the rate of 6 per cent per annum, to secure the payment of which said note and the interest to accrue thereon, these presents are executed, in order that the said John Palmer Smith may also have security for the money so loaned and advanced, in the sum of One Hundred and Forty Dollars and seven cents ($140.07).

NOW, THEREFORE, THIS MORTGAGE WITNESSETH THAT, in consideration of the premises and of the sum of One Dollar, the said Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single-man, do hereby grant and convey unto the said John Palmer Smith, his heirs and assigns, absolutely in fee simple, the following described real estate, to wit:-

Parcel No. 1. All that tract or a part of a tract of land situate and lying on the road leading from Keene's Cross Road to Ingleside and known by the name of "Goshen" or by whatsoever name or names the same may be called or known, situate in the First Election District of Queen Anne's County, Maryland, and situate also on the northwest side of said road leading from Kenne's Cross Road to Ingleside, bounded by the lands of Robert Jarrell (now the Joshua Derrickson Farm), the lands of William Jackson, formerly the Wessell land, and the lands of Charles Gibbs, containing ONE HUNDRED AND TEN ACRES OF LAND, more or less.

Parcel #2. All that lot or tract or parcel of land lying on the north or northwest side of the county road leading from Keene's Cross Roads to Ingleside, in the First Election Districe of Queen Anne's County, Maryland, near the former place, called and known as the Connaway or Tharp lands or whatsoever the same be called; Beginning in the aforesaid County road at the corner of R. B. Roberts or Richard Hynson lands where Levi Tharp once resided and runs as follows, to wit; North 37 deg. West, 57 perches; North 11 deg. West, 38 perches; then East 36 Perches to Robert Jarrell land; then South 9 deg. West 23 perches; then south 53 deg. West, 22 perches to a stone in a small pond; the corner of the Jarrell land; thence 10 deg. East 84 perches to the aforesaid County road; thence with same North 82 deg. East, 36 perches; thence North 59 deg. East, 53 perches to the place of beginning, containing FORTY-SIX AND ONE-HALF ACRES OF LAND, more or less.

The above two tracts containing in the aggreate ONE HUNDRED AND FIFTY-SIX AND ONE-HALF ACRES OF LAND, MORE OR LESS.

BEING the same land of which John Tharp died seised and possessed, testate, and which by last will andtestament he devised unto the said Harry J. Tharp and Daniel Spencer Tharp, as will appear by Item 1 and Item 2 of said will, said will being dated December 11, 1909, and recorded in Liber R. W. T. #1, folios 269, etc., a Will 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 buildinhs and improvements erected and being.

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

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns shall well and truly pay to the said Mortgagee, his executors, administrators or assigns the aforesaid sum of One Hundred and Forty --07/100--Dollars, and the interest to accrue thereon, when and as the same shall become due and payable, as represented by the aforesaid promissory note, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his her or their part to be perform, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, their heirs and assigns shall possess said property.

AND the said Mortgagors, for themselves and for their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred, in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof, in some Company or Companies approved by the said Mortgagee, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Mortgagee, his executors, administrators or assigns, or John Palmer Smith, their hereby 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 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 d ecree 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 ornot; and third, the balance to Mortgagors, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Mortgagee, his executors, administrators, or assigns, or John Palmer Smith, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time od 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 costs, expenses and commissions the said Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay,

Witness the hands and seals of the Grantors.

Daniel Spencer Tharp (SEAL)

TEST:

Margaret J. Tharp (SEAL)

George T. Hobby

Harry Tharp (SEAL)

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

I HEREBY CERTIFY, that on this 20th day of May, 1935, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single-man, the Mortgagors above named, and did each acknowledge the aforegoing Mortgage to be their respective act and deed.

And at the same time also before me personally appeared John Palmer Smith, and made oath in due form of law that the consideration stated in the aforegoing Mortgage to be true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

George T. Hobby
Notary Public

Notary
Public
Seal.

For value received, I do hereby transfer and assign the within and aforegoing Mortgage unto Levi Tharp, without recourse or guarantee.

Witness my hand and seal this 4th. day of January, 1936.

John Palmer Smith (SEAL)

WITNESS:-

Roland A. Morris

I hereby certify that the aforegoing was truly taken and copied from liber W. H. C. No. 2A folio 308 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 28th. day of February, 1936.

Seal's
Place.

WILLIAM H. CARTER Clerk.

CERTIFIED COPY OF BOND
Filed Feb. 27, 1936.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the 27th. day of February in the year nineteen hundred and thirty Six, the following Bond was filed for record to wit:-

Know All Men By These Presents, that we, Levi Tharp, of Middletown, in the State of Delaware, and the Glenn Falls Indemnity Company, of Glens Falls New York, a body corporate, duly created by and existing under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of one thousand dollars, lawful money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally firmly by these presents,

Sealed with our seals and dated this Twenty Six day of February, in the year nineteen hundred and thirty six.

WHEREAS Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, by a mortgage dated the 20th., day of May, in the year nineteen hundred and thirty five, and recorded in Liber W. H. C. No. 2-A-folios 308, etc., a Land Record Book of Queen Anne's County, Maryland, did convey certain lands therein specified and described, to secure the payment of the sum of One Hundred and Forty Dollars and seven cents, unto John Palmer Smith; and

WHEREAS said Mortgage has been duly assigned unto the said Levi Tharp, who as the assignee of the said Mortgage, is about to make sale of the real estate described in said Mortgage because default has heretofore occurred and now exists in the terms, covenants, and conditions of said mortgage, by reason of the non-payment of the mortgage debt named therein, now over due, and by reason of the non payment of the intersection said debt, said interest being overdue and in arrears.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Levi Tharp, do and sgall well and faithfully abide by and perform andfulfill 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; therwise to be and remain in full force, and effect and virtue in law.

Signed, Sealed and
delivered in the presence
of as to Levi Tharp
Mary Tharp

Levi Tharp (SEAL)

The Flens Falls Indemnity Company, of
Glens Falls, New York, a body corporate,
by J.H.C. Legg its Attorney in Fact.

and as to Glens Falls Indemnity Company, a body corporate,
As to Bonding Co. by Mr. J.H.C. Legg
B. Hackett Turner

Corp.
Seals
Place.

And on the back of the aforegoing Bond was thus endorsed to wit:
Security approved and Bond filed February 27th. 1936.
Wm. H. Carter Clerk.

I hereby certify that the aforegoing was truly taken and copied from Liber B. H. T. NO. 1 folio 387 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 10th. day of March 1936.

Seal's
Place.

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed Feb. 29, 1936.

Levi Tharp,
Assignee,

VS.

Daniel Spencer Tharp,
and Margaret J. Tharp, his wife,
and Harry J. Tharp, single man.

IN THE CIRCUIT COURT

OF

Queen Anne's County, In
Equity, Caue No.

To the Honorable, the Judges, of said Court:

The report of Levi Tharp., Assignee of the Mortgage hereinafter mentioned, unto Your Honors, respectfully sets forth:

That prior to the time of the sale hereinafter mentioned default had occurred, and existed at the time of the said sale, in the covenants, conditions, and terms of the mortgage from Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, to John Palmer Smith, dated 20th. day of May, 1935, and recorded in Liber W. H. C. NO. 2-A-folios 308 etc., a land record book of said Queen Anne's County, State of Maryland, by reason of the non-payment of the Mortgage principal debt secured by said mortgage and named therein and certain interest due thereon at the times named in said mortgage for the payment of the same, and that the said mortgage became duly assigned unto the said Levi Tharp by assignment duly made on said Mortgage.

That prior to the time of the sale hereinafter mentioned, the said Levi Tharp filed with the Clerk of the Circuit Court for Queen Anne's County, in Equity, the BOND required by law of him as a condition precedent to the exercise of the power of sale contained in said Mortgage in case of default in the terms of said Mortgage; the said BOND is given to the State of Maryland, and was accepted and approved by said Clerk.

That prior to the day of sale hereinafter mentioned the said Levi Tharp, as assignee of said mortgage, caused notice of the time, place, manner and terms of sale to be given for more than TWENTY Days(making four insertions) to be given by advertisement in The Queen Anne's Record, a newspaper printed and published in Queen Anne's County, Maryland, each week for four successive weeks, that a copy of said advertisement duly certified to by the publishers of said newspaper is filed herewith as a part hereof.

That pursuant to the said advertised notice of sale, the said Levi Tharp did attend together with his Solicitor in front of the Court House Door in the Town of Centreville, in said Queen Anne's County, Maryland, on Saturday, February 29th. 1936, at the hour of 2-30-O'Clock P. M. and then and there proceeded to make sale of the mortgaged property because of said default, in the following manner:

He first offered at public sale, after reading the advertisement of sale, Parcel NO. 1 of the Mortgaged Property, reserving the right to withdraw it, and offer it with Parcel NO. 2 of the Mortgaged property, if it did not bring sufficient money to cover the Mortgage debt interest and costs, and which is described as follows, TO WIT: Parcel NO. 1. All that Tract or part of a tract of land situate, and lying on the road leading from Keene's Cross Roads to Ingleside, and known by the name of "GOSHEN" or by whatsoever name or names the same may be called or known, situate,

in the First Election District of Queen Anne's County, Maryland, and situate also on the Northwest side of said road leading from Kenne's Cross Roads to Ingleside bounded by the lands of Robert Jarrell (now the Joshua Derrickson Fram) the lands of William Jackson, formerly the Wessell Land, and the lands of Charles Gibbs, containing 110 acres of land, more or less, and after crying it some time he received a bid for the same of $200.00 he withdrew the same announcing that he would offer it again with Parcel NO. 2 He then Secondly offered Parcel NO. 2 of the Mortgaged property, reserving the right to offer it with Parcel NO. 1, and sell the same as a whole, if there is an advance, when offered as a whole Parcel NO. 2 being described as follows, to Wit: All that Lot or tract or percel of land lying on the North or Northwest side of the County road leading from Kenne's Cross Roads to Ingleside, in the First Election District of Queen Anne's County, Maryland, near the former place, called and known as the "Connaway" or "Tharp Lands", or by whatsoever the same may be called; Beginning in the aforesaid County Road at the corner of the R. B. Roberts or Richard Hynson lands, where Levi Tharp once resided and runs as follows, To WIT: North 37 degrees West, 57 perches; North 11 degrees West, 38 perches; then East, 36 perches to Robert Jarrell Land; then South 9 degrees West, 23 perches; then South 53 degrees West, 22 perches to a stone in a small pond, the corner of the Jarrell land; then South 10 degrees East, 84 perches to the aforesaid County Road, thence with same North 82 degrees East, 36 perches; then North 59 degrees East, 53 perches to the place of Beginning, containing 46 and 1/2 acres of land more or less, improved by a dwelling house and other buildings, and cried the sale of same for some time, and received a bid for same of $150.00. He then Thirdly offered the Two Parcels above described as NO 1 and NO. 2, containing in the aggregate 156 and 1/2 Acres of Land more or less, together, as a whole, and after crying the same for some considerable time, then and there sold said property as a whole, and as described in the aforesaid mortgage unto Levi Tharp he being then and there the highest bidder therefor, at and for the sum of Five Hundred and Fifty Dollars, and this being in excess of the amount bid in separate parcels, he sold the same to the said Levi Thap, and, the purchaser states that he will pay for this property upon the final ratification of the sale by this Honorable Court.

All of which is respectfully submitted by

LEVI THARP
Assignee-Vendor.

J. H. C. LEGG
Attorney for Assignee.

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

I hereby certify that on this Twenty-Ninth day of February, in the year, nineteen hundred and thirty six, before me the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Levi Tharp, Assignee-Vendor-above named, and he did make oath in due form of Law that the matters and things set forth in the aforegoing report of Sale, are true as therein stated to the best of his knowledge and belief, and that the sale was fairly and bona fide made.

WILLIAM H. CARTER
Clerk of the Circuit Court for
Queen Anne's County, in Equity.

Filed February 29th, 1936.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed February. 29th, 1936.

MORTGAGE SALE
OF
REAL ESTATE

Default having occurred in the terms of a Mortgage from Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, to John Palmer Smith, dated 20th day of May, in the year, nineteen hundred and thirty-five, and recorded in Liber W. H. C. 2-A-folios 308, a Land Record Book for Queen Anne's County, Maryland, and assigned to the undersigned, which said assignment is recorded at the foot of the aforesaid Mortgage in the aforesaid Liber, the undersigned as the assignee of said Mortgage in execution of the power of sale contained therein, 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, FEB. 29, 1936 at 2:30 o'clock P. M. All of the Real Estate described in the aforesaid Mortgage, as follows, TO WIT:

PARCEL NO. 1--All that tract or Part of a Tract of land situate, and lying on the road leading from Kenne's Cross Roads to Ingleside, and known by the name of "GOSHEN" or by whatsoever name or names the same may be called or known, situate in the First Election District of Queen Anne's County, Maryland, and situate also on the Northwest side of saidroad leading from "Kenne's Cross Roads" to Ingleside, bounded by the lands of Robert Jarrell, (now the Joshua Derrickson Farm) the lands of William Jackson, formerly the Wessell land, and the lands of Charles Gibbs, containing 110 Acres of Land, more or less.

PARCEL NO. 2--All that lot or tract or parcel of land lying on the North or Northwest side of the County road leading from Keene's Cross Roads to Ingleside, in the First Election District of Queen Anne's County, Maryland, near the former place, called and known as the "Connaway" or Tharp lands, or whatsoever the same be called; Beginning in the aforesaid County road at the corner of the R. B. Roberts or Richard Hyson lands where Levi Tharp once resided and runs as follows, to WIT: North 37 degrees West, 57 perches; North 11 degrees West, 38 perches; then East, 36 perches to Robert Jarrell Land; then South 9 degrees West, 23

perches; then South 53 degrees West, 22 perches to a stone in a small pond, the corner of the Jarrell land; thence South 10 degrees East, 84 perches to the aforesaid County Road; thence with same North 82 degrees East, 36 perches; then North 59 degrees East. 53 perches to the place of BEGINNING, containing 46 and 1/2 Acres of land, more or less. Improved by a Dwelling House and other buildings.

The above 2 tracts containing in the aggregate 156 and 1/2 acres of land, more or less; being the same land of which John Tharp died, seized and possessed, Testate, and which by his last will and testament he devised unto the said Harry J. Tharp and Daniel Spencer Tharp, as will appear by item 1 and item 2 of said will, said will being dated December 11, 1909, and Recorded in Liber R. W. T. No. 1 folios 269, etc., A Will Record Book for Queen Anne's County, aforesaid.

TERMS OF SALE: Cash on the day of Sale.

LEVI THARP,
Assignee of Mortgage.

J. H. C. LEGG, Attorney
for Assignee.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

Feb. 29, 1936

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the annexed advertisement in the case of Levi Tharp, Assignee VS Daniel Spencer Tharp, Margaret J. Tharp and Harry J. Tharp, 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 6th day of February, 1936, being more than twenty days before the 29th day of February 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By Wm. E. Grose

N I S I

Levi Tharp, Assignee	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, Single man	)	IN EQUITY
	)	CHANCERY NO. 3064.

ORDERED, This 29th day of February A. D., 1936, that the sale of Real Estate made and reported in this cause by Levi Tharp, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of April next.

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

WILLIAM H. CARTER Clerk.

Filed February 29th, 1936.

STATEMENT OF MORTGAGE DEBT.
Filed April 12, 1937.

Levi Tharp, Assignee,	IN THE
VS.	Circuit Court
Daniel Spencer Tharp, and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, Mortgagors.	for Queen Anne's County in Equity, Cause No. 3064.

Statement of Mortgage Debt.

Amount of the mortgage debt due under the Mortgage from Daniel Spencer Tharp, and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, to John Palmer

Smith, dated the 20th. day of May, 1935 and recorded in Liber W. H. C. NO. 2-A-folios 308 etc., one of the Land Record Books for Queen Anne's County, Maryland, and assigned to Levi Tharp, on the 4th. day of January, 1936, which assignment is recorded at the foot of the aforesaid Mortgage, in the aforesaid Liber,

Principal Debt due	$140.07
Interest from May 20th. 1935 to February 29th. 1936 being 9 months, and 9 days, at 6%	6.80
Commissions called for in the note, which this mortgage was given to secure,	14.69
Amount due on day of Sale, February 29th. 1936.	$16156

State of Delaware, New Castle County, TO WIT:

I hereby certify that on this 9th day of April, in the year nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, aforesaid, personally appeared LEVI THARP, Assignee of the Mortgage mentioned, and set out above, and made oath in due form of Law, that the aforegoing is a true statement of the Debt due under the mortgage mentioned above on the day of sale mentioned above, to the best of his knowledge and belief.

In Testimony-whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

BENJAMIN VINTON
Notary Public

My commission expires 1/16/38

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF THE ORDER NISI
Filed April 12, 1937.

N I S I

LEVI THARP,
Assignee
vs.
DANIEL SPENCER THARP and
MARGARET J. THARP, his wife,
and HARRY J. THARP, Single
Man.

In The Circuit Court For Queen Anne's County, In Equity. Chancery No. 3064.

ORDERED, This 29th day of February, A. D., 1936, that the sale of Real Estate made and reported in this cause by Levi Tharp, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of April next.

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

WILLIAM H. CARTER, Clerk
True Copy--
Test:
WILLIAM H. CARTER, Clerk
Filed February 29th, 1936.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

April 12-1937

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of Levi Tharp Assignee, vs. Daniel Spencer Tharp, and Margaret J. Tharp, his wife and Harry J. Tharp 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 5th day of March 1936, being more than four weeks before the 6th day of April 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.
By ROY H. WILSON

PETITION TO HAVE MORTGAGE RECORDED
Filed April 20th, 1937.

LEVI THARP, ASSIGNEE,	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
VS.	)	IN EQUITY.
	)	
DANIEL SPENCER THARP AND	)	
MARGARET J. THARP, HIS WIFE, AND	)	
HARRY J. THARP, SINGLE MAN.	)	CHANCERY # 3064.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Levi Tharp, Assignee of the mortgage described in these proceedings, which is a mortgage from Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, to John Palmer Smith dated May 20, 1935, and recorded in Liber W H C 2-A, folio 308, etc., a land record book for Queen Anne's County, respectfully shows unto your Honors

1.--That the aforesaid mortgage was assigned by John Palmer Smith unto your petitioner on the fourth day of January, 1936.

2.--That the aforesaid mortgage, which was duly executed according to law on the thirtieth day of May, 1935, and which bears said date, was not recorded until the fourth day of January, 1936, as will appear by reference to the Clerk's certified copy thereof, being more than six months after the date of execution thereof.

3.--That in accordance with Article 16, section 35 of the Code of Public General Laws of the State of Maryland your petitioner desires to apply to this Honorable Court to have the aforesaid mortgage recorded or, more properly, to ratify and confirm the recording thereof as of the date upon which same was actually recorded, to wit: January 4, 1936.

4.--That more than six months have elapsed since the recording of said mortgage as aforesaid on January 4, 1936, and no creditors of the mortgagors have taken any proceedings against said mortgagors or the mortgaged property to apply said property to the payment of any such creditors and your petitioner files herewith a certificate from the Clerk of this Honorable Court to this effect.

5.--That the failure to record said mortgage within six months of the date of execution thereof was not due to any fraudulent intent upon the part of your petitioner or any of the other parties to the aforesaid mortgage.

WHEREFORE your petitioner prays your Honors to pass an Order ratifying and confirming the recording of the aforesaid mortgage as of January 4, 1936, to the extent that same shall be and remain a good and valid lien on the mortgage premises from and after the said date of January 4, 1936.

Respectfully submitted,

LEVI THARP (ASSIGNEE)
PETITIONER.

We, the undersigned, Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single man, mortgagors, do hereby certify that we have read the aforegoing petition of Levi Tharp and believe the facts thereinn stated to be true and do hereby assent to the passing of the order prayed for therein.

DANIEL SPENCER THARP

MARGARET J. THARP

HARRY J. THARP

WITNESS:

WM. J.J. MANNING

HARRY J. THARP
MORTGAGORS.

ORDER OF COURT
Filed April 22, 1937.

ORDERED this 21st day of April in the year 1937, upon the aforegoing petition and assent by The Circuit Court for Queen Anne's County, in Equity, that the prayer in said be and hereby is granted.

THOS. J. KEATING

Filed April 22nd, 1937.

ORDER OF COURT
Filed April 22, 1937.

FINAL ORDER OF RATIFICATION.

ORDERED, this 21st day of April, in the year nineteen hundred and thirty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, that the sales of the mortgaged real estate and property made by Levi Tharp, assignee of Mortgage mentioned in the aforegoing report

of sale and in said report of sale descrined, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the Order Nis heretofore passed in said Cause in relation to the said report and sale, and, although the said mortgage was not recorded within six months after the date thereof and although the authority of this Court was not procured for the recording thereof at time same was filed for record among the Land Records of Queen Anne's County, nevertheless upon the petition of the Assignee of Mortgage and the assent of the Mortgagors heretofore filed herein, the same shall be and hereby is ordered recorded nunc protunc; and the Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS. J. KEATING

Filed April 22nd, 1937.

PETITION
Filed May 1, 1937.

LEVI THARP, ASSIGNEE,	)	IN THE CIRCUIT COURT FOR
VS.	)	QUEEN ANNE'S COUNTY, IN
DANIEL SPENCER THARP, AND MARGARET J. THARP, HIS WIFE, AND HARRY J. THARP, SINGLE MAN.	)	EQUITY.
	)	CHANCERY #3064.

TO the Honorable, the Judges of said Court:

The petition of Levi Tharp, Assignee, by Thomas J. Keating, Jr., his Attorney, respectfully shows unto your Honors:

1-That, as will appear by the report of sale heretofore filed in this cause, your Petitioner became the purchaser of the real estate sold herein.

2-That your Petitioner is advised that it will be necessary to have someone, other than your Petitioner, appointed to make conveyance of said real estate unto him as purchaser, upon payment of the purchase money therefor.

Wherefore your Petitioner prays your Honors to pass an order appointing someone as Trustee to convey unto Your Petitioner by Deed to be properly executed and acknowledged according to law, the real estate sold in this cause by your Petitioner as Assignee and purchased by him as aforesaid.

Respectfully submitted,

THOS. J. KEATING JR.
Attorney for PETITIONER.

Filed May 1st. 1937.

ORDER OF COURT
Filed May 3, 1937.

ORDER OF COURT.

Upon the aforegoing petition of Levi Tharp, Assignee, it is, by the Circuit Court for Queen Anne's County, in Equity, ordered this First day of May 1937, that Thos. J. Keating, Jr. be and he is hereby appointed Trustee in this cause to convey the real estate sold herein unto Levi Tharp, purchaser, by Deed to be executed and acknowledged according to law. The trustee hereby appointed to make the conveyance shall not be requested to file bond.

THOS. J. KEATING

Filed May 3, 1937.

REPORT AND ACCOUNT OF THE AUDITOR
Filed November 16, 1937.

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

Levi Tharp, Assignee,	)	
vs.	)	Cause No. 3064.
Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single, man.	)	

To the Honorable, the Judges of said Court:

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

That these proceedings were instituted for the collection of a mortgage debt by foreclosure of the mortgage described in this cause and the proceeds of the sale are more than sufficient to pay all costs incident to the sale, taxes in arrears and the mortgage debt.

That in the within account stated by the auditor Levi Tharp assignee of the mortgage and the party as such making the mortgage sale, is charged with the gross amount of the sale made and reported by him per his report filed in the cause and the auditor has then thereout allowed as follows, to wit:
Unto Levi Tharp as the party making the sale the commissions on the gross sale provided for by the mortgage, the court costs incident to these proceedings, the cost of advertising notices of the sale and the order nisi on the sale, the cost of the bond filed in the cause by the vendor, the charges of his auctioneer for crying the sale, the cost of advertising the audit nisi to be passed as to this account, state and county taxes on the property sold for the years 1932, 1933, 1934 and 1935 and the fee of the auditor.
Unto Levi Tharp as assignee of the mortgage is allowed the full amount of his mortgage claim due on the day of the sale per statement of the mortgage debt filed in this cause.
unto Daniel Spencer Tharp and Harry J. Tharp, the parties making the mortgage mentioned, the balance of the gross sales remaining after the allowances above mentioned thereout.

Mr. Keating, the attorney now representing Levi Tharp, when requesting the audit gave the auditor the vouchers for the allowances mentioned inclusive of the four tax bills mentioned above and in the within account. These tax bills are made out in the name of Levi Tharp instead of being made out in the names of the two men making the mortgage, to wit: Daniel Spencer Tharp and Harry J. Tharp. The auditor has ascertained from an examination of the tax assessment books in the office of the County Commissioners that there is no property assessed in the name of the mortgaggors, but there is assessed and has been for a number of years in the name of Levi Tharp property which apparently answers the description of the mortgaged property sold. The assessment book shows that the number of acres assessed is 156 and the mortgage conveys 156½ acres. Mr. Keating has stated to the auditor that the tax bills mentioned represent taxes due upon the mortgaged real estate for these reasons the auditor has allowed them.

Which is respectfully submitted.

MADISON BROWN
AUDITOR.

November 16, 1937.

Cause No. 3064.

The proceeds of the sale of the mortgaged real estate of Daniel Spencer Tharp and Harry J. Tharp, mortgagors, making the mortgage mentioned in this cause, in account with Levi Tharp, assignee of said mortgage and the person making the sale of this cause under the terms of said mortgage.

	CR.	
1936 Feb. 29	By gross amount of the sale mentioned, per report of sale filed, to wit:	$550.00

	DR.		
1936 Feb. 29	To Levi Tharp, the person making the sale of this cause, for his commissions for so doing, per terms of the mortgage, the sum of		$ 38.25
	To do., for the court costs of this cause paid the Clerk of the Court per statement of Clerk as follows:		
	Appearance fee of plaintiff's atty.	$10.00	
	Costs of said Clerk,	21.50	31.50
	To do., for costs of advertising the notices of the sale and the order nisi on sale in county newspaper, per accounts for same, receipted, exhibited, to wit: sum of		30.88
	To do., for the costs of the vendor's bond filed herein paid to the corporate surety on said bond, per 2 accounts for same, receipted, exhibited, to wit: sum of		20.00
	To do., for amount paid his auctioneer, J. E. Anthony, for crying the sale made, per account for same receipted, exhibited, to wit: sum of		5.00
	To do., for the costs of advertising in county newspaper the order nisi to be passed as to this account, the sum of		3.50

To do., for state and county taxes paid by him on March 24, 1936 (and interest thereon) levied against the land sold			
for year 1932 per tax statement,	$49.89		
receipted,			
for year 1933	33.08		
per tax account receipted,			
for year 1934	31.71		
per tax account receipted,			
total amount of these taxes,	$114.68	114.68	
To amounts carried forward		$243.71	$550.00

Cause No. 3064.

The proceeds of the sale of the mortgaged real estate of Daniel Spencer Tharp and Harry J. Tharp, mortgagors, making the mortgage mentioned in this cause, in account with Levi Tharp, assignee of said mortgage and the person making the sale of this cause under the terms of said mortgage.

1936 Feb. 29		DR.	CR.
	By amounts brought forward.	$243.81	$550.00

DR.

To Levi Tharp, the person making the sale of this cause, for state and county taxes paid by him on April 8, 1936 levied against the land sold for year 1935 per tax account receipted, exhibited, the sum of	30.62	
To Madison Brown, auditor, for stating this account, the sum of	9.00	
	$283.43	
To Levi Tharp, assignee of the mortgage in full of the amount due him under the mortgage on the day of sale, the sum of	161.56	
	$444.99	
To balance	105.01	
	$550.00	$550.00

Distribution of Above Balance.

CR.

By balance, the net proceeds of the mortgage sale $105.01

DR.

To Daniel Spencer Tharp and Harry J. Tharp, the parties who made the mortgage mentioned above, is distributed this balance, ... 105.01

November 16, 1937.

MADISON BROWN
Auditor.

Filed Nov. 16th, 1937.

NISI RATIFICATION OF AUDIT

Levi Tharp, Assignee	) IN THE CIRCUIT COURT
VS.	) FOR QUEEN ANNE'S COUNTY
Daniel Spencer Tharp and Margaret J. Tharp, his wife, and Harry J. Tharp, single man	) IN EQUITY
	) CASE NO. 3064.

ORDERED, This 16th day of November 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 10th day of December, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 3rd day of December, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

Filed November 16th, 1937.

CAUSE NO. 3071.

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

DAVID D. TAYLOR, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
WILLIAM J. PINDER, Mortgagor.	)	Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from William J. Pinder, to James T. Bright, bearing date the 18th day of December, 1922, and recorded in Liber J. F. R. No. 10, folios 111, etc., a land record book for Queen Anne's County, Maryland, and of the assignment thereof from the said James T. Bright, to David D. Taylor, bearing date the 19th day of December, 1922, and recorded at the foot of said mortgage.

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.,

DAVID D. TAYLOR
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
Filed April 1, 1936.

#9728. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of December, in the year nineteen hundred and twenty two, the following Mortgage and assignment was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Eighteenth day of December in the year nineteen hundred and twenty two, by William J. Pinder of Queen Anne's County, in the State of Maryland

WHEREAS, The said William J. Pinder is justly indebted unto James T. Bright in the full and just sum of six hundred dollars of money this day loaned to the said William J. Pinder by James T. Bright to be repaid to the said James T. Bright by William J. Pinder in two years from the date of this mortgage with interest at the rate of six per cent per annum, payable semi-annually.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the further consideration of one dollar the said William J. Pinder does hereby grant and convey unto James T. Bright his heirs and assigns, in fee simple, the hereinafter described real estate; ALL that lot, piece, parcel or tract of land situate lying and being in the seventh election district of Queen Anne's County in the State of Maryland, adjoining the lands of Joe Pinder on the south, and west, Edward Taylor on the east, Aaron Spencer and Mollie Tilghman on the north (the Tilghman land is now the Lambden land) and containing eleven acres of land more or less. Being the same tract of land which was conveyed unto the said John S. Green by William Green, by deed dated the 5th day of May in the year nineteen hundred and eight, and recorded in Liber S. S. #4 folio 466, a Land Record Book for Queen Anne's County, to which Deed and the reference therein contained, reference is hereby made for a more full and perfect description of the property made for a more full and perfect description of the property hereby 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 Mortgagee, his executors, administrators or assigns, shall well and truly pay to the said Mortgagor, his successors, executors, administrators or assigns, the aforesaid sum of Six Hundred Dollars ($600.00),

and the interest to accrue thereon, when and as the same shall become due and payable, as above set forth, and shall perform all the covenants, conditions and agreements herein on his part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagor, his heirs and assigns, shall possess said property.

AND the said Mortgagor, for himself and for his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levid or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mortgagee, 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 Mortgagee, 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, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the Mortgagor, or whoever may be entitlted to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Mortgagee, his executors, administrators, 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 Annes County, in Equity, and which said costs, expenses and commissions the said Mortgagor, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the Mortgagor.

TEST:- WILLIAM J. PINDER (SEAL)

J. W. ANDERSON

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

I HEREBY CERTIFY, that on this 18thday of December, 1922, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William J. Pinder, and acknowledged the aforegoing Mortgage to be his act and deed.

J. W. ANDERSON J. P.
JUSTICE OF THE PEACE.

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

I HEREBY CERTIFY, that on this 18th day of December, 1922, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Bright, the Mortgagee above named, and made oath in due form of law that the consideration stated in the aforegoing Mortgage to be true and bona fide as therein set forth.

J. W. ANDERSON
JUSTICE OF THE PEACE.

For Value Received I do hereby assign the within and aforegoing Mortgage unto David D. Taylor,

Witness my hand and seal this nineteenth day of December in the year nineteen hundred and twenty two.

Test: J. Lemuel Roberts JAMES T. BRIGHT (SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 10, folios 111, 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 April, in the year nineteen hundred and thirty six.

Seal's Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND
Filed April 29, 1936.

Queen Anne's County, to wit: Be it remembered that on the 29th. day of April in the year 1936, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, David D. Taylor, of Queen Anne's County, State of Maryland, as principal and A. Gertrude Taylor and George W. Taylor, of Queen Anne's County aforesaid, as sureties, 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, ir its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, in the whole and for the whole, jointly and severally by these presents, sealed with our seals and dated this 29th day of April, 1936:

WHEREAS, a certain mortgage from William J. Pinder to James T. Bright bearing date the 18th day of December, 1922, and recorded in Liber J.F.R. No. 10, folios 111, etc., a land record book for Queen Anne's County aforesaid, was by the said James T. Bright duly assigned to the said David D. Taylor, by assignment bearing date the 19th day of December, 1922, and recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden David D. Taylor, as the Assignee of the above described mortgage as aforesaid, is about to execute the power of sale contained in the said above described mortgage by making sale of the real estate 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 David D. Taylor, 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 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:

David D. Taylor (Seal)
Principal.

A. Gertrude Taylor (Seal)

George W. Taylor (Seal)
Sureties.

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

Security approved and Bond filed April 29th. 1936.

William H. Carter
Clerk

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

I hereby certify that the aforegoing was truly taken and copied from Liber B. H. T. No. 1 folio 394, a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe My name and affix the Seal of the Circuit Court for Queen Anne's County, this 21st. day of August, 1936.

WILLIAM H. CARTER
Clerk

REPORT OF SALE
Filed May 4, 1936.

DAVID D. TAYLOR, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
WILLIAM J. PINDER, Mortgagor.	)	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David D. Taylor, Assignee of the Mortgage from William J. Pinder to James T. Bright, bearing date the 18th day of December, 1922, and recorded in Liber J. F. R. No. 10, folios 111, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was assigned by the said James T. Bright to the said David D. Taylor by assignment bearing date the 19th day of December, 1922, and recorded among said land records at the foot of said mortgage.

2. 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.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in The Centreville Observer, a newspaper printed in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee did, pursuant to said notice, attend in front of the banking house of The Sudlersville Bank of Maryland, in the town of Sudlersville, Queen Anne's County, Maryland, on Saturday, the 2nd day of May, 1936, beginning at the hour of 2 o'clock P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case ofdefault in the terms thereof, proceed to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said Mortgage and described as follows, to wit:

ALL that lot, piece, parcel or tract of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, adjoining the land of Joe Pinder on the south, and west, Edward Taylor on the east, and Aaron Spencer and Mollie Tilghman on the north (the Tilghman land is now the Lambden land), and containing 11 acres of land, more or less;

And said Assignee sold the above described property to himself for the sum of One Hundred Dollars ($100.00), he being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertied as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part thereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court, subject to the occupancy of Bertha Pinder for the remainder of the current year.

(b) That the purchaser would be entitled to receive the landlord's share of all crops, if any, grown on said tract of land during the current year.

(c) That all taxes of whatsoever kind and nature now due and in arrear, if any, would be payable by the Assignee; and that the taxes for the year 1936 would be payable by the purchaser.

(d) And that the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser would be payable by the purchaser.

4. That the said purchaser has not yet complied with the terms of sale but will do so by paying all costs and expenses incident to the foreclosure proceedings, including all taxes due and in arrear, if any, he being the real owner of the aforesaid mortgage.

Respectfully submitted,

DAVID D. TAYLOR
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 4th day of May, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared David D. Taylor, Assignee of the mortgaged mentioned and described in the aforegoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Filed May 4th, 1936.

WM. H. CARTER
Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 4, 1936.

ASSIGNEE'S SALE
of a Valuable

TRACT OF LAND

Default having occurred in the mortgage from William J. Pinder to James T. Bright, dated December 18, 1922, and recorded in Liber J. F. R. No. 10, folios 111, etc., a land record book for Queen Anne's County, Maryland, which said mortgage has been duly assigned to David D. Taylor, 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 banking house of The Sudlersville Bank of Maryland, in the town of Sudlersville, Queen Anne's County, Maryland, on SATURDAY, MAY 2nd, 1936 beginning at the hour of 2.00 o'clock P. M., the property conveyed by said mortgage, to wit:

ALL that lot, piece, parcel or tract of land, situate, lying and being in the Seventh Election District of Queen Anne's County, in the State of Maryland, adjoining the lands of Joe Pinder on the south and west, Edward Taylor on the east, Aaron Spencer and Mollie Tilghman on the north and containing 11 acres of land, more or less.

The property is unimproved.

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 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 by notes or otherwise to the satisfaction of the undersigned. Further particulars on day of sale.

DAVID D. TAYLOR,
Assignee of Mortgage.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., May 4, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale of Valuable Tract of Land in the case of David D. Taylor vs. William J. Pinder 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 2nd day of April, 1936, being more than twenty days before the 2nd day of May 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Evelyn Connolly

NISI

David D. Taylor Assignee of Mortgage vs. William J. Pinder Mortgagor.	)))))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 3071.

ORDERED, This 4th. day of May A. D., 1936, that the sale of Real Estate made and reported in this cause by David D. Taylor, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of June next.

The Report states the amount of sales to be $100.00.

Filed May 4th 1936. WILLIAM H. CARTER Clerk

STATEMENT OF MORTGAGE DEBT
Filed July 22, 1936.

DAVID D. TAYLOR, Assignee of Mortgage, vs. WILLIAM J. PINDER, Mortgagor.	))))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3071.

STATEMENT OF MORTGAGE DEBT.

Statement of the mortgage debt, as of the day of sale of the real estate made and reported in the above entitled cause under the mortgage from William J. Pinder to James T. Bright, (and assigned by James T. Bright to the said David D. Taylor), bearing date the 18th day of December, 1922, and recorded in Liber J. F. R. No. 10, folios 11, etc., a land record book for Queen Anne's County, State of Maryland:

Amount of the principal mortgage debt as of the 2nd day of May, 1936, (the day of sale), as evidenced by said mortgage attached hereto, to wit: the sum of----------	$ 600.00
Amount of interest due on said mortgage from the 18th day of June, 1930, (the date to which it was last paid), to the said 2nd day of May, 1936, (the said day of sale) to wit: the sum of----------	211.40
Amount of the taxes paid on the mortgaged property by said Assignee, to wit: the sum of----------	18.19
Total amount of the mortgage debt as above set forth,----------	$ 829.59

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

I HEREBY CERTIFY that on this 22nd day of July, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared David D. Taylor, the within named Assignee of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk.

Filed July 22nd, 1936.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed August 21, 1936.

N I S I

DAVID D. TAYLOR, Assignee
of Mortgage

vs.

WILLIAM J. PINDER, Mortgagor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3071

ORDERED, This 4th day of May A. D., 1936, that the sale of Real Estate made and reported in this cause by David D. Taylor, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of June next.

The Report states the amount of sales to be $100.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed-May 4, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., August 21, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of David D. Taylor, Assignee of Mortgage vs. William J. Pinder, 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 21st day of May 1936, being more than four weeks before the 9th day of June, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

Filed Aug. 21, 1936.

ORDER OF COURT
Filed Aug. 25, 1936.

DAVID D. TAYLOR, Assignee of Mortgage,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
WILLIAM J. PINDER, Mortgagor.	Cause No. 3071.

ORDERED, this 22nd day of August, 1936, 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 David D. Taylor, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the previous Order Nisi passed in this cause on the 4th day of May, 1936; and the said David D. Taylor, Assignee of Mortgage as aforesaid, is allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which he shall produce vouchers to the Auditor of this Court.

It appearing that David D. Taylor, the party making the sale reported in this cause, is the purchaser of the property reported sold, it is, therefore, FURTHER ORDERED that William R. Horney, of Queen Anne's County, Maryland, be and he is hereby appointed Trustee, without the necessity of giving bond, to convey the property reported sold to David D. Taylor unto the said David D. Taylor, provided that before said property shall beconveyed by said William R. Horney, Trustee, he, the said Trustee, shall be satisfied that the purchase money named in the Report of said sale has been fully paid.

THOS. J. KEATING

Filed Aug. 25th, 1936.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Sept. 14, 1936.

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

David D. Taylor, Assignee of Mortgage,	(	
vs.	)	Cause No. 3071.
William J. Pinder, Mortgagor.	(	

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause were had for the collection of a mortgage debt by sale of the mortgaged property by David D. Taylor, the assignee of the mortgage, which is describe_ in this cause and the proceeds of the sale are not enough to pay the cost of the proceeding and the mortgage debt.

David D. Taylor, said assignee, is the vendor and in the within account which has been stated by the Auditor he is charged with the gross amount of the sale made by him and then thereout the auditor has allowed him as follows:
His commissions for the making the sale, the Clerk's costs of the cause, the cost of advertising notice of sale and the several orders nisi of the cause, the charges of his auctioneer for selling the land, the fee of the auditor.
The balance remaining after these allowances is the net proceeds of the cause and is by the within account distributed unto the said David D. Taylor on account of the mortgage debt.

The auditor has stated and attaches herewith an account showing the balance due by the mortgagor to said assignee after the application to the debt due on day of sale of the said net proceeds of the sale.

Which is respectfully submitted.

MADISON BROWN
Auditor.

Filed Apr. 25th, 1936.

Cause No. 3071.

The proceeds of the sale of the mortgaged real estate of William J. Pinder sold in the proceedings of this cause under the mortgage herein described in account with David D. Taylor, the assignee of the said mortgage, and the vendor thereunder of said real estate.

1936	CR.		
May 2	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		$100.00
" "	DR.		
	To David D. Taylor, the party selling said real estate, for his commissions for so doing, per terms of said mortgage, the sum of	$ 7.00	
	To do., for the Court costs of this cause as follows, to wit: Cost of Wm. H. Carter, clerk, paid to him per his receipt for same exhibited	18.75	
	To do., for the cost of advertising in The Centreville Observer, per account for same with receipt thereon exhibited		
	notice of sale	$15.75	
	nisi on sale	5.00	
	nisi on audit	3.50	
	Total	$24.25	24.25
	To do., for the amount paid J.E. Anthony, auctioneer, for crying the sale made per his receipt for same exhibited, sum of		5.00
	To Madison Brown, auditor, for stating this account, paid to him per his receipt exhibited, the sum of		4.50
			$59.50
	To David D. Taylor, assignee of the mortgage, mentioned on account of the mortgage debt due him on the day of the sale, this balance, the sum of		40.50
			$100.00 $100.00

September 12, 1936.

MADISON BROWN
Auditor.

Cause No. 3071.

David D. Taylor, assignee of mortgage,

vs.

William J. Pinder, mortgagor.

STATEMENT OF MORTGAGE DEBT.

William J. Pinder, the party making the mortgage described in this cause,
to
David D. Taylor, assignee of said mortgage, DR.

1936
May 2 To the amount of the mortgage debt due by said mortgagor to said mortgagee under the mortgage described in this cause, per statement of mortgage debt filed, to wit: sum of $829.59

CR.

By amount distributed to said mortgagee as the net proceeds of the sale of this cause by the within account, to wit: 40.50

DR.

To balance due by said mortgagor to said mortgagee bearing interest from May 2, 1936, to wit: $789.09

September 12, 1936.

MADISON BROWN
Auditor.

Filed Sept. 14th, 1936.

NISI RATIFICATION OF AUDIT

David D. Taylor, Assignee of Mortgage	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
William J. Pinder Mortgagor.	IN EQUITY
	CASE NO. 3071.

ORDERED, This 14th day of September in the year nineteen hundred and 36 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 10th day of October, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 2nd. day of October, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed September 14th, 1936.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed October 13, 1936.

NISI RATIFICATION OF AUDIT

DAVID D. TAYLOR,
Assignee of Mortgage
vs.
WILLIAM J. PINDER
Mortgagor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY Case No. 3071.

ORDERED, This 14th day of September in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of October, 1936; provided a copy of this order

be published once a week in each of two successive weeks before the 2nd day of October, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed--September 14, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., October 13, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of David D. Taylor, Assn., vs. William J. Pinder, 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 weeks the first publication thereof having been made in said newspaper on the 16th day of Sept. 1936, being more than two weeks before the 2d. day of October, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed October 23, 1936.

DAVID D. TAYLOR, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
WILLIAM J. PINDER, Mortgagor.	)	Cause No. 3071.

FINAL RATIFICATION OF AUDIT.

ORDERED, this 23rd day of October, in the year nineteen hundred and thirty six, 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, David D. Taylor, 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 October 23rd, 1936.

THOS. J. KEATING

CAUSE NO. 3073.

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

CHARLES J. BUTLER, Assignee of Mortgage,	)	In the Circuit Court for QUEEN Anne's County in Equity.
vs.	)	
JEREMIAH McDONALD and MARGARET McDONALD, his wife, or JEREMIAH McDONNELL and MARGARET McDONNELL, his wife, Mortgagors.	)	Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Jeremiah McDonald and Margaret McDonald, his wife, or Jeremiah McDonnell and Margaret McDonnell, his wife, to Michael B. Nichols, bearing date the 1st day of January, 1920, and recorded in Liber J. F. R. No. 3, folios 488, etc., a land record book for Queen Anne's County, Maryland, and of the assignments thereof, by mesne assignments, to Charles J. Butler, duly recorded at the foot of said mortgage.

Thissuit 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.,

CHAS. J. BUTLER
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
Filed April 23, 1936.

#7467. Queen Anne's County, to wit: Be it remembered that on the first day of January, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

This Mortgage, made this first day of January in the year Nineteen hundred and twenty, by Jeremiah McDonald and Margaret McDonald, his wife, of Talbot County in the State of Maryland, Mortgagors,

Whereas the said mortgagors have borrowed from Michael B. Nichols of Talbot County, in the State of Maryland, the full and just sum of Seven Thousand, Five Hundred ($7,500.00) Dollars, to be repaid with interest thereon semi annually, at the rate of six per centum per annum at the expiration of one year from the date of these presents, to secure the payment of which said sum of money, together with the interest thereon as aforesaid, these presents are executed.

Now Therefore, This Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Jeremiah McDonald and Margaret McDonald his wife, do hereby grant and convey unto the said Michael B. Nichols, his heirs and assigns, all and singulr that farm or plantation, tract or parts of tracts of land, composed of what was formerly several tracts of land and now reduced into one farm, situate, lying and being in the Sixth Election District of Queen Annes County, in the State ofMaryland, called and known as "Partnership" and "Coleraine", containing, as now comprised, the quantity of one hundred and sixty eight acres, two roods and twelve perches of land more or less, (168 A. 2 R. 121 P). Being the same tract of land conveyed to to Robert H. Barnes by James A. Mullikin, widower by deed bearing date June 30th, 1906, and recorded in Liber S. S. No. 1, folios 375 etc. one of the land record books of Queen Annes County, and being the same conveyed to the said Jeremiah McDonald and Margaret McDonald, by deed from said Robert H. Barnes and wife, bearing even date with these presents and about to be recorded among the land record books of Queen Anne's County, immediately prior to this mortgage, as by reference to said deeds a full description of the metes and bounds, courses and distances will more fully appear. Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges appurtenances and advantages, thereto belonging or in anywise appertaining. To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Michael D. Nichols, his heirs and assigns forever. Provided, that if the said mortgagors, their heirs personal representatives

or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Thousand Five Hundred ($7,500.00) Dollars, and all interest thereon accrued, when and as the same the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is agreed that, until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments or public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue 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 Michael B. Nichols, his personal representatives or assigns, or M. Tilghman Johnson 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 twenty five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclousre 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 order or decree of the Circuit Court for Talbot County, in Equity, which said expenses, costs, and commissions the said mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay, and the said mortgagee his personal representatives or assigns, or M. Tilghman Johnson their said Attorney, shall not be required to recieve 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, commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission, and the said mortgagors for themselves, the personal representatives and assigns, do further covenant to insure, and pending this mortgage to keep insured in some good company satisfactory to the said mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least their insurable value.
Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said mortgagee, his personal representatives, and assigns.

Witness the hands and seals of the said mortgagors.

Jeremiah McDonald (SEAL)

Test: W. L. Holton

Margaret McDonald (SEAL)

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

I hereby that on this first day of January, in the year nineteen hundred and twenty before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jeremiah McDonald and Margaret McDonald, his wife, the mortgagors named in the aforegoing mortgage and severally acknowledged the aforegoing mortgage to be their act. At the same time also appeared Henry Hollyday, Jr., Agent and Attorney for the said Michael B. Nichols, within mortgagee, 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 and attorney to make this affidavit.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

WM. L. HOLTON
Notary Public.

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

For value received, the within mortgage is hereby assigned to The Talbot Bank of Easton, Maryland.

Witness my hand and seal this thirtieth day of September in the year A. D. 1921.

Test: W. W. SPENCE M. B. NICHOLS (SEAL)

Queen Annes County, to wit: Be it remembered that on the twenty Seventh day of April, in the year Nineteen Hundred and thirty six, the following assignment was brought to be recorded, to wit:

For value received the within mortgage is hereby assigned to Charles J. Butler for foreclosure.

Witness the Corporate seal of The Talbot Bank of Easton Maryland, and the signature of Arthur F. Grace, Vice President thereof attested by William W. Spence, Cashier, the twenty eighth day of August, in the year A. D. 1935.

Attest: W. W. Spence The Talbot Bank of Easton
Maryland

Corporate
Seals
Place.

Vice President.

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the aforegoing is truly taken and copied from Liber J. F. R. No. 3, folios 488 &c., a Land Record Book for Queen Anne's County.

Seal's
Place.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 23rd day of April, in the year 1936.

WILLIAM H. CARTER, Clerk

CERTIFIED COPY OF BOND
Filed May 26, 1936.

Queen Anne's County, to wit: Be it remembered that on the 26th day of May, in the year 1936, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, Charles J. Butler, of Talbot 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 Seventy Five Hundred Dollars ($7500.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26th day of May, in the year nineteen hundred and thirty six;

WHEREAS, a certain mortgage from Jeremiah McDonald and Margaret McDonald, his wife, or Jeremiah McDonnell and Margaret McDonnell, his wife, to Michael B. Nichols, bearing date the 1st day of January, 1920, and recorded in LiberJ. F. R. No. 3, folios 488, etc., a land record book for Queen Anne's County, State of Maryland, has been, by mesne assignments, duly assigned to the said Charles J. Butler, which said assignments are recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden Charles J. Butler, as the Assignee as aforesaid of the above described mortgage, is about to execute the power of salecontained 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 Charles J. Butler 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.

CHARLES J. BUTLER (SEAL)

SIGNED, sealed and delivered in the presence of:

J. H. C. LEGG

UNITED STATES FIDELITY AND GUARANTY COMPANY

by WILLIAM R. HORNEY
Its Attorney in Fact.

ATTEST:
J. H. C. LEGG.

And on the back of the aforegoing Bond was thus endorsed to wit:
Security approved and Bond filed May 26th, 1936 at 1: 30 P. M.

William H. Carter, Clerk

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, folios 399, etc., a Bond Record Book for Queen Anne's County.

Seal's Place.

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

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed May 26, 1936.

CHARLES J. BUTLER, Assignee of Mortgage, vs. JEREMIAH McDONALD and MARGARET McDONALD, his wife, or JEREMIAH McDONNELL and MARGARET McDONNELL, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3073.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Charles J. Butler, Assignee of Mortgage from Jeremiah McDonald or McDonnell and Margaret McDonald or McDonnell, his wife, to Michael B. Nichols, bearing date the 1st day of January, 1920, and recorded in Liber J. F. R. No. 3, folios 488, etc., a land record book for Queen Anne's County, Maryland, respectfuly shows:

1. That said mortgage was assigned by the said Michael B. Nichols to The Talbot Bank of Easton, Maryland, a body corporate, by assignment bearing date the 30th day of September, 1921, and recorded among said land records at the foot of said mortgage.

2. That said mortgage was assigned by the said body corporate, The Talbot Bank of Easton, Maryland, for the purpose of foreclosure, by assignment bearing date the 28th day of August, 1935, and recorded among said land records at the foot of said mortgage.

2. 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.

4. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in The Centreville Observer, a newspaper printed in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee 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 26th day of May, 1936, beginning at the hour of 2 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in

case of default in the terms thereof, proceed to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

ALL and singular that farm or plantation, tract or parts of tracts of land, composed of what was formerly several tracts of land and now reduced into one farm, situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, called and known as "Partnership" and "Coleraine", containing, as now comprised, 168 acres, 2 roods and 12 perches of land, more or less;

And said Assignee sold the above described property to The Talbot Bank of Easton, Maryland, a body corporate, for the sum of Five Thousand Dollars ($5,000.00), it being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, towit:

(a) That possession would be given upon the ratification of the sale by the Court.

(b) That the purchaser would not be entitled to receive the crops now growing or to be grown on said tract of land or farm during the year 1936 but would be entitled to receive a reasonable rental value for that part of the mortgaged property occupied by said crops to be determined by agreement or failing that in accordance with the provisions of law relating to such cases as set forth in the Annotated Code of Maryland.

(c) That all taxes of whatsoever kind and nature now due and in arrear would be payable the Assignee; and that all taxes for the year 1936 would be payable by the purchaser.

(d) That all fire insurance premiums on the buildings on the mortgaged property would be adjusted as of the day of sale.

(e) And that the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser, including revenue stamps, would be payable by the purchaser.

4. That the said purchaser has not yet complied with the terms of sale but has agreed to do so by paying, upon demand, into the hands of said Assignee all costs and expenses incident to the foreclosure proceedings, including all taxes due and in arrear, if any, it being the real owner of the aforesaid mortgage.

Respectfully submitted,

CHAS. J. BUTLER
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 26th day of May, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles J. Butler, Assignee of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WM. H. CARTER
Clerk.

Filed May 26th, 1936.

N I S I

Charles J. Butler, Assignee of Mortgage vs. Jeremiah McDonald and Margaret McDonald, his wife, or Jeremiah McDonnell and Margaret McDonnell, his wife, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 3073.

ORDERED, This 26th day of May A. D., 1936, that the sale of the real estate made and reported in this cause by Charles J. Butler, Assignee

of Mortgage, 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 $5000.00,

WILLIAM H. CARTER Clerk

Filed May 26th, 1936.

STATEMENT OF MORTGAGE DEBT
Filed August 13, 1936.

CHARLES J. BUTLER, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
JEREMIAH McDONALD and MARGARET McDONALD, his wife, or JEREMIAH McDONNELL and MARGARET McDONNELL, his wife, Mortgagors.	)	Cause No. 3073.

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage debt, as of the day of sale of the real estate made and reported in the above entitled cause under the mortgage from Jeremiah McDonald or McDonnell and Margaret McDonald or McDonnell, his wife, to Michael B. Nichols, bearing date the 1st day of January, 1920, and recorded in Liber J. F. R. No. 3, folios 488, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was assigned, by mesne assignments, unto the said Charles J. Butler:

Amount of the principal mortgage debt as of the 26th day of May, 1936, (the day of sale), as evidenced by said mortgage attached hereto, to wit: the sum of			$ 7,500.00
Amount of interest due on said mortgage from the 1st day of October, 1930, (the date to which it was last paid), to the said 26th day of May, 1936, (the said day of sale), to wit: the sum of		$ 2,543.75	
Less the following payments on account:			
February 7th, 1933,	$ 56.00		
November 24th, 1933,	26.00		
February 3rd, 1934,	135.76		
July 20th, 1934,	104.46		
August 12th, 1935,	46.73	368.95	2,174.80
Amount of the taxes paid on the mortgaged property by The Talbot Bank of Easton, Maryland, as follows, to wit:			
For the year 1931,	$ 141.78		
For the year 1932,	125.97		
For the year 1933,	83.58		
For the year 1934,	70.06		
For the year 1935,	98.33		519.72
Total amount of the mortgage debt as above set forth,			$10,194.52

STATE OF MARYLAND,)
) TO WIT:
TALBOT COUNTY,)

I HEREBY CERTIFY that on this 13th day of August, 1936, before me, the subscriber, a Notary Public of the State of Maryland in and for Talbot County aforesaid, personally appeared Charles J. Butler, the within named Assignee of Mortgage, and made oath in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

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

Notary Public Seal.

MAURICE A. STEWART
Notary Public.

Filed Aug. 13, 1936.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed August 13, 1936.

N I S I

CHARLES J. BUTLER,
Assignee of Mortgage,
vs.
JEREMIAH McDONALD and MARGARET
McDONALD, his wife,
or
JEREMIAH McDONNELL and MARGARET
McDONNELL, his wife, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. Chancery No. 3073.

ORDERED, This 26th day of May A. D., 1936, that the sale of the real estate made and reported in this cause by Charles J. Butler, assignee of mortgage, 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 $5,000.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed May 26th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., August 13, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Chas. J. Butler, Assn. of Mortgage vs. Jeremiah McDonald and Margaret McDonald, his wife, or Jeremiah McDonell and Margaret M. Donnell, his wife, Mortgagors" A true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 28th day of May, 1936, being more than four weeks before the 29th day of June, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

Filed Aug. 13, 1936.

ORDER OF COURT
Filed August 22, 1936.

CHARLES J. BUTLER, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
JEREMIAH McDONALD and MARGARET McDONALD, his wife, or JEREMIAH McDONNELL and MARGARET McDONNELL, his wife, Mortgagors.	)	Cause No. 3073.

FINAL ORDER OF RATIFICATION

ORDERED, this 22nd day of August, 1936, 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 J. Butler, 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 Charles J. Butler, 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 Aug. 22nd. 1936.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed August 24, 1936.

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

Charles J. Butler, Assignee of Mortgage,	)	
vs.	)	Cause No. 3073.
Jeremiah McDonald and Margaret McDonald, his wife.	)	

To the Honorable, the Judges of said Court:

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

That these proceedings were instituted and have been conducted by Charles J. Butler, the assignee of the mortgage described in this cause, for the collection of the mortgage debt named in said cause by a sale under the mortgage of the mortgaged property and it appears that the sale so made did not produce enough money to pay the costs and commissions incident to the sale and the mortgage indebtedness due on the day of sale.

The auditor, has stated the within account by first charging the said assignee as the party making the sale with the gross amount of the sale so made by him and then has allowed thereout as follows, to wit:
Unto the said Charles J. Butler as the party making the sale the commissions and fee due him for so doing per terms of the within mortgage, the court costs of the cause per statement of Clerk exhibited, the cost of the bond of the said vendor per bill for same exhibited, the charges of the auctioneer for selling the land, the charges or costs of advertising the sale and the several orders nisi of the cause, and the fee of the auditor. Unto Charles J. Butler as the assignee of said mortgage the amount of the balance of the charge so made against him remaining after these allowances on account of his mortgage claim.

The auditor has made and appends herewith an account between the mortgagors and the assignee of the mortgage showing the balance due the assignee under said mortgage as of the day of the sale and after the application to his debt of the amount distributed above.

Which is respectfully submitted.

MADISON BROWN
Auditor.

Cause No. 3073.

The proceeds of the sale of the mortgaged real estate of Jeremiah McDonald and Margaret McDonald, his wife, the parties who made the mortgage mentioned in this cause, in account with Charles J. Butler, the assignee of said mortgage and as such the party selling the real estate conveyed by said mortgage through the proceedings of this cause.

1936	CR.	
May 26	By the amount of the gross sale of said real estate, per the report of sale of same this day filed, to wit: the sum of	$5,000.00

DR.

To Charles J. Butler, the party making the sale mentioned for his commissions for so doing per terms of mortgage, to wit: sum of		$245.00
To do., for the fee due him for making the sale per terms of said mortgage, to wit:		25.00
To do., for the court costs of this cause as set forth in statement of costs made by Clerk of Court, as follows:		
Costs of said Clerk	$18.75	
Appear. fee of C. J. Butler	10.00	
total of	$28.75	28.75
To do., for the cost of his bond containing corporate surety thereon filed in this cause per account for same exhibited, to wit: sum of		30.00
To do., for the charges of his auctioneer, J. E. Anthony, for selling said real estate, the sum of		15.00
To do., for the cost of advertising in The Centreville Observer,		

notice of sale.	$18.00		
order nisi on sale.	5.00		
order nisi on audit	3.50		
per account exhibited, total. . .	$26.50	26.50	
To Madison Brown, auditor, for stating this account, the sum of		9.00	
		$379.25	
To Charles J. Butler as the assignee of said mortgage, in part payment of the mortgage debt due on day of sale under said mortgage, this balance, to wit:		$4,620.75	
		$5,000.00	$5,000.00

August 22, 1936.

MADISON BROWN,
Auditor.

Cause No. 3073.

The proceeds of thesale of the mortgaged real estate of Jeremiah McDonald and Margaret McDonald, his wife, the parties who made the mortgage mentioned in this cause, in account with Charles J. Butler, the assignee of said mortgage and as such the party selling real estate conveyed by said mortgage through the proceedings of this cause.

STATEMENT OF MORTGAGE DEBT.

Jeremiah D. McDonald and Margaret McDonald, his wife, parties making the mortgage described in this cause,

to

Charles J. Butler, the assignee of said mortgage, DR.

1936. May 26.	To amount of the indebtedness due under said mortgage inclusive of principal debt, interest and taxes on mortgaged land, on this date, the day of the sale of this cause per statement of mortgage debt filed in this cause August 13, 1936, to wit:	$10,194.52
	CR.	
	By amount distributed to said assignee on account of said debt by the aforegoing account in part payment of said debt, to wit:	4,620.75
	DR.	
	To balance due said assignee under said mortgage bearing interest from May 26, 1936, to wit:	$ 5,573.77

August 22, 1936.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Charles J. Butler Assignee of Mortgage VS. Jeremiah McDonald and Margaret McDonald, his wife.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. Case No. 3073.

ORDERED, This 24th day of August in the year nineteen hundred and 36 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of September, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed August 24th, 1936.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed October 30, 1936.

NISI RATIFICATION OF AUDIT

CHARLES J. BUTLER,
Assignee of Mortgage,
vs.
JEREMIAH McDONALD and
MARGARET McDONALD, his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3073.

ORDERED, This 24th day of August in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of September, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed August 24th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., October 30, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Charles J. Butler, Assignee of Mortgage vs. Jeremiah McDonald and Margaret McDonald 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 ftwo successive weeks the first publication thereof having been made in said newspaper on the 27th day of August, 1936, being more than two weeks before the 11th day of September, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

ORDER OF COURT
Filed November 2nd, 1936.

CHARLES J. BUTLER, Assignee of Mortgage, vs. JEREMIAH McDONALD and MARGARET McDONALD, his wife.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3073.

FINAL RATIFICATION OF AUDIT

ORDERED, this 2nd day of November, 1936, 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, Charles J. Butler, 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 November 2nd, 1936.

CAUSE NO. 2074.

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

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
GEORGE R. PLEASANTON, Mortgagor.	)	Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from George R. Pleasanton to Thomas B. Gardner, bearing date the 13th day of December, 1929, and recorded in Liber B. H. T. No. 10, folios 330, etc., a land record book for Queen Anne's County, Maryland, and of the assignments thereof by mesne assignments to William R. Horney duly recorded at the foot of said mortgage.

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 April 23, 1936.

::

#13,994. QUEEN ANNE'S COUNTY, to wit:
Be it remembered that on the 16th. day of December, in the year nineteen hundred and twenty-nine, the folliwng Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 13th day of December in the year one thousand nine hundred and twenty nine by and between George R. Pleasanton, Mortgagor of Queen Anne's County, State of Maryland, of the one part, and Thomas B. Gardner, Mortgagee, of the State of New York, of the other part.

WHEREAS, the said Mortgagor is justly indebted unto said Mortgagee in the full sum of Four Hundred and fifty ($450.00) Dollars (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to the said Mortgagee his promissory note bearing even date herewith: for said principal sum of four hundred and fifty dollars with interest from date payable six months after date; at Chestertown, Kent County, Maryland and which note provides for the payment of 10% commissions for collection if not paid when due, and judgment by confession, without stay of proceedings and the waiver of all exemptions from execution. The loan hereby made being to pay the balance of purchase money due on the hereby mortgaged lands by the said Mortgagor.

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 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 George R. Pleasanton, Mortgagor does grant unto the said Thomas B. Garnder Mort agee his heirs or assigns, in fee simple, all that piece or parcel of land situate, lying and being in the 7th Election District of said Queen Anne's County, State of Maryland, located on the Southerly side of the Public road leading from Pondtown corners to Church Hill adjoining the lands of Joseph P. Ringgold, Jane Cooper and the lands of others and whereon the said George R. Pleasanton now resides and containing thirteen (13) acres two (2) Roods and thirty four (34) perches of land more or less. Being moreover the same lands and premises which were conveyed to the said George R. Pleasanton by Deed of George R. Ringgold and others dated October 9th A. D. 1929 and delivered this day and to be filed immediately prior to these premises for record among the Land Records of said Queen Anne's County; reference to which Deed and to the Deed mentioned therein is to be made for a fuller description of the hereby mortgaged lands and premises. And in consideration of the premises and of five ($5) dollars, the said George R. Pleasanton does hereby bargain and sell unto the said Thomas B. Gardner (to further secure said debt) One Bay mare,

9 years old, a one horse wagon and wagon harness, one Plow and plow harness, three cultivators, 75 white Leghorn chickens, 2 bedsteads and bedding, carpet, bureau, 6 chairs and one rocking chair, one table, and kitchen cabinet, one day bed cook stove, and cooking utensils and all other household goods and furniture contained in the dwelling on said mortgaged premises.

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

TO HAVE AND TO HOLD, the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Thomas B. Gardner his heirs and assigns forever.

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.

PROVIDED that if the said George R. Pleasanton his heirs, executors, administrators or assigns, shall pay said Mortgage debt and interest and said promissory note at maturity or any renewal or renewals thereof either in whole or in part as the parties hereto may agree from time to time to renew said loan or any part thereof and any interest that may accrue on said note or on any of said renewal notes and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void.

AND it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured; which taxes, assessments, public dues, charges, mortgage debt and interest, as evidenced by said promissory note or any of said renewals, the said Mortgagor or himself, his heirs, executors, administrators or assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable: and these presents are hereby declared to be made in trust, and the said Mortgagee or h personal representatives, or assigns, or JOHN D. URIE, 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 such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns: and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in said 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 an attorney's fee of Thirty dollars and a commission to the party making sale of said property of seven (7) per cent. including fee of Twenty five dollars for preparing and furnishing the required bond; Secondly, to the payment of all claims of the said Mortgagee or 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 Mortgagor, his heirs, personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said Mortgagor or any of them, then the said Mortgagor, for himself, his heirs, personal representatives or assigns, do hereby further covenant to and with the said Mortgagee his heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon of four (4) per cent, together with all costs and expenses incurred, including a fee of twenty five dollars for preparing and furnishing the required bond.

AND the said mortgagor for himself, 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 an amount at least their insurable value, and to cause the policy to be affected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee or his assigns, to the extent of his or their lien or claim hereunder.

AND the said Mortgagor for himself, his heirs, executors, administrators and assigns further covenants to pay unto the said Mortgagee or his personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said Mortgagee or his personal representatives or assigns hereunder.

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

WITNESS my hand and seal.

TEST: J. RAYMOND SIMPERS GEORGE R. PLEASANTON (SEAL)

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of December in the year one thousand nine hundred and twenty nine before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared George R. Pleasanton the within mortgagor and he acknowledged the aforegoing Mortgage to be his act.

J. RAYMOND SIMPERS
Notary Public.

Notary
Public
Seal.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of December, in the year one thousand nine hundred and twenty nine before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared John D. Urie, Agent for Thomas B. Gardner, the within named mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth, And at the same time the said John D. Urie made oath in due form of law that he was the agent of the said Mortgagee and duly authorized by him to make this affidavit.

Notary
Public
Seal.

J. Raymond Simpers,
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the Twenty Third day of April, in the year nineteen hundred and thirty six, the following Assignments were brought to be recorded, to wit:-

I hereby assign the within mortgage to Mary L. Gardner, without recourse.

Witness my hand and Seal this 19th day of December, A. D. 1933.

LILIAN B. URIE (SEAL)
Executrix of the Estate of John D. Urie,
Administrator Ancillery C. T. A. of the
Estate of Thomas B. Gardner.

Test:

Stephen R. Collins

I hereby assign the within mortgage and mortgage note to William R. Horney for the purpose of foreclosure and collection.

Witness my hand and Seal this 17th day of April A. D., 1936.

Test;

MARY L. GARDNER (SEAL)

Grace H. Powers,
Notary Public.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 10, folios 330, 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 23rd day of April, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk

CERTIFICATES
Filed April 23, 1936.

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 John D. Urie, late of Kent county, deceased, was on the 28th day of November in the year of our Lord 1933 granted and committed unto Lillian B. Urie the Executrix, by the last will and testament of said deceased, who filed his bond in the penal sum of $1,000.00 with security approved by the Orphans' Court for said county.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal this 22nd day of April A. D.1936.

Seal's Place.

TEST:

T. RINGGOLD JONES
Register of Wills.

STATE OF MARYLAND,

KENT COUNTY, Sc:

THE SUBSCRIBER, REGISTER OF WILLS FOR KENT COUNTY, doth hereby certify that it appears by the records in this office, that letters of administration Ancillary of all goods, chattels and credits and personal estate of Thomas B. Gardner late of Kent County, deceased, was on the 22nd day of December in the year of our Lord nineteen hundred and thirty-one granted and committed unto John D. Urie, Administrator Ancillary who filed his bond in the penal sum of $14,000.00 with security approved by the Orphans' Court for said county.

In testimony whereof, I hereunto set my hand and affix my official seal this 22nd day of April A. D., 1936.

Seal's Place.

Test: T. RINGGOLD JONES
Register of Wills.

CERTIFIED COPY OF BOND
Filed May 22, 1936.

Queen Anne's County, to wit: Be it remembered that on the 22nd. day of May, in the year 1936, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of May, in the year nineteen hundred and thirty six;

WHEREAS, a certain mortgage from George R. Pleasanton To Thomas B. Gardner, bearing date the 13th day of December, 1929, and recorded in Liber B. H. T. No. 10, folios 330, etc., a land record book for Queen Anne's County aforesaid, has been, by mesne assignments, duly assigned to the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden William R. Horney, the Assignee of said mortgage as aforesaid, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage;

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

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.

ATTEST:
HILDA T. SEWARD

Corporate Seal's Place.

And on the Back of the aforegoing Bond was thus endorsed:
Security approved and Bond Filed May 22nd, 1936.

WILLIAM H. CARTER Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, Folios 397, etc., a Bond Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 22nd day of May, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk

Seal's
Place.

REPORT OF SALE
Filed June 9, 1936.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
GEORGE R. PLEASANTON, Mortgagor.	)	Cause No. 3074.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage from George R. Pleasanton to Thomas B. Gardner, bearing date the 13th day of December, 1929, and recorded in Liber B. H. T. No. 10, folios 330, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That 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 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.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in The Centreville Observer, a newspaper printed in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee 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 26th day of May, 1936, commencing 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, proceed to offer the mortgaged property for sale, but not receiving a bid therefor withdrew the same and announced that said mortgaged property could be purchased at private sale.

4. That thereafter, to wit; on the 8th day of June, 1936, said Assignee received an offer to purchase said mortgaged property at private sale, and then and there sold the same to Edward L. Powell and Cora B. Powell, his wife, of Queen Anne's County aforesaid, for the sum of Two Hundred and Twenty Five Dollars ($225.00), said mortgage property being described as follows, to wit:

ALL that piece or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Pondtown Corner to Church Hill, adjoining the lands of Joseph P. Ringgold, Jane Cooper and the lands of others, and containing 13 acres, 2 roods and 34 perches of land, more or less;

The terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court.

(b) That the purchasers would be entitled to receive all crops, if any, now growing on said tract of land.

(c) That all taxes of whatsoever kind and nature now due and in arrear would be payable by the Assignee; and that all taxes for the year 1936 would be payable by the purchasers.

(d) That so far as is know there is no insurance on the buildings on said property, and the purchasers would be required to purchase insurance as of the day of sale for the protection of themselves as well as the Assignee pending final settlement.

(e) And that the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchasers, including revenue stamps, would be payable by the purchasers.

5. That the said purchasers have complied with the terms of sale by paying unto said Assignee the sum of One Hundred and Twenty Five Dollars ($125.00) and by delivering to said Assignee their promissory note, with security satisfactory to said Assignee, for the sum of One Hundred Dollars ($100.00), payable twelve (12) months after date, with interest at six per centum (6%) from the date thereof until paid.

Respectfully submitted,

WM. R. HORNEY
Assigneee of Mortgage.

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

I HEREBY CERTIFY that on this 9th day of June, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER
Clerk

Filed June 9th, 1936.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed June 9, 1936.

ASSIGNEE'S SALE

of a Valuable

TRACT OF LAND

Default having occurred in the mortgage from George R. Pleasanton to Thomas B. Gardner, dated December 13th, 1929, and recorded in Liber B. H. T. No. 10, folios 330, etc., a land record book for Queen Anne's County, Maryland, which said mortgage has been duly assigned, by mesne assignments, to 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 Centreville, Queen Anne's County, Maryland, on TUESDAY MAY, 26 1936 commencing at the hour of 1:30 o'clock, P. M., the property conveyed by said mortgage to wit:

ALL that piece or parcel of land situate, lying and being in the 7th Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Pondtown Corner to Church Hill, adjoining the lands of Joseph P. Ringgold, Jane Cooper and the lands of others, and containing 13 acres, 2 roods and 34 perches of land, more or less.

The 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 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 by notes or otherwise, 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.

THE CENTREVILLE OBSERVER

Centreville, Md. June 8, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. vs. George R. Pleasanton 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 April, 1936, being more than twenty days before the 26th day of May 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By EVELYN CONNOLLY

Filed June 9th, 1936.

N I S I

William R. Horney Assignee of Mortgage, vs. George R. Pleasanton Mortgagor.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 3074.

ORDERED, This 9th day of June A. D., 1936, 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 15th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the15th day of July next.

The Report states the amount of sales to be $225.00

WILLIAM H. CARTER Clerk

Filed June 9th, 1936.

STATEMENT OF MORTGAGE DEBT
Filed August 21, 1936.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. GEORGE R. PLEASANTON, Mortgagor.	)	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3074.

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage debt, as of the day of sale of the real estate made and reported in the above entitled cause under the mortgage from George R. Pleasanton to Thomas B. Gardner, bearing date the 13th day of December, 1929, and recorded in Liber B. H. T. No. 10, folios 330, a land record book for Queen Anne's County, Maryland, which said mortgage was assigned, by mesne assignments, unto the said William R. Horney.

Amount of the principal mortgage debt as of the 26th day of May, 1936, (the day of sale), as evidenced by the renewal promissory note for the principal mortgage debt and by said mortgage attached hereto, to wit: the sum of ----------	$ 373.69
Amount of interest due on said mortgage debt from the 13th day of December, 1931, (the date to which it was last paid), to the 26th day of May, 1936, (the said day of sale), to wit: the sum of----------	99.92
Amount of the taxes paid on the mortgaged property, by Mary L. Gardner, as follows, to wit: For the year 1934, ----------	12.60
TOTAL AMOUNT OF THE MORTGAGE DEBT AS ABOVE SET FORTH,----------	$ 486.21

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

I HEREBY CERTIFY that on this 21st day of August, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared William R. Horney, the within named Assignee of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WILLIAM H. CARTER
Clerk.

Filed August 21st, 1936.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed August 21, 1936.

N I S I

WILLIAM R. HORNEY,
Assignee of Mortgage

vs.

GEORGE R. PLEASANTON
Mortgagor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3074.

ORDERED, This 9th day of June A. D., 1936, 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 15th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of July next.

The Report states the amount of sales to be $225.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed--June 9th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., August 21, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Wm. R. Horney, Assn. vs. George R. Pleasanton, 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 11th day of June, 1936, being more than four weeks before the 15th day of July 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.
THE CENTREVILLE OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

Filed Aug. 21st, 1936.

~~XXXXXXXXXX~~COPY OF
ORDER OF COURT
Filed Sept. 4th, 1936.

ORDER OF COURT

Ordered by the Orphans' Court for Kent County, Maryland this 1st day of September, 1936 that the assignment of a mortgage from George R. Pleasanton to Thomas B. Gardner bearing date the 13th day of December 1929 and recorded in Liber B.H.T. No. 10, folios 330 and etc., a Land Record Book for Queen Annes County, Maryland to Mary L. Gardner by Lillian B. Urie, Executrix of the estate of John D. Urie, Administratrator Ancillary C. T. A. of the Estate of Thomas B. Gardner, is hereby ratified and confirmed as said mortgage was distributed in the administration account filed in said estate to the said Mary L. Gardner.

True Copy, Test,

T. RINGGOLD JONES Seal's
Register of Wills Place.

F. Baynard Harper

George R. Rasin

Harry M. Stavely

Filed Sept. 4th, 1936.

ORDER OF COURT
RATIFYING SALE
Filed Sept. 17, 1936.

FINAL ORDER OF RATIFICATION

Ordered, this 11th day of September, 1936, by the Circuit Court for Queen Annes County, and by the authority of said Court, that the sales made by Wm. 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 Wm. 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 Sept. 17th, 1936.

REPORT AND ACCOUNT OF
THE AUDITOR
Filed June 23, 1937.

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

William R. Horney, Assignee of Mortgage,	(	
vs.	)	Cause No. 3074.
George R. Pleasanton, Mortgagor.	(	

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 mortgage debt under mortgage given by the defendant through the sale under the mortgage, and the sale which was made did not produce enough to pay the costs incident to the sale of the mortgage debt.

That the Auditor has stated the within account by first charging William R. Horney, the assignee of the mortgage and as such the vendor making the sale of the mortgage, with the amount of the sale made by him per his report of sale filed and then thereout allowed unto him as follows:
His commissions for making the sale per terms of the mortgage and the fee of $30.00 and the fee of $25.00 provided for by the mortgage unto the vendor;
The court costs of the sale, the cost of advertising the notice of sale and the several orders nisi of the cause, the premium charged by the corporate surety on the bond of the vendor for the bond filed herein, taxes due and in arrears at the time of the sale on the mortgaged property, and the fee of the Auditor.
The balance of the charge made against the vendor after these allowances as above set forth is then distributed or awarded unto the assignee of the mortgage, William R. Horney, in part of the mortgage debt.

The auditor has appended a statement of the mortgage debt as the same appears on the day of the sale, but after the application thereto of the net proceeds of the sale above mentioned.

Which is respectfully submitted.

MADISON BROWN
Auditor.

June 23, 1937

Cause No. 3074.

The proceeds of the sale or the mortgages real estate of George R. Pleasanton, the mortgagor making the mortgage filed in this cause, IN ACCOUNT WITH William R. Horney, assignee of the mortgage and as such the party making the sale mentioned in this cause.

CR.

1936 May 26	By amount of the gross sale set forth in the report of sale filed, as per same appears, to wit:	$225.00

DR.

" "	To William R. Horney, party making the sale under the power of sale set forth in the mortgage,	

1. for the attorney's fee provided for by the mortgage. $30.00
2. for the commissions provided for by the mortgage 7 per cent. of gross sale 15.75
3. for the fee provided for by the mortgage for the preparation of the required bond filed herein.25.00 $ 70.75

To do., for the court costs of this cause per bill of costs of Clerk of Court as follows:
Cost of Wm. H. Carter, clerk $18.75
Appear. fee of Harper & Horney . . . 10.00 28.75

To do., for the cost of advertising in the Centreville Observer notice of sale and order nisi thereon, per account for same, receipted, exhibited, to wit: 21.88

To do., for costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

To do., for the cost of the bond filed herein paid to the corporate surety on said bond per account for same exhibited, the sum of 11.69

To do., for the amount paid J. E. Anthony, auctioneer, for crying the sale made, per his receipt for same exhibited, the sum of 10.00

To do., for the amount of state and county taxes due by mortgagor on the mortgaged property for year 1935, paid by vendor, as per account for same with receipt thereon exhibited, the sum of 12.62

To amounts carried forward $159.19 $225.00

Cause No. 3074.

The proceeds of the sale of the mortgaged real estate of George R. Pleasanton, the mortgagor making the mortgage filed in this cause, IN ACCOUNT WITH William R. Horney, assignee of the mortgage and as such the party making the sale mentioned in this cause.

	DR.	CR.
By amounts brought foward	$159.19	$225.00
DR.		
To Madison Brown, auditor, for stating this account, the sum of	4.50	
To William R. Horney, assignee of the mortgage, this balance on account of the mortgage claim assigned unto him, to wit:	61.31	
	$225.00	$225.00

June 23, 1937.

MADISON BROWN
Auditor.

STATEMENT OF DEBT.

George R. Pleasanton, mortgagor making the mortgage filed in this cause, unto William R. Horney, the assignee of said mortgage, ... DR.

1936
May
26 To amount of the debt due under said mortgage on the day of sale, this date, including principal, interest and taxes paid by mortgagee for year 1935, per statement of mortgage debt filed, to wit: $486.21

CR.

" " By net proceeds of the sale of this cause per within and aforegoing audit, to wit: 61.31

DR.

" " To balance due with interest thereon from May 26, 1936, to wit: . .$424.90

June 23, 1937.

MADISON BROWN
Auditor.

Filed June 23rd, 1937.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of Mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY.
George R. Pleasanton, Mortgagor.	)	CASE No. 3974.

ORDERED, This 23rd day of June 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 16th day of July, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 9th. day of July, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed June 23rd, 1937.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed July 19, 1937.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
George R. Pleasanton,
Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3974 Chy.

ORDERED, This 23rd day of June 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 16th day of July, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of July, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True Copy--
Test:

WILLIAM H. CARTER, Clerk

Filed June 23rd, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 19th, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage vs. George R. Pleasanton Mortgagor 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, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 24th day of June, 1937, being more than two weeks before the 9th day of July, 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed July 19, 1937.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
GEORGE R. PLEASANTON, Mortgagor.	)	Cause No. 3074.

FINAL RATIFICATION OF AUDIT

ORDERED, this 19th day of July, 1937, 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 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 July 19th, 1937.

CAUSE NO. 3083.

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

ELMER M. HARPER, Assignee of Mortgage For the Purpose of Foreclosure	:	IN THE
	:	CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THOMAS HOWARD BARWICK and ALTA V. BARWICK, his wife	:	IN EQUITY
	:	

Please docket the above entitled foreclosure case and file the mortgage and assignment herewith as "Exhibit A".

ELMER M. HARPER
Assignee of Mortgage for Purpose of Foreclosure.

ELMER M. HARPER
Solicitor for Assignee

Filed June 4th, 1936.

CERTIFIED COPY OF MORTGAGE
Filed June 4, 1936.

Queen Annes County, to wit: Be it remembered that on the thirtieth day of April, in the year Nineteen Hundred and twenty-five the following Mortgage was brought to be recorded, to wit:

MARYLAND AMORTIZATION MORTGAGE

THIS MORTGAGE, made this first day of April in the year One Thousand Nine Hundred and Twenty-five, by and between Thomas Howard Barwick and Alta V. Barwick, his wife, of Queen Anne's County, in the State of Maryland, hereinafter referred to as party of the first part, and The Maryland-Virginia Joint Stock Land Bank of Baltimore, Baltimore, Maryland, party of the second part, a body corporate, hereinafter mentioned as the Bank:

Whereas, The said party of the first part is justly indebted to and unto the said The Maryland-Virginia Joint Stock Land Bank of Baltimore in the full and just principal sum of Eight Thousand Dollars ($8000) current money this day loaned the said party ofthe first part by said Bank, the receipt whereof is hereby 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 April 1935, for said principal sum of Eight Thousand ($8000) Dollars with interest thereon at the rate of six per centum, per annum, payable to the order of said Bank in sixty five semi annuall payments of Two Hundred and Eighty Dollars and No cents each and a final payment of Two Hundred and Thirty three dollars and fifty 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 andsell, 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 farm or tract of land called or known as "Sand's Range" or the "William A. Barwick" farm situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Sudlersville Dixon's Tavern road to the Duhamel's Corner Templeville road adjoining the land of Charles M. Lloyd on the east and the land of Abraham J. Gadd on the West and the land of Mrs. Fannie Redden on the South and containing two hundred and thirty four (234) acres, three (3) roods and ten (10) perches of land, more or less, being the same land of which the said William A. Barwick who departed this life in the year eighteen hundred and eighty-two intestate, died, seized, and possessed and which upon the death of William A. Barwick intestate as aforesaid, descended to the said Thomas Howard Barwick and one John Frank Barwick, as his only children and heirs at law. The said John Frank Barwick having departed this life sometime in the year nineteen hundred and fifteen, intestate, seized, and possessed of an undivided one half interest in said land, said undivided one half interest of said John Frank Barwick descended unto John Seward Barwick, Mary R. Paynter, nee Barwick and William A. Barwick: as his only childred, and heirs at law. The land hereby mortgaged being also the same land mentioned in a Deed of Partition from John Seward Barwick and Lula Barwick and Mary Barwick, his wife, to the said Thomas Howard Barwick and Alva C. Barwick, his wife, dated May 28th, 1917, and recorded

among the land Records of Queen Annes County, Maryland, in Liber W. F. W. Number 10, folio 374.

Together with all buildings and improvements thereon and all rights, roads, ways, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining. To Have and to hold the aforesaid parcels 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 be 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 principal 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 debt and charges of every kind, levied, assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, liens, judgments or assessments, public dues, charges, mortgage debt and interest, the said party of the first part individually, and on behalf of heirs, personal representatives and assigns, does hereby duly covenant to pay when legally demandable. But if any of the payments in the above described note as herein provided to be made, be not paid when due, or if the party of 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 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 mortgage_, 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; 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 or to whomever may be entitled to the same; and if 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 proceedings of any kind whatsoever, to subject the land hereby conveyed to the payment of liens or charges of any kind thereon, and in such proceedings 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 adver 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 commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions aforesaid, which said expenses costs and commissions the said party of the first part individually and on behalf of heirs, personal representatives and assigns hereby covenant 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 or 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 thereof 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, there upon 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 l ands 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 Five 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.

THOMAS HOWARD BARWICK (SEAL)

Test:

ALTA V. BARWICK (SEAL)

LIDA HOPKINS

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

I hereby certify that on this thirtieth day of April, in the year One Thousand Nine Hundred and twenty five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas Howard Barwick, and Alta V. Barwick, his wife the Mortgagors named in the aforegoing mortgage, and duly acknowledged the said mortgage to be act; at the 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 Seals Place.

Lida Hopkins, Notary Public

My commission expires May 1927

Queen Annes County, to wit: Be it remembered that on the fourth day of June in the year Nineteen Hundred and thirty six, the following Assignment was brought to be re-

corded, to wit:

For the purpose of foreclosure, The Maryland Virginia Joint Stock Land Bank of Baltimore does hereby assign the within mortgage to Elmer M. Harper.

As witness the hand of Charles H. Buck, Vice President of The Maryland-Virginia Joint Stock Land Bank of Baltimore duly attested by the Secretary, with the Corporate Seal affixed this 27th day of May, in the year One Thousand Nine Hundred and thirty-Six.

The Maryland-Virginia Joint Stock Land Bank of Baltimore

Corporate Seals Place.

By Charles H. Buck, Vice President.

Attest: Benj. H. Engle
Secretary

State of Maryland, Queen Anne's County

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 3, folio 362, a Land Record Book for Queen Anne's County.

Seal's Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County, this 4 day of June, in the year 1936.

William H. Carter, Clerk Cir. Crt. for Q.A. Co. Md.

CERTIFIED COPY OF BOND
Filed June 29, 1936.

Queen Anne's County, to wit: Be it remembered that on the 29th day of June in the year 1936, 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, Elmer M. Harper, of Baltimore, Maryland, as principal, and the Seaboard Surety Company of New York, New York, as Surety, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventy-Five Hundred and 00/100 Dollars ($7500.00) to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of June, in the year of our Lord nineteen hundred and thirty-six.

WHEREAS, the above bounden, Elmer M. Harper, by virtue of a power contained in a mortgage from Thomas Howard Barwick and Alta V. Barwick, his Wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated April 1st, 1925, and recorded among the Mortgage Records of Queen Anne's County in Liber B. H. T. No. 3, Folio 362, etc., is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Elmer M. Harper is about to execute the power vested in him in said mortgage.

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:

ELMER M. HARPER (SEAL)

BEULAH BRUEHL

SEALBOARD SURETY COMPANY (SEAL)
80 John St., New York, N. Y.

BY: C. BRADDOCK JONES
Resident Vice President.

Corp. Seal's Place.

RUTH L. HOLMES
As to Surety:

BY: FRED C. KENNDY
Resident Asst. Secretary
406 Water St., Baltimore, Md.

Corp. Seal's Place.

And on the Back of the aforegoing Bond, was thus endorsed, to wit:
Security approved and Bond filed June 29th, 1936, at 12.15 P. M.
Wm. H. Carter Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 5, etc., a Bond Record Book for Queen Anne's County aforesaid.

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

Seal's Place.

WILLIAM H. CARTER Clerk

STATEMENT OF MORTGAGE DEBT
Filed June 29, 1936.

ELMER M. HARPER, ASSIGNEE OF MORTGAGE	#	IN THE CIRCUIT COURT FOR
	#	QUEEN ANNE'S COUNTY
vs.	#	IN EQUITY
THOMAS HOWARD BARWICK, and ALVA C. BARWICK, his wife	#	

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of The Maryland-Virginia Joint Stock Land Bank of Baltimore and Elmer M. Harper, Assignee, under the Mortgage from Thomas Howard Barwick, and Alva C. Barwick, his wife, to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated April 1st, 1925, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 3, folio 362:

To amount of unpaid balance.....	$7,316.55
To interest at 6% from 4/1/32 to 6/29/36...	1,864.53
To insurance premium advanced	26.16
Total.....	$9,207.24
Less Partial Payment on account.....	182.65
Total debt as of 6/29/36.....	$9,024.59

ELMER M. HARPER
ASSIGNEE OF MORTGAGE

THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE

By,
C. J. HANZLIK
TREASURER.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY,-that on this day of June, in the year One Thousand, Nine Hundred and Thirty-Six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared ELMER M. HARPER, Assignee 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.

HUDSON T. LOIZEAIX
NOTARY PUBLIC. Notary Public Seal.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY,-that on this day of June, in the year One Thousand, Nine Hundred and Thirty-Six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared CHARLES J. HANZLIK, 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 mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS,-my hand and Notarial seal.

HUDSON T. LIZEAIX
NOTARY PUBLIC. Notary Public Seal.

Filed June 29th, 1936.

REPORT OF SALE
Filed July 2, 1936.

ELMER M. HARPER, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE	:	IN THE
	:	CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THOMAS HOWARD BARWICK and ALVA C. BARWICK, his wife.	:	IN EQUITY.

T H E Report of Sale of Elmer M. Harper, Assignee of Mortgage, for the purpose of Foreclosure, 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 pre-requisites as required by law and giving notice of the time, place, manner and terms of sale by advertisements insetted 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 on the premises described in the mortgage hereinabove referred to, on Monday, June 29th, 1936, at 1:00 o'clock p. m., and then and there proceeded to sell said property described in said mortgage, that is to say:

T H E undersigned offered at public sale to the highest bidder, the property mentioned in said mortgage, being all that fee simple lot of ground, with the improvements whereon, situate and lying in Queen Anne's County, and in the First Election District thereof, located on a public road from Sudlersville-Dixon's Tavern Road to the Duhamel's Corner-Templeville Road, containing two hundred and thirty-four acres, three roods and ten perches of land, more or less, and more particularly described or referred to in the advertisement of sale, a copy of which is herety 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 Six Thousand Dollars ($6,000.00), it being the highest bidder therefor.

WHEREFORE it is prayed that the above sale be ratified and confirmed after the expiration of the usual order nisi thereon.

A L L of which is respectfully submitted.

ELMER M. HARPER
Assignee of Mortgage for the Purpose
of Foreclosure.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of July, in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ELMER M. HARPER, Assignee as aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale reported was fairly made.

AS WITNESS my hand and notarial seal.

B. C. CHESNEY
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 2nd, 1936.

ELMER M. HARPER, Solicitor,
Munsey Building
Baltimore Maryland

ASSIGNEE'S SALE

very valuable
improved

FARM PROPERTY

Containing

234 ACRES MORE OR LESS
LOCATED IN THE FIRST ELEC-
TION DISTRICT OF QUEEN ANNE'S
COUNTY, MARYLAND ABOUT TWO AND

ONE-HALF MILES FROM SUD-
LERSVILLE AND KNOWN AS THE
"WILLIAM A. BARWICK FARM"

Under and by virtue of the power and authority contained in a mortgage from Thomas Howard Barwick and Alta V. Barwick, his wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated the 1st day of April 1925--and duly recorded among the Mortgage Records of Queen Anne's County in Liber B. H. T. No. 3, Folio 362, etc., (default having occurred thereunder) and being duly assigned to Elmer M. Harper for the purpose of foreclosure, the undersigned Assignee will sell at public auction, on the premises, located on a public road from Sudlersville-Dixon's Tavern Road to he Duhamel's Corner-Templeville Road,on MONDAY, JUNE 29, 1936 at 1:00 P. M.

The following described property situated in the First Election District of Queen Anne's County aforesaid, and described as follows:

All that farm or tract of land called or known as "Sand's Range" or the "William A. Barwick" farm, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Sudlersville-Dixon's Tavern road to the Duhamel's Corner-Templeville Road adjoining the land of Charles M. Lloyd on the East and the land of Abraham J. Gadd on the West and the land of Mrs. Fannie Redden on the South and containing two hundred and thirty-four (234) acres, three (3) roods and ten (10) perches of land, more or less, and being same property more particularly described or referred to in the aforesaid mortgage, dated April 1, 1925 and recorded among the Mortgage Records of Queen Anne's County as aforesaid, from Thomas Howard Barwick and Alta V. Barwick, his wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore, to which mortgage and the deed therein referred to, reference is hereby made for a more particular description of said property.

Improved by a frame dwelling, frame barn, stable and other necessary outbuildings.

TERMS OF SALE:--One Thousand Dollars ($1,000.00) cash deposit on day of sale, balance ofpurchase price to be paid in cash upon ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, and to bear interest from the day of sale.

TAXES for the year 1936 to be paid by the purchaser.

POSSESSION--January 1, 1937,. Landlord's share of the crops to go to the purchaser.

ELMER M. HARPER
Assignee of Mortgage for the
Purpose of Foreclosure.

Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., July 2d. 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Elmer M. Harper, Assn. vs. Thomas Howard Barwick and Alta V. Barwick 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 4th day of June, 193---, being more than twenty days before the 29th day of June 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

N I S I

Elmer M. Harper, Assignee of Mortgage,	)	IN THE CIRCUIT COURT
	)	
VS	)	FOR QUEEN ANNE'S COUNTY
	)	
Thomas Howard Barwick and Alta V. Barwick, his wife.	)	IN EQUITY.
	)	CHANCERY NO. 3083.

ORDERED, This 2nd day of July A. D, 1936, that the sale of the real estate made and reported in this cause by Elmer M. Harper, Assignee of Mortgage, be ratified and confirmed,unless cause to the contrary thereof be shown on or before the 9th day of September next; provided a copy of this order be inserted in some newepaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 10th. day of August next.

The Report states the amount of sales to be $6000.00.

WILLIAM H. CARTER Clerk

Filed July 2nd, 1936.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Sept. 25, 1936.

N I S I

ELMER M. HARPER,
Assignee of Mortgage
vs.
THOMAS HOWARD BARWICK and
ALTA V. BARWICK, his wife

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3083.

ORDERED, This 2nd day of July A. D., 1936, that the sale of the real estate made and reported in this cause my Elmer M. Harper, assignee of mort age, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 10th day of August next.

The Report states the amount of sales to be $6,000.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed-July 2nd, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md. Sept 25 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Elmer M. Harper Assignee of Mortgage vs. Thomas Howard Barwick and Alta V. Barwick, 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 July, 1936, being more than four weeks before the 10th day of August 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

by BERTHA G. DURNEY

ORDER OF COURT
Filed October 1, 1936.

FINAL ORDER OF RATIFICATION

ELMER M. HARPER, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE	:	IN THE
	:	CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THOMAS HOWARD BARWICK and ALVA C. BARWICK, his wife.	:	IN EQUITY.
	:	

O R D E R E D this 28th day of Sept., A. D. 1936, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority thereof, that the sale made by Elmer M. Harper, Assignee of Mortgage as aforesaid, to The Maryland-Virginia Joint Stock Land Bank of Baltimore and reported in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order.

THOS. J. KEATING

Filed October 1st, 1936.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed April 29, 1937.

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

Elmer M. Harper, Assignee of Mortgage,	(	
vs.	)	Cause No. 3083.
Thomas Howard Barwick and Alva C. Barwick, 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 proceedings of this cause were instituted and have been conducted for the collection of a mortgage debt due under the mortgage described in this cause by a sale under the power of sale contained in the mortgage of the mortgaged property, and the proceeds arising from the sale are not sufficient to pay the cost incident to the sale and the mortgage debt in full. The mortgage sale was made by Elmer M. Harper to whom the mortgage had been assigned by the mortgagee to enable him to make the sale.

That in the within account stated by the auditor he has charged Elmer M. Harper with the gross amount of the sale made by him and then the Auditor thereout has allowed as follows, to wit:
Unot the said Assignee and Vendor a fee of $25.00 and a commission of five per centum upon the gross sale for his compensation for making the sale per the terms of the mortgage, the cost of his bond as such vendor filed in the cause, the charges of his auctioneer for crying the sale, the cost of advertising in a newspaper and by hand bills notice of the sale and the cost of the order nisi passed on the sale, the cost of advertising the order nisi to be passed as to this account, the Court costs of the cause and the fee of the Auditor.
Unto said Elmer M. Harper in his capacity as assignee the amount of the sale so charged unto him remaining after the allowances above mentioned on account of the mortgage debt due on the day of sale, this allowance being the net proceeds of the mortgage sale.

A statement of the mortgage debt due by Thomas Howard Barwick, the mortgagor, after the application to the debt due on the day of sale of the net proceeds of sale above mentioned is appended as an additional account.

Which is respectfully submitted.

MADISON BROWN
Auditor.

Cause No. 3083.

The proceeds of the sale of the mortgaged real estate of Thomas Howard Barwick, the party making the mortgage described in this cause, IN ACCOUNT WITH Elmer M. Harper, assignee of the said mortgage and the party making the sale under said mortgage of said real estate.

1936 June 29	CR. By amount of the gross sale so made by said vendor, per his report of sale filed herein, to wit:		$6,000.00
" "	DR.		
	To Elmer Harper, vendor making the sale, for his compensation for so doing per terms set out in the mortgage, as follows: A fee of . . . . . $25.00; A commission of 5% on said sale or n. 300.00; Total compensation $325.00	$325.00	
	To do., for the court costs of this cause per statement made by the Clerk of the Court as follows: Appear. fee of Elmer M. Harper . . . $ 10.00; Costs of Clerk of the Court 22.50	32.50	
	To do., for the costs of his bond filed herein paid the corporate surety on said bond per account for same with receipt thereon exhibited, to wit: sum of	22.50	
	To do., for the amount paid J.E. Anthony, his auctioneer, for crying the said sale, per receipted account for same exhibited, the sum of . . .	10.00	
	To do., for the costs of advertising the notice of the sale in Centreville Observer, costs of hand bills of sale and distribution of the same and costs of advertising the order nisi on sale, per receipted account for same, exhibited, to wit:	37.00	

To do., for costs of advertising the order nisi to be passed as to this audit, to wit:	3.50	
To Madison Brown, auditor, for stating this account, the sum of	9.00	
	$439.40	
To Elmer M. Harper, assignee of the mortgage, on account of his mortgage claim due on day of sale, this balance which is not sufficient to pay said debt in full, to wit: the sum of . . .	$5,560.50	
	$6,000.00	$6,000.00

April 26, 1937.

MADISON BROWN
Auditor.

Cause No. 3083.

The proceeds of the sale of the mortgaged real estate of Thomas Howard Barwick, the party making the mortgage described in this cause, IN ACCOUNT WITH Elmer M. Harper, assignee of the said mortgage and the party making the sale under said mortgage of said real estate.

STATEMENT OF MORTGAGE DEBT.

Thomas Howard Barwick, mortgagor,
in account with
Elmer M. Harper, assignee of the mortgage from Thomas Howard Barwick to The Maryland-Virginia Joint Stock Land Bank of Baltimore described in this proceedings, DR.

1936 June 29	To amount of the mortgage debt due under said mortgage on this date, the day of sale, per statement of mortgaged debt filed, to wit:	$9,024.59
	CR.	
" "	By net sales of this cause distributed by the within account to said assignee, to wit:	5,560.50
	DR.	
" "	To balance bearing interest from this date	$3,464.09

April 26, 1937.

MADISON BROWN
Auditor.

Filed April 29th, 1937.

NISI RATIFICATION OF AUDIT

Elmer M. Harper, Assignee of Mortgage.	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Thomas Howard Barwick, and Alva C. Barwick, his wife.	IN EQUITY
	Case No. 3083.

ORDERED, This 29th. 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 29th. day of May, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 22nd. day of May, 1937, in some newspaper printed and published in Queen Anne's County.

Filed April 29th, 1937.

WILLIAM H. CARTER Clerk

CAUSE NO. 3088.

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

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

The Church Hill Bank of Maryland, a body corporate, ... plaintiff,	:	
-vs-	:	Cause
Lillie B. Rochester, adult, Lillie B. Rochester, as the trustee under will of John McC. Rochester of John Henry Rochester, Jane McCleary Richards, adult, John Henry Rochester, adult, Thomas W. Richards, infant, John Rochester Richards, infant, ...defendants.	:	No.

To the Honorable, the Judges of said Court:

Your Orator, complaining, says:-

1. That your orator is a body corporate duly incorporated under the laws of the State of Maryland.

2. That heretofore a certain John McC. Rochester, late of said county, deceased, was in his life time seized and possessed of a certain tract of land or farm called or known as "Ripley", "Collin's Gift", "Ashton", "The John McC. Rochester Farm", situate, lying and being in the Second Election District of Queen Anne's County in the State of Maryland on the public road leading from Sudlersville by-way of James Brown's Corner to Chestertown and on the public road from Church Hill by way of I. B. to Crumpton, adjoining land belonging to the heirs of James E. Meredith, the farm of James P. Brown known as "The Weatherby Farm", and containing 250 acres of land, more or less, which tract of land is hereinafter called or referred to as "The Rochester Farm".

3. That said John McC. Rochester departed this life sometime in the month of February, 1918, seized and possessed of the land above described, and leaving a last will and testament, duly executed to pass real estate, which shortly after his death was duly admitted to probate before the Orphans' Court of this county.
A copy of said will, duly certified to by the Register of Wills of this county marked "Plinaitff's Exhibit No. 1" is filed with this bill as part hereof.

4. That the said John McC. Rochester did not by his said will specifically devise said "Rochester Farm" but he thereby did devise the same under the residuary clause (which is Item 4) of his will as a part of "the rest, residue and remainder" of his estate unto the devisees named in his will to take said residuary estate.

5. That the said testator by sub-item 4 of the residuary clause of his said will devised in fee unto his son James Albert Rochester one undivided sixth part of his said "Rochester Farm".

6. That the said testator by sub-items 1, 2 and 4 of the residuary clause of his said will, devised in fee . . . . . .
unto his wife, S. Virginia Rochester, ...
unto his daughter, said Jane McCleary Richards. . . . . .
a total of four undivided sixth parts of his said "Rochester Farm". . . . . .
and these four undivided sixth parts, through the operation of the deeds duly recorded among the land record books of this county, ...
one from the said S. Virginia Rochester . . . . . .
one from the said Lillie B. Rochester and Jane McC. Richards, became vested in the said James Albert Rochester (mentioned in paragraph 5) the grantee named in each deed.

The First mentioned deed bears date February 13, 1919, and a copy of the same marked "Plaintiff's Exhibit No. 2" is filed herewith as part hereof.
The last mentioned deed bears date February 27, 1919, and a copy of the same marked "Plaintiff's Exhibit No. 3" is filed herewith as part hereof.

7. That as the said James Albert Rochester was at the time of the delivery to him of the deeds above mentioned the owner of the one undivided sixth part of said "Rochester Farm" devised unto him by his father, he, upon the delivery to him of said deeds, became the owner in fee of five undivided sixth parts of the said "Rochester Farm".

8. That the said James Albert Rochester, on or about the 27th day of February, 1919, being then seized and possessed of the said five undivided sixth parts of said "Rochester Farm", did, by a mortgage dated February 27, 1919, made to secure the payment of the debt therein specified at the time therein specified and containing a power of sale to be exercised in case of default in said payment by the assignee of your orator, did convey said five undivided sixth parts of said land unto your orator, who by assignment made July 18, 1935, on said mortgage duly assigned said mortgage for the purpose of foreclosure of same, the default above mentioned having then occurred, unto one Madison Brown, who did sell in conformity with the terms of said

mortgage and in accordance with law through proceedings had in this Honorable Court in the cause hereinafter mentioned the five undivided sixth parts of said "Rochester Farm" unto your orator.
All of which will fully appear by reference to the proceedings in a cause in this court entitled "Madison Brown, assignee, versus James Albert Rochester" and bearing the number "3041", which proceedings are made a part of this bill as full as if the same were herein fully set forth.
9. That the said Madison Brown, assignee, vendor of said Cause No. 3041, having received payment in full of your orator of the purchase money for said five undivided sixth parts, did, by his deed dated May 27, 1936, executed and acknowledged agreeably to law, did convey unto your orator the said five undivided sixth parts of the said James Albert Rochester, in, to and of said "Rochester Farm" and your orator, by virtue of said deed, is now seized and possessed and the owner of said five undivided sixth parts.
A certified copy of said deed (which has been duly recorded among the land records of this county in Liber W. H. C. No. 3A) marked "Plaintiff's Exhibit No. 4" is filed herewith as part hereof.

The above relates to 5/6 of the "Rochester Farm".

The following related to 1/6 of the "Rochester Farm".

10. That by sub-item 5 of the residuary clause of his will the said testator devised one undivided sixth part of his "Rochester Farm" unto his daughter, Lillie B. Rochester, in trust for the use of his son, John Henry Rochester, for the period of the natural life of the said John Henry Rochester, and from and after the death of the said John Henry Rochester to the child or children of the said John Henry Rochester to the child or children of the said John Henry Rochester living at the time of his death, and to the issue, then living, of any child or children of the said John Henry Rochester who then may be deceased, and in the event that said John Henry Rochester should die without leaving issue living at the time of his death, then unto the rest of his (the said testator's) children, namely, unto the said Lillie B. Rochester, Jane McCleary Richards and James Albert Rochester, and to the issue then living of any of said children of the testator who may then be deceased.....the issue of any of the said children of the said testator who may then be deceased to take.... only the share or respective shares which the parent or respective parents, if living would have taken.

Note: As will appear by reference to said will the trustee above named has the power to expend the entire corpuse of the trust estate devised unto her for the benefit of the said John Henry Rochester.

11. That the said John Henry Rochester, the life tenant named in said will, is yet living, is over twenty one years of age, is unmarried and is without issue living at this time.

12. That the said Lillie B. Rochester is yet acting as the trustee under the will of her father of the said John Henry Rochester.

13. That the said Lillie B. Rochester is a single person, has no child or other issue living, and is over twenty one years of age.

14. That the said James Albert Rochester died in this county on the first day of May, 1932, intestate, without leaving issue living at the time of his death and leaving as his only heirs at law, the said John Henry Rochester, the said Lillie B. Rochester and the said Jane McCleary Richards.

15. That the said Jane McCleary Richards is unmarried, being a widow is of full age, and has two sons living, John Rochester Richards and Thomas Wesley Richards, both of whom are infants under twenty one years of age, and has not other issue now living.

16. That the only persons now in being who would be entitled to the said one undivided sixth part of the said "Rochester Farm" devised by said testator unto said Lillie B. Rochester in trust for said John Henry Rochester for his life, if, the said John Henry Rochester were to die between the filing of this bill and the decree of sale, hereinafter sought by this bill are the said Lillie B. Rochester in her own right. . . . . .
Jane McCleary Richards, and her two son, the said. . . . . .
John Rochester Richards and . . . . . .
Thomas Wesley Richards . . . . . .

17. That the said Lillie B. Rochester resides in this county, and the said Jane McCleary Richards resides in Baltimore City, State of Maryland, at 1408 Poplar Grove Street, and her two sons reside with her; and the said John Henry Rochester resides at or near Owings Mills in Baltimore County.

As to the whole estate in said land.

18. That your orator and the said Lillie B. Rochester as trustee under said will of said John McC. Rochester, for the life of said John Henry Rochester, are seized and possessed as tenants in common of said "Rochester Farm", the interest or estate there in of your orator being the five undivided sixth parts as above mentioned, and the interest or estate therein of said Lillie B. Rochester, trustee as aforesaid, being one undivided sixth part as above mentioned.

19. That the said "Rochester Farm" hereinbefore described cannot be divided without loss or injury to the said parties interested therein and owning the same as above set forth without loss or injury to them.

20. That your orator is advised that it is entitled to have the real estate hereinabove mentioned and described sold under decree of this Honorable Court and a division of the money arising from such sale had among the said parties entitled thereto as aforesaid according to their respective rights.

To the end, therefor:

1. That a decree may be passed for the sale of the real estate hereinbefore described.

2. That the proceeds of said sale may be distributed between your orator and the said Lillie B. Rochester as the trustee of John Henry Rochester as hereinbefore set forth 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 Honors to grant unto your orator the writ of subpoena directed to the said Lillie B. Rochester, residing in Queen Anne's County aforesaid, in her own right and to the said Lillie B. Rochester as trustee of the said John Henry Rochester, and unto the said John Henry Rochester residing in Baltimore County aforesaid, and directed unto the said Jane McCleary Richards, adult, and unto the said John Rochester Richards, infant, and Thomas Wesley Richards, infant, all residing at 1408 Poplar Grove Street, Baltimore City aforesaid, commanding them and each of them to be and appear in this court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

MADISON BROWN
Solicitor for the Plaintiff.

Filed June 22nd, 1936.

PLAINTIFF'S EXHIBIT No. 1
Certified Copy of Will of
John McC. Rochester.
Filed June 22, 1936.

I, John McC. Rochester, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this may last will and testament, in manner following, that is to say:-

After the payment of all my just debts and funeral expenses, I give, devise and bequeath all my estate and property as follows:-
ITEM ONE. I do hereby give and bequeath to my son, James Albert Rochester, my old clock known as a "grandfather's clock".
ITEM TWO. I do hereby give and bequeath to my son, John Henry Rochester, my old secretary desk known as the "McCleary Desk".
ITEM THREE. I do hereby give and bequeath to my wife, S. Virginia Rochester, my bedroom suit of furniture located in the bedroom occupied by me in the house where I reside.
ITEM FOUR. I do hereby give, devise and bequeath all the rest, residue and remainder of my estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to, as follows, that is to say:-
(1) I do hereby give, devise and bequeath to my said wife, S. Virginia Rochester, a one-third part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.
(2) I do hereby give, devise and bequeath to my daughter, Lillie B. Rochester, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.
(3) I do hereby give, devise and bequeath to my daughter, Jane McCleary Richards, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.
(4) I do hereby give, devise and bequeath to my son, James Albert Rochester, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.
(5) I do hereby give, devise and bequeath a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, to my daughter, Lillie B, Rochester, and her successor and successors in this trust, in trust and confidence, nevertheless, to hold, manage, control, collect, invest and reinvest the same and to take, collect and reveive the rents, issues, profits, interest and income accruing and arising from the said one-sixth part of said rest, residue and remainder of my estate and property, and to pay over semi-annually the net rents, issues, profits, interest and income accruing and arising therefrom to my son, John Henry Rochester, for and during the period of his, the said John Henry Rochester's, natural life; and if, in the judgment of the said Lillie B. Rochester, or her successor or successors in this trust, the said net rents, issues, profits, interest and income shall not be sufficient for the proper maintenance, care and support of my said son, John Henry Rochester, I do hereby authorize and empower the said Lillie B. Rochester, and her successor and successors in this trust, to use, expend and apply, in her and their discretion, the entire corpus or principal of the said one-sixth part of said rest, residue and remainder of my estate and property hereby devised and bequeathed in trust as aforesaid, or so much thereof as may, in the judgment and discretion of the said Lillie B. Rochester, or her successor or successors in this trust, be necessary or desirable, from time to time, in, for and to the support, care and maintenance of my said son, John Henry Rochester, the said trustee, and her successor and successors in said trust, to have in view, in using and expending said corpus or principal for said purpose, the welfare and comfort of my said son, John Henry Rochester; and upon the death of my said son, John Henry Rochester, this trust shall cease and terminate; and if at the time of the

death of my said son, John Henry Rochester, the said one-sixth part of the rest, residue and remainder of my estate and property, hereby devised and bequeathed by me in trust as aforesaid, or any portion thereof, shall remain unused and unexpended under the power and authority above conferred upon said trustee and her successor and successors in said trust, then from and after the death of my said son, John Henry Rochester, I do hereby give, devise and bequeath the said one-sixth part of the said rest, residue and remainder of my estate and property, or whatever portion thereof may then remain unused and unexpended as aforesaid, to the child or children of my said son, John Henry Rochester, living at the time of the death of my said son, John Henry Rochester, and to the issue, then living, of any child or children of my said son, John Henry Rochester, who may then be deceased, as tenants in common, absolutely and in fee simple, the children of any said deceased children to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken. In the event my said son, John Henry Rochester, should die without leaving any child or children or any issue of any deceased child or children living at the time of his death, and the said one-sixth part of the said rest, residue and remainder of my estate and property, or any portion thereof, shall then remain unused and unexpended as aforesaid, then from and after the death of my said son, John Henry Rochester, so dying without leaving any child or children or any issue of any deceased child or children living at the time of his death, I do hereby give, devise and bequeath all the said one-sixth part of the said rest, residue and remainder of my estate and property, or whatever portion thereof may then remain unused and unexpended as aforesaid, if any of the aforesaid one-sixth part be then remaining unused and unexpended as aforesaid, to the rest of my children, namely:- to Lillie B. Rochester, Jane McCleary Richards and James Albert Rochester, and to the issue, then living, of any of my said children who may then be deceased, as tenants in common, absolutely, and in fee simple, the issue of any of my said children who may then be deceased to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken.
ITEM FIVE. I do hereby constitute and appoint my said wife, S. Virginia Rochester, my said son, James Albert Rochester, and my friend, J. Frank Harper, all of Queen Anne's County aforesaid, to be the executors of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and set my seal this twenty fourth day of April, in the year nineteen hundred and seventeen:-

JOHN Mc C. ROCHESTER (SEAL)

Signed, sealed, published and declared by John McC. Rochester, the above named testator, as and for his last will and testament, in the presence of us, who, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto:-

B. Hackett Turner

A. A. M. Dewing

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

On the second day of March, A. D., 1918, came J. Frank Harper, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of John McC. Rochester, late of Queen Anne's County, deceased, and made oath in due form of law that the 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 hand of the testator, John McC. Rochester, on or about the twenty-fourth day of April, A. D., 1917.

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 twelfth day of March 1918 came B. Hackett Turner and A. A. M. Dewing, both of Queen Anne's County aforesaid, subscribing witnesses to the aforegoing last will and Testament of John McC. Rochester, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the testator, John McC. Rochester, sign and seal said Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of their apprehension of sound and disposing mind, memory and understanding; and that they subscribed their name, as witnesses to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test:

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

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of John McC. Rochester, late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been made although notice according to law, appears to have been given to the next relations of said deceased, and S. Virginia Rochester, widow of said John McC. Rochester, Lillie B. Rochester, a daughter of said John McC. Rochester, and James Albert Rochester, a son of said John McC. Rochester, being present in Court; The Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, Orders and decrees, this twelfth day of March, A. D., 1918, that the same be admitted in this Court as the true and genuine last Will and Testament of the said John McC. Rochester, deceased.

Place of Court
Seal.

W. Hopper Gibson
Harry Clark
William H. Welch
Judges of the Orphans' Court
for
Queen Anne's County.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the last Will and Testament of John McC. Rochester, deceased, as filed and passed in this office on March 12, 1918, and recorded in Liber W. T. B. No. 1, folios 129, etc., a Record Book of Wills in the Orphans' Court for Queen Anne's County, Maryland.

In Testimony Whereof I hereunto subscribe my name and affix the seal of my office this 8th day of June, 1936.

Seal's
Place.

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

PLAINTIFF'S EXHIBIT NO. 2.
Certified Copy of Deed
Filed June 22, 1936.

#6887. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eight day of February, in the year nineteen hundred and nineteen, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this thirteenth day of February, in the year nineteen hundred and nineteen, by Sarah Virginia Rochester, of Queen Anne's County, State of Maryland, but now temporarily in El Paso County, State of Colorado, at the time of the execution of this Deed, widow;

WITNESSETH, that for and in consideration of the sum of Fifty Six Hundred and Sixty Six Dollars and Sixty Seven Cents ($5,666.67), the receipt of which is hereby acknowledged, the said Sarah Virginia Rochester does hereby grant and convey unto James Albert Rochester, Jane McCleary Richards and Lillie B. Rochester, of Queen Anne's County aforesaid, their heirs and assigns forever, as tenants in common, one undivided one-third part, of, in and to all that tract of land or farm known as "Ripley", "Collins' Gift", "Outrange", "Ashton", and more recently known as the "John McC. Rochester Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the public road leading from Sudlersville by way of James Brown's Corner to Chestertown and on the public road leading from Church Hill by way of "I.B." to Crumpton, adjoining the land of the devisees of the late Joseph E. George, formerly owned by John F. Godwin, the land of Jamed James E. Meredith known as the "Amos Farm", the land of D. Thomas Hurlock, formerly of David Hurlock, and the land of James Brown known as the "Weatherby Farm", containing two hundred and fifty acres of land, more or less, being the same land of which John McC. Rochester, late of Queen Anne's County aforesaid, who departed this life sometime in the month of February, nineteen hundred and eighteen, died seized and possessed, the interest and estate in the said land hereby granted and conveyed being that one-third part therein which was devised to the said Sarah Virginia Rochester by the said John McC. Rochester by his last will and testament duly admitted to probate by the Orphans' Court for Queen Anne's County aforesaid and recorded in Liber W. T. B. No. 1, folios 129 etc., a will record book in the office of the Register of Wills for Queen Anne's County aforesaid; being the same land described in the three following deeds to the said John McC. Rochester, To Wit: the deed from Charles L. Roe, bearing date the sixteenth day of September, eighteen hundred and ninety eight, and recorded in Liber W. H. C. No. 8, folio 269, a land record book for Queen Anne's County aforesaid; the deed from George R. Heath and Eliza J. Heath, his wife, bearing date the eighteenth day of October, eighteen hundred and ninety nine, and recorded in Liber W. H. C. No. 10, folios 55, etc., a land record book for Queen Anne's County aforesaid; and the deed from Francis A. Rochester and others, bearing date the twentieth day of August, nineteen hundred and one, and recorded in Liber J. E. G. No. 2, folios 226, etc., a land record book for Queen Anne's County aforesaid.

AND the said Sarah Virginia Rochester covenants that she will warrant specially the said property hereby granted and conveyed, and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said Grantor:-

TEST: J. E. McIntyre Sarah Virginia Rochester (SEAL)

STATE OF COLORADO, EL PASO COUNTY, TO WIT:

I HEREBY CERTIFY that on this thirteenth day of February, in the year nineteen hundred and nineteen, before me, the subscriber, a Notary Public of the State of Colorado in and for El Paso County Aforesaid, duly commissioned and qualified according to law, personally appeared Sarah Virginia Rochester and she did acknowledge the aforegoing Deed to be her act.

IN TESTIMONY WHEREOF, I Have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written:

One Five Dollar
One One Dollar
Internal Revenue Stamp
S.V.B. 2-13-19

J. E. McIntyre
Notary Public

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

I hereby certify that the aforegoing was truly taken and copied from Liber J. F. R. No. 2 folio 61 etc. a land record record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th. day of June in the year 1936.

Seal's Place.

WILLIAM H. CARTER
Clerk

PLAINTIFF'S EXHIBIT No. 3.
Certified Copy of Deed
Filed June 22, 1936.

#6888 QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the twenty eight day of February, in the year nineteen hundred and nineteen, the following DEED was brought to be recorded, to wit:

THIS DEED, made this twenty seventh day of February, in the year nineteen hundred and nineteen, by Jane McCleary Richards, widow, and Lillie B. Rochester, single woman, both of Queen Anne's County, State of Maryland, WITNESSETH:

That for and in Consideration of the sum of fifty six hundred and sixty six dollars and sixty six cents ($5,666.66), the said Jane McCleary Richards and Lillie B. Rochester do hereby grant and convey unto James Albert Rochester, of Queen Anne's County aforesaid, his heirs and assigns forever, ten undivided eighteenth parts of, in and to ALL that tract of land or farm known as "Ripley", "Collins' Gift", "Outrange", "Ashton", and more recently known as the "John McC. Rochester Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the public road leading from Sudlersville by way of James Brown's Corner to Chestertown and on the public road leading from Church Hill by way of "I. B." to Crumpton, adjoining the land of the devisees of the late Joseph M. George, formerly owned by John F. Godwin, the land of James E. Meredith, known as the "Amos Farm", the land of D. Thomas Hurlock, formerly of David Hurlock, and the land of James Brown known as the Weatherby Farm, containing two hundred and fifty acres of land, more or less; being the same land of which John McC. Rochester, late of Queen Anne's County aforesaid, who departed this life sometime in the month of February, nineteen hundred and eighteen, died seized and possessed; being the same land described in the three following deeds to the said John McC. Rochester, to wit: the deed from Charles L . Roe, bearing date the sixteenth day of September, eighteen hundred and ninety eight, and recorded in Liber W. H. C. No. 8 fols. 269 etc., a land record book of Queen Anne's County aforesaid; the deed from George R. Heath and Eliza J. Heath, his wife bearing date the eighteenth day of October, eighteen hundred and ninety nine, and recorded in Liber W. H. C. No . 10, fols. 55 etc., a land record book for Queen Anne's County aforesaid; and the deed from Francis A. Rochester and others, bearing date the twentieth day of August, nineteen hundred and one, and recorded in Liber J. E. G. No. 2, fols. 226 etc., a land record book for Queen Anne's County aforesaid; the said ten undivided eighteenth parts in, and of the land above described hereby granted and conveyed were acquired by the said Jane McCleary Richards and Lillie B. Rochester in the following manner, to wit: by the last will and testament of the said John McC. Rochester, heretofore duly admitted to probate by the Orphans Court for Queen Anne's County aforesaid and now recorded in Liber W. T. B. No. 1, fols 129 etc., a Will Record Book for Queen Anne's County aforesaid to the extent of six undivided eighteenth parts; by the deed to them from Sarah Virginia Rochester, bearing date the thirteenth day of February, nineteen hundred and nineteen, and intended to be filed for record among the land record books for Queen Anne's County aforesaid so that the same can be recorded among said land records

prior to the recording of this deed, to the extent of four undivided eighteenth parts.

And the said Jane McCleary Richards and Lillie B. Rochester covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

Jane McCleary Richards (SEAL)

Test: J. McK Tilghman

Lillie B. Rochester (SEAL)

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

I hereby certify that on this twenty seventh day of February, 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 Jane McCleary Richards and Lillie B. Rochester and did each acknowledge the aforegoing deed to be their respective act.

J. McK. Tilghman, Justice of the Peace.

One Five Dollar
One One Dollar
Internal Revenue Stamp
J. McR, L.B.R. 2-29- 19

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

I hereby certify that the aforegoing was truly taken and copied from Liber J. F. R. No. 2 folios 62 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th. day of June in the year 1926.

Seal's
Place.

WILLIAM H. CARTER
Clerk

PLAINTIFF'S EXHIBIT No. 4
Certified Copy of Deed
Filed June 22, 1936.

Two Two Dollars
One Fifty Cent
Internal Revenue Stamps.
5-27-36 M.B.

THIS DEED, made this 27th. day of May in the year nineteen hundred and thirty six between Madison Brown, of Queen Anne's County in the State of Maryland, assignee of and vendor under the mortgage hereinafter mentioned, party of the first part, and The Church Hill Bank of Maryland, a corporation created by and existing under the laws of the State of Maryland, hereinafter called "Bank", party of the second part.

WHEREAS by a mortgage bearing date the 27th. day of February, 1919 one James Albert Rochester did grant unto said Bank his five undivided sixth parts in and to the farm and/or tracts of land hereinafter described to secure unto said Bank the payment of the debt and certain interest thereon, in said mortgage specified, at the times provided in said mortgage for the payment of the same which said mortgage authorized and empowered the assigns on the part of said Bank of said mortgage to sell the property conveyed by said mortgage in case of default in the payment of said debt, and/or said interest, and/or in any covenant of said mortgage.

(Said mortgage was duly recorded in Liber J. F. R. No. 2, a land record book of said County, on folio 63).

WHEREAS said Bank, on July 18, 1935, did in due form assign said mortgage unto the party of the first part for the purpose of his selling the mortgaged property under the power of sale above mentioned, default having prior to that date occurred in the term of said mortgage.

WHEREAS at a public sale made the 20th. day of August, 1 935, at 2 o'clock P. M., in front of the court house in the town of Centreville in said county, after due public notice of said sale and after the bond required by law as a condition precedent to the exercise of said power had been duly filed, the party of the first part, in execution of said power conferred upon by said mortgage as the assignee thereof and because of the defaults in said mortgage, hereinbefore mentioned, did sell the real estate hereinafter described (being the property described in said mortgage), unto the said Bank which was then and there the highest bidder, at and for the sum of

forty five hundred dollars.

WHEREAS the said sale having been duly reported to the Circuit Court for Queen Anne's County, in Equity, in a cause therein entitled "Madison Brown, assignee, versus James Albert Rochester" and numbered "Cause 3041 Chancery", has been by said court by its order filed in said cause finally ratified and confirmed.

WHEREAS said purchase money has been fully paid and the party of the first part has the authority in law to execute these presents.

NOW, THEREFORE, THIS DEED WITNESSETH; that the party of the first part, in consideration of the premises and the said sum of forty five hundred dollars, the receipt of which is hereby acknowledged in execution of the power and authority conferred upon him by said mortgage as assignee thereof as hereinbefore set forth does hereby grant and convey unto said Bank, its successors and assigns, in fee simple ALL the five undivided sixth parts of him, the said James Albert Rochester, and all the right, title, interest and estate therein of all those claiming by, from and under him and all parties to said cause and mortgage in, to and of all that farm or tract of land called or known as "Ripley", "Collin's Gift", "Outrange", "Ashton", "The John McC. Rochester Farm" and "The James Albert Rochester Farm" situate, lying and being in the Second Election District of Queen Anne's County in the State of Maryland on the public road leading from Sudlersville by way of James Brown's Corner to Chestertown and on the public road leading from Church Hill by way of "I.B." to Crumpton, adjoining the land of the devisees of the late Joseph E. George, the Amos Farm of the heirs of late James E. Meredith, the land of D. Thomas Hurlock, and the Weatherby farm of James P. Brown, and containing 250 acres of land, more or less; being the same land which John McC. Rochester, father of the mortgagor, acquired in his life time by these deeds, to wit:
By deed to him from Charles L. Roe dated September 16th, 1898, and recorded in Liber W. H. C. No. 8, on folio 269;
By deed to him from George R. Heath dated October 18, 1899, and recorded in Liber W. H. C. No. 10, on folio 55;
By deed to him from Francis Rochester dated August 20, 1901, and recorded in Liber J. E. G. No. 2, on folio 226.

Statement of how J. Albert Rochester acquired the undivided parts conveyed by his mortgage:
He acquired one-sixth part under the devise unto him contained in will of John McC. Rochester, his father. Will recorded in Will Record Book W. T. B. No.1, on folio 129.
He acquired one-ninth part under deed to him from Sarah Virginia Rochester (recorded in land record book J. F. R. No. 2, on folio 61.)
He acquired ten undivided eighteenth parts under deed to him from Jane Richards and Lillie B. Rochester.
(These parts added together equal five-sixths of whole tract.)

TOGETHER with the improvements on said land and all the roads, rights, ways, waters and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the estate and property hereby granted unto said Bank, its successors and assigns, in fee simple.

IN TESTIMONY WHEREOF the party of the first part has hereunto affixed his name and seal the day and year first hereinabove written.

Madison Brown (SEAL)
Assignee - Vendor.

Test:

Frances Butler

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 thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, above named assignee and vendor, and he did acknowledge the aforegoing DEED to be his act.

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.

State of Maryland, Queen Anne's Co. To wit:

I hereby certify that the aforegoing is truly taken and copied from the original Deed filed in this office for record and now remaining in this office awaiting recordation.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 15th. day of June in the year 1936.

Seal's Place.

William H. Carter clerk

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

To

Jane McCleary Richards

Seal's Place.

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 July next, to answer the complaint of The Church 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 William Mason Shehan, Chief Judge of our said Court, the first Monday of June 1936.
Issued the twenty-second day of June 1936.

WILLIAM H. CARTER Clerk

Madison Brown
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

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

Received 24th day of June, 1936 and forthwith delivered to the Sheriff of Baltimore City.
Test: Stephen W. Little Clerk

Summoned and a copy of the Process left with the Defendant.

Melder
6/24/36.

Joseph C. Deegan
Sheriff.

Filed June 26, 1936.

Fees $.95

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place

To John Rochester Richards, Infant.

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 aCourt of Equity, at Centreville, in said county, on the First Monday of July next, to answer the complaint of The Church Hilli Bank of Maryland against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the First Monday of June 1936.

Issued the twenty-second day of June, 1936.

WILLIAM H. CARTER 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 July next, being the Return Day.

WILLIAM H. CARTER Clerk

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

Received 24th day of June 1936 and forthwith delivered to the Sheriff of Baltimore City.

Stephen C. Little Clerk

Summoned by reading sums to John Rochester Richards Infant and a copy of the Process left with Jane McC. Cleary Richards Mother of and party having care of infant named in writ.

Melder
6/24/36.

Joseph C. Deegen
Sheriff

Filed June 26th, 1936.

Fee $0.95

Subpoena for Respondent to
Appear and Answer

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place.

Thomas Wesley Richards, Infant

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 July next, to answer the complaint of The Church Hill Bank of Maryland against you in said Court exhibited.
a body corporate

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of June 1936
Issued the twenty-second day of June, 1936.

WILLIAM H. CARTER 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 July next, being the Return Day.

WILLIAM H. CARTER Clerk

And on the back of the aforegoing subpoena was thus endorsed, to wit:
Received 24th day of June, 1936, and forthwith delivered to the Sheriff of Baltimore City.

Stephen C. Little Clerk

Summoned by Reading summons to Thomas Wesley Richards, Infant and a copy of the Process left with Jane McCleary Richards mother of and party having care of Infant name in writ.

Melder
6/24/36.

Joseph C. Deegan
Sheriff.

Filed June 26, 1936.

Fee $0.95.

Subpoena to be Servoed on Respondent

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. John Henry Rochester

Baltimore COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of July next, to answer the complaint of 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 William Mason Shehan, Chief Judge of our said Court, the first Monday of June 1936.
Issued the twenty second day of June, 1936.

WILLIAM H. CARTER Clerk

Madison Brown
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

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

Received June 24 1936, at---M. forthwith delivered to Sheriff of Baltimore County.

C. Willing Browne, Jr., Clerk

Summoned John Henry Rochester, an Inmate at Rose Wood State Training School, by reading to him and a copy of subpoena left with Dr. K. B. Jones, Superintendent this 26th day of June, 1936.
Costs
.85

T.J.R. Nicholas
Sheriff

Filed June 29th, 1936.

Served 6/26/36
T.J.R. Nicholas

Subpoena for Respondent
to appear and answer

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place.

Lillie B. Rochester, As Trustee under the will of John McC. Rochester

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of July next, to answer the complaint of 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 William Mason Shehan, Chief Judge of our said Court, the first Monday of June, 1936.
Issued the twenty-second day of June 1936.

WILLIAM H. CARTER Clerk

Madison Brown
Solicitor for Complainants.

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

This subpoena to lie Madison Brown Atty.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's Place Lillie B. Rochester, Adult

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of July next, to answer the complaint of 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 William Mason Shehan, Chief Judge of our said Court, the first day of June 1936
Issued the twenty-second day of June 1936.

WILLIAM H. CARTER Clerk

Madison Brown
Solicitor for Complainants

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

William H. Carter Clerk

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

This subpoena to lie
Madison Brown, Atty.

ANSWER OF LILLIE B. ROCHESTER
Filed July 20, 1936.

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

The Church Hill Bank of Maryland, a body corporate,	)	
vs.	)	Cause No.
Lillie B. Rochester, et al.	)	

To the Honorable, the Judges of said court:

The answer of Lillie B. Rochester in her own right to the Bill of Complaint of The Church Hill Bank of Maryland against her in this Court in the above entitled cause exhibited:

This defendant admits the several matters and things charged in the Complainant's Bill to be true and submits to such decree in the premises as may be right.

LILLIE B. ROCHESTER

ANSWER OF JANE MCCLEARY RICHARDS
Filed July 20, 1936.

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

The Church Hill Bank of Maryland, a body corporate,	)	
vs.	)	Cause No. 3088.
Lillie B. Rochester, et al.	)	

To the Honorable, the Judges of said court:

The answer of Jane McCleary Richards in her own right to the Bill of Complaint of The Church Hill Bank of Maryland against her in this Court in the above entitled cause exhibited:

This defendant admits the several matters and things charged in the Complainant's Bill to be true and submits to such decree in the premises as may be right.

JANE McCLEARY RICHARDS

ANSWER OF LILLIE B. ROCHESTER,
TRUSTEE OF JOHN HENRY ROCHESTER
Filed July 20, 1936.

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

The Church Hill Bank of Maryland, a body corporate,	(	
vs.	)	Cause No.
Lillie B. Rochester, et al.	(	

To the Honorable, the Judges of said Court:-

The answer of Lillie B. Rochester, as trustee under the will of John McC. Rochester of his son, John Henry Rochester, to the Bill of Complaint of The Church Hill Bank of Maryland against her in this Court in the above entitled cause exhibited:-

This defendant admits the several matters and things charged in the Complainant's Bill to be true and submits to such decree in the premises as may be right.

LILLIE B. ROCHESTER Trustee for
John Henry Rochester.

PETITION
Filed July 25, 1936.

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

The Church Hill Bank of Maryland, a corporation,	(	
vs.	)	Cause No. 3088
Lillie B. Rochester, et al.	(	

To the Honorable, the Judges of said Court:

The petition of The Church Hill Bank of Maryland, plaintiff above named, by Madison Brown, its attorney, unto Your Honors respectfully sets forth:-

The the process heretofore issued in this cause for Thomas Wesley Richards, infant defendant, and the process heretofore issued in this cause for John Rochester Richards, infant defendant, have both been returned as served in the proper manner upon the infants.

That neither of said infants has a legal guardian or committee within the jurisdiction of this Court.

That your petitioner is advised that it is necessary therefor that a guardian ad litem be appointed for said infants by this Honorable Court to answer and defend this suit for such infants.

Your petitioner therefore prays Your Honors to pass an order appointing some person residing in the jurisdiction of this Court as guardian ad litem for said infant defendants and to answer and defend this suit for such infants.

Respectfully submitted.

MADISON BROWN
Attorney for the Petitioner.

Filed July 20/36.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this twentieth day of July in the year nineteen hundred and

thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, attorney for the Church Hill Bank of Maryland, above named petitioner, and he did make oath in due form of law that the matters and things set forth in the aforegoing petition are true and bona fide as therein set forth 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.

FRANCES BUTLER
NOTARY PUBLIC.

Notary
Public
Seal.

ORDER OF COURT
Filed July 20, 1936

ORDER OF COURT

It is on this twentieth day of July, 1936, upon the aforegoing petition, by the Circuit Court for Queen Anne's County, in Equity, ordered, that Frances Butler be and she is hereby appointed guardian ad litem of and for Thomas W. Richards and John Rochester Richards, infant defendants of the above cause, with power and directions to answer and defend this above entitled suit for and on behalf of said infant defendants.

THOS. J. KEATING

Filed July 20th, 1936.

PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM FOR JOHN HENRY
ROCHESTER
Filed July 20, 1936.

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

The Church Hill Bank of Maryland, a corporation,	(	
vs.	)	Cause No. 3088.
Lillie B. Rochester, et al.	(	

To the Honorable, the Judges of said Court:

The petition of The Church Hill Bank of Maryland, plaintiff in the above cause, unto Your Honors respectfully sets forth:-

That the process heretofore issued in the above entitled cause for or against John Henry Rochester, one of the defendants of the cause, has been returned served upon him in due form of law.

That the said John Henry Rochester is a person suffering from mental imbecility and he has no committee legally appointed to defend this suit for him.

That your petitioner advised that it is necessary that a guardian ad litem be appointed to answer and defend this suit for him/

Your petitioner therefore prays Your Honors to pass an order appointing some one guardian ad litem for the said John Henry Rochester with authority to answer and defend this suit for him.

Respectfully submitted.

MADISON BROWN
Attorney for the Petitioner.

Filed July 21st, 1936.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT;

I HEREBY CERTIFY that on this twentieth day of July in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, attorney for the Church Hill Bank of Maryland above named petitioner, and he did make oath in due form of law that the matters and things set forth in the aforegoing petition are true and bona fide as therein set forth 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.

FRANCES BUTLER
NOTARY PUBLIC.

Notary
Public
Seal.

Filed July 21st, 1936.

ORDER OF COURT
Filed July 21, 1936.

ORDER OF COURT

The aforegoing petition has been read and considered.

It is thereupon on this twenty-first day of July in the year nineteen hundred and thirty six by the Circuit Court for Queen Anne's County sitting as a Court of Equity, ordered, that Richard T. Earle be and ____ is hereby appointed guardian ad litem of and for John Henry Rochester, defendant of the above entitled cause mentioned in the aforegoing petition, to answer and defend this suit for and on behalf of the said John Henry Rochester.

THOS. J. KEATING

Filed July 21st, 1936.

ANSWER OF THOMAS W. RICHARDS AND
JOHN ROCHESTER RICHARDS, INFANTS,
BY FRANCES BUTLER, GUARDIAN AD LITEM
Filed Sept. 9, 1936.

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

The Church Hill Bank of Maryland, body corporate, plaintiff,	
vs.	Cause No. 3088.
Lillie B. Rochester, et al., defendants.	

To the Honorable, the Judges of said Court:

The answer of Thomas W. Richards and John Rochester Richards, infants under the age of twenty one years, by Frances Butler, their guardian ad litem, to the Bill of Complaint of The Church Hill Bank of Maryland against them in the above entitled cause exhibited:-

These defendants can not admit any of the matters and things alleged in the said Bill and being infants of tender years submit their rights to the protection of this Court.

FRANCES BUTLER
Guardian ad litem

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

I HEREBY CERTIFY that on this 9th day of September in the year nineteen hundred and thirty six before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Frances Butler, the guardian ad litem above named, and she made oath in due form of law that the matters and things stated in the aforegoing Answer are true to the best of her knowledge and belief.

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

Filed Sept. 9th, 1936.

ANSWER OF JOHN HENRY ROCHESTER
BY RICHARD T. EARLE, HIS GUARDIAN
AD LITEM
Filed Sept. 9, 1936.

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

The Church Hill Bank of Maryland, body corporate, plaintiff,	( )	
vs.	( )	Cause No. 3088.
Lillie B. Rochester, et al., defendants.	( )	

To the Honorable, the Judges of said Court:

The answer of John Henry Rochester, a defendant of the above entitled cause and a feeble minded person, by Richard T. Earle, his guardian ad litem by appointment made by the above named Court to the Bill of Compaling of the Church Hill Bank of Maryland in said Court in the above entitled cause exhibited.

This defendant can not admit any of the matters and things alleged in the said Bill and being a deeble minded person he submitts his rights to the protection of this Court.

RICHARD T. EARLE
Guardian Ad Litem.

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

I HEREBY CERTIFY that on this ninth day of September in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Richard T. Earle, the guardian ad litem above named, and he did make oath in due of law that the matters and things stated in the aforegoing Answer are true 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.

FRANCES BUTLER
NOTARY PUBLIC.

Notary
Public
Seal.

Filed Sept. 9th, 1936.

TESTIMONY
Filed September 21, 1936.

The Church Hill Bank of Maryland, a body corporate,	( )	In the Circuit Court for Queen Anne's County, in
vs.	( )	Equity, No. 3088.
Lillie B. Rochester et al	( )	

To the Honorable, the Judges of said Court:

Madison Brown, Esq. Solicitor for the plaintoff, having notified your Examiner that he desired to take testimony in the above entitled cause on Friday, September 4th., 1936, or Saturday, September 5th., 1936, your Examiner did attend at his office on those days to take said testimony but the witnesses not appearing, Mr. Brown notified your Examiner he desired to take said testimony on Tuesday, September 8th., 1936. Your Examiner did attend at his office in Centreville, Maryland, on Tuesday, September 8th., 1936, at 11 o'clock a. m. Madison Brown, Esq., Solicitor for the plaintiff, being present, and proceeded to take the following testimony, to wit:

Dr. Norman S. Dudley was the first witness produced on the part of the plaintiff and having first been duly sworn he did depose and say:

Q. No. 1. Please state your name, occupation and place of residence.
A. No. 2-
My hame is Norman S. Dudley, I live at Church Hill, Maryland. I am a physician and also Register of Wills of Queen Anne's County.

Q. No. 2-
This is a suit brought by The Church Hill Bank of Maryland, a corporation, against Lillie B. Rochester in her own right and against her as trustee under the will of John McC. Rochester of John Henry Rochester, and against Jane McCleary Richards, John Henry Rochester, Thomas Wesley Richards and John Rochester Richards. State which of these parties you know, if any, and how long you have known them.
A. No. 2-
The Church Hill Bank of Maryland is known to me as a bank located in Church Hilk and I have known this bank from its beginning. I know Lillie B. Rochester, Jane McCleary Richards, John Henry Rochester, Thomas Wesley Richards and John Rochester Richards. I have known Lillie, Jane and John Henry for a great many years. Thomas Wesley Richards and John Rochester Richards are infants and I have known them from their birth.
Q. No. 3-
One John McC. Rochester, late of Queen Anne's County, died some time in the month of February, 1918. State whether or not you were acquainted with him and if so, how long you knew him.
A. No. 3-
I knew him very well and I attended him as his physician in his last sickness. I knew him for 30 years.
Q. No. 4-
State if you know whether he left any children at the time of his death and if so, give their names.
A. No. 4-
He left four children. Lillie B. Rochester, Jane McCleary Richards, John Henry Rochester. These are the persons I have already mentioned. He left a sone by the name of James Albert Rochester also.
Q. No. 5-
State whether or not you are acquainted with James Albert Rochester and if so, state whether he is living or dead and if dead, when he died.
A. No. 5-
I was well acquainted with him and knew him for many years. He died first ofMay, 1932.
Q. No. 6-
State if you know whether he left a last will and testament or whether he died intestate.
A. No. 6-
I know as a matter of fact that he died without a will.
Q. No. 7-
State if you know whom he left surviving him as his only heirs at law.
A. No. 7-
He was never married and he left as his only heirs at law his sister, Lillie B. Rochester, his sister, Jane McCleary Richards, and a brother, John Henry Rochester. All of them I have named.
Q. No. 8-
Please state where Lillie B. Rochester lives and give her age if you can and state whether married or single.
A. No. 8-
She lives in Centreville, is over 50 years of age and a single woman.
Q. No. 9-
State if you know where Jane McCleary Richards lives and whether she is married or single and state if she has any children living at the present time.
A. No. 9-
She lives in Baltimore, Maryland and is a widow and is over 50 years of age. She has two children living only, a son John Rochester Richards, and a son Thomas Wesley Richards already mentioned by me who live with their mother in Baltimore and both of whom are under 21 years of age. She has no other issue living.
Q. No. 10-
State if you know where John Henry Rochester lives and if you know give his age and state whether married or single.
A. No. 10-
He is at Rosewood, Owings Mills, Maryland. This is a training shcool for feeble minded. He is over 50 years of age and has never been married.
Q. No. 11-
State how well you are acquainted with John Henry Rochester and state your reasons for knowing him and his condition of health.
A. No. 11-
I have known him for 45 years. I have been his medical attendant. We have lived in the sametown, Church Hill, for 30 years.
Q. No. 12-
Please give me your opinion of his mental condition and state how long this mental condition has existed.
A. No. 12-
I should say that he was feeble minded, incapable of managing his affairs and transacting business and he has been that way 30 years to my knowledge. He is physically a permanent cripple.
Q. No. 13-
Do you or not know the farm known as the "John McC. Rochester Farm" situate in the Second Election District of Queen Anne's County, State of Maryland on the public road from Sudlersville road by way of James Brown's Corner to Chestertown and on the public road by way of I. B. to Crumpton?
A. No. 13-
I know the farm well. It is a farm that John McC. Rochester owned at the time of his death and it contains 250 acres, more or less.
Q. No. 14-
Let us assume that the Church Hill Bank ownes five undivided sixth parts of this farm and that Lillie B. Rochester, as the trustee under the will of John McC. Rochester, her father, of John Henry Rochester, owns one undivided sixth part of this farm. State whether or not in your opinion if this farm is owned by the parties named in the proportions stated if the same can be divided among them according to their respective rights without loss or injury to them and give your reason for your answer.

A. No. 14-
It can not be so divided. One undivided sixth part of the farm would have very little or no value and it might or might not have the buildings on it. No such division can be made without loss or injury to the parties.

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

Answer.
I do not.

NORMAN S. DUDLEY

Henry C. Bowen, a witness of lawful age, was the next witness produced on the part of the plaintiff and having been first duly sworn by me, did depose and say-

Q. No. 1-
Please state your name, age, occupation and place of residence.
A. No. 1-
My name is Henry C. Bowen. I am 50 years of age. I am a farmer by occupation and reside on a farm adjoining the town of Church Hill in Queen Anne's County, Maryland.
Q. No. 2-
This is a suit brought by the Church Hill Bank of Maryland, a corporation, against Lillie B. Rochester, both in her own right and as trustee of John Henry Rochester, Jane McCleary Richards, Thomas Wesley Richards, John Rochester Richards and John Henry Rochester.
State which of them, if any, you know and how long you have been acquainted with any of them you know.
A. No. 2-
I know all the parties. I have known the Bank since it was started many years ago. I have known Lillie B. Rochester, Jane McCleary Richards and John Henry Rochester for years. Thomas Wesley Richards and John Rochester Richards are children of Jane McCleary Richards and I have known them since they were born.
Q. No. 3-
John McC. Rochester, late of Queen Anne's County, died in said county in the month of February, 1918. State whether you knew him or not and if you did state how long you were acquainted with him.
A. No. 3-
I knew him well and my acquaintance with him extended for a period of 25 years and to the date of his death.
Q. No. 4-
Do you or not know if he left children surviving him? If so, state their names and state whether they are now living or dead.
A. No. 4-
I know he left four children surviving him, their names being as follows:
Lillie B. Rochester, James Albert Rochester,
Jane McCleary Rochester, John Henry Rochester.
All of these children are now living except James Albert Rochester who is dead. I knew them all for many years.
Q. No. 5-
State if know where the children mentioned by you as living now reside and which of them are single persons and state which of them married.
A. No. 5-
All of them are of full age. Lillie B. Rochester is a single person and lives in Centreville in this county.
Jane McCleary Richards is a widow and resides in Baltimore City.
John Henry Rochester resides at Rosewood, Owings Mills, Baltimore County, Maryland in the Training School for feeble minded persons.
Q. No. 6-
When and where did James Albert Rochester die?
A. No. 6-
He died in the Emergency Hospital, in Easton, Maryland, in May, 1932.
Q. No. 7-
State if you know whether he died intestate or leaving a will, and whom he left as his heirs at law.
A. No. 7-
He left no will. I know this for I was a Judge of the Orphans' Court of this county when he died and know he left no will. He left as his only heirs at law the following named persons; His sisters, Lillie B. Rochester and Jane McCleary Richards and his brother, John Henry Rochester.
Q. No. 8-
State if you know which of the children of John McC. Rochester now living have issue now living.
A. No. 8-
Lillie B. Rochester and John Henry Rochester have never married and have no legal issue living. Jane McCleary Richards is a widow and has now living two persons as her issue, two sons, Thomas Wesley Richards and John Rochester Richards, who reside with their mother in Baltimore City and both of whom are under twenty one years of age.
Q. No. 9-
State if you know the mental condition of John Henry Rochester.
A. No. 9-
I have known him for forty years as stated before. I have during this time seen him frequently and have talked with him and have observed him. His mental condition is that of a feeble minded person this is apparent to any one who may talk with him. He has been this way for some years.

Q. No. 10-
The bill of complaint is this cause states that John McC. Rochester died seized and possessed of a farm near Church Hill, Maryland. State whether or not this is so, and if it is, whether or not you know this farm, and if you do briefly describe the same, and give your idea of its value.
A. No. 10-
John McC. Rochester when he died owned a farm near Church Hill, Maryland called by his name. It is on the road from Sudlersville by way of James Brown's Corner to Chestertown, and on the road from Church Hill by way of I.B. to Crumpton. I am well acquainted with this farm. It contains about 250 acres, some arable, some in meadow, some in woodland. It is worth in my judgment $5,000.00.
Q. No. 11-
The bill states that this farm is owned by the Church Hill Bank to the extent of five undivided sixth parts and by Lillie B. Rochester as trustee for Henry Henry Rochester, under the will of his father, to extent of one undivided sixth part. Assuming that this statement of ownership is correct, state whether or not this farm can be divided among the parties so owing the same according to their respective rights without loss or injury to them.
A. No. 11-
It cannot be divided. One sixth of said farm set aside by itself from the remainder of said farm would not be salable, unless containing the buildings and if it contained the buildings the rest of the land would suffer in value for lack of buildings.
Examiner's Special Question:-
Do you know, or can you state any other matter or thing which may be of benefit or advantage to the parties of this cause or either of them, or that may be material to the subject 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.

HENRY C. BOWEN

At the conclusion of Mr. Bowen's testimony the taking of further testimony was postponed to Wednesday, September 9th., 1936, and on Wednesday, September 9th., 1936, at 11 o'clock a. m. your Examinder did attend at his office in Centreville, Maryland, there being present Madison Brown, Esq., Solicitor for the plaintiff, and Lillie B. Rochester, Trustee under the will of John McC. Rochester, and proceeded to take the following testimony, to wit:
Lillie B. Rochester, a witness of lawful age, was the next witness produced on the part of the plaintiff and having been first duly sworn by me did depose and say:
Q. No. 1-
Please state your name, place of residence.
A. No. 1-
My name is Lillie B. Rochester and I reside in Centreville, Queen Anne's County, Maryland.
Q. No. 2-
Do you know any of the parties to this cause and if you do state which of them you know and how long you have known them?
A. No. 2-
I have known the plaintiff, the Bank, for many years. I am one of the defendants. John Henry Rochester, is my brother and Jane McCleary Richards is my sister. Thomas W. Richards and John Rochester Richards are the children of my sister Jane McCleary Richards.
Q. No. 3-
Did you not know John McC. Rochester, late of Queen Anne's County, deceased? If so, state when he died and if you know state whether he left a will or not.
A. No. 3-
He died sometime February 22, 1918 and he left a will which has been probated in the Orphans' Court of Queen Anne's County.
Q. No. 4-
Now look at the paper writing marked "Exhibit No. 1" and Examiner's Exhibit A and state if you know what it is.
A. No. 4-
It is a certified copy of the will of John McC. Rochester.
Q. No. 5-
State whether or not the said John McC. Rochester left any children surviving him at the time of his death, and if so, state their names, and tell which of them are now living and give their places of residence.
A. No. 5-
He left four children surviving him and all were of age when he died. I, Lillie B. Rochester, am one of them. Jane McCleary Richards is one of them. John Henry Rochester is one of them. These three are now living. Jane McCleary Richards lives in Baltimore City and John Henry Rochester lives at Rosewood Training School, Baltimore County. He left another son James Albert Rochester who is dead.
Q. No. 6-
State which of the living children of your father have issue now living.
A. No. 6-
I have never married and have no issue. John Henry Rochester has never married and he has no issue. My sister Jane McCleary Richards has two sons living and no other issue.
Q. No. 7-
State the names of the children of your sister Jane McCleary Richards and give their ages and places of residence.
A. No. 7-
Both of these children are under twenty one years of age. John Rochester Richards was born January 15, 1916. Thomas W. Richard was born February 4, 1918. Both live with their mother in Baltimore City, Maryland.
Q. No. 8-
State when and where your brother James Albert Rochester died and state if you know if he left a last will and testament.
A. No. 8-
He died on May 1, 1932 in Easton Hospital, Maryland. He was a resident of Queen Anne's

County when he died. He left no will.
Q. No. 9-
State whom your brother James Albert Rochester left surviving him at the time of his death and his only heirs at law.
A. No. 9-
He left no issue living at the time of his death for he was never married. He left as his only heirs at law myself, Lillie B. Rochester, my sister, Jane McCleary Richards, and my brother, John Henry Rochester. He left no other heirs at law.
Q. No. 10-
The Bill of Complaint states that your father when he died owned a farm in the Second Election District of Queen Anne's County, Maryland known as the "John McC. Rochester Farm" and that it contains 250 acres of land, more or less. State whether or not you know this farm and how long you have known it.
A. No. 10-
I know the farm and have known it all my life. I have been on it many times. It contains the burial ground of the Rochester family.
Q. No. 11-
The Bill states that the Church Hill Bank of Maryland owns five undivided sixth parts of this farm and that you as the trustee of your brother John Henry Rochester under the will of your father owns the remaining undivided one sixth part. State if this is your understanding of the present ownership of the farm and if so, state whether or not in your opinion this farm can be divided among the parties so owning the same and interested therein under said ownership without loss or injury to them.
A. No. 11-
It can not be so divided. I don't believe that one sixth part of it would have any value. I am the trustee of my brother John Henry Rochester under the will of my father and if one sixth of this farm was laid off for me as such trustee it would have practically no value to me.
Q. No. 12-
What is the mental condition of your brother John Henry Rochester?
A. No. 12-
He is mentally incapaciated for the transaction of business.

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

Answer:
I do not.

LILLIE B. ROCHESTER

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 four days and examined three witnesses, making the costs in the proceedings,

H. B. W. Mitchell, Examiner, - - - - - - - - - - - -	$16.00
Norman S. Dudley, witness, - - - - - - - - - - - -	.75
Henry C. Bowen, witness, - - - - - - - - - - - - -	1.50
Lillie B. Rochester, witness, - - - - - - - - - - -	.75
Frances Butler, Stenographer, - - - - - - - - - - - -	3.00
	$22.00

H. B. W. MITHCELL
EXAMINDER.

Filed Sept. 21st, 1936.

NOTE: Examiner's Exhibits A, B, C and D were filed Sept. 21, 1936, with the above testimony and are the same as Plaintiff's Exhibits 1, 2, 3 and 4, which exhibits are found recorded immediately following the Bill of Complaint.

ORDER OF COURT
Filed Jan. 26, 1937.

THE CHURCHILL BANK OF MARYLAND	)	IN THE CIRCUIT COURT FOR
VS.	)	QUEEN ANNE'S COUNTY, IN EQUITY
LILLIE B. ROCHESTER, ET AL	)	

ORDER OF COURT REFERRING PAPERS BACK TO THE EXAMINER.

IT appears to the Court that the answer of the two infant defendants, Thomas W. Richards and John R. Richards, by their guardian ad litem and the answer of John Henry Rochester, non compos adult defendant, by his guardian were not filed in the office of the Clerk of Court on September 8, 1936, on which date two of the witnesses appear to have been examined in the cause to wit: Doctor Norman S. Dudley and Mr. Henry C. Bowen, and said answers then appearing to have been filed therein by notation with the Clerk as of the date September 9, 1936; the examiner is directed to re-issue subpoena in the cause for the said two witnesses and upon their appearance before him to reswear them in order that

they may re-affirm the matters and things stated by them on said September 8, 1936, or to make such additions or alterations thereto as either of said witnesses may desire; and the examiner is directed this 26 day of January, 1937, to make return of the testimony taken in the cause with a report of his compliance with this order.

THOS. J. KEATING

Filed January 26th, 1937.

The above Testimony was re-filed on February 17, 1937, with the following re-affirmation of testimony

The Church Hill Bank of Maryland, a Body Corporate,	)	In the Circuit Court for Queen Anne's County, in
vs.	)	
Lillie B. Rochester et al.	)	Equity. No. 3088.

To The Honorable, the Judges of said Court:

Pursuant to the order of this Honorable Court of the 26th. day of January, 1937, directing your Examiner to re-issue subponeas in this cause for two of the witnesses, namely, Dr. Norman S. Dudley and Mr. Henry C. Bowen, re-swear them and have them re-affirm the matters and things tated by them (in their testimony) on September 8th., 1936, or make such additions or alterations thereto as either of them (said witnesses) may desire, and directing your Examiner to make return of the testimony taken in the said cause with a report of his compliance with said order, said two witnesses, Dr. Norman S. Dudley and Henry C. Bowen, waived the necessity of subpoenas being issued for them and voluntarily appeared before your Examiner and were examined by him at his office in Centreville, Maryland, Wednesday, February 17th., 1937, at 4.00 o'clock, p. m.

The said Dr. Norman S. Dudley and Mr. Henry C. Bowen, having been duly re-sworn, depose and say:

That we, Dr. Norman S. Dudley and Henry C. Bowen, having read the testimony given by us in this cause on the 8th. of September, 1936, both re-affirm the same and the matters and things stated by us in our testimony given by us in this cause on September 8th., 1936 and request that said testimny be re-filed as though the same were again incorporated herein in full and at length, and we do not nor does either of us desire to make any addition thereto or alterations thereto.

NORMAN S. DUDLEY

HENRY C. BOWEN

Your Examiner makes return of this re-affirmation of testimony by Dr. Norman S. Dudley and Mr. Henry C. Bowen as directed by the Court.

Costs charable: Norman S. Dudley,
Witness, $0.75
Henry C. Bowen, Witness, 0.75
$1.50

H. B. W. MITCHELL
Examiner.

Filed February 17th, 1937.

DECREE OF COURT
Filed March 12, 1937.

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

The Church Hill Bank of Maryland, body corporate,	(	
vs.	)	Cause No. 3088.
Lillie B. Rochester, et al.	(	

DECREE OF COURT.

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

It is thereupon, on this twelfth day of March, in the year nineteen hundred and thirty seven, 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 As follows, to wit:-

1. That the real estate in the proceedings mentioned be sold for the purpose of partition between the parties.

2. That Madison Brown, of said County, be and he is hereby appointed trustee to make said sale and the manner and course of his proceedings shall be as follows:
   (A) He shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland to be executed by himself and by a surety or sureties to be approved by this Court or by the said Clerk, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future decree or order in the premises, in the peanl sum of five thousand dollars, if the suret_ on said bond shall be a corporation authorized by the laws of the State of Maryland to qualify as the sole surety on such bond, and in the penal sum of ten thousand dollars, if the surety or sureties on said bond be a natural person or be natural persons.
   (B) He shall then proceed to make the said sale having given at least three weeks previous notice by advertisement to be inserted in some weekly newspaper published in Queen Anne's County, State of Maryland, (and such other notice as he shall think proper) of the place, manner and terms of sale; and
   (C) The terms of sale shall be as follows:
   One-third of the purchase money cash, balance in one and two years from day of sale, or all cash as the purchaser may elect at the time of the sale; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the trustee.
   A deposit of $500.00 to be required of the purchaser at the time and the place of sale, balance of purchase money to bear interest from day of sale.

3. The said trustee, as soon as may be convenient after any such sale or sales, shall return to this court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness thereof, annexed.

4. That on the ratification of such sale by this court, and on payment of the whole purchase money (and not before) the said trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property and estate to him, her or them sold, free clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them.

5. And the said trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit and such commission to such 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.

THOS. J. KEATING

Filed March 12th, 1937.

CERTIFIED COPY OF BOND
Filed May 17, 1937.

Queen Anne's County, to wit: Be it remembered that on the 17th day of May in the year 1937, the following Bond was filed for record, to wit:-

Know All Men By These Presents, that we, Madison Brown, of Queen Anne's County, State of Maryland, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with due authority of law to become the sole surety on bonds of trustees appointed to sell real estate under decrees of the Circuit Courts of said State, are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars, lawful money of the United States of America, to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this seventeenth day of May, in the year nineteen hundred and thirty seven.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date on the 12th day of March in the year nineteen hundred and thirty seven and passed in a cause in said court which is numbered "3088 Chancery" and where in The Church Hill Bank of Maryland, a body corporate, is plaintiff and Lillie B. Rochester et al, are defendants, the above bound Madison Brown has been appointed trustee to make sale of real estate in the proceedings in said cause mentioned.

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

MADISON BROWN (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK,

by MADISON BROWN
Its Attorney in Fact.

Signed, sealed and
delivered in the presence of:

FRANCES BUTLER

Corporate
Seal's
Place.

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

Security approved and Bond filed May 17th 1937.

Wm. H. Carter Clerk

State of Maryland;

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 44, etc., a Bond 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 17th day of May, in the year nineteen hundred and thirty seven.

Seal's
Place.

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed May 18, 1937.

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

The Church Hill Bank of Maryland, plaintiff,	( )	
vs.	( )	Cause No. 3088.
Lillie B. Rochester, et al., defendants.	( )	

To the Honorable, the Judges of said Court:

The report of Madison Brown, the trustee appointed by the decree passed in the above cause to make sale of certain real estate therein mentioned and hereinafter described, respectfully shows:-

1- That prior to the day of sale hereinafter mentioned this trustee gave notice of the time, place, manner and terms of sale of the sale hereinafter mentioned by an advertisement in Queen Anne's Record and Observer, a weekly newspaper published in Centreville in said county, for more than three successive weeks before the day of the sale hereinafter mentioned.

2- That before the day of sale hereinafter mentioned this trustee filed with the Clerk of this court his bond to the State of Maryland with corporate surety thereon in the sum of five thousand dollars for the faithful discharge of the trust reposed in him by said decree as required by said decree which bond on the day it was filed was accepted and approved by said Clerk.

3- That pursuant to said notice of sale this trustee did attend in front of the Court House door in the town of Centreville, Queen Anne's County, on Tuesday, May 18, 1937, at 2 o'clock, P. M. and he then and there proceeded to sell said real estate in the following manner, to wit:
The trustee after calling the sale through J. E. Anthony, his auctioneer, announced that he would read the notice of sale advertised to take place on day mentioned and he then read the notice of sale from the advertisement published. After reading said advertisement the trustee announced that the land to be sold would be sold in addition to the advertised terms under the following terms, to wit:
(a) That the wheat crop of the present year would be reserved from the sale.
(b) That the purchaser would receive the landlord's share of the corn crop to be produced for the current year.
(c) That the purchaser would pay the state and county taxes for year 1937.
(d) That the land would be sold subject to the rights of Casper Meredith, the present tenant, for the remainder of the year, but that the purchaser would be entitled to all the rights of an incoming tenant and to all the rights of ownership consistent to the rights of the tenant.
(e) That the graveyard on the farm, that is to say, the land actually occupied by the graveyard would be reserved from the sale and that the Rochester family would have the right of ingress, egress and regress to the graveyard.

4- The trustee after making the announcements mentioned through the medium of his auctioneer offered for sale the land hereinafter mentioned to the highest bidder, and after having received bids thereon he sold the said land unto The Church Hill Bank of Maryland, a corporation, for the sum of three thousand dollars, the said Bank being then and there the highest bidder for said land.

5- That while the tract of land sold is described in the advertisement of sale the trustee sets forth herein the description of the same least the advertisement of sale may be lost and that description is as follows, to wit: All that farm or tract of land called "The James Albert Rochester Farm" situate in the Second Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from James P. Brown's Corner (on the Church Hill-Chestertown road) to I.B. and on the road which runs directly from Church Hill to I. B. and adjoining the farm known as "James E. Meredith Farm" and the farm known as "The Weatherby Farm of James P. Brown" and containing two hundred fifty acres of land, more or less.
The land is further described in the proceedings of the above entitled cause and is that of course decreed to be sold.

6- The trustee attaches herewith to be taken as part of this report a copy of the notice of sale, certificate attached thereto of the Publishers of the above mentioned newspaper as to the publication of the notice.

7- The purchas has not as yet complied with the terms of sale.

The amount of the sale is $3,000.00

Respectfully submitted.

MADISON BROWN
Trustee.

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

I HEREBY CERTIFY that on this 18th day of May in the year nineteen hundred and thirty seven before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, the trustee mentioned above, and he did make oath in due form of law that the matters and things set forth in the aforegoing REPORT OF SALE are true as therein set forth and that the sale therein made was fairly made 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.

FRANCES BUTLER
NOTARY PUBLIC.

Notary
Public
Seal.

Filed May 18, 1937.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed May 18, 1937.

TRUSTEE'S SALE

OF FARM
NEAR CHURCH HILL

By virtue of the decree of the Circuit Court for Queen Anne's County, in Equity, passed in Cause No. 3088 wherein The Church Hill Bank of Maryland is plaintiff and Lillie B. Rochester et al., are defendants, the undersigned trustee 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 TUESDAY, MAY 18, 1937 at 2 o'clock P. M.

All that farm or tract of land called "The James Albert Rochester Farm" situate in the Second Election District of Queen Anne's County, Maryland, on both sides of the public road leading from James P. Brown's corner (on Church Hill-Chestertown road) to I.B. and on the road which runs directly from Church Hill to I. B. and adjoining the James E. Meredith farm and the "Weatherby Farm of James P. Brown", containing 250 acres of land, more or less. Farm contains about 223 acres of tillable land and meadow land, and about 27 acres in woodland.

Improved by dwelling house and outbuildings.

TERMS OF SALE:

One-third of money cash, balance in one or two years from day of sale, or all cash as the purchaser may elect at time of sale, credit payments to bear interest from day of sale and to be secured to satisfaction of the trustee. A deposit of $500.00 will be required of purchaser at time and place of sale, balance to bear interest from day of sale.

Further particulars made known on day of sale and prior thereto can be obtained from trustee.

J. E. Anthony, Auctioneer. MADISON BROWN, Trustee.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 18 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Trustees Sale in the case of The Church Hill Bank of Maryland vs. Lillie B. Rochester, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 22 day of April, 1937, being more than twenty days before the 18th day of May 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

Filed May 18th, 1937 By BERTHA G. DURNEY

N I S I

The Church Hill Bank of Maryland, Plaintiff	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY IN EQUITY
Lillie B. Rochester, et al.	)	CHANCERY No. 3088

ORDERED, This 18th day of May A. D., 1937, that the sale of the real estate made and reported in this cause by Madison Brown Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of June next.

The Report states the amount of sales to be $3000.00

WILLIAM H. CARTER Clerk.

Filed May 18th, 1937.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed August 16, 1937.

N I S I

THE CHURCH HILL BANK OF MARYLAND,
Plaintiff
vs.
LILLIE B. ROCHESTER, et al.

In the Circuit Court for Queen Anne's County In Equity. Chancery No. 3088

ORDERED, This 18th day of May A. D. 1937 that the sale of the real estate made and reported in this cause by Madison Brown Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of June next.

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

WILLIAM H. CARTER, Clerk.

True Copy-
Test:
WILLIAM H. CARTER, Clerk.
Filed May 18th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 16th, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Church Hill Bank of Maryland, vs. Lillie B. Rochester et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first

publication thereof having been made in said newspaper on the 20th day of May, 1937, being more than four weeks before the 19th day of June 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Aug. 16, 1937.

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

The Church Hill Bank of Maryland, Plaintiff,	(	
-vs-	)	Cause No. 3088.
Lillie B. Rochester, et al., defendants.	(	

It is on this 16th day of August, 1937, ORDERED by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the sale of the real estate decreed to be sold by the decree heretofore passed in the above entitled cause as made by Madison Brown, the trustee appointed to make said sale, and as set forth in the within and aforegoing Report of Sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi passed on the 18th day of May, 1937, in the above cause.

As Madison Brown, the trustee mentioned, is the auditor of this Court it is further ordered by this Court that the papers in this cause be and the same are hereby referred to Richard T. Earle of Queen Annes Co. Md. as special auditor with instructions to state and return to this Court an account between the proceeds of the sale and the said Madison Brown.

THOS. J. KEATING

Filed Aug. 16th, 1937.

ACCOUNT AND REPORT OF
SPECIAL AUDITOR
Filed Oct. 27, 1937.

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

The Church Hill Bank of Maryland, a body corporate,	(	
vs.	)	Cause No. 3088.
Lillie B. Rochester, et al.	(	

To the Honorable, the Judges of said Court:

I, Richard T. Earle, the special auditor appointed to state the within account, do make this report unto you:-

That prior to stating the within account I took before the Clerk of the Court the usual oath of office required of a special auditor.

That I have carefully examined the bill of complaint, the exhibits filed with same and the testimony filed. I find that at the time of the decree the real estate decreed to be sold was owned by The Church Hill Bank of Maryland to the extent of five undivided sixth parts and by Lillie B. Rochester as trustee under the will of John Henry Rochester for life, to the extent of one undivided sixth part, and that the interest of said Bank in the net sales is five-sixths of the net sale and the interest of said trustee is one-sixth of the net sale.

In the within account I have charged Madison Brown, trustee, with the amount of the gross sale made by him and then thereout allowed unto him as follows:
His commissions for making the sale in accordance with the rule of the court, the court costs of these proceedings in accordance with the bill of costs furnished by the Clerk, the costs of advertising the notices of sale and several orders nisi of the cause, the costs of trustee's bond and auctioneer's charges and cost of certain affidavits filed in the proceedings, per the vouchers for same exhibited.
The balance remaining, being net sale, is distributed unto said Bank to the extent of five-sixths and to Lillie B. Rochester, as trustee of John Henry Rochester, to held by her under the provisions of the will of John McC. Rochester, sub-paragraph 5 of paragraph 4 of the will, which not only devises a certain part of the land sold to said trustee but which also gives her the right to expend the corpus so devised unto her in trust for the benefit of John Henry Rochester.

Which is respectfully submitted.

RICHARD T. EARLE
Special Auditor.

October 26, 1937.

Cause No. 3088.

The proceeds of the sale of the real estate of The Church Hill Bank of Maryland and Lillie B. Rochester as testamentary trustee of John Henry Rochester sold in the proceedings of this cause in account with Madison Brown, the trustee making sale of said real estate under the decree of this cause.

1937	CR.		
May 18	By gross proceeds of said sale, per trustee's report filed, the sum of		$3,000.00
" "	DR.		
	To Madison Brown, trustee, his commissions for making the sale, per rule of court, the sum of. . .	$165.00	
	To do., for the court costs of this cause, per Clerk's Bill of Costs as follows, to wit:		
	Costs of W.H. Carter, Clerk, ...	$40.35	
	Costs of Sheriff of Baltimore City	2.85	
	Costs of Sheriff of Baltimore County	.85	
	Appear. fee of Madison Brown	10.00	
	Guardian ad litem fee of Richard T. Earle, ...	4.00	
	of Frances Butler	4.00	
	Costs of N.S. Dudley, Reg. Wills. . .	3.00	
	Costs of Examiner and his Clerk . . .	19.00	
	Fees of witnesses before Examiner, .	3.75	87.80
	To do., for costs of affidavits before Notary Public made to answers and petitions filed in this cause paid the Notary per account, the sum of		1.00
	To do., for costs of advertising in county paper the notice of sale, ...	$30.39	
	order nisi on sale, ...	5.00	
	per receipted account for same exhibited, the sum of	$35.39	35.39
	To do., for cost of advertising the order nisi to be passed as to this audit, the sum of		3.50
	To do., for the cost of his bond with corporate surety thereon paid said surety per account for same receipted, exhibited, the sum of		35.00
	To do., for charges of J.E. Anthony for crying the sale, per receipted account, exhibited the sum of		10.00
	To Richard T. Earle, special auditor, for stating this account, the sum of		9.00
			$346.69
	To balance carried below		$2,653.31
			$3,000.00 $3,000.00

RICHARD T. EARLE Special Auditor

October 25, 1937.

Cause No. 3088.

The proceeds of the sale of the real estate of The Church Hill Bank of Maryland and Lillie B. Rochester as testamentary trustee of John Henry Rochester sold in the proceedings of this cause in account with Madison Brown, the trustee making sale of said real estate under the decree of this cause.

CR.

By balance brought forward, being the net proceeds of the sale of this cause, to wit: $2,653.31

DR.

To the Church Hill Bank of Maryland, 5/6 of said balance, to wit: the sum of	$2,211.10	
To Lillie B. Rochester, as the trustee of John Henry Rochester, to be held by her under the provisions of the Will of John McC. Rochester per sub-paragraph 5 of paragraph 4 of said will, 1/6 of said balance, to wit: the sum of	442.21	
	$2,653.31	$2,653.31

October 25, 1937.

RICHARD T. EARLE
Special Auditor.

Filed October 27, 1937.

NISI RATIFICATION OF AUDIT

The Church Hill Bank of Maryland, a body corporate,	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	
	)	IN EQUITY
Lillie B. Rochester, et al.	)	CASE No. 3088.

ORDERED, This 27 th day of October in the year nineteen hundred and thirty-seven that the Report and Account filed in these proceedings by Richard T. Earle Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of November, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of November, 1937; in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed October 27th, 1937.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF NISI RATIFICATION
OF AUDIT
Filed Nov. 24, 1937.

NISI RATIFICATION OF AUDIT

THE CHURCH HILL BANK OF
MARYLAND
a body corporate
vs.
LILLIE B. ROCHESTER, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3088.

ORDERED, This 27th day of October in the year nineteen hundred and thirty-seven that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of November, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of November, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy--
Test:
WILLIAM H. CARTER, Clerk

Filed October 29th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 24th, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of The Church Hill Bank of Maryland vs. Lillie B. Rochester et al a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 28th day of October 1937, being more than two weeks before the

12th day of November 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Nov. 30, 1937.

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

The Church Hill Bank of Maryland, a body corporate,	(	
vs.	)	Cause No. 3088
Lillie B. Rochester, et al.	(	

ORDER OF COURT.

It is on this 29th day of November, 1937, Ordered by the Circuit Court for Queen Anne's County, sitting as a court of equity, that the within and aforegoing report and account of Richard T. Earle, 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 heretofore passed in this cause in relation to said report and account. And it is further ordered that Madison Brown, the trustee of said cause and the party making the sale of the real estate therein described, be and he is hereby directed to distribute the proceeds of said sale in accordance with said report and account with a due proportion of the interest received and to be received on the credit sales to the commissions due him as trustee and to the several shares of his distributees entitled to the proceeds of sale.

J. OWEN KNOTTS
Judge

Filed Nov. 30th, 1937.

CAUSE NO. 3091.

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

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

Effa Hicks and Walter Hicks, her husband, Emily Seney Pierce and Rodney F. Pierce, her husband, Rheuelma Cole and Lewis Cole, her husband, Eva Ann Packard and Albert G. Packard, her husband,	:	
versus	:	Cause No.
Irene Garnett Beasley, widow, The Hillsboro-Queen Anne Bank, a body corporate, Mortgagee, E. Stephens Valliant, assignee of Judgment, Judgment Creditor, Henry E. Morgan, Horace M. Morgan, Bernard W. Messic, co-partners, trading as The G. L. Jump Hardware & Implement Company, Judgment Creditors.	:	

. . . . . .

To the Honorable, the Judges of said Court:

Your orators, complaining, say:-

1. That one William Franklin DeFord, late of Caroline County, State of Maryland, was in his lifetime seized and possessed of two several tracts or parcels of land adjacent one to the other and reduced into one tract of land called or known as "The William Franklin DeFord Farm situate in the Sixth Election District of Queen Anne's County, State of Maryland," on both sides of the State Road leading from Ruthsburg to the village of Queen Anne, adjoining the land of Charles E. Jarrell and the farm called the "William Holland Farm" and containing 278 acres and 14 perches of land, more or less.

Description of one of the parcels of the whole tract:

Tract No. 1-

Beginning at a stone now planted at the north eastern corner of said land and running thence
South 3 degrees, 30 minutes East, 180 perches; thence
South 86 degrees, 30 minutes West, 210 perches to the road leading from Hillsboro to Ruthsburg; thence with road
North 27 degrees East, 66 perches; thence
North 2 degrees 30 minutes East, 14 perches; thence
North 15 degrees East, 10 perches to a stone; thence
South 86 degrees 30 minutes West, 42 perches to the public road leading from Hillsboro to Centreville and Halls Cross Roads; thence with road
North 47 degrees West, 65 perches; thence
North 23 degrees 30 minutes West, 70 perches; thence
North 88 degrees 30 minutes East, 105 1/2 perches; thence
North 84 degrees East, 24 1/2 perches to the road from Ruthsburg at beginning of a road to Wilson's Mill; thence with that road the greater part of the distance
South 89 degrees 30 minutes East, 154 perches to the place of beginning,
containing 265 acres, 3 roods and 20 perches.

NOTE: This description is taken from the deed given to the said William Franklin DeFord by John E. DeFord et al., dated September 6, 1899, and recorded in Liber W. H. C. No. 9, a land record book of Queen Anne's County, on folio 544.

Description of the other parcel of the whole tract:

Tract No. 2-

Beginning for the outlines thereof at a stone on the county road leading from Queen Anne Station to Ruthsburg at a point which marks the boundary between the DeFord land the John B. Thomas lot and runs thence with said division line
North 88 1/4 degrees West, 52 perches to a stake in division fence; thence with land of Beford Turner
North 4 degrees East, 20 3/5 perches to a stake; thence with Bedford Turner land
North 47 3/4 degrees East, 56 perches to aforesaid county road; thence with county road in southerly direction 59 1/5 perches to the place of beginning.
containing 12 acres, 34 square perches of land

NOTE: The said William Franklin DeFord derived this parcel through two deeds to him:-
one from Charlotte Ann Mason, dated September 22, 1898, recorded in Liber W. H. C. No. 8, on folio 412;
other from James Thomas, dated March 14, 1900, recorded in Liber W. H. C. No. 10, on folio 391.
These libers are those of last named county.

2. That the said William Franklin DeFord, being so seized and possessed of the tract of land above described departed this life, intestate, on or about the 23rd day of February, 1905, leaving surviving him a widow, Emily DeFord who died on or about the 23rd day of December, 1924, and leaving as his only heirs at law nine children whose names are divided into the following groups, to wit:-

Group 1-

(1) Effa DeFord, now the plaintiff Effa Hicks,
(2) Emily DeFord, now the plaintiff Emily Pierce,
(3) Rheuelma DeFord, now the plaintiff Rheuelma Cole,
(4) Eva Ann DeFord, now the Plaintiff Eva Ann Packard,

Group 2-

(5) Irene Garnett DeFord, now the defendant Irene Garnett Beasley,
(6) Francis Albert DeFord, who became the husband of Josephine L. DeFord,

Group 3-

(7) Mary DeFord, who became by marriage Mary Elkins, wife of Samuel Elkins,
(8) Willie Franklin DeFord, who became by marriage Willie Franklin Roane, wife of Grover Cleveland Roane,
(9) Caroline DeFord.

3. That said Francis A. DeFord (of Group 2 above) and Josephine L. DeFord, his wife, by their deed dated July 1, 1910, and recorded in Liber S. S. No. 8, on folio 192, conveyed the one undivided ninth part of said land which said Francis A. DeFord so inherited from his father unto his mother, Emily DeFord, who in her lifetime, by her deed dated June 12, 1922, recorded in Liber J. F. R. No. 9, on folio 77, conveyed said part unto the said Irene Garnett Beasley, her heirs and assigns; a copy of the last mentioned deed, marked "Exhibit No. 1", is filed herewith as part hereof.

4. That the children and heirs at law of the said William Franklin DeFord named in Group 3 above set forth conveyed those undivided parts of said land which they so inherited from their father unto the said Irene Garnett Beasley by the deed described below, that is to say:

(1) the said Mary Elkins and Samuel Elkins, her husband, by their deed dated November 19, 1927, and recorded in Liber B. H. T. No. 7, on folio 33, conveyed her one undivided ninth part of said land unto the said Irene Garnett Beasley, (a copy of this deed marked "Exhibit No. 2" is filed herewith as part hereof)

(2) the said Willie Franklin Roane and Grover Cleveland Roane, her husband by their deed dated July 2, 1928, and recorded in Liber B. H. T. No. 8, on folio 262, conveyed her one undivided ninth part of said land unto the said Irene Garnett Beasley, (a copy of this deed marked "Exhibit No. 3" is filed herewith as part hereof)

(3) the said Caroline DeFord by her deed dated August 27, 1927, and recorded in Liber B. H. T. No. 7, on folio 153, conveyed her one undivided ninth part of said land unto the said Irene Garnett Beasley, (a copy of this deed marked "Exhibit No. 4" is filed herewith as part hereof).

NOTE: The libers above mentioned are land record books of Queen Anne's County.

5. That the said Irene Garnett Beasley, with her husband John James Beasley who was then living, on or about the 3rd day of July, 1928, by a mortgaged dated July 3, 1928, being at that time seized and possessed of five undivided ninth parts of said land, that is to say:-

(A) of the one undivided ninth part she inherited from her said father,

(B) of the one undivided ninth part which was conveyed to her by Emily DeFord by the deed mentioned in paragraph 3 above, and

(C) of the three undivided ninth parts which were conveyed unto her by the deeds mehtioned in paragraph 4 above,

did convey by way of mortgage dated July 3, 1928, her said five undivided ninth parts unto the Hillsboro-Queen Anne Bank, body corporate, the defendant, hereinafter called "Bank", to secure unto said Bank the payment of thirty five hundred dollars due by the said Irene Garnett Beasley unto said Bank with certain interest thereon. A Copy of said mortgage marked "Exhibit No. 5" is filed herewith as part hereof.

6. That the said mortgage remains unpaid, and that there is due thereby the sum of $3500.00, with interest from July 2, 1935.

7. That E. Stephens Valliant is by assignment the holder of a judgment obtained by William E. Valliant, E. Stephens Valliant and Thomas Rigby Valliant, trading as E. S. Valliant & Son, against the said Irene Garnett Beasley on June 25, 1934, in the

Circuit Court for Queen Anne's County in Case No. 20 on its Appearance Docket of its May Term, 1934, for $389.24, and for $39.92 commissions and for certain costs. A certified copy of said judgment marked "Exhibit No. 6" is filed herewith as part hereof.

8. That no part of the judgment described above has been paid and the same remains unsatisfied, and the said E. Stephens Valliant as the holder of said judgment has been made a party defendant to this bill.

9. That Henry E. Morgan, Horace M. Morgan and Bernard W. Messix, co-partners trading as The G. L. Jump Hardware & Implement Company, hereinafter called "The Jump Company" for brevity, are the holders of a judgment obtained by them against said Irene Garnett Beasley on June 26, 1935, in the Circuit Court for Queen Anne's County in Case No. 18, on its Appearance Docket for its May Term, 1935, for $203.36. A certified copy of said judgment marked "Exhibit No. 7" is filed herewith as part hereof.

10. That no part of the judgment described above has been paid and the same remains unsatisfied, and the said Jump Company has been made a defendant to this bill as the holder of said judment.

11. That the said Walter Hicks, the husband of the said Effa Hicks, Rodney F. Pierce, the husband of the said Emily Pierce, the said Lewis Cole, the husband of the Rheuelma Cole, the said Albert G. Packard, the husband of the said Eva Ann Packard, hereby consent that said land shall be sold clear of their respective marital rights in said land at the sale hereinafter prayed for and have become plaintiffs to this bill to evidence such consent so far as same may be necessary.

12. That the said land is now owned by the following named persons in the following described proportions, to wit:
By the said Effa Hicks to the extent of one undivided ninth part,
By the said Emily Pierce to the extent of one undivided ninth part,
By the said Rheuelma Cole to the extent of one undivided ninth part,
By the said Eva Ann Packard to the extent of one undivided hinth part,
By the said Irene Garnett Beasley to the extent of five undivided ninth parts, subject, however, as to her said undivided parts to the mortgage above described of said "Bank",
to the judgment lien above described of the said E. Stephens Valliant,
to the judgment lien above described of the said "Jump Company".

13. That the land hereinbefore described annot be divided among the parties entitled thereto and now owning the same as above set forth according to their respective rights therein without loss or injury to them.

14. That your orators are advised that they are entitled to have said land sold under a decree of this Honorable Court free and clear of the mortgage of said "Bank", free and clear of the judgment of said E. S. Valliant and free and clear of the judgment of said "Jump Company", and a division of the money arising from such sale had among the parties entitled thereto as herein set forth according to their respective rights, the rights of the said Bank as the holder of said mortgage, those of said E. S. Valliant as the holder of his above described, judgment and those of the said "Jump Company" as the holder of their above described judgment to be protected in the distribution of that part of the proceeds of the sale to which said Irene Garnett Beasley will be entitled.

15. That while the said Irene Garnett Beasley is now a widow and a non-resident of the State of Maryland, residing in Colerain in the State of North Carolina, your orators are advised she can be found in Queen Anne's County aforesaid.

16. That the principal place of business of the said Bank is in Caroline County in the State of Maryland and its officers can be found therein.

17. That the said E. Stephens Valliant, Henry E. Morgan, Horace M. Morgan and Bernard W. Messix all reside in Queen Anne's County aforesaid.

To the end therefore:

1. That a decree may be passed for the sale of the real estate hereinbefore described free and clear of the lien of the said mortgage and of the two judgments resting against the said undivided interest or parts in said land of the said Irene Garnett Beasley as hereinbefore set forth.

2. That a division of the money arising from such sale among the parties entitled thereto according to their respective rights as hereinbefore set forth may be had under the direction of this court.

3. That in said division the rights of the said Bank as first lienor, of said E. Stephens Valliant as second lienor and of said Jump Company as third lienor against the undivided interests in said land of the said Irene Garnett Beasley may be protected.

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 Irene Garnett Beasley, to the said E. Stephens Valliant, and to the said Henry E. Morgan, Horace M. Morgan and Bernard W. Messix, all residing in Queen Anne's County aforesaid, and to the Hillsboro-Queen Anne Bank, said corporation with its principal office in Caroline County aforesaid and wherein its officers may be found, 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 as in duty bound, etc.

MADISON BROWN
Solicitor for the Plaintiffs.

To Madison Brown, attorney at law,
Centreville, Maryland.

We, the undersigned, authorize you to file in the Circuit Court for Queen Anne's County, in Equity a Bill of Complaint for the sale of the farm called "The William Franklin DeFord Farm" situate in Queen Anne's County aforesaid on both sides of the public road leading from Ruthsburg to Queen Anne Station for the purpose of division of the proceeds of sale among the heirs of said William Franklin DeFord and to make us, the undersigned, parties, plaintiffs to said Bill.

EFFA HICKS
a daughter of William Franklin
DeFord

WALTER HICKS
her husband.

To Madison Brown, attorney at law,
Centreville, Maryland.

We, the undersigned, authorize you to file in the Circuit Court for Queen Anne's County, in Equity a Bill of Complaint for the sale of the farm called "The William Franklin DeFord Farm" situate in Queen Anne's County aforesaid on both sides of the public road leading from Ruthsburg to Queen Anne Station for the purpose of sale of said farm for the purpose of division of the proceeds of sale among the heirs of said William Franklin DeFord and to make us, the undersigned, parties, plaintiffs to said Bill.

EMILY SENEY PIERCE
A daughter of William Franklin
DeFord

RODNEY F. PIERCE
her husband.

To Madison Brown, attorney at law,
Centreville, Maryland.

We, the undersigned, authorize you to file in the Circuit Court for Queen Anne's County, in Equity a Bill of Complaint for the sale of the farm called "The William Franklin DeFord Farm" situate in Queen Anne's County aforesaid on both sides of the public road leading from Ruthsburg to Queen Anne Station for the purpose of sale of said farm for the purpose of division of the proceeds of sale among the heirs of said William Franklin DeFord and to make us, the undersigned parties, plaintiffs to said Bill.

EVA ANN DeFORD
a daughter of William Franklin
DeFord

ALBERT G. PACKARD
her husband

RHEUELMA COLE
a daughter of William Franklin
DeFord.

LEWIS T. COLE
her husband.

EXHIBIT NO. I
Filed July 11, 1936.

#9343. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifteenth day of June, in the year nineteen hundred and twenty two, the following Deed was brought to be recorded, to wit:

THIS DEED- made this twelfth day of June, in the year nineteen hundred and twenty two, by Emily DeFord, widow, of Caroline County, State of Maryland.

WHEREAS, Emily DeFord of Caroline County, State of Maryland, purchased from Francis A. DeFord and Josephine L. DeFord, his wife, an undivided one-ninth interest in the lands hereinafter described subject to the dower interest of the said Emily DeFord, and

Whereas, the said Emily FefoRd, desires to convey the said undivided one ninth interest in the lands and premises hereinafter described to Irene Garnett Beasley of Bertie County, State of North Caroline, subject to her dower interest in said land.

NOW THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of ten hundred fifty dollars ($1050.00) to her in hand paid, the receipt of which is hereby acknowledged, the said Emily Deford does hereby grant and convay subject to har dower interest, an undivided one-ninth interest in all those two lots, pieces or parcels of land situate, lying and being in the sixth election district of Queen Anne's County, State oforesaid, and described as follows, that is to say:-

Tract No. 1 Beginning at a stone now planted at the north eastern corner of said land and running thence south three degrees and thirty minutes east, one hundred eighty perches, thence south eighty six degrees and thirty minutes west two hundred and ten perches to the road leading from Hillsboro to Ruthsburg, thence with the road north twenty seven degrees east sixty six perches, north two degrees and thirty minutes east fourteen perches north fifteen degrees east ten perches to a stone thence south eighty six degrees and thirty minutes west forty two perches to the public road leading from Hillsboro to Centreville and Halls Cross Roads, thence with the road north fofty seven degrees west sixty five perches, north twenty three degrees and thirty minutes west seventy perches, thence north eighty eight degrees thirty minutes east one hundred and five and one-half perches, thence north eighty four degrees east twenty four and one-half perches to the road from Ruthsburg at the beginning of a road to Wilson's Mill, thence with that road the greater part of the distance, south eighty nine degrees and minutes east, one hundred fifty four perches to the place of brginning, containing two hundred sixty five acres, three roods and twenty perches of land, more or less.

TRACT No. 2 . Beginning for the outlines thereof at a stone on the County road leading from Queen Anne Station to Ruthsburg at a point which marks the boundry between the Deford land and the John B. Thomas lot and runs thence with said divisions line north eighty eight one fourth degrees west, fifty two perches to a stake in division fence thence with land of Bedford Turner north four degrees east twenty and three-fifths perches to a stake thence with Bedford Turner land north forty seven and three-fourths degrees east fifty six perches to aforesaid County road, thence with the County road in a southerly direction fifty nine and one-fifth perches to the place of beginning, containing the quanity of twelve acres and thirty four square perches of land, more or less.

It being the same tract of land of which John B. Thomas died seized and possessed located in Damsontown, Queen Anne County, Maryland. It being the same land conveyed by Francis A. Deford and wife to the said Emily Deford by deed dated July 1, 1910, and recorded in Liber S. S. No. 8. folio 192 etc. a land record book for Queen Anne's County.

Together with the buildings and improvements thereon erected made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To have to hold the land and premises above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Irene Garnett Beasley, her heirs and assigns in fee simple, subject however to the dower interest in said land which the said Emily Deford hereby reserves.

And the said Emily Deford covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test: Emily DeFord. (Seal)
WM. S. CROUSE.

State of Maryland, Caroline County, to wit:-

I hereby certify that on this 12th. day of June, in the year nineteen hundred and twenty two, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Emily DeFord and acknowledged the aforegoing deed to be her act.

As witness my hand and Notarial seal.

Notary
Public
Seal.

Wm. S. Crouse
Notary Public.

One One Dollar and
One fifty cent Internal
Revenue Stamp, endorsed:

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

I hereby certify that the aforegoing was truly taken and copied from Liber J. F. R. No. 9, folio 77 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 8th. day of July, 1936.

Seal's
Place.

WILLIAM H. CARTER
Clerk

EXHIBIT NO. 2
Filed July 11, 1936.

#12,760. Queen Anne's County, to wit: Be it remembered that on the 26th day of November, in the year Nineteen hundred and twenty seven, the following Deed was brought to be recorded, to wit:

This Deed, made this 19th day of November, in the year nineteen hundred and twenty seven, by Mary Elkins and James E. Elkins, her husband, both of Ware Co., County, State of Georgia,

Whereas, William Frank DeFord departed this life on the 23rd day of February, 1935, intestate, and left and left to survive him a widow, Emily DeFord, Irene Garnett Beasley, Effie Hicks, Mary Elkins, Emily Pierce, Mrs. William Franklin Roane, Rheuelma Cole, Caroline DeFord Monroe and Eva Ann Packard, and

Whereas, the said Emily DeFord departed this life on the 23rd day of December, 1924, and,

Whereas, the said Mary Elkins is the owner of an undivided one-ninth interest in the land hereinafter described, and desires to convey said undivided one ninth interest in said lands and premises to Irene Garnett Beasley, of Bertie County, State of North Carolina.

Now, Therefore, This Deed Witnesseth, that for and in consideration of the sum of One Thousand Dollars ($1,000.00) to them in hand paid, the receipt of which is hereby acknowledged, the said Mary Elkins and James S. Elkins, do hereby grant and convey unto Irene Garnett Beasley, her heirs and assigns, in fee simple, an undivided one ninth interest in all those two lots, pieces or parcels of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, and described as follows: that is to say:

Tract No. 1. Beginning at a stone now planted at the northeastern corner of said Land and running thence south three degrees and thirty minutes east one hundred eighty perches, thence south eighty six degrees and thirty minutes west two hundred and ten perches to the road leading from Hillsboro to Ruthsburg thence with the road north twenty-seven degrees east sixty six perches, north two degrees and thirty minutes east fourteen perches north fifteen degrees east ten perches to a stone, thence south eighty six degrees and thirty minutes west forty two perches to the public road leading from Hillsboro to Centreville and Halls Cross Roads, thence with the road north forty seven degrees west sixty five perches, north twenty three degrees and thirty minutes west seventy perches, thence north eighty eight degrees thirty minutes, east one hundred and five and one half perches, thence north eighty four degrees east twenty four and one half perches to the road from Ruthsburg at the beginning of a road to Wilson's Mill, thence with that road the greater part of the distance, south eighty nine degrees, and thirty minutes east one hundred fifty four perches to the place of beginning, containing two hundred sixty five (265) acres, three (3) roods and twenty (20) perches of land, more or less.
Tract No. 2. Beginning for the outlines thereof at a stone on the County road leading from Queen Annes Station to Ruthsburg at a point which marks the boundary between the DeFord land and the John B. Thomas Lot, and runs thence with said division line north eighty eight and one fourth degrees west fifty two perches to a stake in division fence, thence with land of Bedford Turner north four degrees east twenty and three fifths perches to a stake, thence with Bedford Turner land north forty seven and three fourths degrees east fifty six perches to aforesaid County Road, thence with the County road in a southerly direction fifty nine and one fifth perches to the place of beginning, containing the quantity of twelve (12) acres and thirty four square perches of land, more or less.

It being a one-ninth interest in the same lands described in a deed from Harrison Thomas et. al. to said William Frank DeFord dated March 14th, 1900, and recorded in Liber W. H. C. No. 10, folio 391 etc. one of the land record books for Queen Anne's County.

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

To have and to hold the land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Irene Garnett Beasley her heirs and assigns in fee simple.

And the said Mary Elkins and James S. Elkins, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of land as may be requisite.

Witness the hands and seals of the said grantors.

Mary Elkins (SEAL)

Test:

James S. Elkins (SEAL)

Jonnie Smith

State of Maryland, County, to wit:

I hereby certify that on this 19th day of November, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Georgia, in and for the County aforesaid, personally appeared Mary Elkins and James S. Elkins, her husband, and acknowledged the aforegoing deed to be their respective act and deed.

As Witness my hand Notarial seal.

Notary Public Seal.

Louise Breen
Notary Public.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 7, folio 339, a Land Record Book for Queen Anne's County.

Seal's Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County this 7th day of July A. D. 1936.

WILLIAM H. CARTER, Clerk Circuit Court for Queen Anne's County.

EXHIBIT NO. 3
Filed July 11, 1936.

#13,129. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 24th. day of July, in the year nineteen hundred and twenty-eight, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 2nd. day of July, in the year nineteen hundred and twenty-eight, by Willie Franklin Roane and Grover C. Roane, her husband, both of Warwick County, State of Virginia.

WHEREAS, William Franklin DeFord departed this life on the 23rd. day of February, 1905, intestate, and left to survive him a widow, Emily DeFord, and the following children, as his only heirs at law, to-wit: Francis Albert DeFord, Irene Garnett Beasley, Effie Hicks, Mary Elkins, Emily Pierce, Mrs. Willie Franklin Roane, Rheuelma Cole, Caroline DeFord Monroe, and Eva Ann Packard, and

WHEREAS, thesaid Emily DeFord departed this life on the 23rd day of December, 1924, and

WHEREAS, the said Willie Franklin Roane is the owner of an undivided one-tenth interest in the lands hereinafter described, and desires to convey said undivided one-ninth interest in said lands and premises to Irene Garnett Beasley, of Bertie County, State of North Carolina.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of Thirteen Hundred ($1300.00) Dollars, to them in hand paid, the receipt of which is hereby acknowledged, the said Willie Franklin Roane and Grover C. Roane do hereby grant and convey unto Irene Garnett Beasley, her heirs and assigns, in fee simple, an undivided one-ninth interest in All those two lots, pieces or parcels of land situate, lying and being in the Sixth Election District of Queen Anne County, State of Maryland, and described as follows, that is to say:

TRACT NO. 1. Beginning at a stone now planted at the northeastern corner of said land and running thence south three degrees and thirty minutes east one hundred eighty perches, thence south eighty-six degrees and thirty minutes west two hundred and ten perches to the road leading from Hillsboro to Ruthsburg, thence with the road north twenty-seven degrees east sixty-six perches, North two degrees and thirty minutes east fourteen perches north fifteen degrees east ten perches to a stone, thencesouth eighty-six degrees and thirty minutes west forty-two perches to the public road leading from Hillsboro to Centreville and Halls Cross Roads, thence with the road north forty-seven degrees west sixty-five perches, north twenty-three degrees and thirty minutes west seventy perches, thence north eighty-eight degrees thirty minutes east one hundred and five and one-half perches, thence north eighty-four degrees east twenty-four and one-half perches to the road from Ruthsburg at the beginning of a road to Wilson's Mill, thence with that road the greater part of the distance, south eighty-nine degrees and thirty minutes east one hundred fifty-four perches to the place of beginning, containing TWO HUNDRED SIXTY-FIVE (265) ACRES, THREE (3) ROODS AND TWENTY (20) PERCHES of land, more or less. It being the same land and

premises mentioned and described in a deed from John E. DeFord to William Franklin DeFord, bearing date the 6th day of September, 1899, and recorded in Liber W. H. C. No. 9, folio 544, one of the Land Record Books for Queen Anne County.

TRACT NO. 2. Beginning for the outlines thereof at a stone on the county road leading from Queen Anne Station to Ruthsburg at a point which marks the boundry between the DeFord land and the John B. Thomas Lot, and runs thence with said devision line north eighty-eight and one-fourth degrees west fifty-two perches to a stake in division fence, thence with land of Bedford Turner north four degrees east twenty and three-fifths perches to a stake, thence with Bedford Turner land north forty-seven and three-fourths degrees east fifty-six perches to aforesaid county road, thence with the county road in a southerly direction fifty-nine and one-fifty perches to the place of beginning, containing the quanity of TWELVE (12) ACRES AND THIRTY-FOUR (34) SQUARE PERCHES of land, more or less. It being the same land and premises mentioned and described in two deeds to William Franklin DeFord, one from Charlotte Ann Mason dated September 22nd. 1898, and recorded in Liber W. H. C. No. 8, folio 412, and the other from James Thomas and Harrison Thomas, dated March 14th. 1900, and recorded in Liber W. H. C. No. 10, folio 391, land record books for Queen Anne's County.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privielges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Irene Garnett Beasley, her heirs and assigns, in fee simple.

AND the said Willie Franklin Roane and Grover C. Roane covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

Willie Franklin Roane (SEAL)

TEST: M. J. Stockdon

Grover C. Roane (SEAL)

July 2, 1928

STATE OF VIRGINIA, WARWICK COUNTY, TO WIT:

I hereby certify that on this 2nd. day of July, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Virginia, in and for Warwick County aforesaid, personally appeared Willie Franklin Roane and Grover C. Roane, her husband, and acknowledged the aforegoing deed to be their respective act and deed.

AS WITNESS my hand and Notarial Seal.

M. J. Stockdon
Notary Public.

Notary
Public
Seal.

My Commission Expires May 31st. 1931.

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

I hereby certify that the aforegoing was truly taken and copied from Liber B. H. T. No. 8 Folio 262 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 8th. day of July, 1936.

Seal's
Place.

WILLIAM H. CARTER
Clerk.

EXHIBIT No. 4
Filed July 11, 1931.

#12,621. Queen Anne's County, to wit: Be it remembered that on the 8th day of September, in the year nineteen hundred and twenty seven, the following Deed was brought to be recorded, to wit:

This Deed, made this 27th day of August, in the year Nineteen hundred and twenty seven, by Caroline DeFord, single woman, of the City of Philadelphia, State of Pennsylvania.

Whereas, William Frank DeFord departed departed this life on the twenty-third day of February, Nineteen hundred and five, intestate, and left to survive him a widow, Emily DeFord, and the following children as his only heirs at law to wit: Francis Albert DeFord, Irene Garnett Beasley Effie Hicks, Mary Elkins, Emily Pierce, Mrs. William Frank Roane, Rheuelma Cole, Caroline DeFord and Eva Emma Packard, and

Whereas, the said Emily DeFord departed this life on the twenty third day of December Nineteen hundred and twenty-four, and

Whereas, the said Caroline DeFord is the owner of an undivided one ninth interest in the lands hereinafter described and desires to convey said undivided one ninth interest in said lands and premises to Irene Garnett Beasley, of Bertie County, State of North Carolina,

Now, Therefore, This Deed Witnesseth, that for and in consideration of the sum of Thirteen Hundred Dollars ($1300.00) to her in hand paid, the receipt of which is hereby acknowledged, the said Caroline DeFord does hereby grant and convey unto Irene Garnett Beasley, her heirs and assigns, in fee simple, an undivided one ninth one ninth interest in all these two lots, pieces or parcels of land, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

Tract No. 1 Beginning at a stone now planted at the north eastern corner of said land and running south three degrees and thirty minutes east one hundred eighty perches, thence south eighty six degrees and thirty minutes west Two hundred and ten perches to the road leading from Hillsboro to Ruthsburg, thence with the road north twenty seven degrees and sixty-six perches, north two degrees,and thirty minutes east fourteen perches north fifteen degrees east ten perches to a stone, thence south eighty six degrees and thirty minutes west forty-two perches to the public road leading from Hillsboro to Centreville and Halls Cross Roads, thence with the road north forty seven degrees west sixty five perches, north twenty three degrees and thirty minutes west seventy perches, thence north eighty-eight degrees, thirty minutes east one hundred and five and one half perches, thence north eighty four degrees east twenty four and one half perches to the road from Ruthsburg at the beginning of a road to Wilson's Mill, thence with that road the greater part of the distance, south eighty nine degrees and thirty minutes east one hundred fifty four perches to the place of beginning, containing two hundred sixty five (265) acres, three (3) roods and twenty perches of land, more or less.
Tract No. 2. Beginning for the outlines thereof at a stone on the County road leading from Queen Anne Station to Ruthsburg at a point which marks the boundary between the DeFord land and the John B. Thomas lot and runs thence with said division line north eighty eight one fourth degrees west fifty two perches to a stake in division fence, thence with land of Bedford Turner north four degrees east twenty and three fifth perches to a stake thence with Bedford Turner land north forty seven and three-fourth degrees east fifty six perches to aforesaid County road, thence with the County road in a southerly direction fifty nine and one fifth perches to the place of beginning, containing the quantity of twelve (12) acres, and thirty four (34) square perches of land, more or less. It being the same lands described in a deed from Harrison Thomas et. al. to the said William Frank DeFord, dated March 14th, 1930, and recorded in Liber W. H. C. No. 10, folio 391, etc., one of the land record books for Queen Annes County.

Together with the buildings and improvements thereon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances, and advantages to the same belonging or in any wise appertaining.

To have and to hold the land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Irene Garnett DeFord, her heirs and assigns, in fee simple.

And the said Caroline DeFord covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said Grantor.

Test:

A.D.White CAROLINE DeFORD (SEAL)

State of North Carolina, Bertie County, to wit:

I hereby certify that on this 29th day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of North Carolina, in and for the County aforesaid, personally appeared Caroline DeFord singlewoman, and acknowledged the aforegoing Deed to be her act.

As Witness my hand and Notarial seal.

Notary
Public
Seal.

A. D. WHITE
Notary Public.

My Com. exp. May 3/1928.

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the aforegoing is truly taken and copied from Liber B. H. T. No. 7, folio 153 &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 Court for Queen Anne's County, this 7th day of July, A. D. 1936.

Seal's Place.

WM. H. CARTER, Clerk

EXHIBIT NO. 5
Filed July 11, 1936.

#13,130. Queen Anne's County, to wit: Be it remembered that on the 24th day of July, in the year Nineteen Hundred and twenty eight the following Mortgage was brought to be recorded, to wit:-

This Mortgage, made this 3rd day of July, Nineteen Hundred and twenty eight, by Irene Garnett Beasley and John James Beasley, her husband, of Bertie County, State of North Carolina, 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 thirty five hundred ($3500.00) dollars for which we have given to said Bank our promissory note for said amount of even date herewith and payable at its banking house of Hillsboro, Maryland, six months after date, with interest, and we did agree as a condition precedent, to further secure the payment of said note, and any and all renewals or renewals thereof, either for the whole or any part thereof (including a renewal of a renewal), which may be accepted by the said Bank, by a first mortgage lien upon our interest in the property hereinafter mentioned as being hereby conveyed.

Whereas, William Franklin DeFord departed this life on the 23rd day of February, 1905, intestate and left to survive him a widow, Emily DeFord, and the following children as his only heirs at law, to wit: Francis Albert DeFord, Iren Garnett Beasley Effie Hicks, Mary Elkins, Emily Pierce, Willie Franklin Roane, Rheuelma Cole, Caroline DeFord Monroe, and Eva Ann Packard, and Whereas, the said Emily DeFord departed this life on the 23rd. day of December, 1924, and

WHEREAS, the said Irene Garnett Beasley now ownes as tenant in common a five ninths interest in the hereinafter described real estate.

Now, Thereofre, this Mortgage Witnesseth, that for and in consideration of the premises, and the further sum of one dollar, the said Irene Garnett Beasley, and John James Beasley do grant and convey unto the said The Hillsboro Queen Anne Bank, its successors and assigns, in fee simple, all their five ninths interest in all those two lots, pieces or parcels of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

Tract No. 1 Beginning at a stone now planted at the north eastern corner of said land and running thence south three degrees and thirty minutes east one hundred eighty perches, thence south eighty-six degrees and thirty minutes west two hundred and ten perches to the road leading from Hillsboro to Ruthsburg, thence with the road north twenty-seven degrees east sixty-six perches, north two degrees and thirty minutes east fourteen perches north fifteen degrees east ten perches to a stone, thence south eighty-six degrees and thirty minutes west forty two perches to the public road leading from Hillsboro to Centreville and Halls Cross roads, thence with the road north forty seven degrees west sixty-five perches north twenty-three degrees and thirty minutes west seventy perches, thence north eighty eight degrees thirty minutes, east one hundred and five and one half perches, thence north eighty four degrees east twenty four and one half perches to the road from Ruthsburg at the beginning of a road to Wilson's Mill, thence with that road the greater part of the distance, south eighty nine degrees and thirty minutes east one hundred and fifty four perches to the place of beginning containing two hundred sixty-five (265) acres, three (3) roods and twenty (20) perches of land, more or less. It being the same land and premises mentioned and described in a deed from John E. DeFord to William Franklin DeFord, bearing date the 6th day of September 1899 and recorded in Liber W.H.C. No. 9 folio 544, one of the Land Record Books for Queen Anne County.
Tract No. 2. Beginning for the outlines thereof at a stone on the County road leading from Queen Anne Station to Ruthsburg at a point which marks the boundary between the DeFord land and the John B. Thomas Lot, and runs thence with said division line north eighty eight and one fourth degrees west fifty two perches to a stake in the division fence, thence with the land of Bedford Turner north four degrees east twenty and three fifths perches to a stake, thence with Bedford Turner land north forty seven and three fourths degrees east fifty six perches to aforesaid county road, thence with the County road in a southerly direction fifty nine and one-fifth perches to the place of beginning, containing the quantity of twelve (12) and thirty-four (34) square perches of land, more or less. It being the same land and premises mentioned and described in two deeds to William Franklin DeFord, one from Charlotte Ann Mason, dated September 22nd, 1898, and recorded in Liber W. H. C. No. 8, folio 412, and the other from James Thomas and Harrison Thomas, dated March 14th, 1900, and recorded in Liber

W. H. C. No. 10, folio 391, Land record Book for Queen Annes County.
The five ninths interest of the said Irene Garnett Beasley as heretofore mentioned in the hereinbefore described real estate is made up as follows: one ninth interest inherited from her father, William Franklin DeFord, one ninth interest conveyed by Francis Albert DeFord to Emily DeFord, by deed dated July 1st, 1910, and recorded in Liber S. S. No. 8, folio 192, one of the Land Record Books for Queen Anne's County, and conveyed by the said Emily DeFord to the said Irene Garnett Beasley by deed dated June 12th, 1922, and recorded in Liber J. F. R. No. 9, folio 77, one of the Land Record Books for Queen Anne County, one ninth interest conveyed by Caroline DeFord (now Caroline DeFord Monroe) to the said Irene Garnett Beasley on August 27th 1927, and recorded in Liber B. H. T. No. 7, folio 153, one of the land Record Books for Queen Anne's County; one ninth interest conveyed by Mary Elkins to the said Irene Garnett Beasley on November 19th, 1927, and recorded in Liber B. H. T. No. 7, folio 339, one of the Land Record Books for Queen Anne County; and one-ninth interest conveyed by Willie Franklin Roane and husband to the said Irene Garnett Beasley by deed about to be recorded among the Land Record for Queen Anne's County.

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

Provided, that if we shall cause to be paid the said note and all renewal notes as aforesaid, punctually according th the tenor of said note, interest and principal, 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 renewal or renewals thereof, as aforesaid, and interest hereby intended to be secured, all taxes that may be levied on the property hereby intended to be conveyed and all prior liens upon said property when each shall become due and 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 or 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 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 hand and seals of the said mortgagors.

Irene Garnett Beasley (SEAL)

Test: A. D. White

John James Beasley (SEAL)

July 3/1928

Colerain, N. C.

State of North Carolina, Bertie County, to wit:

I hereby certify that on this 3rd day of July, 1928, in the year nineteen hundred and twenty eight, before me before me, the subscriber, a Notary Public of the State of North Carolina, in and for Bertie County aforesaid, personally appeared Irene Garnett Beasley, and John James Beasley, her husband, and acknowledged the aforegoing mortgage to be their respective act.

As witness my hand and Notarial Seal the day and year first above written.

Notary
Public
Seal.

A. D. White
Notary Public.

My Com. exp. May 3/1930

State of Maryland, Caroline County, to wit:

I hereby certify that on this 23rd day of July in the year nineteen hundred and twenty-eight, personally appeared before me a duly authorized Notary Public of the State of Maryland, in and for Caroline County aforesaid, Howard P. Flowers, Attorney and Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the aforego-

ing 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 the day and year first above written.

Notary Public Seal.

F. E. Fleming
Notary Public.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 8, folios 265 &c., a Land Record Book for Queen Annes County.

In Testimony Whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County, this 7th day of July A. D. 1936.

Seal's Place.

Wm. H. Carter, Clerk of the Circuit Court for Queen Annes County.

EXHIBIT NO. 6
Filed July 11, 1936.

(SHORT COPY OF JUDGMENT)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND.

May TERM, 1934

M.B. William E. Valliant, E. Stephens Valliant, Thomas Rigby Valliant Co-Partners, trading as E. S. Valliant and Son, use of E. Stephens Valliant as per order filed July 7th, 1936

Clerk $2.45 pd. 12/17/34
Appr. 5.00

versus

I. G. Beasley

)Filed June 25th, 1934. Order to docket suit Narr and Note with power to enter judgment by confession.
June 25th, 1934. Judgment entered by confession by the Defendants in favor of the Plaintiffs for the sum of Three Hundred Eighty nine dollars and twenty four cents $389.24 with interest from date hereof until paid, and costs of suit, with all exemptions waived and $39.92 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 the said Judgment or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 7th day of July in the year of our Lord, one thousand nine hundred and 36.

Seal's Place.

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

EXHIBIT NO. 7.
Filed July 11, 1936.

(SHORT COPY OF JUDGMENT)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND.

No. 18 Apprs. May TERM, 1936.

H&H

Henry E. Morgan, Horace M. Morgan, and Bernard W. Messix, Co-Partners, trading as The G. L. Jump Hardware & Implement Company of Queen Annes County

versus

I. G. Beasley, Agent
I. G. Beasley,

Filed June 26th, 1935. Order to docket suit Narr, Note with power to enter judgment by confession, agreement and Statement of Debt: June 26th, 1935. Judgment entered by confession by the Defendant in favor of the Plaintiffs for the sum of Two Hundred and three dollars and thirty six cents, with interest from date hereof until paid, and costs of suit, with all exemptions waived, and $20.34 commissions

Fifa issued May 19th, 1936 to July Term 1936 #3.

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 the said Judgment or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 7th day of July, in the year of our Lord, one thousand nine hundred and 36.

Seal's
Place.

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

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

To

Irene Garnett Beasley, Widow

Seal's
Place

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 Effie Hicks and husband, et al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of July 1936
Issued the Eleventh day of July 1936.

William H. Carter Clerk

Madison Brown
Solicitor for Complainants

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

William H. Carter Clerk

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

To lie in office.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO The Hillsboro-Queen Annes Bank, a body Corporate Mortgagee,

Seal's
Place.

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 Effie Hicks and husband, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the First Monday of July 1936.

Issued the Eleventh day of July, 1936.

William H. Carter Clerk

Madison Brown

Solicitor for Complainants

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

William H. Carter Clerk

And on the back of the aforegoing subpoena was thus endorsed, to wit:
To lie in office.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO E. Stephens Valliant, Assignee of a Judgment,
Judgment Creditor.

Seal's
Place.

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 Effie Hicks and husband, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of July 1936.
Issued the Eleventh day of July 1936.

William H. Carter Clerk

Madison Brown
Solicitor for Complainant

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

William H. Carter Clerk

And on the back of the aforegoing subpoena is thus endorsed, to wit:-
To lie in office.

SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place. Henry E. Morgan, Horace M. Morgan, Bernard W. Messix, Co-Partners trading as The C. L. Jump Hardware & Implement Company,
Judgment Creditors.

QUEEN ANNEIS 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 Effa Hicks and husband, et al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the First Monday of July 1936.
Issued the Eleventh day of July, 1936.

William H. Carter Clerk

Madison Brown
Solicitor for Complainants

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

William H. Carter Clerk

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

To lie in office.

ANSWER OF THE HILLSBORO-QUEEN ANNE
BANK TO BILL OF COMPLAINT FILED IN
ABOVE CAUSE
Filed July 11, 1936.

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

Effa Hicks, Et Al.,	(	
vs.	)	Cause No.
Irene Garnett Beasley, Hillsboro-Queen Anne Bank, a corporation, Et al.	(	

To the Honorable, the Judges of said Court:

The answer of The Hillsboro-Queen Anne Bank, a corporation defendant of the above cause, to the Bill of Complaint of Effa Hicks and others against said corporation in said Court in said cause exhibited:

This defendant admits the matters and things set forth in the Bill of Plaintiffs to be true and consents to the passage of the decree prayed for and to the passage of such other decree that may be right and proper.

In Testimony Whereof said corporation has caused its named to be hereunto signed by Charles Jarrell, its present, and its corporate seal to be hereunto affixed by Howard P. Flowers, its cashier.

THE HILLSBORO-QUEEN ANNE BANK,

Attest:

by CHARLES JARRELL
Its President.

H. P. FLOWERS
Its Cashier.

Corporate
Seal.

ANSWER OF G. L. JUMP HARDWARE
AND IMPLEMENT COMPANY
Filed July 11, 1936.

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

Effa Hicks, Et Al.,	(	
vs.	)	Cause No.
Irene Garnett Beasley, The Hillsboro-Queen Anne Bank, a corporation, Et al.	(	

To the Honorable, the Judges of said Court:

The answer of Henry E. Morgan, Horace M. Morgan and Bernard W. Messix, co-partners trading as the G. L. Jump Hardware and Implement Company, to the Bill of Complaint of Effa Hicks and others against them and others in this Court in the above cause exhibited:

These defendants admit the matters and facts set forth in said Bill of Complaint to be true and hereby consent to the passage of the decree prayed for or to such decree as may be right and proper in the premises.

Henry E. Morgan
Bernard W. Messix
Horace M. Morgan
co-partners, trading as The G. L.
Jump Hardware & Implement Company.

HARPER & HORNEY
Solicitors for The G. L. Jump Hardware
& Implement Company.

ANSWER OF E. STEPHENS VALLIANT, Assignee
Filed July 14, 1936.

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

Effa Hicks, Et Al.,	)	
vs.	)	Cause No.
Irene Garnett Beasley, The Hillsboro-Queen Anne Bank, a corporation, Et al.	)	

To the Honorable, the Judges of said Court:

The answer of E. Stephens Valliant, assignee of the judgment obtained against Irene Garnett Beasley mentioned in the Bill of Complaint by William E. Valliant, E. Stephens Valliant and Thomas Rigby Valliant and described in the Bill of Complaint filed in the above cause, to the Bill of Complaint of Effa Hicks and others against him, the said E. Stephens Valliant and others, in this Court in this cause exhibited.

This defendant admits the matters and facts set forth in said Bill of Complaint to be true and hereby consents to the passage of the decree prayed for or to such decree as may be right and proper in the premises.

E. STEPHENS VALLIANT
Assignee of Judgment obtained
against Irene Garnett Beasley,
described in the Bill of Complaint

Filed July 14th, 1936.

ANSWER OF IRENE GARNETT BEASLEY
Filed July 15, 1936.

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

Effa Hicks, and others, against Irene Garnett Beasley, et al.

To the Judges of said Court:

The answer of Irene Garnett Beasley to the Bill of Complaint of Effa Hicks and other against her in said court exhibited:

This defendant admits the matters and things in the Bill of Complaint to be true and submits to the decree prayed for.

Mrs. Irene Garnette Beasley

Sworn to & subscribed
before me this 13th
day of July, 1936.

H. S. Snodgrass

H. W. Snodgrass
Notary Public,
Clark County, Ohio

Notary
Public
Seal.

DECREE OF COURT
Filed July 15, 1936.

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

Effa Hicks, Walter Hicks, her husband, et al.	(	
vs.	(	Cause No. 3091.
Irene Garnett Beasley, widow, et al.	(	

The above cause standing ready for hearing and being submitted without argument the Bill of Complaint and all the other proceedings were read and considered.

It is thereupon on this fifteenth day of July in the year nineteen hundred and thirty six by the Circuit Court for Queen Anne's County, sitting as a court of equity, ADJUDGED, ORDERED AND DECREED as follows, to wit:

(1) That the real estate in the proceedings mentioned be sold for the purpose of partition or division of the money arising from such sale among the parties entitled thereto according to their respective rights.

(2) That the undivided interest of Irene Garnett Beasley, party defendant to said cause, in said land be sold at said sale free and clear of the mortgage now a lien against said undivided interest given by her to the Hillsboro-Queen Anne Bank, defendant, and described in said proceedings; and free and clear of the lien now against said undivided interest of the judgment now held by E. Stephens Valliant, assignee, against said Irene Garnett Beasley and described in said proceedings; and free and clear of the lien now against said undivided interest of the judgment of Henry E. Morgan, Horace M. Morgan and Bernard W. Messix, co-partners, trading as The G. L. Jump Hardware & Implement Company and described in said proceedings.

(3) That the rights of said Hillsboro-Queen Anne Bank under the mortgage held by it against the undivided interest of Irene Garnett Beasley in said land, described in the proceedings, and the rights of the said E. Stephens Valliant, as judgment credit, and of the said Henry E. Morgan, Horace M. Morgan and Bernard W. Messix, co-partners, trading as The G. L. Jump Hardware & Implement Company, judgment creditors of Irene Garnett Beasley under their respective judgments now liens against said undivided interest in said land be protected in the distribution of the proceeds of said sale of said land.

(4) That Madison Brown of said county be and he is hereby appointed trustee to make said sale and the manner of his proceeding shall be as follows, to wit:

(a) He shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland to be executed by himself and with a surety or with sureties thereon to be approved by this court or by said Clerk in the penal sum of Twelve Thousand dollars, if the said surety or sureties be natural persons, but in the penal sum of Six thousand dollars, if the surety on said bond be a corporation authorized by the laws of the State of Maryland to become sole surety on the bond or on the bonds of such trustees, conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future decree or order in the premises.

(b) He shall then proceed to make the said sale having given at least three weeks previous notice by advertisement to be inserted in some newspaper published in Queen Anne's County, State of Maryland and such other notice as he shall think proper, of the time, place, manner and terms of sale which shall be as follows, to wit:

One-third cash, and balance in two equal instalments payable one and two years from day of sale, or all cash as the purchaser may elect at the time of sale; credit payments to bear interest from day of sale and to be secured to the satisfaction of said trustee. A deposit of five hundred dollars to be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from the day of sale.

(5) And as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before?) the said Trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them.

(6) And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bonds or note which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of thissuit, 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.

THOS. J. KEATING

Filed July 15, 1936.

CERTIFIED COPY OF BOND
Filed July 25, 1936.

Queen Anne's County, to wit: Be it remembered that on the 25th day of July, in the year 1936, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County in the State of Maryland, as principal and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with authority of law to become the sole surety on the bonds of trustees appointed for the sale of land, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of six thousand dollars, lawful money, of the United States of America, to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this twenty-third day of July in the year nineteen hundred and thirty six.

WHEREAS by a decree of the Circuit Court for Queen Anne's County aforesaid sitting as a court of equity bearing date on the fifteenth day of July, 1936, and passed in a cause in said court wherein Effa Hicks and others are the plaintiffs and Irene Garnett Beasley and others are the defendants, the above bound Madison Brown has been appointed trustee to make sale of said real estate in proceedings in said cause mentioned.

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

MADISON BROWN (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK,

Signed, sealed and delivered in the presence of:

by MADISON BROWN,
Its Attorney in Fact.

FRANCES BUTLER

Corp. Seals Place.

And on the foot of the aforegoing Mortgage was thus endorsed, to wit:
Security approved and Bond filed July 25th, 1936.

WILLIAM H. CARTER Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 12, etc., a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 25th day of July, in the year nineteen hundred and thirty six,

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed August 12, 1936.

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

Effa Hicks and Walter Hicks, her husband, et al.,	( )	
vs.	( )	Cause No. 3091.
Irene Garnett Beasley, widow. et al.	( )	

To the Honorable, the Judges of said Court:

The report ofMadison Brown, the trustee appointed by the decree in this cause, to make sale of certain real estate therein mentioned, shows:-

1. That prior to the day of sale hereinafter mentioned he filed with the Clerk of this court his bond to the State of Maryland, executed by himself and the American Surety Company of New York, a corporation authorized by the laws of Maryland to be the sole surety on the bonds of such trustees, in the penal sum of six thousand dollars for the faithful discharge of his trust, as required by said decree, which bond was filed and approved by said clerk.

2. That prior to the day of sale hereinafter mentioned your trustee gave 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 aforesaid, for more than three successive weeks before the day of sale.
A certified copy of said advertisement of sale signed by the publishers of said paper is filed herewith as part hereof.
Your trustee also gave notice of the sale by advertisement in The Queen Anne's Record, another newspaper published in said county.

3. That your trustee, pursuant to said notice, did attend in front of the court house door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 11th, 1936, at 2:30 o'clock P. M., and then and there proceeded to sell said real estate in the following manner, to wit:
After reading the notice of sale as advertised in The Centreville Observer as aforesaid he offered at public sale to the highest bidder, all that farm or tract of sale called or known as "The William Franklin DeFord Farm" situate in the Sixth Election District of Queen Anne's County, Maryland, on both sides of the State Road leading from Ruthsburg to the town of Queen Anne, adjoining the land of Charles Jarrell and the farm called "William Holland Farm", containing 278 acres 14 perches of land, more or less; and sold the same to The Hillsboro-Queen Anne Bank, a corporation duly incorporated under the laws of the State of Maryland, through Henry E. Morgan, its agent, said corporation being then and there the highest bidder therefor, at and for the sum of five thousand dollars ($5,000.00). Said corporation has not complied with the terms of sale.
The trustee announced at the end of the reading of the advertisement of sale the purchaser would have to pay the taxes of the current year.

Total sale, $5,000.00.

Which is respectfully submitted.

MADISON BROWN
Trustee.

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

I HEREBY CERTIFY that on this twelfth day of August in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, above named trustee, and he did make oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that the sale therein reported was fairly made.

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.

Fied Aug. 12th, 1936.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Aug. 12th, 1936.

TRUSTEE'S SALE
OF
VALUABLE FARM

Located in Sixth District of Queen Anne's County, Maryland

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity passed in Cause No. 3091 wherein Effa Hicks, et al., are plaintiffs, and Irene Garnett Beasley et al., are defendants, the undersigned, trustee named in said decree, will sell at public auction in front of the court house door in the town of Centreville, Maryland on TUESDAY, AUGUST 11th, 1936 at 2:30 o'clock, P.M.

All that farm or tract of land called or known as "The William Franklin DeFord Farm" situate in the Sixth Election District of Queen Anne's County, Maryland, on both sides of the State Road leading from Ruthsburg to the town of Queen Anne, adjoining the land of Charles Jarrell and the farm called "William Holland Farm", containing 278 acres 14 perches of land, more or less.

Improvements consist of a two-story frame dwelling house, meat house, barn, stable and cow barn combined, implement shed, garage on left side of the road and small frame dwelling on right side of the road. This is a very nice farm and produces good crops of all kinds. About 207 acres are in tillage and the rest in woodland containing good timber and fine young trees.

TERMS OF SALE:* One-third cash and balance in two equal installments payable one and two years from day of sale or all cash as the purchaser may elect at thetime of the sale. Credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned trustee. A deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

Revenue stamps and title papers will be at the expense of the purchaser. Landlord's share of tomato and corn crops to pass with the farm to the purchaser. Further particulars made known on day of sale.

MADISON BROWN, Trustee.
J. E. Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., August 10, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of Effa Hicks, et al. vs. Irene Garnett Beasley, et al. Cause No. 3091 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 16th day of July, 1936, being more than four weeks before the 11th day of August, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Aug. 12th, 1936.

By Evelyn Connolly

N I S I

Effa Hicks and Walter Hicks, her husband, et al.	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY.
Irene Garnett Beasley, widow et al.	)	CHANCERY No. 3091.

ORDERED, This 12th day of August A. D.,1936, that the sale of the real estate made and reported in this cause by Madison Brown, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of September next.

The Report states the amount of sales to be $5000.00,

WILLIAM H. CARTER Clerk

Filed August 12th, 1936.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Oct. 22, 1936.

N I S I

EFFA HICKS and WALTER HICKS,
her husband
et. al.
vs.
IRENE GARNETT BEASLEY,
widow, et. al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3091.

ORDERED, This 12th day of August A, D., 1936, that the sale of the real estate made and reported in this cause by Madison Brown, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of September next.

The Report states the amount of sales to be $5000.00.

WILLIAM H. CARTER Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed August 12th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., October 22 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Effa Hicks and Walter Hicks, her husband et al. vs. Irene Garnett Beasley, widow, 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 13th day of August, 1936, being more than four weeks before the 15th day of September 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By EVELYN CONNOLLY

Filed Oct. 22nd, 1936.

ORDER OF COURT
Filed Oct. 23, 1936.

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

Effa Hicks and Walter Hicks, her husband, et al.,	)	
vs.	)	Cause No. 3091
Irene Garnett Beasley, widow, et al.	)	

FINAL ORDER OF RATIFICATION

It is on this twenty-third day of October in the year nineteen hundred and thirty six 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 sale of the real estate called "The William Franklin DeFord Farm" made by Madison Brown, trustee appointed to make the sale by the decree heretofore passed in this cause, set forth and described in the within and aforegoing Report of Sale be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi heretofore passed in this cause on August 12, 1936 in relation to said sale.

And it is further ordered that as the said Madison Brown, is the regular auditor of this Court that H. B. W. Mitchell be and he is hereby appointed as special auditor with instructions to state and return to this Court an account or audit between the proceeds of the sale and the said Madison Brown, and the said Madison Brown is hereby allowed the commissions ussually allowed to trustees under decrees of this Court and his expenses of the sale, not personal.

THOS. J. KEATING

Filed October 23rd, 1936.

PETITION
Filed Nov. 10, 1936.

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

Effa Hicks, et al.,	(	
vs.	)	Cause No. 3091.
Irene Garnett Beasley, et al.	(	

To the Honorable, the Judges of said court:

The joint petition of The Hillsboro-Queen Anne Bank, a corporation, hereinafter called "Bank", and Charles Jarrell and Nannie E. Jarrell, his wife, of Caroline County, State of Maryland, unto your Honors respectfully sets forth:

1. That as will appear by reference to the report of sale filed in this cause the said Bank purchased the property decreed in this cause to be sold at the sale thereof set forth in said report.

2. That since said sale which has been ratified by the court, the said Bank on one part and the said Charles Jarrell and Nannie E. Jarrell, his wife, on the other part have agreed that the said Charles Jarrell and Nannie E. Jarrell, his wife, as tenants by the entireties, shall be substituted as purchasers of the said land in the place and stead of said Bank, and in evidence thereof do make this joint petition.

Your petitioners therefore pray Your Honors to pass an order
(1) substituting the said Charles Jarrell and Nannie E. Jarrell, his wife, as tenants by the entireties in the place and stead of said Bank; and
(2) authorizing, empowering and directing Madison Brown, the trustee making the sale of this cause under the decree of this cause to convey upon the full payment of the purchase money named in said report of sale the land described in said report and other proceedings of this cause unto the said Charles Jarrell and Nannie E. Jarrell, their heirs and assigns, as tenants by the entireties, in the same manner and as fully and effectually as they they, the said Charles Jarrell and Nannie E. Jarrell, his wife, as tenants by the entireties, had been instead of said Bank the purchasers of the land mentioned and not unto said Bank.

Which is respectfully submitted.

IN TESTIMONY WHEREOF the said "Bank" has caused its name to be hereunto signed by Henry E. Morgan, its Vice-President, and its corporate seal to be hereunto affixed by Howard P. Flowers, its cashier, and the said Charles Jarrell and Nannie E. Jarrell, his wife, have hereunto affixed their names and seals.

THE HILLSBORO-QUEEN ANNE BANK

by HENRY E. MORGAN
Its Vice-President

Attest:
HOWARD P. FLOWERS
Its Cashier.

CHARLES JARRELL (SEAL)

NANNIE E. JARRELL (SEAL)

Test:

J. M. EATON

Seal's
Place.

CONSENT OF TRUSTEE OF CAUSE.

To the Honorable, the Judges of said Court:

I, Madison Brown, trustee named in the decree filed in this cause to sell the land decreed to be sold and the vendor of said land under said decree unto "The Bank" above mentioned per the report of sale above mentioned, do hereby agree that this Honorable Court shall pass the order prayed for by the aforegoing petition.

MADISON BROWN
Trustee.

ORDER OF COURT
Filed Nov. 10, 1936.

ORDER OF COURT

The aforegoing petition of The Hillsboro-Queen Anne Bank and Charles Jarrell and Nannie E. Jarrell, his wife, and the consent annexed thereunto of Madison Brown, trustee of this cause, have been read and considered.

It is thereupon, on this tenth day of November, in the year nineteen hundred and thirty six, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this court, ORDERED

(1) that the said Charles E. Jarrell and Nannie E. Jarrell, his wife, as tenants by the entireties, be and they are hereby substituted as purchasers of the property described in the report of sale filed in this cause as sold to said Bank in the place and stead of said Bank; and

(2) that Madison Brown, the trustee of this cause and the vendor making the sale set forth in said report of sale, be and he is hereby authorized, empowered and directed to convey upon the payment in full of the purchase money named in said cause and not before, the property described as sold in said report of sale unto the said Charles Jarrell and Nannie E. Jarrell, his wife, their heirs and assigns, as tenants by the entireties, by his deed (to be executed and acknowledged agreeably to law) to them instead of to said Bank, and said deed shall convey said

land to said substituted purchasers in the same manner and as fully and effectually as if they had been the original purchasers of said property at the sale mentioned in said report instead of said Bank.

THOS. J. KEATING

Filed Nov. 10th, 1936.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Nov. 14, 1936.

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

Effa Hicks, et al.,	(	
vs.	)	Cause No. 3091.
Irene Garnett Beasley, et al.	(	

To the Honorable, the Judges of said Court:

I, H.B.W. Mitchell, the special auditor appointed by the order of this court passed in this cause to state the within account, unto Your Honors respectfully set forth:-

Before proceeding to state this account I took before the Clerk of this Court that oath required by me as the special auditor so appointed by law and the custom of the case. In the wit in account I have charged Madison Brown, the trustee of this cause with the gross proceeds of the sale made and reported by him and have then thereout allowed unto him, as follows, to wit:-
His commissions on the gross sale of the cause, according to the rule of this court, the court costs of this cause to be paid by him to the parties entitled thereto according to the bill of costs, the cost of advertising the several notices of the sale which he made and of the several orders nisi of this cause, the charges of his auctioneer for selling the land decreed to be sold, and the fee of the auditor.

The balance of the sale so charged unto him remaining after these allowances forms the net proceeds of the sale so made by him for distribution among the co-owners at the time of the sale of the land sold.

I find from an examination of the bill of complaint and the other proceedings of this cause that at the time of the sale mentioned the land sold was held by the following named persons by the following proportions, to wit:
By Effa Hicks to the extent of one undivided ninth part,
By Emily Pierce to the extent of one undivided ninth part,
By Rheuelma Cole to the extent of one undivided ninth part,
By Eva Ann Packard to the extent of one undivided ninth part,
By Irene Garnett Beasley to the extent of five undivided ninth parts, subject, however, to a mortgage thereon to the Hillsboro-Queen Anne Bank of Maryland mentioned in the proceedings upon which at the time of the decree there was due the principal mortgage debt of $2500.00.

I further find from the proceedings that this mortgage is the first lien on the said interest in said land of the said Irene Garnett Beasley and that the amount of the net sales of the said estate in said land of the said Irene Garnett Beasley is not sufficient to pay the mortgaged indebtedness in full; that the said Bank as her assignee under said mortgage is entitled to the full net share of the sale of the said Irene Garnett Beasley and that her other creditors, parties to the cause being lienors following the lien of this mortgage mentioned, are entitled to receive no part of her share of the net sale.

In the within account I have therefore distributed to Effa Hicks, Emily Pierce, Rheuelma Cole and Eva Ann Packard, each, one-ninth of the net sales and unto the Hillsboro-Queen Anne Bank as the assignee of the said Irene Garnett Beasley five-ninths of the net sale.

Which is respectfully submitted.

November 14, 1936.

H. B. W. MITCHELL
Special Auditor.

Cause No. 3091.

The proceeds of the sale of the land of Effa Hicks and others, co-owners, sold in the proceedings of this cause in account with Madison Brown, the trustee herein appointed to make said sale.

1936
Aug.
11

CR.

By the amount of the gorss sale of said land, per report of sale filed, to wit: $5,000.00

1936
Aug.
11

DR.

To Madison Brown, said trustee, for his commissions for making the sale mentioned, per rules of court, the sum of $245.00

To do., for the court costs of this cause as set out in statement thereof made by the Clerk of this Court as follows, to wit:
Cost of W.H.Carter, clerk, ... $37.15
Appear. fee of
Madison Brown, plaintiffs' atty. 10.00
Harper & Horney, defendants' atty. . . . 10.00 57.15

To do., for the cost of advertising the notice of sale, and order nisi on sale in Centreville Observer, per receipted account for same exhibited, to wit: 24.13

To do., for costs of advertising in Queen Anne Record the notice of sale, per receipted account for same exhibited, to wit: 14.00

To do., for cost of advertising the order nisi to be passed as to this audit, the sum of 3.50

To do., for the costs of his bond with corporate surety thereon filed in this cause, per receipted account for same exhibited 35.00

To do., for amount paid J. Elmer Anthony for crying the sale made, per his receipted account for same, exhibited, to wit: 15.00

To H. B. W. Mitchell, special auditor, for stating this account, the sum of 13.50

$407.28

To balance, being net sale, carried forward $4,592.72

$5,000.00 $5,000.00

November 14, 1936.

H. B. W. MITCHELL
Special Auditor.

Cause No. 3091.

The proceeds of the sale of the land of Effa Hicks and others, co-owners, sold in the proceedings of this cause in account with Madison Brown, the trustee herein appointed to make said sale.

CR.

By balance brought forward as the net sale and the amount for distribution among the co-owners of said land, to wit: $4,592.72

DR.

DISTRIBUTION AMONG CO-OWNERS

To Effa Hicks, 1/9 of said balance, to wit: the sum of $510.30

To Emily Pierce, 1/9 of said balance, to wit: the sum of 510.30

To Rheuelma Cole, 1/9 of said balance, to wit: the sum of 510.30

To Eva Ann Packard, 1/9 of said balance, to wit: the sum of 510.31

To Hillsboro-Queen Anne Bank of Maryland, first lien holder on the five undivided ninth parts or estate in said land of Irene Garnett Beasley under the mortgage from her to said Bank described in these proceedings, and as such first as-

signee of her said estate in the net proceeds of the sale of this cause, 5/9 of said balance, to wit: sum of . . . . . 2,551.51 _____

Total amount distributed $4,592.72 $4,592.72

November 14, 1936.

H. B. W. MITCHELL
Special Auditor.

Filed November 14, 1936.

NISI RATIFICATION OF AUDIT

Effa Hicks, et. al.,	) IN THE CIRCUIT COURT
VS.	) FOR QUEEN ANNE'S COUNTY
Irene Garnett Beasley, et. al.	) IN EQUITY
	) CASE NO. 3091.

ORDERED, This 14th. day of November in the year nineteen hundred and thirty-six, that the Report and Account filed in these proceedings by H. B. W. Mitchell, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th. day of December, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 5th., day of December, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed November 14th, 1936.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Dec. 17, 1936.

NISI RATIFICATION OF AUDIT

EFFA HICKS, et. al.,
vs.
IRENE GARNETT BEASLEY, et. al.,

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3091

ORDERED, This 14th day of November in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by H. B. W. Mitchell, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of December, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of December, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-
Test:
WILLIAM H. CARTER, Clerk.
Filed November 14th, 1936.

QUEEN ANNE'S RECORD & OBSERVER PUBLISHING COMPANY

Centreville, Maryland

Centreville, Maryland, December 17, 1936

The Queen Anne's Record and Observer Publishing Company hereby certifies that the Nisi Ratification of Audit in the case of Effa Hicks, et al vs. Irene Garnett Beasley, et al. a true copy of which is hereto annexed, was inserted in The Queen Anne's Record-Observer a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 19th day of November, 1936, being more than two weeks before the 5th day of December, 1936.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY.

Filed Dec. 17, 1936.

By BERTHA G. DURNEY

ORDER OF COURT
Filed December 18, 1936.

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

Effa Hicks, et al,	)	
	)	
vs.	)	Cause No. 3091.
	)	
Irene Garnett Beasley, et al.	)	

ORDERED on this Seventeenth day of December, 1936, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the within and aforegoing Report and Account of H. B. W. Mitchell, special auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi heretofore passed in this cause in relation to said report and account, and Madison Brown, the party making the sale of said cause and as the trustee under the decree passed in this cause, be and he is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest received or to be received on the credit sale on the trustee's commissions and the claims and shares of the parties to whom the net proceeds of sale has been distributed by said report and account.

THOS. J. KEATING

Filed December 18th, 1936.

CAUSE NO. 3092.

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

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

Louisa C. Bell, mortgagee,	(	
vs.	)	Cause No.
A. Gay Fallowfield, Joel C. Fallowfield, her husband, mortgagors.	(	

To William H. Carter, clerk:

Docket suit forthwith on the Chancery Docket of your court in accordance with the above titling. File in the papers of said suit a copy of the mortgage given by the defendants above mentioned to the plaintiff, above mentioned, dated January 11, 1923 and recorded in Liber J. F. R. No. 10, a land record book of said county on folio 174. Said suit being for the foreclosure of said mortgage.

Approve the accompanying bond which is given by the plaintiff to the State of Maryland for the foreclosure of said mortgage and file the same in said proceedings.

Enter the appearance of Madison Brown, attorney at law, for the plaintiff.

LOUISA C. BELL

Filed July 14, 1936.

CERTIFIED COPY OF MORTGAGE
Filed July 14, 1936.

::

#9769. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the eleventh day of January, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this eleventh day of January, in the year nineteen hundred and 23, by and between A. Gay Fallowfield and Joel C. Fallowfield, her husband, mortgagors of Queen Anne's County, State of Maryland, of the one part, and Louisa C. Bell of Kent County and State of Maryland, mortgagee, of the other part;

WHEREAS, the said Mortgagors are justly indebted unto said mortgagee in the full sum of thirty five hundred dollars ($3500.00) (being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and the interest thereon the said Mortgagors have passed to said mortgagee, their seven promissory notes, payable at the Third National Bank of Chestertown, Maryland, all bearing even date herewith, one of them for said principal sum of thirty five hundred dollars, payable three years after date, and the other six of said notes for the sum of one hundred and five ($105.00) dollars, each (for interest on said loan) payable respectively at six, twelve, eighteen, twenty four, thirty, and thirty six months after date.

And whereas, this Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in the aforesaid promissory notes and the performance of all the covenants hereinafter mentioned-the execution hereof being a condition precedent to the making of said loan.

Now this Mortgage witnesseth, that in consideration of the premises, and the sum of one dollar, the said A. Gay Fallowfield and Joel C. Fallowfield, do grant unto the said Louisa C. Bell, her heirs and assigns in fee simple, all that tract, piece or parcel of ground situate, lying and being in the second election district of Queen Anne's County, Maryland, aforesaid and described as follows, to wit:- All that tract of land or farm known as the Fox Hill farm, or the Benjamine L. Coppage Home Farm situate in the second election district of Queen Anne's County, Maryland, on the public road leading from Church Hill to Barclay, adjoining the Scott Farm formerly of Harry V. Gould, the property of G. Vickers Hollingsworth, containing one hundred and seventy acres and twenty six perches of land, more or less, and also the Saw Mill Lot, containing about one acre of land situate immediately adjoining said Fox Hill, farm, the said farm and lot being the same land which was described in a deed from Thomas J. keating and James T. Earle, assignees, to A. Gay Fallowfield, bearing even date herewith and intended to be recorded immediately preceeding the record of this mortgage.

TOGETHER with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. And it is hereby agreed that in the event of a sale of the above described property and the power of sale hereinafter expressed, all annual crops, planted or growing upon said property at the time of sale, shall pass to the purchaser of said property.

TO HAVE AND TO HOLD, the aforesaid tract, piece or parcel of ground and premises unto and to the proper use and benefit of Louisa C. Bell, her heirs and assigns forever.

Provided, that if the said A. Gay Fallowfield and Joel C. Fallowfield, 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 percent commission for collecting any of said notes which may not be paid at maturity, and shall perform all the covenants herein on part to be performed, then this Mortgage shall be void; And it is agreed that, until default be made in the premises, the said A. Gay Fallowfield and Joel C. Fallowfield, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property; which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said A. Gay Fallowfield and Joel Fallowfield, 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 deby shall be deemed due and demandable, and these presents are hereby declared to be made in trust, and the said Louisa C. Bell of Chesterotnw, Kent County, Maryland, or Sidney P. Townshend, of Chestertown, Maryland, her attorney or agent, is hereby authorized and empowered at any time after such default, to sell the property hereby moetgaged 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 property, which said sale may be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including all counsel or attorney's fees; and the actual cost of such bond as may be secured by the party or parties making the sale in some approved Surety Company, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest, and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by anyone entitled to pay the same, or said sale is withdrawn at the request of said Mortgagors or any of them, then the said A. Gay Fallowfield and Joel C. Fallowfield mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby further covenant to and with the said mortgagee her heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers herein before granted, a commission on the said Mortgage debt and accrued interest thereon, equal to one-half of the commission allowed trustees for making sale of property by virtue of a decree of the court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars. And the said Mortgagors for themselves and for their heirs, executors, administrators and assigns do further covenant to insure, and pending the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to the amount of at least their full insurable value, and to cause the policy to be effect thereon to be so framed or indorsed, as in case of fire, to insure to the benefit of the said Louisa C. Bell, or her assigns to the extent of her or their lien or claim hereunder. And the said Mortgagors for themselves and for their heirs, executors, administrators or assigns do further covenant to pay unto the said Mortgagee or her personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said Mortgagee or her personal representatives or assigns hereunder. And the said Mortgagors do further covenant that they will neither do, nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value.

Witness the hands and seals of the said Mortgagors.

A. Fay Fallowfield (SEAL)

Test: bertha G. Durney

Joel C. Fallowfield (SEAL)

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 three before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared A. Gay Fallowfield and Joel C. Fallowfield, her husband, and they acknowledged the

aforegoing mortgage to be their act.

Bertha G. Durney
Notary Public.

Notary
Public
Seal.

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 three, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Sidney P. Townshend, and made oath in due form of law, that the consideration set forth in the aforegoing _ortgage is true and bona fide as herein set forth, and that he is the duly authorized agent of Louisa C. Bell, the within named mortgagee, for the purpose of making this affidavit.

Bertha G. Durney
Notary Public.

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforeoing is truly taken and copied from Liber J. F. R. No. 10, folios 174, etc., a Land Record Book for Queen Anne's County.

Seal's
Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 14th day of July, in the year nineteen hundred and thirty six.

William H. Carter Clerk

CERTIFIED COPY OF BOND
Filed July 14, 1936.

Queen Anne's County, to wit: Be it remembered that on the 14th day of July in the year 1936, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS; that we, Louisa C. Bell, William A. Bell and A. Sudler Baxter, of Kent County in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of ten thousand dollars ($10,000.00), lawful money of the United States of America to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each 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 thirteenth day of July in the year nineteen hundred and thirty six.

WHEREAS A. Gay Fallowfield and Joel C. Fallowfield, her husband, by moetgage dated January 11, 1923 did grant certain property located in Queen Anne's County, State of Maryland in said mortgage described unto the said Lousia C. Bell to secure unto her the payment of thirty five hundred dollars loaned by her unto the said mortgagors as will appear by reference to said mortgage which mortgage was duly recorded in Liber J. F. R. No. 10, a Land record book of Queen Anne's County aforesaid, on folio 174.

WHEREAS the said Louisa C. Bell is about to sell the mortgaged property under the power and authority of sale conferred upon her by said mortgage to be exercised in case of default in the covenants of said mortgage, default having occurred in the covenants of said mortgage by reason of the non-payment of the mortgage debt secured by said mortgage, certain interest due thereon by the terms of said mortgage and by reason of the non-payment of certain state and county taxes levied on the mortgaged property and covenanted to be paid by the mortgagors at the times named and specified in said mortgage for the payment of the same.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Louisa C. Bell 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

LOUISA C. BELL (SEAL)

WILLIAM A. BELL (SEAL)

A. SUDLER BAXTER (SEAL)

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

Sureties on the above Bond would be accepted if offered in this Court, July 13, 1936.

Robert A. Shallcross Clerk

Seal's Place,

Security approved and Bond filed July 14th, 1936.

Wm. H. Carter, Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 7, etc., a Bond 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 14th day of July, in the year nineteen hundred and thirty six.

Seal's Place.

William H. Carter Clerk

REPORT OF SALE
Filed August 12, 1936.

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

Louisa C. Bell, mortgagee,	(	
vs.	)	Cause No. 3092.
A. Gay Fallowfield, Joel C. Fallowfield, her husband, mortgagors.	(	

To the Honorable, the Judges of said Court:

The report of the said Louisa C. Bell, who will hereinafter style herself as "Your Vendor", unto Your Honors respectfully sets forth:-

1. That on or about the 11th day of January, 1923, said A. Gay Fallowfield and Joel C. Fallowfield, her husband, by a mortgage bearing that date conveyed certain land therein described and hereinafter mentioned as the subject of the sale hereinafter described unto your Vendor to secure unto her the payment of the debt in said mortgage specified and by said mortgage did covenant to pay said debt, certain interest thereon, state and county taxes to be levied on the mortgaged property and the cost of insurance against loss by fire of improvements on said property; said mortgage was duly filed for recrod among the land record books of this county and was duly recorded therein in the land record called "J. F. R. No. 10", on folio 174.
A certified copy of said mortgage has been filed in this cause.

2. That by the terms of said mortgage your Vendor is given by said mortgagors the power to sell the mortgaged land in case default should be made by the mortgagors in the payment of the said mortgage debt, in the payment of said interest, in the payment of said state and county taxes and in the payment of said insurance.

3. That prior to the day of sale hereinafter mentioned default was made by the mortgagors in the covenants and terms of said mortgage by reason of the non-payment of the mortgage debt, by reason of the non-payment of certain interest covenanted by said mortgage to be paid thereon, by reason of the non-payment of the state and county taxes for years 1931, 1932, 1933, 1934 and by reason of the non-payment of the costs of the fire insurance hereinbefore mentioned.

4. That prior to the day of sale hereinafter mentioned your Vendor filed with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by herself and two sureties in the peanl sum of ten thousand dollars ($10,000.00) to abide by and fulfill any order or decree that might be made

by any court of equity in relation to the sale of the mortgaged property or the proceeds thereof, which bond the said Clerk accepted and approved.

5. That prior to the day of sale hereinafter mentioned your Vendor gave notice of the time, place, manner and terms of said sale by advertisement inserted in The Centreville Observer, a weekly newspaper published in this county, for more than twenty days prior to the day of sale; a copy of this notice as the same appeared in said newspaper with a certificate of the publishers of said paper as to its publication attached is filed herewith as part of this report.
Your Vendor also gave the same notice of sale by advertisement in the Queen Anne's Record, another newspaper published weekly in Queen Anne's County.

6. That your Vendor pursuant to said notice of sale did attent in front of the Court House door in the town of Centreville, Maryland on Tuesday, August 11, 1936, at 2 o'clock, P. M., and then and there proceeded to sell the mortgaged land in the following manner, to wit:
Your Vendor through the medium of her attorney, Madison Brown, first read the notice of sale as contained in The Centreville Observer, a newspaper above mentioned, including the advertised terms of sale as published, and then she offered at public sale to the highest bidder the mortgaged land and sold the same in execution of the power of sale above mentioned and because of the default above set forth unto Louisa C. Bell, vendor, she being then and there the highest bidder therefor at and for the sum of forty two hundred dollars ($4200.00)

7. That the land which your Vendor sold as aforesaid is all the land described in said mortgage and is that which answers the following description, to wit:
All that tract of land or farm called "The Benjamin F. Coppage Home Farm", "Fox Hill", "The Gay Fallowfield Farm" containing 170 acres and 26 perches of land, more or less, and all that lot of land called "The Saw Mill Lot" containing one acre of land, more or less, said two tracts adjoining one another and were sold by your Vendor at the sale above mentioned as containing 171 acres, 26 perches, more or less. This land is situated in the Second Election District of Queen Anne's County on the public road leading from Church Hill to Barclay and adjoining the property of G. Vickers Hollingsworth and farm of William Hall called "Scott Farm".

NOTE: This farm was struck off to Richard E. Davidson in error and by agreement said Louisa C. Bell has taken it at the price above named in his place and stead.

Total Sale $4200.00/

Which is respectfully submitted.

LOUISA C. BELL
Vendor.

MADISON BROWN
Attorney for Vendor.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this eleventh day of August in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Louisa C. Bell, above named, and she did make oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that the sale therein mentioned was fairly made 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.

FRANCES BUTLER
NOTARY PUBLIC

Filed Aug. 12th, 1936.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Aug. 12, 1936.

MORTGAGOR'S SALE
OF VALUABLE
F A R M

Located In Second District of Queen
Anne's County, Maryland.

Default having occurred in the covenants of the mortgage given by A. Gay Fallowfield and Joel C. Fallowfield, her husband, to Louisa C. Bell, dated January 11, 1923, and recorded in Liber J. F. R. No. 10, a land record of said county, on folio 174, the said Louisa C. Bell, the under-

signed mortgagee, in execution of the power and authority of sale conferred upon her by said mortgage to be exercised in case of such default, will sell to the highest bidder at a public sale to be held in front of the court house in the town of Centreville, Maryland on TUESDAY, AUG. 11, 1936 at 2 o'clock P. M.

All that tract of land or farm called "The Benjamin L. Coppage Home Farm" "Fox Hill", "The Gay Fallowfield Farm," containing 170 acres and 26 perches of land, more or less, and all that lot or tract of land called "The Saw Mill Lot", containing one acre of land, more or less.

These two tracts adjoin each other and will be sold as one tract containing:

171 Acres 26 Perches of land,
more or less.

This land is situated in the Second Election District of Queen Anne's County, Maryland, on the public road leading from Church Hill to Barclay, and adjoins the property of G. Vickers Hillingsworth and the Scott Farm of William Hall. For further description see said mortgage and references of title therein contained.

About 40 acres is woodland containing good timber and the rest is arable. This is a nice farm and produces good crops.

The landlord's share of corn crop and of tomato crop now growing will be sold as part of the farm and will pass to the purchaser on compliance by him with terms of sale.

TERMS OF SALE:- One-third of purchase cash, balance in two equal installments payable one and two years from day of sale, or all cash, as purchaser may elect at time of sale. Credit payments to bear interest from day of sale and to be secured to satisfaction of undersigned mortgagee. A deposit of $500.00 will be required of the purchaser at time and place of sale, balance of purchase money to bear interest from day of sale, when further particulars will be made known.

MADISON BROWN, Attorney
LOUISA C. BELL, Mortgagee
MADISON BROWN, Attorney,
Centreville, Md.
J. E. Anthony, Auctioneer

A person intending to purchase this farm can obtain a loan thereon by apply to me before the day of sale.

THE CENTREVILLE OBSERVER

Centreville, Md. August 10 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgagor's Sale in the case of Louisa C. Bell, Mtgs. vs. A. Gay Fallowfield and Joel C. Fallowfield 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 16th day of July, 1936, being more than four weeks before the 11th day of August 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Evelyn Connolly

Filed Aug. 12th, 1936.

N I S I

Louisa C. Bell, Mortgagee,	IN THE CIRCUIT COURT
	FOR QUEEN ANNE'S COUNTY
VS.	IN EQUITY
A. Gay Fallowfield Joel C. Fallowfield	CHANCERY No. 3092

ORDERED, This 12th day of August A. D., 1936, that the sale of the real estate made and reported in this cause by Louisa C. Bell, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of September next.

The Report states the amount of sales to be $4200.00,

WILLIAM H. CARTER Clerk.

Filed August 12th, 1936.

STATE OFMORTGAGE DEBT
Filed October 22, 1936.

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

Louisa C. Bell, Mortgagee,	( )	
vs.	( )	Cause No. 3092.
A. Gay Fallowfield, Joel C. Fallowfield, her husband, mortgagors.	( )	

STATEMENT OF MORTGAGE DEBT.

1936
Aug.
11 A. Gay Fallowfield and Joel C. Fallowfield, mortgagors,

to

Louisa C. Bell, mortgagee, DR.

To amount of principal mortgage debt due by said mortgagors under the mortgage mentioned in this cause given by the mortgagors to the mortgagee, dated January 11, 1923, recorded in Liber J.F.R. No. 10 (folio 174) Land Record Book of Queen Anne's County, made to secure the payment of $3500.00 on August 11, 1936, day of sale of this cause, to wit: . .	$3,500.00
To interest due on said mortgage debt	
on January 11, 1936	105.00
on July 11, 1936	105.00
and from July 11, 1936 to August 11, 1936	17.50
	$3,727.50

To state and county taxes on the mortgaged property paid by said Louisa C. Bell (because same were not paid by mortgagors) to Anna Q. Skinner, Collector of Taxes for Queen Anne's County,

for year 1931,	balance of taxes of that year, part having been paid by mortgagors- inclusive of $3.82 interest per receipted tax statement exhibited	$ 21.00	
for year 1932	$108.47 and $18.32 interest, per tax statement receipted, exhibited	126.79	
for year 1933	$75.66 and interest thereon of $8.34 per receipted tax statement exhibited . .	84.00	
for year 1934	$66.95, interest $3.26 and advertising costs $4.00 per receipted tax statement exhibited	74.21	
	Total tax accounts so paid	$306.00	306.00
	Total indebtedness as of August 11, 1936 . . .		$4,033.50

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this twenty second day of October in the year nineteen hundred and thirty six before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown the agent and attorney of Louisa C. Bell, the mortgagee named in the proceedings mentioned in the aforegoing statement, and he did make oath in due form of law that the aforegoing is a true statement of the mortgage debt due by the mortgagors named in said cause on August 11, 1936 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.

FRANCES BUTLER
NOTARY PUBLIC.

Filed Oct. 22nd. 1936.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Oct. 22, 1936.

N I S I

LOUISA C. BELL, Mortgagee
vs.
A. GAY FALLOWFIELD,
JOEL C. FALLOWFIELD,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3092.

ORDERED, This 12th day of August A. D., 1936, that the sale of the real estate made and reported in this cause by Louisa C. Bell, mortgagee, be ratified and confirmed, unless cause to thecontrary thereof be shown on or before the 15th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of September next.

The Report states the amount of sales to be $4200.00.

WILLIAM H. CARTER, Clerk
True Copy Test:

WILLIAM H. CARTER, Clerk
Filed August 12th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., October 22, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Louisa C. Bell, mortgagee, vs. A. Gay Fallowfield, Joel C. Fallowfield 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 August, 1936, being more than four weeks before the 15th day of September 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

Filed Oct. 22nd, 1936.

ORDER OF COURT
Filed October 23, 1936.

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

Louisa C. Bell, Mortgagee, vs. A. Fay Fallowfield, Joel C. Fallowfield, her husband, mortgagors.	( ) ( ) ( ) ( )	Cause No. 3092.

FINAL ORDER OF RATIFICATION.

ORDERED on this twenty third day of October in the year nineteen hundred and thirty six by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, that the sale of the real estate of A. Gay Fallowfield and Joel C. Fallowfield, mortgagors, made by Louisa C. Bell, mortgagee, set forth in the within and aforegoing Report of Sale be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as directed by the Order Nisi passed in this cause on the 12th day of August, 1936, in reference to the sale set forth in the aforegoing Report of Sale.

And it is further ordered by this Court that the papers and proceedings of this cause be and the same are hereby referred to Edwin H. Brown as special auditor with instructions to state and return to this Court an account or audit between the proceeds of the sale and Louisa C. Bell, the party making the sale, as Madison Brown, the regular auditor of the Court appears to be the attorney for Louisa C. Bell in the matter of this cause.

And as the vendor Louisa C. Bell is the purchaser of the property it is further ordered that Madison Brown be and he is hereby appointed trustee without bond to convey the property to the said Louisa C. Bell upon being satisfied of the payment of the purchase money.

THOS. J. KEATING

Filed October 23rd, 1936.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Nov. 14, 1936.

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

Louisa C. Bell, mortgagee,	( )	
vs.	( )	Cause No. 3092.
A. Gay Fallowfield, Joel C. Fallowfield, her husband, mortgagors.	( )	

To the Honorable, the Judges of said Court:

I, Edwin H. Brown, jr., as the special auditor appointed by the order of court passed in this cause to state the within account do make this report, to wit:

That prior to the stating of the account I took before the Clerk of this Court the oath of the office of such special auditor.

The proceedings of this cause were taken for the collection of a mortgage debt due Louisa C. Bell, the plaintiff, by foreclosure of the mortgage mentioned in this cause, and the sale had by her in these proceedings is not sufficient in amount to pay the mortgage debt and the cost of the sale in full. In the within account stated by me I have charged the vendor, Louisa C. Bell, with the gross proceeds of the sale made and reported by her and have then allowed thereout unto her as follows:
Her commissions for making the sale per terms of the mortgage, thecourt costs incident to this cause, the cost of advertising notices of the sale and the several orders nisi of the cause, the charge of her auctioneer for selling the land, the fee of the auditor, and the amount remaining charged to her after these allowances is distributed to her as the net sale in part of her mortgage debt.

I set forth below a statement of the mortgage debt showing the indebtedness of the mortgagors to her after the sale.

EDWIN H. BROWN JR.
Special Auditor.

A. Gay Fallowfield, mortgagor,
to Louisa C. Bell, mortgagee, DR.

1936 Aug. 11	To amount of the mortgage debt due under the mortgage mentioned in this cause on day of sale per statement filed, to wit:	$4,033.50
CR.	By amount applied to debt by the within account, the sum of	3,879.62
DR.	To balance due by the mortgage to the mortgagee bearing interest from August 11, 1936, the sum of	$ 153.88

November 13, 1936.

EDWIN H. BROWN JR.
Special Auditor.

Cause No. 3092.

The proceeds of the sale of the mortgaged real estate of A. Gay Fallowfield, the mortgagor making the mortgage under which the sale of this cause was made, in account with Louisa C. Bell, mortgagee named in said mortgage and vendor making the sale of this cause.

	CR.	
1936 Aug. 11	By gross proceeds of the mortgaged sale of this cause, per report of sale filed	$4,200.00

	DR.	
1936 Aug. 11	To Louisa C. Bell, the party making the sale, for her commissions for so doing, per terms of the mortgage, to wit:	$213.00
	To do., for the court costs of this cause as taxes by the Clerk of the Court, per his statement as follows, to wit:	

Cost of Wm. H. Carter, clerk, . . .	$18.75	
Appear. fee of Madison Brown . . .	10.00	28.75
To do., for costs of advertising notice of sale in Queen Anne's Record, per receipted statement for same exhibited, to wit:		22.50
To do., for costs of advertising notice of sale and order nisi thereon in Centreville Observer, per receipted account for same exhibited, to wit:		28.63
To do., for charges of J. E. Anthony, auctioneer, for crying the sale made, per receipted account for same exhibited, to wit:		15.00
To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . .		3.50
To Edwin H. Brown, jr., special auditor, for stating this audit, the sum of		9.00
		$320.38
To Louisa C. Bell, mortgagee, in part payment of her mortgage claim, this balance which is not sufficient to pay her mortgage debt in full, the sum of		3,879.62
		$4,200.00 $4,200.00

November 13, 1936.

EDWIN H. BROWN JR.
Special Auditor.

Filed Nov. 14th, 1936.

NISI RATIFICATION OF AUDIT

Louisa C. Bell, Mortgagee,	) IN THE CIRCUIT COURT
VS.	) FOR QUEEN ANNE'S COUNTY
A. Gay Fallowfield, Joel C. Falowfield, her husband, Mortgagors.	) IN EQUITY
	) CASE No. 3092.

ORDERED, This 14th. day of November in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Edwin H. Brown, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th., day of December 1936; provided a copy of this order be published once a week in each of two successive weeks before the 5th., day of December, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed November 14th. 1936.

Clerk's Certificate

Louisa C. Bell	In the Circuit Court
vs.	for
A. Gay Fallowfield Joil C. Fallowfield	Queen Anne's County, in Equity.
	Chy. No. 3092.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 14th day of November, 1936, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's Place.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 22nd day of December 1936.

WILLIAM H. CARTER Clerk

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Jan. 25, 1937.

NISI RATIFICATION OF AUDIT

LOUISA C.C. BELL, Mortgagee,
vs.
A. GAY FALLOWFIELD, JOEL C. FALLOWFIELD, her husband, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3092.

ORDERED, This 14th day of November in the year nineteen hundred and thirty six that the Report and Account filed in these proceedings by Edwin H. Brown, Special Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of December, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of December, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed November 14th, 1936.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 25, 1937

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Louisa C. Bell, mortgagee vs. A. Gay Fallowfield and Jel C. Fallowfield, her husband, mortgagors a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 11th day of November 1936, being more than two weeks before the 5th day of December, 1936.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Jan. 25, 1937.

ORDER OF COURT
Filed Jan. 27, 1937.

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

Louisa C. Bell, mortgagee,	)	
vs.	(	Cause No. 3092.
A. Gay Fallowfield, et al., mortgagors.	)	

ORDER OF COURT

ORDERED on this twenty fifth day of January, 1937, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the within and aforegoing report and account of Edwin H. Brown, junior, special auditor, 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 proceeding order nisi passed in relation to said report and account.

And it is further ordered that Louisa C. Bell, the party making the sale, be and she is hereby directed to apply the proceeds of sale accordingly with a due proportion of the interest received and/or to be received on the credit sale to the commissions of the vendor and the mortgage debt.

THOS. J. KEATING

Filed Jan. 27th, 1937.

CAUSE NO. 3093.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Tenth day of August, in the year Nineteen Hundred and Thirty Six, the following Order to Docket Suit was filed for record, to wit:-

Wesley E. Thawley, Assignee for the purpose of collection and foreclosure of Home Owners' Loan Corporation, mortgagee of Samuel J. Baxter and Anna Baxter, his wife, Exparte.	; : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND IN EQUITY NO. CHANCERY

Mr. Clerk:

Please docket suit as above for foreclosure of the mortgage from Samuel J. Baxter and Anna Baxter, his wife, to Home Owners' Loan Corporation, dated October 13, 1934, and recorded among the Land Record Books of Queen Anne's County, Maryland in Liber B. H. T. No. 1 Folio 369, default having occurred in said mortgage.

WESLEY E. THAWLEY
Assignee.

Filed Aug. 10th, 1936.

CERTIFIED COPY OF MORTGAGE
Filed Aug. 10, 1936.

::
#16,794. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-sixth day of October, in the year nineteen hundred and thirty-four, the following Mortgage was brought to be recorded, to wit:-

(Maryland Mortgage) Loan 18D. No. 258

THIS MORTGAGE, Made this 13th day of October 1934, by and between Samuel J. Baxter and Anna Baxter, his wife of Chester, Queen Anne's County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of seven hundred sixty & 00/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of seven hundred sixty & 00/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $6.01 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option, shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuabel considerations, the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Queen Anne's County, State of Maryland, and described as follows, that is to say:

All that lot of land in the Fifth Election District, of Queen Anne's County,Maryland, and situate at what is commonly known as "The Narrows", and more particularly described as follows: Beginning at a post on the old County Road where it crosses what is known as the "Mill Race", and running in a Westerly direction along said road a distance of 60 feet to another post; thence in a southerly direction a distance of 50 feet; thence in an easterly direction a distance of 30 feet; thence in a southerly direction a distance of 30 feet; thence in an easterly direction a distance of 30 feet to the aforesaid Mill Race, and thence in a northerly direction along said Mill Race a distance of 80 feet to the place of beginning, containing 1/3 of an acre of land, more or less.

Being the same land which was conveyed from Jacob W. Baxter and Orinthia Baxter, his wife, unto said Samuel J. Baxter, by deed dated July 26, 1932, and recorded in Queen Anne's County Land Record Liber B. H. T. No. 15, folio 36.

TOGETHER with the buildings and improvements thereon and the rights, raods, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall beconstrued to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) ofthe same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt 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.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contact and not no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Queen Anne's County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors 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, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 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 Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST: M. VIRGINIA WOOD

SAMUEL J. BAXTER (SEAL)

ANNA BAXTER (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of October, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Samuel J. Baxter and Anna Baxter, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared L. Roy Willis, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

M. VIRGINIA WOOD
Notary Public.

Notary
Public
Seal.

My commission expires the sixth day of May, 1935.

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

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Wesley E. Thawley for the purpose of collection and foreclosure.

AS WITNESS the seal of said corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 7th day of August, 1936.

CHAS. B. LYDDANE
Regional Treasurer.

WITNESS:

ESTHER REAMER

Corporate
Seal's
Place.

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. 18, folios 369, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this tenth day of August, in the year nineteen hundred and thirty six.

Seal's
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND
Filed July 14, 1936.

Queen Anne's County, to wit: Be it remembered that on the 5th day of September, in the year 1936, that on the 5th day of September, in the year 1936, the following Bond was filed for record to wit:

Know all men by these presents, That we Wesley E. Thawley of Caroline County, Maryland, as principal, and the Maryland Casualty 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, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents sealed with our seals and dated this 5th day of September in the year of our Lord Nineteen hundred and thirty six.

Whereas, the above bounden Wesley E. Thawley by virtue of a pow__ contained in a mortgage from Samuel J. Baxter and Anna Baxter, his wife, to Home Owners' Loan Corporation, a body corporate of the United States of America, dated October 13, 1934 and recorded in Liber B. H. T. No. 1, folio 36 etc., one of the Land Record Books of Queen Anne's County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants, conditions therein, and whereas such default has accrued, and the said

Wesley E. Thawley, assignee is about to execute the power vested in him in said mortgage.

Now The Condition of the above oblifation 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.

WESLEY E. THAWLEY (SEAL)

Signed, sealed and delivered in the presence of

Principal

Mildred B. Booker

Maryland Casualty Company
Per M. Stewart Anderson
Attorney in Fact

Attest: M. C. Klair.

Corp. Seals Place.

On the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed 1.40 o'clock, P. M. Sept. 5th, 1936.

William H. Carter, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1 folios 17 &c. a Bond Record Book for Queen Annes County.

Seal's Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 5th day of September A. D., 1936.

WILLIAM H. CARTER, Clerk

REPORT OF SALE
Filed Sept. 5, 1936.

WESLEY E. THAWLEY, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY IN
SAMUEL J. BAXTER and ANNA BAXTER, his wife	:	EQUITY
	:	CHY. NO.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Wesley E. Thawley, Assignee for the purpose of collection and foreclosure of Home Owners' Loan Corporation, mortgagee of Samuel J. Baxter and Anna Baxter, his wife, in the above entitled case, respectfully shows:

1- That Samuel J. Baxter and Anna Baxter, his wife, executed and delivered to Home Owners' Loan Corporation a mortgage bearing date the 13th day of October, 1934, and duly of record in Mortgage Record B. H. T. No. 1 Folio 369, one of the Mortgage Record Books for Queen Anne's County, Maryland, which said mortgage was duly assigned to Wesley E. Thawley for the purpose of foreclosure and collection, as will appear by reference to a certified copy of said mortgage filed in this proceeding as part hereof and marked "Exhibit A" to this Report of Sales.

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" to this Report of Sales.

3- That the said Wesley E. Thawley, Assignee, did, pursuant to said notice, attend in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Saturday, September 5, 1936, between the hours of 2 and 4 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 pub-

lic sale to the highest bidder, the property mentioned in said mortgage, and described as follows:

ALL that lot of land in the Fifth Election District, of Queen Anne's County, Maryland, and situate at what is commonly known as "The Narrows", and more particularly described as follows:

Beginning at a post on the Old County Road where it crosses what is known as the "Mill Race", and running in a westerly direction along said road a distance of 60 feet to another post; thence in a southerly direction a distance of 50 feet; thence in an easterly direction a distance of 30 feet; thence in a southerly direction a distance of 30 feet; thence in an easterly direction a distance of 30 feet to the aforesaid Mill Race, and thence in a northerly direction along said Mill Race a distance of 80 feet to the place of beginning, containing ONE THIRD (1/3) OF AN ACRE of land, more or less,

Being the same land which was conveyed from Jacob W. Baxter and Orinthia Baxter, his wife, unto said Samuel J. Baxter by deed dated July 26, 1932, and recorded in Queen Anne's County Land Record Liber B. H. T. No. 15 Folio 36.

4 - That Wesley E. Thawley, Assignee, in accordance with the advertisement, sold the same to Home Owners Loan Corporation at and for the price and sum of Seven Hundred Dollars ($700), they being at that price the highest bidder therefor.

The terms of sale were one-third cash on day of sale, one-third in six months and the remaining one-third in twelve months from day of sale, or all cash at the option of the purchaser. Deferred payments, 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 5th day of September, nineteen hundred and thirty-six, 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 aforegoing Report of Sales are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

MILDRED B. BUTLER
Notary Public.

N I S I

Wesley E. Thawley Assignee VS. Samuel J. Baxter and Anna Baxter, his wife.	)))))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3093.

ORDERED, This 5th day of September A. D., 1936, that the sale of Real Estate made and reported in this cause by Wesley E. Thawley, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of October next.

The Report states the amount of sales to be $700.00.

WILLIAM H. CARTER Clerk.

Filed Sept. 5th, 1936.

STATEMENT OF MORTGAGE CLAIM
Filed Sept.5, 1936.

HOME OWNERS' LOAN CORPORATION	)	IN THE
VS.	)	CIRCUIT COURT FOR QUEEN ANNE'S
SAMUEL J. BAXTER AND ANNA BAXTER, HIS WIFE.	)	COUNTY
	)	IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of HOME OWNERS' LOAN CORPORATION under the mortgage from SAMUEL J. BAXTER AND ANNA BAXTER, HIS WIFE, to HOME OWNERS' LOAN CORPORATION dated the 13th day of October 1934, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 1 Folio 369

Re: Loan No. 18-13-D-258 4D-M

Mortgage Date	10-13-34
Principal Amount of Mortgage	760.00
Refunds Credited to Principal	55.32
Repayments Credited to Principal	14.33
Net Principal Balance	690.35
Interest on Mortgage 6-29-35 to 9-5-36	41.29
Total Mortgage Claim as of 9-5-36	731.64

DAVID D. ALDRIDGE

David D. Aldridge
Deputy Regional Accountant

WB-JS

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 28 day of August in the year nineteen hundred and thirty-six before me, the subscriber a Notary Public of the State of Maryland, in and for said county of Baltimore, personally appeared David D. Aldridge, Deputy Regional Accountant the plaintiff in the above entitled cause, 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.

EDWARD C. GOLDEN
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Sept. 8, 1936.

ASSIGNEE'S SALE
OF VALUABLE

REAL ESTATE

AT "THE NARROWS"

Under and by virtue of a power of sale contained in a mortgage from Samuel J. Baxter and Anna Baxter, his wife, to the Home Owners' Loan Corporation bearing date the 13th day ofOctober, 1934, and duly of record in Liber B. H. T. No. 1 Folio 369, 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 of said mortgage, the undersigned assignee will offer and expose at public sale on SATURDAY, SEPT. 5th, 1936. at two o'clock P. M. in front of the Court House Door in Centreville, Maryland, the following described property, to wit:

ALL that lot of land in the Fifth Election District, of Queen Anne's County, Maryland, and situate at what is commonly known as "The Narrows", and more particularly described as follows:

Beginning at a post on the Old County Road where is crosses what is known as the "Mill Race," and running in a westerly direction along said road a distance of 60 feet to another post; thence in a southerly direction a distance of 50 feet; thence in an easterly direction a distance of 30 feet; thence in a southerly direction a distance of 30 feet; thence in an easterly direction a distance of 30 feet to the aforesaid Mill Race and thence in a northerly direction along said Mill Race a distance of 80 feet to the place of beginning, containing ONE-THIRD (1-3) OF AN ACRE of land, more or less.

Being the same land which was conveyed from Jacob W. Baxter and Orinthia Baxter, his wife, unto said Samuel J. Baxter by deed dated July 26, 1932, and recorded in Queen Anne's County Land Record Liber B. H. T. No. 15, Folio 36.

IMPROVEMENTS

The improvements consist of a two-story frame dwelling, 5 rooms, heated by stoves, and garage.

TERMS OF SALE

The terms of sale will be one-third cash on day of sale, one-third in six months and the remaining one-third in twelve months from day of sale, or all cash at the option of the purchaser. Deferred payments, 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 for the purpose of collection
and foreclosure.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., September 8, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Wesley E. Thawley, Assignee vs. Samuel J. Baxter and Anna 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 6th day of August 1936, being more than twenty days before the 5th day of September 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Nov. 14, 1936.

N I S I

WESLEY E. THAWLEY,
Assignee

vs.

SAMUEL J. BAXTER, and
ANNA BAXTER, his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY IN EQUITY Chancery No. 3093.

ORDERED, This 5th day of September A. D., 1936, that the sale of Real Estate made and reported in this cause by Wesley E. Thawley, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of November next provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of October next.

The Report states the amount of sales to be $700.00.

WILLIAM H. CARTER, Clerk.
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed September 5th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., November 14, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Wesley E. Thawley, Assn. vs. Samuel J. Baxter and Anna 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 10th day of Sept., 1936, being more than four weeks before the 12th day of October 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

FINAL ORDER OF COURT
RATIFYING SALE
Filed Nov. 21, 1936.

WESLEY E. THAWLEY, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY IN EQUITY
SAMUEL J. BAXTER and ANNA BAXTER, his wife,	:	CHY. NO.
	:	

ORDERED this 21st day of November, 1936, 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 as per Order Nisi passed on the 5th day of Sept., 1936 in said cause.

THOS. J. KEATING
J U D G E.

Filed November 21st, 1936.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed Dec. 8, 1936.

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

Wesley E. Thawley, Assignee,	( )	
vs.	( )	Cause No. 3093.
Samuel J. Baxter, Anna Baxter, his wife.	( )	

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 an examination of the proceedings of this cause the same were instituted and have been conducted for the collection of a mortgage debt under a mortgage given by the defendants upon certain land therein described by sale under the mortgage of the land, and it appears also that the proceeds of the sale made under mortgage are not sufficient to pay the mortgage debt in full.

That in the within account the auditor has charged Wesley E. Thawley, the plaintiff, to whom said mortgage was assigned and who made the sale of the cause, with the gross amount of the sale made by him per his report and the auditor has then thereout allowed as follows, to wit:
Unto the said vendor, for his compensation for making the sale, the sum of fifty dollars, per the vendor's instructions to the auditor in lieu of the compensation provided for the vendor by the terms of the mortgage, the sum so allowed being less than the compensation provided in the mortgage; the court costs of this cause; taxes on the mortgaged land for year 1936; costs of advertising the sale and the several orders nisi of the cause; the cost of the vendor's bond; and the charges of his auctioneer for crying the sale.
Unto the Auditor his fee for stating the audit and making this report.
Unto Wesley E. Thawley, as the assignee of the mortgage mentioned the balance of the amount so charged to him remaining after the allowances above mentioned, in part payment of the mortgage debt due on the day of sale.

The Auditor has stated an additional account and returns the same herewith between the mortgagors and the assignee of the mortgage showing the balance due by the mortgagors to the mortgagee on the day of the sale and after application to the debt of the net proceeds of sale of this cause.

Which is respectfully submitted.

MADISON BROWN
Auditor.

Cause No. 3093.

The proceeds of the sale of the mortgaged real estate of Samuel J. Baxter, the person making the mortgage mentioned in these proceedings, in account with Wesley E. Thawley, the assignee of said mortgage and as such the party making the mortgage sale under said mortgage described in this cause.

1936 Sept. 5 — CR.

By the amount of the gross sale of this cause per report of sale of said vendor filed in this cause, to wit: the sum of . . . . . $ 700.00

" " — DR.

To Wesley E. Thawley, the party making the sale of this cause, for his compensation for so doing and in lieu of his compensation for so doing provided by the terms of the mortgage this sum, per his instructions to the auditor, to wit: . . $ 50.00

To do., for the court costs of this cause, per bill of costs made by the Clerk of the Court as follows, to wit:
Cost of W. H. Carter, clerk, ... $22.75
Appear. fee of W. E. Thawley. . . . . 10.00 — 32.75

To do., to be paid to the Collector of Taxes of Queen Anne's County the state and county taxes on the property sold for year 1936 per tax bill exhibited 8.43

To do., for the cost of advertising notice of the sale made and the order nisi on the sale in Centreville Observer per account for same exhibited, to wit: 27.50

To do., for the cost of advertising the order nisi to be passed as to this report and account the sum of 3.50

To do., for the cost of his bond containing corporate surety filed in this cause to be paid said surety per account for same exhibited, the sum of 10.00

To do., for the charges of J. E. Anthony who cried the sale made for crying the sale, per bill for same exhbitied, the sum of 10.00

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

To Wesley E. Thawley, assignee of the mortgage mentioned, on account of the mortgage debt due on the date of the sale this balance which is not sufficient to pay the debt in full, to wit: the sum of 548.82

$700.00 $ 700.00

December 6, 1936.

MADISON BROWN
Auditor.

Cause No. 3093.

Samuel J. Baxter and Anna Baxter, his wife,
to
Wesley E. Thawley, assignee, DR.

1936 Sept. 5 — To amount of the mortgage debt due by the said Samuel J. Baxter and Anna Baxter, his wife, to the said Wesley E. Thawley as assignee of the mortgage given by the said Samuel J. Baxter and Anna Baxter, his wife, to Home Owners' Loan Corporation dated October 13, 1934 and described in the proceedings of this cause on Sept. 5, 1936, the day of the sale of this cause, per Statement of Mortgage Debt filed in this cause, to wit: the sum of $731.64

CR. By amount applicable to said debt as the net proceeds of the sale of this cause, per the within and aforegoing auditor's account, to wit: the sum of 548.82

DR. To balance due by the said Samuel J. Baxter and Anna Baxter, his wife, to the said Wesley E. Thawley, assignee, under the covenants of said mortgage and bearing interest from September 6, 1936, the sum of $182.82

December 5, 1936.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Wesley E. Thawley Assignee VS. Samuel J. Baxter and Anna Baxter, his wife,	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE No. 3093.

ORDERED, This 8th day of December in the year nineteen hundred and 36 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 January, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of December, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed December 8th, 1936.

CLERK'S CERTIFICATE AS PAYMENT
OF COURT COSTS
Filed 1/27/37.

Clerk's Certificate

Wesley E. Thawley, Assignee vs. Samuel J. Baxter and Anna Baxter, his wife,	)	In the Circuit Court for Queen Anne's County, in Equity. Chy. No. 3093.

I hereby certify that no objections to the ratification of the auditor have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 8th day of December, 1936, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's
Place.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 27th day of December 1937.

WM. H. CARTER Clerk

CERTIFICATE OF PUBLICATION
OF AUDIT NISI
Filed Jan. 7, 1937.

NISI RATIFICATION OF AUDIT

Wesley E. Thawley, Assignee
VS.
Samuel J. Baxter and
Anna Baxter, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3093.

ORDERED, This 8th day of December in the year nineteen hundred and thirty-six that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of January, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of December, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True Copy-
Test:
WILLIAM H. CARTER, Clerk.
Filed December 8th, 1936.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md.----------193--

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wesley E. Thawley, Assn, vs. Samuel J. Baxter and Anna Baxter, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 10th day of December 1936, being more than two weeks before the 28th day of December 1936.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed February 1, 1937.

Wesley E. Thawley, Assignss, vs. Samuel J. Baxter and Anna Baxter, his wife.	)	In the Circuit Court for Queen Anne's County, in Equity
	)	Cause No. 3093.

FINAL RATIFICATION OF AUDIT

ORDERED, this 1st day of February, in the year nineteen hundred and thirty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and Wesley E. Thawley, Assignee of mortgage, 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 February 1st, 1937.

CAUSE No. 3103.

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

J. H. C. Legg,
Assignee,

VS.

William B. Stafford,
Mortgagor.

In The Circuit Court
For
Queen Anne's County, in
Equity,
Cause No.

Mr. William H. Carter, Clerk of the Circuit Court, for Queen Anne's County, in Equity:

Mr. Clerk:

Docket the above entitled Case on your Chancery Docket, enter the appearance of J. H. C. Legg, as Solicitor for the assignee, make out and file in this case, a certified copy of the Mortgage from William B. Stafford to Maud Agusta Doxen, dated the 28th. day of June, in the year, 1933, Recorded in Liber B. H. T. NO. 16, folios 261, etc., a land record book for Queen Anne's County, Maryland, together with the Assignment thereon, after having first recorded the assignment of the said Mortgage at the foot of the aforesaid Mortgage, in the Liber aforesaid, and file the same in these proceedings.

J. H. C. LEGG

J. H. C. Legg, Solicitor for the
Assignee.

October 6th. 1936.

CERTIFIED COPY OF MORTGAGE
Filed October 6, 1936.

Queen Anne's County, to wit: Be it remembered that on the twenty-eighth day of June, in the year Nineteen Hundred and thirty-three, the following Mortgage was filed for record, to wit:

This Mortgage, made this 28th day of June in the year nineteen hundred and thirty-three by William B. Stafford (Widower) of Kent County, in the State of Maryland, Witnesseth, Whereas, the said William B. Stafford, is justly and bona indebted unto Maud Augusta Doxen, of Queen Annes County, in the State of Maryland in the full and just sum of Six Hundred Dollars, for the balance of the purchase money due and owing by the said William B. Stafford to the said Maud Augusta Doxon, on the hereinafter described real estate, it being a condition prcedent to the passing of the Deed for the said hereinafter described real estate, that the said sum of Six Hundred Dollars, being the balance of the unpaid purchase money, due and owing on the hereinafter on the hereinafter real estate, should be secured and assured by the execution of the first Mortgage, the principal sum of Six hundred dollars to be due and payable within three years from the date of these presents, the interest thereon during the existence of this loan to be due and payable each six months or semi-annually, with the right of the mortgagor to pay on the said principal sum of Six Hundred dollars, at any interest period a sum of not less than Fifty Dollars

Now Therefore, in consideration of the premises, and of the sum of One Dollar, the receipt whereof is hereby acknowledged, the said William B. Stafford does hereby grant and convey unto the said Maud Agusta Doxen, in fee simple, the following described real estate situate lying and being in the Fifth Election District of Queen Annes County, in the State of Maryland, all of that piece, parcel or lot of land, improved by a Feed and Grist Mill, lying on the left hand side of the improved public road leading from the "Queenstown Station" into the Town of Queenstown, and having a frontage on said public road of one hundred and twenty four feet, and a depth on each side of one hundred and seventy seven feet, with a width in the rear of one hundred and twenty four feet, and is the same land as that described in more detail in the Deed from Maud Augusta Doxen to the said William B. Stafford, bearing even date with these presents and intended to be recorded among the Land Record Books for Queen Anne's County, Maryland in Liber B. H. T. No. folios , immediately preceeding these presents, to which deed especial reference is hereby made for an accurate description of the land intended to be conveyed in this mortgage.

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

And it is hereby agreed, that, in the event of a sale of the above described property under the power of a 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 B. Stafford, his heirs, executors, administrators or assigns, shall well and truly pay to the said Maud Agusta Doxen, her successors, executors administrators or assigns, the aforesaid sum of Six Hundred Dollars, within three years from the date of these presents, and the interest thereon in the meantime, each six months, during the existence of this loan, as above set forth, and shall perform all the covenants conditions and agreements therein on his their part to be performed, then this mortgage shall be void; and until default be made in the premises the said William B. Stafford, his heirs and assigns, shall possess said property.

And the said William B. Stafford, for himself and for his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and the 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 Maud Agusta Doxon, 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 ap_____ 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 Maud Agusta Doxon, her successors, 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 previous notice of the time, place manner and terms of sale by advertisement in a newspaper printed and published in Queen Annes 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 the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to William B. Stafford, 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 Maud Agusta Doxen, 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 the 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 B. Stafford, for himself, and for his heirs, executors, administrators and assigns, hereby covenants to pay.

As Witness the hands and seals of the said Mortgagors.

Witness: Bertha G. Durney William B. Stafford (SEAL)

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

I hereby certify that on this 28th day of June, 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, aforesaid, duly commissioned and qualified, personally appeared William B. Stafford and each acknowledged the aforegoing Mortgage to be his act; and now at the same time also personally appeared before me the subscriber, Maud Agusta Doxen, the within named Mortgagee, and did make oath in due form of that the consideration named in the aforegoing Mortgage is just and true and bona fide as therein set out. In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial Seal the day and year first above written.

Notary
Public
Seal.

Bertha G. Durney
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the sixth day of October, in the year Nineteen Hundred and thirty six, the following Assignment was filed for record, to wit:

For value received, I hereby assign the within and aforegoing Mortgage to J. H C. Legg for the purpose of collection by foreclosure or otherwise.

As Witness my hand and seal this fifth day of October in the year nineteen hundred and thirty six.

Witness: J. H. E. Legg

Maud Augusta Doxen (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. 16, folio 261, 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 October 1936.

Seal's
Place.

WM. H. CARTER, Clerk of the Circuit
Court for Queen Anne's County.

CERTIFIED COPY OF BOND
Filed October 27, 1936.

Queen Anne's County, to wit: Be it remembered that on the twenty seventh day of October, in the year Nineteen Hundred and thirty-Six, the following Bond was filed for record, to wit:

No. 72614

Know all men by these presents, That we J. H. C. Legg of Queen Anne's County, in the State of Maryland, and the Glens Falls Indemnity Company, of Glens Falls New York, a Corporation duly created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, lawful money of the United States of America to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors, and assigns, in the whole, and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this Twenty seventh day of October, in the year nineteen hundred and thirty six,

Whereas William B. Stafford, widower, by a mortgage dated 29th day of June, nineteen hundred and thirty three, and recorded in Liber B. H. T. No. 6 etc., a Land Record Book for Queen Anne's County, Maryland, did convey certain real estate, lands therein specified to secure the payment of the sum of Six Hundred Dollars, with certain interest unto Maud August Doxen:

And Whereas the aforesaid Mortgage has been duly assigned unto the said J. H. C. Legg, for the purpose of collection and foreclosure, who as assignee of said mortgage, is about to make sale of the said real estate described in the said mortgage, because default has heretofore occurred and now exists in terms, covenants, and conditions of said Mortgage by reason of the non-payment of the principal mortgage debt named therein and now overdue.

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

Signed, sealed and delivered
in the presence of

J. H. E. Legg

J. H. C. Legg (SEAL)

The Glens Falls Indemnity Company, of
Glen Falls, New York
By J. H. C. Legg
Its Attorney In Fact.

Corporate
Seals
Place.

On the back of the aforegoing Bond was thus endorsed to wit:

Security approved and Bond filed Oct. 27th, 1936.

William H. Carter Clerk

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the aforegoing is truly taken and copied from Liber W. H. C. 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 27th day of October in the year 1936.

Wm. H. Carter, Clerk

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Oct. 13, 1936.

ASSIGNEE'S SALE
OF VALUABLE

REAL ESTATE &
MILL PROPERTY

Default having occurred in the mortgage from William B. Stafford to Maud Agusta Doxen, dated the 29th day of June, in the year 1933, and recorded in Liber B. H. T. No. 16, folios 261, etc., a land record book for Queen Anne's County, Maryland, and assigned to J. H. C. Legg, on the 5th day of October, 1936 for the purpose of collection, which said assignment is recorded at the foot of the aforesaid mortgage, in the Liber aforesaid, the undersigned as the assignee of the 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 store of Mr. Joseph Ginsberg, in Queenstown, in Queen Anne's County, Maryland, on SATURDAY, OCTOBER 31, 1936 at the hour of 1:30 o'clock P. M. the property conveyed by the said mortgageg, TO WIT:

ALL of that piece, parcel, or lot of land, improved by A FEED AND GRIST MILL lying on the left hand side of the improved public road, leading from the "Queenstown Station," into the town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, and having a frontage on said public road of One Hundred and Twenty Four (124) feet, and depth on each side of One Hundred and Seventy Seven (177) feet, with a width in the rear of One Hundred and Twenty-Four (124) feet; and is the same land as that described in more detail in the deed from Maud Agusta Doxen to the said William B. Stafford, bearing even date with these presents and intended to be recorded in Liber B. H. T. No. folios, immediately preceeding these presents, to which deed especial reference is hereby made for an accurate description of the land intended to be conveyed in this mortgage.

TERMS OF SALE: One-half of the purchase money in cash on the day of the sale; the balance in six months from day of sale, on interest bearing note with approved security, or all cash at option of the purchaser. Title papers including stamps required on the deed at the expense of the purchaser. Further and more detailed particulars made known at the time of the sale.

J. H. C. LEGG,
J. Elmer Anthony, Auction
Assignee of Mortgage.

Queenstown, Maryland, October 31st 1936.

The Queenstown News, hereby certifies that the annexed advertisement, in the case of J. H. C. Legg, assignee vs. William B. Stafford, Mortgagor, a true copy of which is hereto annxed, was inserted in the Queenstown News, a weekly newspaper printed and published at Queenstown, in Queen Anne's County, Marylan_ once in each of FOUR successive weeks the first publication thereof having been made in said newspaper on the 10th. day of October, 1936, and then in the publications of the 17th. and 24th. and 31st. of October, 1936, being more than 20 days before the 31st. day of October, 1936.

M. W. AKER
Editor and Publisher of the
Queenstown News.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Oct. 31, 1936.

ASSIGNEE'S SALE
OF VALUABLE

REAL ESTATE &
MILL PROPERTY

Default having occurred in the mortgage from William B. Stafford to Maud Agusta Doxen, dated the 29th day of June, in the year 1933, and

recorded in Liber B. H. T. No. 16, folios 261, etc., a land record book for Queen Anne's County, Maryland, and assigned to J. H. C. Legg, on the 5th day of October, 1936 for the purpose of collection, which said assignment is recorded at the foot of the aforesaid mortgage, in the Liber aforesaid, the undersigned as the assignee of the 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 store of Mr. Joseph Ginsberg, in Queenstown, in Queen Anne's County, Maryland, on SATURDAY, OCTOBER 31, 1936 at the hour of 1:30 O'clock P. M. the property conveyed by the said Mortgageg, TO WIT:

ALL of that piece, parcel, or lot of land, improved by A FEED AND GRIST MILL lying on the left hand side of the improved public road, leading from the "Queenstown Station," into the town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, and having a frontage on said public road of One Hundred and Twenty Four (124) feet, and depth on each side of One Hundred and Seventy Seven (177) feet, with a width in the rear of One Hundred and Twenty-four (124) feet; and is the same land as that described in more detail in the deed from Maud Agusta Doxen to the said William B. Stafford, bearing even date with these presents and intended to be recorded in Liber B. H. T. No. folios, immediately preceeding these presents, to which deed especial reference is hereby made for an accurate description of the land intended to be conveyed in this mortgage.

TERMS OF SALE: One-Half of the purchase money in cash on the date of the sale; the balance in six months from day of sale, on interest bearing note with approved security, or all cash at option of the purchaser. Title papers including stamps required on the deed at the expense of the purchaser. Further and more detailed particulars made known at the time of the sale.

J. H. C. LEGG,
J. Elmer Anthony, Auction
Assignee of Mortgage.

THE CENTREVILLE OBSERVER

Centreville, Md., October 31, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of J. H. C. Legg, Assignee, vs. William B. Stafford 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 8th day of October 1936, being more than twenty days before the 31st day of October 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

REPORT OF SALE
Filed Oct. 31, 1936.

J. H. C. Legg,	IN THE
Assignee,	Circuit Court
VS.	For
William B. Stafford,	Queen Anne's County, in
Mortgagor;	Equity, Cause NO. 3103.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Report of J. H. C. Legg, Assignee of the Mortgage from William B. Stafford, Widower, to Maud Agusta Doxen, dated the 29th. day of June, in the year, 1933, and recorded in Liber B. H. T. NO. 16 folios 261 etc. one of the land record books for Queen Anne's County, Maryland, an duly assigned to J. H. C. Legg, for the purpose of collection and foreclosure, on the 5th. day of October, 1936, which said assignment is recorded at the foot of the aforesaid Mortgage, in the aforesaid Liber, show that default was made in the terms and conditions of the said Mortgage, because of the non payment of the principal mortgage debt; 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 his truct, and after giving more than twenty days previous notice of the time, place, manner an terms of sale, by advertisement inserted in the Centreville Observer being four insertions, and in the Queenstown News, two weekly newspapers, printed and published in Queen Anne's County, Maryland, certifies copies of which advertisements are herewith filed, and aske to be taken as a part of this report of sale; he did pursuant to said advertisements attend in person in front of the Store house of Joseph Ginsberg, in the town of Queenstown, in Queen Anne's County,

in the State of Maryland, on Saturday October, the 31st. 1936, at the hour of 1-30- O'Clock P. M. and did then and there proceed to sell the property mentioned and described in the said Mortgage an as advertised in the annexed Certified copies of the said Advertisements, as follows, TO WIT: All of that piece, parcel, or lot of lan_ improved by a feed and grist mill, lying on the left hand side of the improved public road leading from the "Queenstown Station", int the Town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, and having a frontage on said public road of one hundred and twenty four (124) feet, and a depth on each side of of one hundred and seventy seven (177) feet, with a width in the rear of one hundred and twenty four (124) feet; and is the same lan_ as that described in more detail in the deed from Maud Agusta Doxe_ to the said William B. Stafford, bearing even date with these presents, and intended to be recorded in Liber B.H.T. NO. folios immediately preceeding these presents, to which deed especial reference is hereby made for an accurate description of the land intende_ to be conveyed in this mortgage; and your assignee sold the same to (after crying the sale for some considerable time) to A. Howard Johnson at and for the sum of Eight Hundred and Twenty Five ($825.00) Dollars, he being then and there the highest bidder therefor, at and for the said sum of Eight Hundred and Twenty Five Dollars ($825.00) And your Purchaser assures your Assignee that he will pay for the said property in cash, on the Final Ratification of the said Sale by this Honorable Court. Your assignee announced that the taxes for the year 1936, would be paid oout of the proceeds of the sale.

All of which is respectfully submitted by

J. H. C. LEGG
Assignee.

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

I HEREBY CERTIFY that on this 31st. day of October, in the year, nineteen hundred and thirty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity personally appeared J. H. C. Legg, the assignee of the Mortgage, named in the above Report of Sale, and made oath in due form of Law, that the matters and things stated in the aforegoing report of Sale are true, to the best of his knowledge and belief, and that the sales therein reported were fairly and bona fide made.

WILLIAM H. CARTER
Clerk of the Circuit Court for Queen Anne's County, in Equity.

Filed October 31st, 1936.

N I S I

J. H. C. Legg, Assignee	)	IN THE CIRCUIT COURT
	)	
VS.	)	FOR QUEEN ANNE'S COUNTY
	)	
William B. Stafford Mortgagor	)	IN EQUITY
	)	CHANCERY No. 3103

ORDERED, This 31st day of October A. D. 1936, that the sale of The Real Estate made and reported in this cause by J. H. C. Legg, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of December next.

The Report states the amount of sales to be $825.00.

WILLIAM H. CARTER Clerk

Filed October 31st, 1936.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Jan. 13, 1937.

ORDER NISI

J. H. C. LEGG, Assignee
vs.
WILLIAM B. STAFFORD, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 3103

Ordered, This 31st day of October A. D., 1936, that the sale of the Real Estate made and reported in this cause by J. H. C. Legg, assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of December next.

The Report states the amount of sales to be $825.00

WILLIAM H. CARTER
Clerk of the Circuit Court for
Queen Anne's County.
True Copy-Test:
WILLIAM H. CARTER, Clerk
Filed October 31st, 1936.

The Queenstown News

Queenstown, Maryland, January 12th.1937.

I do hereby certify that the annexed ORDER NISI, in the case of J. H. C. Legg, Assignee, VS. William B. Stafford, Mortgagor, a true copy of which is hereto annexed, was inserted in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's County, in the State of Maryland, once a week for four successive weeks (making five insertions) before the 12th. day of December, (1936) next; the first insertion being November 7-14-21-28 and the last insertion being December 5th. 1936

M. W. AKER
Editor, Owner and Publisher of The
Queenstown News.

STATEMENT OF MORTGAGE DEBT
Filed Jan. 15, 1937

J. H. C. Legg,
Assignee,

VS.

William B. Stafford,
Mortgagor.

IN THE
CIRCUIT COURT
For
Queen Anne's County
In Equity, Cause
NO. 3103.

STATEMENT OF THE MORTGAGE DEBT.

Amount of the Mortgage debt due and owing under the Mortgage from William B. Stafford, widower, to Maud Agusta Doxen, dated the 28th. day of June, in the year, 1933, and recorded in Liber B. H. T. NO. 16, folios 261 etc., one of the Land Record Books for Queen Anne's County, Maryland, being the Mortgage mentioned in the above Cause on the 31st. day of October, in the year, 1936, the day of the sale mentioned in the above Cause.

Amount of Principal Mortgage debt due on that day (October 31st. 1936) being the day of sale,	$ 600.00
Interest due on the said debt on the said day of sale, (4 months 3 days)	$ 12.00
5% Attorneys Commissions	$ 30.60
Amount due on day of sale, October 31st. 1936,	$ 642.60

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 thirty seven, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared J. H. C. Legg, Assignee of the Mortgage mentioned and set out above, and he did make oath in due form of law, that the aforegoing is a true statement of the debt due under the mortgage mentioned above on the day of sale above mentioned, to the best of his knowledge and belief.

WILLIAM H. CARTER
Clerk

Filed Jan. 15th, 1937.

ORDER OF COURT
Filed Jan. 15, 1937.

FINAL ORDER OF RATIFICATION

ORDERED, on this fifteenth day of January, in the year nineteen hundred and thirty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court that the sales of the mortgaged real estate and property made by J. H. C. Legg, assignee of the mortgage mentioned and described and set out in the aforegoing Report of Sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accodrance with the ORDER NISI heretofore passed in said Cause in relation to the said Report of Sale; 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 Jan. 15th, 1937.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed April 5, 1937.

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

J. H. C. Legg, assignee,	(	
vs.	)	Cause No. 3103.
William B. Stafford, mortgagor.	)	

To the Honorable, the Judges of said Court:

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

That these proceedings were instituted and conducted for the collection of a mortgage debt by sale of the mortgage property under the securing mortgage, and the proceeds of sale of the mortgaged property are sufficient to pay the mortgage debt and all costs of sale.

The Auditor has stated the within account by first charging J. H. C. Legg, the party foreclosing the mortgage under assignment of same to him, with the amount of the gross sale made by him, and then by allowing thereout as follows:
Unto J. H. C. Legg as vendor his commissions for making the sale, the court costs of the sale, the costs of advertising the order nisi to be passed as to this audit, the fee of the auditor and the following items for which the said vendor furnished the auditor receipted vouchers which will be attached to this audit, to wit:
Costs of his bond filed herein, charges of his auctioneel for selling the property, costs of advertising the notices of sale and order nisi as to sale, and the taxes, county and muncipal, due on the mortgaged property for year 1936.
Unto the said J. H. C. Legg as the assignee and holder of the mortgage debt the amount of his mortgage claim in full.

The gross sale charged and the allowances made balance.

Which is respectfully submitted.

MADISON BROWN
Auditor.

Cause No. 3103.

The proceeds of the sale of the mortgaged real estate of William B. Stafford, mortgagor making the mortgage described in this cause, IN ACCOUNT WITH J. H. C. Legg, assignee of said mortgage and party selling thereunder the mortgaged property.

1936	CR.	
Oct. 31.	By the amount of the Gross mortgaged real estate, per report of sale filed October 31, 1936, in this cause, to wit:	$ 825.00
1936	DR.	
Oct. 31.	To J. H. C. Legg, assignee, as vendor of mortgaged property, for his commissions for making the mortgage sale per terms of the mortgage, to wit: the sum of .	$ 56.13

To do., for the court costs of this cause, per statement of the Clerk of the Court as follows, towit:
Cost of Clerk of Court $18.75
Appear. fee of J.H.C. Legg 10.00 28.75

To do., for the cost of his bond with corporate surety thereon filed in this cause, per account for same with receipt thereon exhibited, to wit: the sum of 10.00

To do., for the charges of J. E. Anthony, auctioneer, for crying the sale made, per his receipt for same exhibited, to wit: the sum of 10.00

To do., for the costs of advertising notice of sale made in The Centreville Observer, per account for same with receipt thereon exhibited, to wit: the sum of 23.62

To do., for the cost of advertising notice of sale made and order nisi thereon in the Queenstown News, per account for same with receipt thereon exhibited, to wit: 21.57

To do., for amount of state and county taxes for year 1936, on mortgaged property, paid per terms of sale to J. W. Keith, treasurer, collector of taxes, per account for same with receipt thereon exhibited, to wit: 12.63

To do., for taxes of Town Commissioners of Queenstown for 1936 paid per terms of sale to said Town Commissioners of Queenstown, per tax account with receipt thereon as appears, to wit: sum of. . . 10.80

To amounts carried forward $173.50 $825.00

Cause No. 3103

The proceeds of the sale of the mortgaged real estate of William B. Stafford, mortgagor making the mortgage described in this cause, IN ACCOUNT WITH J. H. C. Legg, assignee of said mortgage and party selling thereunder the mortgaged property.

	DR.	CR.
By amounts brought forward	$173.50	$825.00

DR.

To J. H. C. Legg, assignee, for the costs of advertising the order nis to be passed as to this account and report, the sum of	3.50	
To Madison Brown, auditor, for stating this account, the sum of	5.40	
To J. H. C. Legg, assignee of said mortgage, in full of the mortgage debt due on the day of sale per statement of mortgage debt filed, this balance, to wit:	642.60	
	$825.00	$825.00

April 5, 1937.

MADISON BROWN
Auditor.

Filed April 5th, 1937.

N I S I R A T I F I C A T I O N
O F A U D I T

J. H. C. Legg, Assignee,	) IN THE CIRCUIT COURT
VS.	) FOR QUEEN ANNE'S COUNTY
William B. Stafford, Mortgagor.	) IN EQUITY) CASE NO. 3103

ORDERED, This 5th 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 30th day of April, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 23rd, day of April, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed April 5th, 1937.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed May 4, 1937.

NISI RATIFICATION OF AUDIT

J. H. C. LEGG,
Assignee,
vs.
WILLIAM B. STAFFORD,
Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3103.

ORDERED, This 5th 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 30th day of April, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 23rd 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 5th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 4, 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of J. H. C. Legg, Assignee, vs. W. B. Stafford, Mtgr. 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 8th day of April, 1937, being more than two weeks before the 23d. day of April 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

Filed May 4, 1937.

Clerk's Certificate

J. H. C. Lee, Assignee

VS.

William B. Stafford,
Mortgagor.

In the Circuit Court
for
Queen Anne's County
in Equity.
Chy. No. 3103

I hereby certify that no objections to the ratifcation of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 5th day of April, 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's
Place.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 4th day of May, 1937.

WILLIAM H. CARTER Clerk

ORDER OF COURT
Filed May 4, 1937.

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court for Queen Anne's County, in Equity, this 4 day of May, 1937, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the preceding Order Nisi; and the Assignee is directed to apply the proceeds of sale accordingly, w ith a due proportionate interest as the same has been or may be received.

THOS. J. KEATING

Filed May 4, 1937.

CAUSE NO. 3119.

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

Herbert E. Perkins, Assignee	:	In the Circuit Court
	:	for Queen Anne's Co.
Vs.	:	Maryland
Thomas M. Jefferson, Susan B. Jefferson, his wife	:	In Equity, No.
	:	

William H. Carter, Clerk:-

Please record assignment of mortgage from James W. Weller to Herbert E. Perkins, docket case as above entitled, make copy of mortgage, and enter my appearance as Solicitor for Complainant.

HERBERT E. PERKINS
Solicitor for Complainant.

CERTIFIED COPY OF MORTGAGE
Filed Feb. 2, 1937.

#14,610. Queen Anne's County, to wit: Be it remembered that on the seventeenth day of November, in the year nineteen hundred and thirty, the following Mortgage was brought to be recroded, to wit:-

This Mortgage, Made this 15th day of November in the year one thousand nine hundred and thirty by and between Thomas M. Jefferson and Susan B. Jefferson, his wife Mortgagors of Queen Anne's County, State of Maryland, of the one part, and Thomas B. Gardner, Mortgagee, of the State of New York of the other part.

Whereas, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of Eight hundred ($800) dollars (being money loaned and advanced by said Mortgagee to the said Mortgagors) for which said sum and the interest thereon the said Mortgagors have passed to the said Mortgagee their promissory note bearing even date herewith: for said principal sum of Eight hundred dollars payable one year after date: said note bearing interest payable semi-annually from date and also provides for the payment of 10% commissions for collection if not paid when due, and judgment by confession, without stay of proceedings and the waiver of all exemptions from execution if not paid when due also.

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 renewals thereof as hereinafter stipulated, and all public taxes which may be levied or assessed thereon, and the peformance 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 Thomas M. Jefferson and Susan B. Jefferson, Mortgagors, do grant unto the said Thomas B. Gardner, Mortgagee his heirs or assigns, in fee simple, all that piece or parcel of land situate, lying and being in the Village of Crumpton in the Seventh Election District of said Queen Anne's County, State of Maryland, and on the Easterly side of Broad Street adjoining the residence property of George E. Harrison and the lands of others and fronting on said Broad Street 70 feet and having a depth from said Broad Street of 200 feet, Being moreover the same lands and premises which was conveyed to the said Thomas M. Jefferson by deed of Ethel Clements Vansant and others dated November 29th A. D. 1913, and duly recorded in Liber W. F. W. #4 folio 398 &c of the land records for said Queen Anne's County, reference to which deed and to the deeds therein mentioned is to be made for a fuller description of the hereby mortgaged land and premises.

Together with the buildings and improvements upon said lands, and the rights, roads, ways, waters, privileges appurtenances and advantages, thereto belonging or in anywise appertaining.

To Have and To Hold, the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Thomas B. Gardner his heirs and assigns forever.

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.

Provided that if the said Mortgagors, their heirs, executors, administrators or assigns, shall paid said mortgage debt and interest and said promissory note at maturity or any renewal or renwals thereof either in whole or in part as the parties hereto may agree from time to time to renew said loan or any part thereof and any interest that may accrue on said note or on any 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 made in the premises, the said Mortgagors, their heirs or assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured; which taxes, assessments, public dues, charges mortgage debt and interest, as evidenced by said promissory note or any of said renewals, the said mortgagors for themselves, their heirs, executors, administrators or 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 mortgagee or his personal representatives, or assigns, or John D. Urie, 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 costsincurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in said Queen Annes County, Maryland, and such other notice as the party making said sale deem proper, which said sale may at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including an attorney's fee of Thirty dollars and commission to the party making sale of said property of Seven (7) per cent, including fee of twenty five dollars for preparing and furnishing the required bond: Secondly, to the payment of all claims of the said Mortgagee or h6 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 mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also after filing of the bond required, by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled pay the same or said sale is withdrawn at the request of said Mortgagors or any of them, then the said Mortgagors, for themselves their heirs, personal representatives or assigns, do hereby further covenant to and with the said Mortgagee h heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said mortgage debt, and accrued interest thereon of Six (6) per cent, together with all costs and expenses incurred, including a fee twenty five dollars for preparing and furnishing the required bond and also the commissions stipulated in said note.

And the said Mortgagors for themselves, 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 an amount at least their insurable value, and to cause the policy to be affected thereon to be so framed or endorsed, as in case of fire to inure to the benefit of the said Mortgagee or his assigns, to the extent of his or their lien or claim hereunder.

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

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

Witness our hands and seals,

Thomas M. Jefferson (SEAL)

Test:

Susie B. Jefferson (SEAL)

Solomon T. Chairs

State of Maryland, Kent County, to wit:

I hereby certify, that on this 15th day of November in the year one thousand nine hundred and thirty before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared Thomas M. Jefferson and Susan B. Jefferson, his wife the within named mortgagors and each acknowledged the aforegoing Mortgage to be their respective act.

Solomon T. Chairs N. P.

Notary
Public
Seal.

State of Maryland, Kent County, to wit:

I hereby certify, that on this 15th day of November in the year one thousand nine hundred and thirty before the subscriber, a Notary Public of the State of Maryland in and for Kent County, State aforesaid, personally appeared John D. Urie Attorney for Thomas B. Gardner the within named mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth. And at the same time the said John D. Urie made oath in due form of law that he was duly authorized as the agent of said Thomas B. Gardner to make this affidavit.

Solomon T. Chairs, N. P.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the Twenty sixth day of January, in the year nineteen hundred and thirty two the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign the within mortgage and mortgage Note thereby secured to James W. Weller without recourse for the sum of $805.75.

Witness my hand and seal this 28th day of December A. D. 1931.

Test:
HERBERT E. PERKINS

John D. Urie, Administrator (SEAL)
ancillary, C. T. A. of Thomas B. Gardner.

Queen Anne's County, to wit: Be it remembered that on the Second day of February, in the year Nineteen Hundred and thirty seven, the following Assignment was filed for record, to wit:

I hereby assign the within and aforegoing Mortgage to Herbert E. Perkins, attorney, for collection.

As Witness my hand and seal this 28th day of August 1936.

Witness: Mary A. Pennington

James W. Weller (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. 12 folio 90 &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 Court for Queen Anne's County, this Second day of February A. D. 1937.

Seal's
Place.

Wm. H. Carter, Clerk

CERTIFIED COPY OF BOND
Filed February 15, 1937.

Queen Anne's County, to wit: Be it remembered that on the fifteenth day of February, in the year Nineteen Hundred and thirty-seven, the following Bond was filed for record, to wit:

Fidelity and Deposit Company of Maryland-Baltimore,

Know all men by these presents: That we, Herbert E. Perkins 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 just sum of One thousand and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, successors or assigns jointly and severally, firmly by these presents, Sealed with our seals and dated this 13th, day of February in the year of our Lord Nineteen hundred and thirty-seven.

Whereas, the above bounden Herbert E. Perkins by virtue of the power contained in a mortgage from Thomas M. Jefferson and wife to Thomas B. Gardner bearing date the 15th day of November 1930 and recorded among the mortgage records of Queen Anne's County in Liber B. H. T. No. 12, folio 90, and by mense assignments assigned to Herbert E. Perkins for collection, and he 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 Herbert E. Perkins, Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Herbert E. Perkins, Assignee 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 Agent, the day and year first herein above written.

Herbert E. Perkins (SEAL)

Signed, sealed and delivered
in the presence of

Mary A. Pennington

Fidelity and Deposit Company of
Maryland,

by Herbert E. Perkins
Atty-in-fact

Corporate
Seals
Place.
By Mary A. Pennington

On the back of the aforegoing Bond was thus endorsed to wit:
"Bond Approved.
Wm. H. Carter, Clerk
Filed 15th February, 1937.

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

I hereby certify , that the aforegoing is truly taken and copied from Liber W. H. C. No. 1 folio 32, A Bond Record Book for Queen Annes County.

Seal's
Place

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County this 15th day of February A. D., 1937.

William H. Carter, Clerk of
the Circuit Court for Queen Annes County.

STATEMENT OF MORTGAGE DEBT
Filed March 2, 1937.

Herbert E. Perkins, Assignee	:	In the Circuit Court for
	:	Queen Anne's, Maryland,
Vs.	:	In Equity,
Thomas M. Jefferson, et al	:	No.

STATEMENT OF MORTGAGE DEBT

Principal of Mortgage	$800.00
Int. to Feb. 15th., 1937	36.00
	$936.00

JAMES W. WELLER

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 24th. day of February, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared, James W. Weller, and made oath in due form of law, that the above Statement of Mortgage Debt is true and correct to the best of his knowledge and belief.

MARY A. PENNINGTON
Notary Public.

Notary
Public
Seal.

Filed March 2nd, 1937.

REPORT OF SALE
Filed March 4, 1937.

Herbert E. Perkins, Assignee	:	In the Circuit Court
	:	for Queen Anne's Co.
VS.	:	In Equity,
Thomas M. Jefferson, Susan B. Jefferson	:	No.

To the Honorable, the Judges of said Court:

The Report of Sale of Herbert E. Perkins, Assignee in the above entitled cause 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 giving notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record-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 Centreville, on the 2nd., day of March 1937, and then and there proceeded to sell said property in manner following, that is to say:-

The said Assignee offered to the highest bidder the property as described in said advertisement, which was,

All that lot and dwelling situated in the Village of Crumpton in Seventh Election District of Queen Anne's County, on the eastern side of Broad Street, adjoining the property of George I. Harrison, and fronting on said Broad Street 70 feet, and having a depth from said Broad Street of 200 feet.

And he sold the same to James W. Weller for the sum of One thousand ($1000.00) dollars, he being at that sum the highested bidder therefor, and the terms of said sale have been complied with.

Respectfully submitted,

HERBERT E. PERKINS
Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 3rd. day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Assignee, named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Mary A. Pennington
Notary Public.

Filed March 4th, 1937.

Notary
Public
Seal.

N I S I

Herbert E. Perkins, Assignee	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
Thomas J. Jefferson, Susan B. Jefferson	)	CHANCERY No. 3119.

ORDERED, This 4th. day of March A. D., 1937, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of April next.

The Report states the amount of sales to be $1000.00.

WILLIAM H. CARTER Clerk

Filed March 4th, 1937.

CERFICIATE OF PUBLICATION OF SALE
Filed May 15, 1937.

MORTGAGEE'S SALE

OF

HOUSE AND LOT

In Crumpton

Under and by virtue of the Power of Sale contained in a mortgage from Thomas M. Jefferson and Susan B. Jefferson, his wife to Thomas B. Gardner, dated 15th, November, 1930, and recorded in Liber B. H. T. No. 12 folio 90, a land record book for Queen Anne's County, and which mortgage by mesne assignments was assigned on 28th day of August, 1936, to Herbert E. Perkins, Attorney for collection and foreclosure, default having occurred under the terms of said mortgage, the said Herbert E. Perkins, Assignee, thereof will offer at public sale in front of the Court House Door, in Centreville, Maryland, on TUESDAY, MARCH 2, 1937 At 1:30 O'clock P. M.

All that lot and dwelling situated in the Village of Crumpton in Seventh Election District of Queen Anne's County, on the eastern side of Broad Street, adjoining the property of George I. Harrison, and fronting on said Broad Street 70 feet, and having a depth from said Broad Street of 200 feet.

Being the same lands and premises which were conveyed to said Thomas M. Jefferson by deed of Ethel Clements Vansant, et al. dated November 29th. 1913, and duly recorded in Liber W. F. W. No. 4 folio 398, etc.

Improved by large frame dwelling and outbuildings, with windmill for supplying water; and other improvements.

TERMS OF SALE

One-third of purchase money cash on day of sale and the balance of the purchase money in cash upon ratification of sale by the Circuit Court for Queen Anne's County deferred payment to bear interest from day of sale and purchaser to pay cost of title papers including Revenue Stamps.

HERBERT E. PERKINS,
Assignee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 15, 1937

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Mortgagee's Sale of House and lot in the case of Herbert E. Perkins Assignee, vs. Thomas M. Jefferson and Susan B. Jefferson, his wife, a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 4th day of February, 1937, being more than four weeks before the Second day of March, 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed May 15, 1937.

N I S I

HERBERT E. PERKINS, Assignee
vs.
THOMAS W. JEFFERSON
SUSAN B. JEFFERSON

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3119.

ORDERED, This 4th day of March A. D., 1937, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of April next.

The Report states the amount of sales to be $1000.00.

WILLIAM H. CARTER, Clerk.

True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed March 4th, 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 in the case of Herbert E. Perkins, Assignee vs. Thomas M. Jefferson, Susan B. Jefferson a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 11th day of March, 1937, being more than four weeks before the 12th day of May 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By EVELYN CONNOLLY

Filed May 15, 1937.

PETITION TO SUBSTITUTE PURCHASER
Filed June 7, 1937.

Herbert E. Perkins, Assignee	:	In the Circuit Court
Vs.	:	for Queen Anne's Co.
Thomas M. Jefferson, and Susan B. Jefferson, his wife	:	In Equity, No.

To the Honorable, the Judges of said Court:

The Petition of Herbert E. Perkins, Assignee, respectfully represents:-

1st. That your Petitioner as per Report of Sale filed 4th day of March, 1937, sold to James W. Weller for One thousand ($1000.00) dollars, the lot and dwelling in the Town of Crumpton, Maryland.

2nd. That one, George Albert Skinner has since become the purchaser.

Your Petitioner therefore prays that the said George Albert Skinner be substituted as purchaser in the place of the said James W. Weller.

As in duty bound, etc.,

HERBERT E. PERKINS
Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 1st. day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, and made oath in due form of law that the matters and things in the aforegoing petition are true and correct to the best of his knowledge and belief.

Notary
Public
Seal.

MARY A. PENNINGTON
Notary Public.

Filed June 7th, 1937.

We, the undersigned, hereby consent to the passage of the Order of Court substituting George Albert Skinner as purchaser in the place of James W. Weller.

GEORGE ALBERT SKINNER

JAMES W. WELLER

Filed June 7, 1937.

STATEMENT OF MARY L. GARDNER, ET AL.
Filed June 9, 1937.

May 22nd., 1937

It appearing that a part of the assets of the Estate of Thomas B. Garnder, deceased consisted of a mortgage of $800.00 given by Thomas M. Jefferson and Susan B. Jefferson, his wife, dated November 15th., 1930, and recorded in Liber B. H. T. No. 12, folio 90, on a dwelling and lot located in Crumpton, Queen Anne's County, Maryland, and that John D. Urie, as Administrator Ancillary, C. T. A. of the Estate of Thomas B. Gardner, deceased, in the Orphans' Court of Kent County, Maryland, on December 28th. 1931 assigned said mortgage to James W. Weller; and it also appearing on the books of said John D. Urie that he charged himself with the receipt of the sum of $800.00, being amount of said mortgage, we the undersigned, are satisfied that either the said John D. Urie in his lifetime accounted for said sum of money to Mary L. Gardner as Executrix and sole beneficiary of the estate of the said Thomas B. Gardner, deceased, or that same was properly accounted for in the account of Lillian B. Urie, Executrix of the Estate of John D. Urie, Administrator Ancillary, C. T. A. of the Estate of Thomas B. Gardner, filed and approved in the Orphans' Court for Kent County Maryland on December 19th., 1933.

MARY L. GARDNER
Executrix of Estate of Thomas B. Gardner, deceased

MARY L. GARDNER
Sole beneficiary under the will of Thomas B. Gardner, deceased

LILIAN B. URIE
Executrix of the Estate of John D. Urie, Administrator Ancillary, C. T. A. of Thomas G. Gardner, deceased

STATE OF NEW YORK

COUNTY OF SARATOGA TO WIT:-

I hereby certify that on this 2nd day of June, 1937, before me, the subscriber, a Notary Public of the State of New York and Saratoga Co. aforesaid, personally appeared Mary L. Gardner, and acknowledged the foregoing to be her act, as Executrix, and sole beneficiary, under the will of Thomas B. Gardner, deceased.

GRACE H. POWERS
Notary Public.

Notary Public Seal.

My Commission expires March 30, 1938.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 8th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland, and County of Kent aforesaid, personally appeared Lillian B. Urie, and acknowledged the foregoing to be her act, as Executrix of the Estate of John D. Urie, Administrator Ancillary, C. T. A. of Thomas B. Gardner, deceased

formerly Gladys Gustafson
GLADYS PLUMMER
Notary Public.

Notary Public Seal.

My commission expires May, 1939

ORDER OF COURT
Filed June 7, 1937.

ORDER OF COURT

On the aforegoing Petition and Affidavit, it is this 10th day of June, 1937, ordered by the Circuit Court for Queen Anne's County, in Equity, that George Albert Skinner be substituted in the place of James W. Weller, as purchaser of the property above described.

THOS. J. KEATING

Filed June 10, 1937.

ORDER OF COURT
Filed June 10, 1937.

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court for Queen Anne's Co., In Equity, this 10th day of June, 1937, that the sale made and reported by Herbert E. Perkins, 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 Herbert E. Perkins, Assignee, is allowed the usual commissions and such proper expenses as he shall produce vourchers for to the Auditor.

THOS. J. KEATING

Filed June 10, 1937.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed August 25, 1937.

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

Herbert E. Perkins, Assignee,	( )	
vs.	( )	Cause No. 3119.
Thomas M. Jefferson, et al.	( )	

To the Honorable, the Judges of said Court:

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

These proceedings were instituted and have been conducted for the collection of a mortgage debt by a sale under the mortgage of the mortgaged property and the sale did not produce enough to pay the cost of the proceeding and the mortgage debt.

In the within account the Auditor has charged Herbert E. Perkins, Esquire, the assignee of the mortgage and the party making the sale mentioned, with the gross proceeds of sale made by him and has thereout allowd as follows:
Unto the vendor his fees and commissions for making the sale according to the terms of the mortgage, the cost of advertising the notice of sale and the several orders nisi of the cause, taxes on the mortgaged property sold due and in arrears at the time of the sale and paid by the vendor, the cost of the bond of the vendor, the charges of his auctioneer at the sale and the fee of the Auditor.
Unto the said Herbert E. Perkins as assignee of the mortgage the balance of the amount charged to him less the allowances mentioned on account of the mortgage debt due on the day of the sale.

The Auditor has stated an additional account between the mortgagor and the assignee which shows the balance due the assignee of the mortgage as of the day of the sale and after the application to the debt due on that day of the net proceeds of the sale mentioned above, to wit: the amount awarded to said assignee above.

Which is respectfully submitted.

MADISON BROWN
Auditor.

August 25, 1937.

Cause No. 3119.

The proceeds of the sale of the mortgaged real estate of Thomas M. Jefferson, one of the mortgagors making the mortgage under which the sale of this cause was made and who owned the property mortgaged when the mortgage was made, IN ACCOUNT WITH Herbert E. Perkins, assignee of said mortgage and as such the party making the sale of this cause.

1937	CR.		
Mar. 2.	By amount of the gross sale of said mortgaged property per the report of sale filed by the vendor, to wit: the sum of		$1,000.00
" "	DR.		
	To Herbert E. Perkins, the party making the sale, for his compensation for so doing as follows, to wit:		
	the attorney's fee provided for by the mortgage, of	$30.00	
	the commissions provided for by the mortgage of (7 per cent.) or the	70.00	
	fee for preparing the vendor's bond per terms of the mortgage of	25.00	
	total of	$125.00	$ 125.00
	To do., for the court costs of this cause as set out in the bill of costs made by the Clerk as follows:		
	Cost of W. H. Carter, clerk	$ 18.75	
	Appear. fee of H.E. Perkins	10.00	28.75
	To do., for the cost of advertising in county paper notice of the sale made per statement of said costs exhibited, the sum of		31.50
	To do., for cost of advertising the order nisi on the sale	$ 5.00	
	order nisi on this audit	3.50	8.50
	To do., for amount paid to Collector of Taxes of Queen Anne's County for state and county taxes on mortgage property for year 1936, due and in arrears at time of sale, per tax statement recipted, exhibited, to wit:		34.67
	To do., for the cost of his bond due or paid to the corporate surety thereon, the sum of . . .		10.00
	To amounts carried forward		$ 238.42 $1,000.00

Cause No. 3119.

The proceeds of the sale of the mortgaged real estate of Thomas M. Jefferson, one of the mortgagors making the mortgage under which the sale of this cause was made and who owned the property mortgaged when the mortgage was made, IN ACCOUNT WITH Herbert E. Perkins, assignee of said mortgage and as such the party making the sale of this cause.

	DR.	CR.
By amounts brought forward	$ 238.42	$1,000.00
DR.		
To Herbert E. Perkins, the party making the sale, for the charges of his auctioneer who cried for him the sale made, the sum of	10.00	
To Madison Brown, auditor, for stating this account, the sum of	9.00	
	$257.42	
To Herbert E. Perkins, assignee of said mortgage, this balance on account of the amount due on day of sale as the debt of said mortgage, to wit: . .	742.58	
	$1,000.00	$1,000.00

August 25, 1937.

MADISON BROWN
Auditor.

STATEMENT OF MORTGAGE DEBT.

Thomas M. Jefferson, mortgagor making the mortgage of this cause,
to
Herbert E. Perkins as assignee, DR.

1937 Feb. 15	DR.	To amount of the principal debt due under said mortgage on this date, ...	$800.00
		To amount of interest due thereon on this date, ...	26.00
		TOTAL due (per mortgage statement filed) on this date . . .	$826.00
		To interest on $800.00 from Feb. 15 to Mar. 2, 1937	2.28
			$828.28
1937 Mar. 2	CR.	By net proceeds of sale from above	742.58
" "	DR.	To balance due as of this date	$ 85.70

August 25, 1937.

MADISON BROWN
Auditor.

Filed August 25th, 1937.

NISI RATIFICATION OF AUDIT

Herbert E. Perkins, Assignee	) IN THE CIRCUIT COURT
VS.	) FOR QUEEN ANNE'S COUNTY
Thomas M. Jefferson, et al.	) IN EQUITY
	) CASE NO. 3119.

ORDERED, This 25th day of August 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 17th day of September, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of September, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed August 25, 1937.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed October 21, 1937.

NISI RATIFICATION OF AUDIT

HERBERT E. PERKINS, Assignee
vs.
THOMAS JEFFERSON, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3119.

ORDERED, This 25th day of August, 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 17th day of September, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of September, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed August 25, 1937.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. October 21st, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Herbert E. Perkins Assignee vs. Thomas M. Jefferson, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 26th day of August, 1937, being more than two weeks before the 10th day of September, 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 21, 1937.

Clerk's Certificate

Herbert E. Perkins,
Assignee

vs.

Thomas M. Jefferson

In the Circuit Court

for

Queen Anne's County,

in Equity,

Chy. No. 3119.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 25th day of August, 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 21st of October, 1937.

Seal's
Place.

WILLIAM H. CARTER Clerk

ORDER OF COURT
Filed Oct. 21, 1937.

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

Herbert E. Perkins, Assignee,	)	
vs.	)	Cause 3119.
Thomas M. Jefferson, et al.	)	

It is on this 21st day of October, 1937, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, ordered that the within and aforegoing Report and Account of Madison Brown, Auditor of the 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, and it is further ordered that Herbert E. Perkins, the party making the sale mentioned and described in said Report and Account, be and he is hereby authorized, empowered and directed to diburse the proceeds of sale in accordance with said Report and Account, with a due proportion of interest received and to be received on the credit sales of the cause to his commissions and to the claim of the said Herbert E. Perkins, as assignee under a mortgage described in this cause and audit.

THOS. J. KEATING.

Filed Oct. 21st, 1937.

CAUSE NO. 3106.

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

GEORGIE N. BOYER, Assignee of Mortgage, vs. WILLIAM J. RADA and SARAH T. RADA, 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 William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, bearing date the 14the day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage among others was assigned unto the said Georgie N. Boyer to the extent of a one-sixth interest therein by the said H. B. W. Mitchell, Trustee as aforesaid, by deed of assignment bearing date the 23rd day of August, 1935, and recorded in Liber W. H. C. No. 2-A, folios 128, etc., another land record book for Queen Anne's County aforesaid.

In addition to a certified copy of said deed of assignment from the said H. B. W. Mitchell, Trustee as aforesaid, to the said Georgie N. Boyer, which you will also please file in said cause along with the certified copy of said mortgage, please file certified copies of the following described deeds of assignment of the other five-sixths interests in said mortgage, to wit:

1. The deed of assignment from the said H. B. W. Mitchell, Trustee as aforesaid, to Allan Cleaveland, administrator d. b. n. of Jeannie Mathews Banks, deceased, bearing date the 31st day of October, 1935, and recorded in said Liber W. H. C. No. 2-A, folios 123, etc., a land record book for Queen Anne's County as aforesaid.

2. The deed of assignment from the said H. B. W. Mitchell, Trustee as aforesaid, to Edward L. Mathews, bearing date the 10th day of September, 1935, and recorded in Liber W. H. C. No. 2-A, folios 124, etc., a land record book for Queen Anne's County as aforesaid.

3. The deed of assignment from the said H. B. W. Mitchell, Trustee as aforesaid, to Elizabeth Mathews Stewart, bearing date the 10th day of September, 1935, and recorded in Liber W. H. C. No. 2-A, folios 125, etc., a land record book for Queen Anne's County as aforesaid.

4. The deed of assignment from the said H. B. W. Mitchell, Trustee as aforesaid, to William R. Horney, administrator of James E. Mathews, deceased, bearing date the 10th day of October, 1935, and recorded in Liber W. H. C. No. 2-A, folios 126, etc., a land record book for Queen Anne's County as aforesaid.

5. The deed of assignment from the said H. B. W. Mitchell, Trustee as aforesaid, to Jeanette M. Carter, bearing date the 23rd day of August, 1935, and recorded in Liber W. H. C. No. 2-A, folios 127, etc., a land record book for Queen Anne's County as aforesaid.

This suit to be docketed as aforesaid, is for the foreclosure of the above described mortgage under the power of sale contained therein by one of the assignees of 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 and for other reasons as will hereafter appear.

And as in duty bound, etc.,

GEORGIE N. BOYER
Assignee of Mortgage.

HARPER & HORNEY
Solicitors for Assignee.

Filed Nov. 3rd, 1936.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 3, 1936.

::
#13,557. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on the 14th. day of March, in the year nineteen hundred and twenty-nine, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this fourteenth day of March, in the year nineteen hundred and twenty nine, by William J. Rada and Sarah T. Rada, his wife, of Baltimore City, State of Maryland, but at this time being in Queen Anne's County, in said State.

WHEREAS, said William J. Rada and Sarah T. Rada, his wife, are jointly and severally indebted unto H. B. W. Mitchell, of Queen Anne's County, State of Maryland, Trustee under the second item of the will of Sarah E. Boyer, deceased, in the full and just sum of twenty four hundred dollars ($2,400.00) for money this day loaned and advanced unto the said William J. Rada and Sarah T. Rada, his wife, for the purpose of completing the payment of the purchase money for the land and premises hereinafter described, which said sum of twenty four hundred dollars ($2,400.00) has been applied by said William J. Rada and Sarah T. Rada to the completion of the payment of said purchase money for said land and premises, being the land and premises conveyed unto said William J. Rada and Sarah T. Rada, his wife, by deed of even date herewith from Raymond F. Horney and Margaret M. Horney, his wife, and to be recorded among the land record books for Queen Anne's County immediately preceding the recording of this mortgage, and which said sum of twenty four hundred dollars ($2,400.00) is to be due and payable and is to be repaid at the expiration of three 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, 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 twenty four hundred dollars ($2,400.00) the said William J. Rada and Sarah T. Rada, his wife, do hereby grant and convey unto said H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, all that tract, part of a tract, lot and parcel of land, situate, lying and being in The Fifth Election District of Queen Anne's County, State of Maryland, in or near the village of Grasonville on both sides of the Baltimore and Estern Railway, the largest part thereof being on the south side of the railway, bounded on the north by the road leading from said village of Grasonville to Winchester Creek, on the East by the property of Walter M. Eaton, on the south by the property of James K. Sewell, Luther Jewell, W. W. Johnson, C. T. Solloway, W. W. Jewell, Edward Reese, Max Hecker and Emma Evans, and on the west by the property of James Bryan, containing twenty acres of land, more or less, and being the same land that was conveyed unto William J. Rada and Sarah T. Rada, his wife, by Raymond F. Horney and Margaret M. Horney, 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 all rights, roads, ways, waters, privileges and advantages, thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

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

PROVIDED, that if the said William J. Rada and Sarah T. Rada, his wife, or either of them, their or either of their heirs, executors, administrators or assigns shall well and truly pay to the said H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, his successors, or assigns the aforesaid sum of twenty four hundred dollars ($2,400.00) and the interes 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 J. Rada and Sarah T. Rada, his wife, their heirs and assigns shall possess said property.

AND the said William J. Rada and Sarah T. Rada, 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 attorny's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least two thousand dollars in some Company or Companies approved by the said H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, his successors or assigns, and to have the said policy or policies so framed orendorsed, 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 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 H. B. W. Mitchell, Trustee under the

second item of the will of Sarah E. Boyer, deceased, his successors or assigns, or H. B. W. Mitchell their hereby duy constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to William J. Rada and Sarah T. Rada or wheoever 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 H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, his successors or assigns, or H. B. W. Mitchell their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender ofsaid mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William J. Rada and Sarah T. Rada, 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.

Witness: WILLIAM J. RADA (SEAL)

VERNA MEARS SARAH T. RADA (SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that on this 14th day of March, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William J. Rada and Sarah T. Rada, his wife, and did each acknowledge the within and aforegoing mortgage to be their respective act and deed, and at the same time also personally appeared before me H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, and made oath that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth.

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

VERNA MEARS
Notary Public.

Notary
Public
Seal.

For assignment to Allan Cleaveland, administrator, see Deed of Assignment recorded in Liber W. H. C. No. 2A, folio 122, a Land Record Book for Queen Anne's County.

For assignment to Edward L. Mathews, see Deed of assignment recorded in Liber W. H. C. No. 2A, folio 124, a Land Record Book for Queen Anne's County.

For assignment to Elizabeth Mathews Steuart, see Deed of assginment recorded in Liber W. H. C. No. 2A, folio 125, a Land Record Book for Queen Anne's County.

For Assignment to William R. Horney, administrator, see Deed of Assignment recorded in Liber W. H. C. No. 2A, folio 126, a Land Record Book for Queen Anne's County.

For assignment to Jeanette M. Carter, see Deed of assignment recorded in Liber W. H. C. No. 2A, folio 127, a Land Record Book for Queen Anne's County.

For assignment to Georgie N. Boyer, see Deed of assignment recorded in Liber W. H. C. No. 2A, folio 128, a Land Record Book for Queen Anne's County.

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, folios 296, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Third day of November, in the year nineteen hundred and thirty-six.

Seal's Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF DEED OF ASSIGNMENT
Filed Nov. 3, 1936.

::::::::::::::::::::::::::::::::::::::
#17,337. QUEEN ANNE'S COUNTY, TOWIT:
Be it remembered that on the Seventh day of November, in the year nineteen hundred and thirty five, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this 31st day of October, 1935, by H. B. W. Mitchell, of Queen Anne's Count, State of Maryland, Trustee in the cause in the Circuit Court for Queen Anne s County in Equity entitled "In the Matter of the Trust created by the Second Item of the will of Sarah E. Boyer, deceased", being Cause No. 1978 on the Chancery Docket of said Court;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1), the receipt of which is hereby acknowledged, and pursuant to the order of said Court passed on the 12th day of August, 1935, ratifying the audit filed in said cause on the 11th day of June, 1935, the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto Allan Cleaveland, of Baltimore City, State of Maryland, Administrator d. b. n. of Jeannie Mathews Banks, deceased, an undivided one-sixth interest of, in and to the four following described mortgaged, that is to say:

(1) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Allan Cleaveland, Administrator as aforesaid, the mortgage (for the sum of $500.00) from Katie Kimbles Wallace to H. B. W. Mitchell, Trustee, bearing date the 1st day ofOctober, 1925, and recorded in Liber B. H. T. No. 4, folios 170, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Eighty Three Dollars and Thirty Four Cents ($83.34), being a one-sixth part thereof, with interest from the 25th day of January, 1935;

(2) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assigns unto the said Allan Cleaveland, Administrator as aforesaid, the mortgage (for the sum of $850.00) from Charles M. Bright and Elizabeth S. Bright, his wife, and Clarence Soper, to H. B. W. Mitchell, Trustee, bearing date the 4th day of February, 1929, and recorded in Liber B. H. T. No. 9, folios 246, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Forty One Dollars and Sixty Seven Cents ($141.67), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(3) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Allan Cleaveland, Administrator as aforesaid, the mortgage (for the sum of $600.00) from Marie E. Meyers and Herman W. Meyers, her husband, to H. B. W. Mitchell, Trustee, bearing date the 2nd day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 392, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Dollars ($100.00), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(4) And the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assigns unto the said Allan Cleaveland, Administrator as aforesaid, the mortgage (for the sum of $2,400.00) from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Four Hundred Dollars ($400.00), with interest from the said 25th day of January, 1935;

AND the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Allan Cleaveland, Administrator as aforesaid, an undivided one-sixth interest and estate of, in and to the property described in each of the aforesaid four mortgages, and of, in and to the mortgage debts intended to be secured thereby.

WITNESS the hand and seal of the said Assignor, the day and year first above written:

H. B. W. MITCHELL (SEAL)
Trustee in the Matter of the Trust created by the Second Item of the will of Sarah E. Boyer, deceased.

TEST:

HILDA T. SEWARD

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

I HEREBY CERTIDY that on this 31st day of October, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. B. W. Mitchell, Trustee as aforesaid, and acknowledged the aforegoing DEED OF ASSIGNMENT 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:

HILDA T. SEWARD
Notary Public.

Notary
Public
Seal.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 2A, folios 122, etc., a Land Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this third day of November, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF DEED OF ASSIGNMENT
Filed Nov. 3, 1936.

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#17,338. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventh day of November, in the year nineteen hundred and thirty five, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this tenth day of September, 1935, by H. B. W. Mitchell, of Queen Anne's County, State of Maryland, Trustee in the cause in the Circuit Court for Queen Anne's County in Equity entitled "In the Matter of the Trust created by the Second Item of the will of Sarah E. Boyer, deceased", being Cause No. 1978 on the Chancery Docket of said Court;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1), the receipt of which is hereby acknowledged, and pursuant to the order of said Court passed on the 12th day of August, 1935, ratifying the audit filed in said cause on the 11th day of June, 1935, the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto Edward L. Mathews, of Westchester County, State of New York, an undivided one-sixth interest of, in and to the four following described mortgages, that is to say:

(1) The said H. B. W. Mitchell, Trustee as aforesaid does hereby grant, transfer and assign unto the said Edward L. Mathews, the mortgage (for the sum of $500.00) from Katie Kimbles Wallace to H. B. W. Mitchell, Trustee, bearing date the 1st day of October 1925, and recorded in Liber B. H. T. No. 4, folios 170, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Eighty Three Dollars and Thirty Four Cents ($83.34), being a one-sixth part thereof, with interest from the 25th day of January, 1935;

(2) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Edward L. Mathews, the mortgage (for the balance due of $850.00) from Charles M. Bright and Elizabeth S. Bright, his wife, and Clarence Coper, to H. B. W. Mitchell, Trustee, bearing date the 4th day of February, 1929, and recorded in Liber B. H. T. No. 9, folios 246, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Forty One Dollars and Sixty Seven Cents ($141.67), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(3) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Edward L. Mathews, the mortgage (for the sum of $600.00) from Marie E. Myers and Herman W. Meyers, her husband, to H. B. W. Mitchell, Trustee, bearing date the 2nd day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 392, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Dollars ($100.00), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(4) And the said H. B. W. Mitchell, Trustee as aforesaid, does hereby gran_, transfer and assign unto the said Edward L. Mathews, the mortgage (for the sum of $2,400.00) from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee, bearing date the 14th day of March, 1929, and tecorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Four Hundred Dollars ($400.00), with interest from the said 25th day of January, 1935;

AND the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Edward L. Mathews an undivided one-sixth interest and estate of, in and to the property described in each of the aforesaid four mortgages, and of, in and to the mortgage debts intended to be secured thereby.

WITNESS the hand and seal of the said Assignor, the day and year first above written.

H. B. W. MITCHELL (SEAL)
Trustee in the Matter of the Trust
created by the Second Item of the
will of Sarah E. Boyer, deceased.

TEST:

HILDA T. SEWARD

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

I HEREBY CERTIFY that on this tenth day of September, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. B. W. Mitchell, Trustee as aforesaid, and acknowledged the aforegoing DEED OF ASSIGNMENT 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:

HILDA T. SEWARD
Notary Public.

Notary
Public
Seal.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 2A, folio 124, 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 third day of November, in the year nineteen hundred and thirty six.

Seal's
Place

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF DEED OF ASSIGNMENT
Filed Nov. 3, 1936.

!!

#17,339. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventh day of November, in the year nineteen hundred and thirty five, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this tenth day of September, 1935, by H. B. W. Mitchell, of Queen Anne's County, State of Maryland, Trustee in the cause in the Circuit Court for Queen Anne's County in Equity entitled "In the Matter of the Trust created by the Second Item of the will of Sarah E. Boyer, deceased", being Cause No. 1978 on the Chancery Docket of said Court;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1), the receipt of which is hereby acknowledged, and pursuant to the order of said court passed on the 12th day of August, 1935, ratifying the audit filed in said cause on the 11th day of June, 1935, the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto Elizabeth Mathews Steuart, of Baltimore City, State of Maryland, an undivided one-sixth interest of, in and to the four following described mortgages, that is to say:

(1) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Elizabeth Mathews Steuart, the mortgage (for the sum of $500.00) from Katie Kimbles Wallace to H. B. W. Mitchell, Trustee, bearing date the 1st day of October, 1925, and recorded in Liber B. H. T. No. 4, folios 170, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Eighty Three Dollars and Thirty Three Cents ($83.33), being a one-sixth part thereof, with interest from the 25th day of January, 1935;

(2) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Elizabeth Mathews Steuart, the mortgage (for the balance due of $850.00) from Charles M. Bright and Elizabeth S. Bright, his wife, and Clarence Soper, to H. B. W. Mitchell, Trustee, bearing date the 4th day of February, 1929, and recorded in Liber B. H. T. No. 9, folios 246, etc., a land record book for Queen Anne's County aforesaid, forthe amount and to the extent of One Hundred Forty One Dollars and Sixty Seven Cents ($141.67), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(3) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Elizabeth Mathews Steuart, the mortgage (for the sum of $600.00) from Marie E. Meyers and Herman W. Meyers, her husband, to H. B. W. Mitchell, Trustee, bearing date the 2nd day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 392, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Dollars ($100.00), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(4) And the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Elizabeth Mathews Steuart, the mortgage (for the sum of $2,400.00) from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Four Hundred dollars ($400.00), with interest from the said 25th day of January, 1935;

AND the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Elizabeth Mathews Steuart an undivided one-sixth interest and estate of, in and to the property described ineach of the aforesaid four mortgages, and of, in and to the mortgage debts intended to be secured thereby.

WITNESS the hand and seal of the said Assignor, the day and year first above written.

H. B. W. MITCHELL (SEAL)
Turstee in the Matter of the Trust
created by the Second Item of the wil;
of Sarah E. Boyer, deceased.

TEST:

HILDA T. SEWARD

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

I HEREBY CERTIFY that on this tenth day of September, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. B. W. Mitchell, Trustee as aforesaid, and acknowledged the aforegoing DEED OF ASSIGNMENT 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 aforegoing is truly taken and copied from Liber W. H.C. No. 2A, folios 125, etc., a Land Record Book for Queen

Anne's County.

Seal's Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this third day of November, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF DEED OF ASSIGNMENT
Filed Nov. 3, 1936.

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#17,340. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventh day of November, in the year nineteen hundred and thirty five, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this 10th day of October, 1935, by H. B. W. Mitchell, of Queen Anne's County, State of Maryland, Trustee in the cause in the Circuit Court for Queen Anne's County in Equity entitled "In the Matter of the Trust created by the Second Item of the will of Sarah E. Boyer, deceased", being Cause No. 1978 on the Chancery Docket of said Court;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1), the receipt of which is hereby acknowledged, and pursuant to the order of said Court passed on the 12th day of August, 1935, ratifying the audit filed in said cause on the 11th day of June, 1935, the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto William R. Horney, of Queen Anne's County, Administrator of James E. Mathews, deceased, an undivided one-sixth interest of, in and to the four following described mortgages, that is to say:

(1) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said William R. Horney, Administrator as aforesaid, the mortgage (for the sum of $500.00) from Katie Kimbles Wallace to H. B. W. Mitchell, Trustee, bearing date the 1st day of October, 1925, and recorded in Liber B. H. T. No. 4, folios 170, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Eighty Three Dollars and Thirty Three ($83.33), being a one-sixth part thereof, with interest from the 25th day of January, 1935;

(2) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said William R. Horney, Administrator as aforesaid, the mortgage (for the sum of $850.00) from Charles M. Bright and Elizabeth S. Bright, his wife, and Clarence Soper, to H. B. W. Mitchell, Trustee, bearing date the 4th day of February, 1929, and recorded in Liber B. H. T. No. 9, folios 246, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Forty One Dollars and Sixty Six Cents ($141.66), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(3) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said William R. Horney, Administrator as aforesaid, the mortgage (for the sum of $600.00) from Marie E. Meyers and Herman W. Meyers, her husband, to H. B. W. Mitchell, Trustee, bearing date the 2nd day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 392, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Dollars ($100.00), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(4) And the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said William R. Horney, Administrator as aforesaid, the mortgage (for the sum of $2,400.00) from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Four Hundred Dollars ($400.00), with interest from the said 25th day of January, 1935;

AND the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said William R. Horney, Administrator as aforesaid, an undivided one-sixth interest and estate of, in and to the property described in each of the aforesaid four mortgages, and of, in and to the mortgage debts intended to be secured thereby.

WITNESS the hand and seal of the said Assignor, the day and year first above written:

H. B. W. MITCHELL (SEAL)
Trustee in the Matter of the Trust
created by the Second Item of the
Will of Sarah E. Boyer, deceased.

TEST:

HILDA T. SEWARD

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

I HEREBY CERTIFY that on this 10th day of October, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. B. W. Mitchell, Trustee as aforesaid, and acknowledged the aforegoing DEED OF ASSIGNMENT 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:

HILDA T. SEWARD
Notary Public.

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 2A, folios 126, etc., a land record book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 3rd. day of November, in the year nineteen hundred and thirty six.

Seal's
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF DEED OF
ASSIGNMENT
Filed Nov. 3, 1937.

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#17,341. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the Seventh day of November, in the year nineteen hundred and thirty-five, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this 23rd day of August, 1935, by H. B. W. Mitchell, of Queen Anne's County, State of Maryland, Trustee in the cause in the Circuit Court for Queen Anne's County in Equity entitled "In the Matter of the Trust created by the second Item of the will of Sarah E. Boyer, deceased", being Cause No. 1978 on the Chancery Docket of said Court;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1), the receipt of which is hereby acknowledged, and pursuant to the order of said Court passed on the 12th day of August, 1935, ratifying the audit filed in said cause on the 11th day of June, 1935, the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto Jeanette M. Carter, of Baltimore City, State of Maryland, an undivided one-sixth interest of, in and to the four following described mortgages, that is to say:

(1) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby trant, transfer and assign unto the said Jeanette M. Carter, the mortgage (for the sum of $500.00) from Katie Kimbles Wallace to H. B. W. Mitchell, Trustee, bearing date the 1st day of October, 1925, and recorded in Liber B. H. T. No. 4, folios 170, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Eighty Three Dollars and Thirty Three Cents ($83.33), being a one-sixth part thereof, with interest from the 25th day of January, 1935;

(2) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Jeannette M. Carter, the mortgage (for the balance due of $850.00) from Charles M. Bright and Elizabeth S. Bright, his wife, and Clarence Soper, to H. B. W. Mitchell, Trustee, bearing date the 4th day of February, 1929, and recorded in Liber B. H. T. No. 9, folios 246, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Forty One Dollars and Sixty Six Cents ($141.66), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(3) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Jeannette M. Carter,

the mortgage (for the sum of $600.00) from Marie E. Meyers and Herman W. Meyers her husband, to H. B. W. Mitchell, Trustee, bearing date the 2nd day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 392, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Dollars ($100.00), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(4) And the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Jeannette M. Carter, the mortgage (for the sum of $2,400.00) from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Four Hundred Dollars ($400.00), with interest from the said 25th day of January, 1935;

AND the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Jeannette M. Carter an undivided one-sixth interest and estate of, in and to the property described in each of the aforesaid four mortgages, and of, in and to the mortgage debts intended to be secured thereby.

WITNESS the hand and seal of said said Assignor, the day and year first above written.

TEST:

HILDA T. SEWARD

H. B. W. MITCHELL (SEAL)
Trustee in the Matter of he Trust created by the Second Item of the will of Sarah E. Boyer, deceased.

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

I HEREBY CERTIFY that on this 23rd day of August, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. B. W. Mitchell, Trustee as aforesaid, and acknowledged the aforegoing DEED OF ASSIGNMENT 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:

HILDA T. SEWARD
Notary Public.

Notary
Public
Seal

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 2A, folios 127, etc., a Land Record Book for Queen Anne's County.

Seal's
Place

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this third day of November, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF DEED OF ASSIGNMENT
Filed Nov. 3, 1936.

::

#17,342. QUEEN ANNE'S COUNTY,
TO WIT: Be it remembered that on the Seventh day of November, in the year nineteen hundred and thirty-five, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this 23rd day of August, 1935, by H. B. W. Mitchell, of Queen Anne's County, State of Maryland, Trustee in the cause in the Circuit Court for Queen Anne's

County in Equity entitled"In the Matter of the Trust Created by the Second Item of the will of Sarah E. Boyer, deceased", being Cause No. 1978 on the Chancery Docket of said Court;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1), the receipt of which is hereby acknowledged, and pursuant to the order of said Court passed on the 12th day of August, 1935, ratifying the audit filed in said cause on the 11th day of June, 1935, the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto Georgie N. Boyer, of Queen Anne's County aforesaid, and undivided one-sixth interest of, in and to the four following described mortgages, that is to say:

(1) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Georgie N. Boyer, the mortgage (for the sum of $500.00) from Katie Kimbles Wallace to H. B. W. Mitchell, Trustee, bearing date the 1st day of October, 1925, and recorded in Liber B. H. T. No. 4, folios 170, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Eighty Three Dollars and Thirty Three Cents ($83.33), being a one-sixth part thereof, with interest from the 25th day of January, 1935;

(2) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Georgie N. Boyer, the mortgage (for the balance due of $850.00) from Charles M. Bright and Elizabeth S. Bright , his wife, and Clarence Soper, to H. B. W. Mitchell, Trustee, bearing date the 4th day of February, 1929, and recorded in Liber B. H. T. No. 9, folios 246, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Forty One Dollars and Sixty Six Cents ($141.66), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(3) The said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Georgie N. Boyer, the mortgage (for the sum of $600.00) from Marie E. Meyers and Herman W. Meyers, her husband, to H. B. W. Mitchell, Trustee, bearing date the 2nd day of May, 1929, and recorded in Liber B. H. T. No. 9, folios 392, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of One Hundred Dollars ($100.00), being a one-sixth part thereof, with interest from the said 25th day of January, 1935;

(4) And the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Georgie N. Boyer, the mortgage (for the sum of $2,400.00) from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County aforesaid, for the amount and to the extent of Four Hundred Dollars ($400.00), with interest from the said 25th day ofJanuary, 1935;

AND the said H. B. W. Mitchell, Trustee as aforesaid, does hereby grant, transfer and assign unto the said Georgie N. Boyer an undivided one-sixth interest and estate of, in and to the property described in each of the aforesaid four mortgages, and of, in and to the mortgage debts intended to be secured thereby.

WITNESS the hand and seal of the said Assignor, the day and year first above written:

H. B. W. MITCHELL (SEAL)
Trustee in the Matter of the Trust created by the Second Item of the will of Sarah E. Boyer, deceased.

TEST:

HILDA T. SEWARD

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

I HEREBY CERTIFY that on this 23rd day of August, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. B. W. Mitchell, Trustee as aforesaid, and acknowledged the aforegoing DEED OF ASSIGNMENT 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:

HILDA T. SEWARD
Notary Public.

Notary
Public
Seal.

State of Maryland,
Queen Anne's County,

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 2A, folios 128, 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 third day of November, in the year nineteen hundred and thirty six.

Seal's Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND
Filed Nov. 30, 1936.

Queen Anne's County, to wit: Be it remembered that on the 30th day of November in the year 1936, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, Georgie N. Boyer, 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 one, we bind ourselves and each of us, our and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally,firmly by these presents, sealed with our seals, and dated this 30th day of November, 1936;

WHEREAS, a certain mortgage from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County aforesaid, has been, by several deeds of assignment, duly assigned unto the said Georgie N. Boyer and others, which said deeds of assignment are recorded among the land record books of Queen Anne's County aforesaid;

AND WHEREAS, the above bounden Georgie N. Boyer, as one of the assignees 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 Georgie N. Boyer 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.

GEORGIE N. BOYER (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY,

SIGNED, sealed and delivered in the presence of:

by WILLIAM R. HORNEY
Its Attorney-in-Fact.

HILDA T. SEWARD

Corp. Seal's Place.

And on the front of the aforegoing Bond was thus endorsed, to wit: Bond Filed with Security approved November 30th. 1936.

WILLIAM H. CARTER Clerk

State of Maryland,

Queen Anne's County, to wit;

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 25, etc., a Land Record Book for Queen Anne's County.

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

WILLIAM H. CARTER Clerk

Seal's
Place.

REPORT OF SALE
Filed Dec. 5, 1936.

GEORGIE N. BOYER, Assignee ofMortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
WILLIAM J. RADA and SARAH T. RADA, his wife, Mortgagors.	)	Cause No. 3106.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Georgie N. Boyer, one of the Assignees of the Mortgage from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was assigned by the said H. B. W. Mitchell, Trustee as aforesaid, unto the said Georgie N. Boyer to the extent of a one-sixth interest therein by deed of assignment bearing date the 23rd day of August, 1935, and recorded in Liber W. H. C. No. 2-A, folios 128, etc., a land record book for Queen Anne's County aforesaid.

2. That said mortgage was assigned by the said H. B. W. Mitchell, Trustee as aforesaid, unto the following named persons to the extent of a one-sixth interest each therein by the deeds of assignment hereinafter mentioned, that is to say:

A. To Allan Cleaveland, administrator d. b. n. of Jeannie Mathews Banks, deceased, by deed of assignment bearing date the 31st day of October, 1935, and recorded in said Liber W. H. C. No. 2-A, folios 123, etc.

B. To Edward L. Mathews, by deed of assignment bearing date the 10th day of September, 1935, and recorded in said Liber W. H. C. No. 2-A, folios 124, etc.

C. To Elizabeth Mathews Stewart, by deed of assignment bearing date the 10th day of September, 1935, and recorded in said Liber W. H. C. No. 2-A, folios 125, etc.

D. To William R. Horney, administrator of James E. Mathews, deceased, by deed of assignment bearing date the 10th day of October, 1935, and recorded in said Liber W. H. C. No. 2-A, folios 126, etc.

E. To Jeannette M. Carter, by deed of assignment bearing date the 23rd day of August, 1935, and recorded in said Liber W. H. C. No. 2-A, folios 127, etc.

3. 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 as well as the non-payment of certain state and county taxes due and in arrear and the non-payment of certain premiums on the fire insurance policy covering the buildings on said mortgaged property.

4. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee did, pursuant to said notice, attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the 1st day of December, 1936, beginning at the hour of 2 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceed to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described according to a certificate of survey and plat thereof made by William T. Henry, Surveyor, on the 11th day of July, 1936, as follows, to wit:

ALL those two lots or parcels of land comprising one tract of land or farm situate, lying and being at or near Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, on both sides of the 16-foot road leading from the Queenstown-Kent

Island state road to Winchester Creek, on both sides of the Baltimore & Eastern Railway Company and on Winchester Creek, and more particularly described by metes and bounds, courses and distances, to wit:

PARCEL NUMBER ONE: Beginning at a stone on the southeast corner and running thence North 27° West, 34.2 perches to the right-of-way of the Baltimore & Eastern Railway Company; thence with same South 74° West, 79 perches to Winchester Creek; thence South 24° West, 11.4 perches; thence South 1¼° West, 21 perches; thence South 10° East, 1.8 perches; thence North 79½° East, 75.4 perches; thence North 9° West, 14.4 perches; thence North 56° East, 62 perches to a 16-foot road; thence with same South 38° East, 19.4 perches to a point opposite a large tree at the west side of said road; and thence North 40½° East, 11.6 perches to the said place of beginning, containing 19.29 acres of land, more or less.

PARCEL NUMBER TWO: Beginning at a stone near the crossing on the north side of the right-of-way of said Baltimore & Eastern Railway Company and running thence South 80½° West, 60 perches to said Winchester Creek; thence South, 6.8 perches to said right-of-way of said railway company; and thence with the same North 74° East, 63 perches to the said place of beginning, containing 1.33 acres of land, more or less.

And said Assignee sold the above described property to H. B. W. Mitchell, of Queen Anne's County aforesaid, for the sum of Eleven Hundred and Ten Dollars ($1,110.00), he being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court.

(b) That all taxes now due and in arrear would be paid by the Assignee; and that the taxes for the year 1936 would be payable by the purchaser.

(c) That the premium on the fire insurance policy on the buildings would be adjusted as of the day of sale.

(d) And that the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser would be payable by the purchaser.

5. That the said purchaser has complied with the terms of sale by payment the full purchase money on the day of sale into the hands of said Assignee.

Respectfully submitted,

GEORGIE N. BOYER
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 5th day of December, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Georgie N. Boyer, one of the Assignees of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of her knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER
Clerk

Filed December 5th, 1936.

CERTIFICATE OF PUBLICATION OF SALE
Filed December 5, 1936.

ASSIGNEE'S SALE
of a valuable

SMALL FARM

Default having occurred in the terms of the mortgage from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, bearing date the 14th day of March, 1929, and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County, Maryland, which said mortgage has been, by several deeds of assignment duly execute and recorded, assigned unto Georgie N. Boyer and others, the undersigned, one of the assignees 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, DECEMBER 1, 1936 beginning at the hour of 2 o'clock P. M., the property conveyed by said mortgage, to wit:

ALL that tract, part of a tract, lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, in or near the village of Grasonville, on both sides of the Baltimore and Eastern Railway, the largest part thereof being on the south side of the railway, bounded on the north by the road leading from said village of Grasonville to Winchester Creek, on the east by the property of Walter M. Eaton, on the south by the property of James K. Sewell and others and on the west by the property of James Bryan, containing 20 acres of land, more or less.

A survey and plat of said land has recently been made and will be exechibited on the day of sale.

The improvements consist of a modern bungalow in good repair and other small out-buildings.

TERMS OF SALE: One-third of the purchase price will be required on the day of sale, and the balance will be required upon the ratification of the sale by the Court, or all cash, at option of purchaser, all credit payments, if any, to bear interest from day of sale, and to be secured by notes or otherwise, to the satisfaction of the undersigned. Further particulars on day of sale.

GEORGIE N. BOYER,
Assignee of Mortgage

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

QUEEN ANNE'S RECORD & OBSERVER

PUBLISHING COMPANY

Centreville, Maryland

December 4th, 1936.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY hereby certifies that the Assignee's Sale in the case of "Georgie N. Boyer, Assignee of Mortgage vs. William J. Rada and Sarah T. Rada, his wife, Mortgagors", a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication thereof having been made in said newspaper on the 5th day of November, 1936, being more than twenty days before the 1st day of December, 1936.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY,

by MARY M. PARKS

Filed December 5th, 1936.

N I S I

Georgie N. Boyer, Assignee of Mortgage,	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
William J. Rada and Sarah T. Rada, his wife, Mortgagors.	)	CHANCERY No. 3106.

ORDERED, This 5th. day of December A. D., 1936, that the sale of the real estate made and reported in this cause by Georgie N. Boyer, Assignee of Mortgage, be ratified and confirmed, unless cause to the con-

trary thereof be shown on or before the IIth. 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 IIth., day of January next.

The Report states the amount of sales to be $1100.00.

WILLIAM H. CARTER Clerk

Filed December 5th., 1936.

Re-ISSUE OF NISI PER ORDER
OF WM.R. HORNEY
Filed 12/11/36

N I S I

Georgie N. Boyer Assignee of Mortgage VS. William J. Rada, and Sarah T. Rada, his wife, Mortgagors	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 3106.

ORDERED, This 11th day of December A. D., 1936, that the sale The Real Estate made and reported in this cause by Georgie N. Boyer, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of January next.

The Report states the amount of sales to be $1110.00.

WILLIAM H. CARTER Clerk

Filed December 11th, 1936.

STATEMENT OF MORTGAGE DEBT
Filed Feb. 4, 1937.

GEORGIE N. BOYER, Assignee of Mortgage, vs. WILLIAM J. RADA and SARAH T. RADA, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3106.

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage debt owing as of the day of sale under the mortgage from William J. Rada and Sarah T. Rada, his wife, to H. B. W. Mitchell, Trustee under the second item of the will of Sarah E. Boyer, deceased, bearing date the 14th day of March, 1929,and recorded in Liber B. H. T. No. 9, folios 296, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by the said H. B. W. Mitchell, Trustee as aforesaid, unto the said Georgie N. Boyer and others by deeds of assignment, bearing date the 23rd day of August, 1935, etc., and recorded in Liber W. H. C. No. 2-A, folios 128, etc., a land record book for Queen Anne's County aforesaid:

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit:----------$ 2,400.00

Amount of interest on said mortgage debt from March 14th, 1930, (the date to which it was last paid), to the 25th day of January, 1935, (the date of the death of Frances E. Elliott, the lfie tenant under said last will and testament of the said Sarah E. Boyer, deceased) $700.40
Less payments on account thereof made during the life time of the said Frances E. Elliott,-- 14.00

Leaving this balance due the said Frances E. Elliott as hown by the audit filed "In the Matter of the Trust created by the second item of the will of Sarah E. Boyer, deceased", Chancery Cause No. 1978 in the Circuit Court for Queen Anne's County in Equity, ---------- 686.40

Amount of interest on said mortgage debt from the said 25th day of January, 1935, to the 1st day of December, 1936, (the date of the sale of the real estate made and reported in this cause).---------- 266.40

Total amount of mortgage debt owing as of the day of sale, the said 1st day of December, 1936, ---------- $3,352.80

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

I HEREBY CERTIFY that on this 4th day of February, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Georgie N. Boyer, Assignee of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of her knowledge and belief.

WILLIAM H. CARTER
Clerk.

Filed Feb. 4th, 1937.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Feb. 23, 1937.

N I S I

GEORGIE N. BOYER
Assignee of Mortgage
vs.
WILLIAM J. RADA and
SARAH T. RADA, his wife
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3106.

ORDERED, This 11th day of December, A. D., 1936, that the sale The Real Estate made and reported in this cause by Georgie N. Boyer, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of February next; provided a copy of this order be inserted in some newspaer printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of January next.

The Report states the amount of sales to be $1,110.00

WILLIAM H. CARTER, CLERK.
True Copy-
Test:
WILLIAM H. CARTER, CLERK
Filed December 11th, 1936.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 23 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Georgie N. Boyer Assn. of Mortgae vs. William J. Rada and Sarah T. Rada, his wife, Mortgagors a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof, having been made in said newspaper on the 17th day of December, 1936, being more than four weeks before the 18th day of January 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT

Filed March 6, 1937.

GEORGIE N. BOYER, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
WILLIAM J. RADA and SARAH T. RADA, his wife, Mortgagors.	)	Cause No. 3106.

FINAL ORDER OF RATIFICATION

ORDERED, this 6th day of March, in the year nineteen hundred and thirty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Georgie N. Boyer, 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 Georgie N. Boyer, 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.

THOS. J. KEATING

Filed March 6th, 1937.

REPORT AND ACCOUNT OF THE AUDITOR
Filed April 5, 1937.

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

Georgie N. Boyer, assignee of mortgage,	)	
vs.	)	Cause No. 3106.
William J. Rada and Sarah T. Rada, his wife, mortgagors.	)	

To the Honorable, the Judges of said Court:

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

The mortgage mentioned in this cause and under which the proceedings hereof have been had was given by William J. Rada and Sarah T. Rada, his wife, unto H. B. W. Mitchell, trustee, (see certified copy filed) and was on December 1, 1936, held under six several deeds of assignment by six several persons in equal parts and their names set out in the report of sales filed and in the within account.
A certified copy of each assignment has been filed in this cause.

Georgie N. Boyer, the plaintiff of this cause, is one of said assignees, and she instituted this suit as said assignee for foreclosure of the mortgage and she made the sale of this cause as such under the power in said mortgage.

The sale made and herein reported by her is not sufficient to pay the costs of the sale and the mortgage debt due on the day of sale to all six assignees, and the audit shows a deficiency due by the mortgagors.

In the within account the said Georgie N. Boyer is charged with the amount of the gross sale made by her, and then the auditor has allowed thereout Unot the said Georgie N. Boyer as vendor her commissions for making the sale, the charges of her auctioneer for crying the sale, the court costs, the cost of advertising the order nisi to be passed as to this audit, the fee of the auditor, and also the following items for which she produced to the auditor proper vouchers: Costs of her bond, costs of advertising notice of sale and order nisi thereon, state and county taxes on the mortgaged property unpaid by mortgagors for years 1931, 1932, 1933, 1934, 1935 and costs of fire insurance on mortgaged property.

The balance of the gross sale so charged to her remaining after these allowances is the net mortgage sale and is in the within account distributed unto said six assignees in equal parts.

Which is respectfully submitted.

MADISON BROWN
Auditor.

April 5, 1937.

Cause No. 3106.

The proceeds of the sale of the mortgaged real estate of William J. Rada and Sarah T. Rada, his wife, the mortgagors making the mortgage mentioned in this cause, IN ACCOUNT WITH Georgie N. Boyer, one of the assignees of said mortgage and as such the party making the sale of the mortgaged property under the power of sale thereby conferred upon her as such assignee.

1936	CR.		
Dec. 1	By amount of the gross mortgage sale made this date, per report of sale of assignee filed, to wit:		$1,100.00
1936	DR.		
Dec. 1	To Georgie N. Boyer, as vendor of the mortgaged property, for her commissions for making sale, per terms of the mortgage, to wit: the sum of	$ 74.10	
	To do., for the court costs of these proceedings per bill of costs of Clerk of Court as follows: Costs of W.H. Carter, clerk, ... $22.75; Appear. fee of Wm. R. Horney, atty. 10.00	32.75	
	To do., for the costs of her bond containing corporate surety filed herein, per account for same with receipt thereon exhibited, to wit: the sum of . .	10.00	
	To do., for the charges of J. E. Anthony, auctioneer, for crying the sale mentioned, to wit: the sum of . . .	15.00	
	To do., for costs of advertising the notice of sale and the order nisi on report of sale in Queen Anne's Record and Observer, newspaper, as per account for same with receipt thereon exhibited, to wit:	25.25	
	To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of	3.50	
	To do., for the amount paid by her to A. Sydney Gadd, jr., trustee, collector of taxes, for state and county taxes and for interest thereon upon the mortgaged property, per tax statements receipted and exhibited to the auditor: for year 1931 the sum of . . . . . $42.79; for year 1932 the sum of . . . . . 38.28; for year 1933 the sum of . . . . . 25.44; for year 1934 the sum of . . . . . 21.33; a total of $127.84	127.84	
	To amounts carried forward	$288.44	$1,100.00

Cause No. 3106

The proceeds of the sale of the mortgaged real estate of William J. Rada and Sarah T. Rada, his wife, the mortgagors making the mortgage mentioned in this cause, IN ACCOUNT WITH Georgie N. Boyer, one of the assignees of said mortgage and as such the party making the sale of the mortgaged property under the power of sale thereby conferred upon her as such assignee.

	DR.	CR.
By amounts brought forward	$288.44	$1,110.00
DR.		
To Georgie N. Boyer as vendor, for the amount paid by her to J. W. Keith, collector of taxes in settlement of state and county taxes (and interest and costs therein) on the mortgaged property sold, for year 1935, per tax statement with receipt thereon exhibited, to wit: the sum of	24.59	
To do., for costs of fire insurance procured by her on mortgaged property and paid by her, per insurance accounts exhibited, to wit: sum of	9.88	
To Madison Brown, auditor, for stating this account, the sum of	9.00	
	$331.91	
To balance for distribution as net mortgage sales to the several assignee holders of the mortgage mentioned, carried forward	778.09	
	$1,110.00	$1,110.00

April 5, 1937.

MADISON BROWN
Auditor.

Cause No. 3106

DISTRIBUTION OF NET MORTGAGE SALES

CR.

By balance as net sales brought froward, to wit: $778.09

DR.

The persons named below are assignees of the mortgage mentioned in equal parts.

To Georgie N. Boyer,	the sum of	$129.69
To Allan Cleaveland, administrator d. b. n. of Jeannie Mathews Banks,	the sum of	129.68
To Edward S. Mathews,	the sum of	129.68
To Elizabeth Mathews STewart,	the sum of	129.68
To William R. Horney, administrator of James E. Mathews,	the sum of	129.68
To Jeannette M. Carter,	the sum of	129.68
		$778.09

April 5th, 1937.

MADISON BROWN
Auditor.

Filed April Fifth, 1937.

Cause No. 3106

Statement of Mortgage Debt.

William J. Rada and Sarah T. Rada, his wife,
mortgagors,
to
Georgia N. Boyer and others named in these proceedings as assignee of the mortgage mentioned in this cause, DR.

1936 Dec. 1	To amount of the mortgage debt due and owing under said mortgage to said assignees as of this date, per mortgage statement filed	$3,352.80
CR.	By net mortgage sale, per within audit	778.09
DR.	To balance due said assignees in equal parts bearing interest from December 1, 1936	$2,574.71

April 5th, 1937.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Georgie N. Boyer, Assignee of Mortgage,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
William J. Rada and Sarah T. Rada, his wife, Mortgagors.	CASE No. 3106.

ORDERED, This 5th 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 30th day of April, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of April, 1937; in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed April 5th, 1937.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed May 1, 1937.

NISI RATIFICATION OF AUDIT

GEORGIE N. BOYER
Assignee of Mortgage,
vs.
WILLIAM J. RADA & SARAH T.
RADA, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3106.

ORDERED, This 5th 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 30th day of April, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 23rd 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 5th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 1st, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Georgie N. Boyer, Assn. of Mortgage, vs. William J. Rada and Sarah T. Rada, his wife, Mtgrs. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 8th day of April, 1937, being more than two weeks before the 23rd day of April, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Clerk's Certificate

Georgie N. Boyer,
Assignee of Mortgage

vs.

William J. Rada & wife
Mortgagors.

In the Circuit Court
for
Queen Anne's County,
In Equity.
Chy. No. 3106.

I hereby certify that no objections to the Ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 5th day of April, 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's Place.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 3rd day of May 1937.

WILLIAM H. CARTER Clerk

CERTIFICATE OF ADMINISTRATION OF
WILLIAM R. HORNEY, ADMINISTRATOR
OF JAMES E. MATTHEWS
Filed May 4, 1937.

CERTIFICATE OF ADMINISTRATION

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, Norman S. Dudley, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal and of the Records, and of the original papers of the Orphans' Court for Queen Anne's County, DO HEREBY CERTIFY that it appears from the records in said Court that on the 8th day of October A. D., nineteen hundred and thirty five, Letters of Administration of all and singular the goods, chattels, credits and personal estate of James E. Mathews late of Queen Anne's County, deceased, were granted and committed unto William R. Horney, after he had entered into bond with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him.

In Testimony Whereof, I, Norman S. Dudley, Register of Wills for Queen Anne's County, aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, this 4th day of May, nineteen hundred and thirty-seven.

Seal's
Place

NORMAN S. DUDLEY
Register of Wills for Queen
Anne's County.

CERTIFICATE OF ADMINISTRATION OF
ALLAN CLEAVELAND, ADMINISTRATOR
d. b. n. OF JEANNIE MATTHEWS BANKS
Filed May 4, 1937.

THE STATE OF MARYLAND

BALTIMORE CITY, Sc.

The Subscriber, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his Office, that LETTERS OF ADMINISTRATION, DE BONIS NON of all the goods, chattels, credits and personal estate of Jean Banks deceased, was on the 28" day of October in the year of our Lord one thousand nine hundred and thirty five granted and committed unto Allan Cleaveland who was then and there appointed ADMINISTRATOR DE BONIS NON of the said deceased.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my Office, this 28" day of October in the year of our Lord nineteen hundred and thirty five.

Seal's
Place.

TEST:

JOHN H. BOUSE
Register of Wills for Baltimore
City.

ORDER OF COURT
Filed May 4, 1937

GEORGIE N. BOYER, Assignee of Mortgage, vs. WILLIAM J. RADA and SARAH T. RADA, his wife, Mortgagors.	))))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3106.

FINAL RATIFICATION OF AUDIT.

ORDERED, this third day of May, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Assignee, Georgie N. Boyer, 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, provided a copy of the letters of administration of Allan Cleaveland, Administrator d. b. n. of Jeannie Matthews Banks, and of William R. Horney, Administrator of James E. Matthews, shall first be filed herein before the Assignee is authorized to make payment of the respective sums herein distributed to them.

THOS. J. KEATING

Filed May 4, 1937.

CAUSE No. 3127.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifteenth day of May, in the year Nineteen Hundred and Thirty Seven, the following Order to Docket Suit was filed for record, to wit:-

Thos. J. Keating Jr. Assignee vs. John Wesley Roe and Emma Roseberry Roe his wife. Mortgagors.	))))))))	In The Circuit Court for Queen Anne's County in Equity.

ORDER TO DOCKET SUIT.

Mr. Wm. H. Carter, Clerk:

You will docket suit as per the above titling for foreclosure of the mortgage from John Wesley Roe and Emma Roseberry Roe, his wife to Thomas J. Keating, dated December 23, 1919, recorded in Liber J. F. R. No. 3, folio 427 etc., a land record book for Queen Anne's County, and file in said cause a certified copy of said mortgage and the assignments thereof, default having occurred in the terms and conditions of said mortgage.

Thos. J. Keating Jr.
Assignee.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS
Filed May 15th, 1937.

#7440. Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of December, in the year nineteen Hundred and nineteen, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this twenty third day of December in the year Nineteen Hundred and Nineteen by John Wesley Roe and Emma Roseberry Roe his wife of Queen Anne's County, in the State of Maryland.

Whereas the said John Wesley Roe and Emma Roseberry Roe are jointly and severally indebted unto Thomas J. Keating of said County and State in the full sum of Eight Thousand dollars ($8000.00) loaned by the said Thomas J. Keating to the said John Wesley Roe and Emma Roseberry Roe his wife, and applied by them to the payment of the balance of purchase money for the real estate hereinafter conveyed: And, whereas at the time of the making of the aforesaid loan, the said John Wesley and Emma Roseberry Roe, his wife, jointly and severally agreed and do hereby agree to pay unto the said Thomas J. Keating, his executors, administrators and assigns, said sum of Eight Thousand dollars as follows, the sum of One thousand dollars at or before the expiration of two years from the date hereof and the remaining seven thousand dollars at the expiration of five years from the date hereof and to pay the interest in the meantime semi-annually from the date hereof: And whereas, as a condition precedent to the making of the aforesaid loan, it was agreed that the payment thereof and of all interest to accrue thereon should be secured by the execution and delivery of this mortgage.

Now Therefore, This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of Eight thousand dollars, the receipt whereof is hereby acknowledged, the said John Wesley Roe and Emma Roseberry Roe, his wife, do hereby grant and convey unto Thomas J. Keating, his heirs and assigns, in fee simple, the following real estate, to wit: All that tract of land or farm known as "The Hall Farm", situate partly in the Third Election District and partly in the Sixth Election District of Queen Anne's County, State of Maryland, composed of two tracts or parcels as follows:

No.1 A parcel or tract of land, known as "Wench's Farm, "Wenche's Chance", or "Margaretholm" or by whatsoever other name or names the same may be known or called, lying on the south side of the public road leading from Centreville to Queen Anne's Station and on the west side of the public road leading from the aforesaid road to Willoughby and Cordove, adjoining the lands of William Emerson, the Delacy lands, and the lands of others and containing one hundred and seventy nine acres, two roods and twenty six perches of land, more or less.
No. 2. All that part of"The Hall Farm", formerly the "Charles Wright Lot", lying adjoining No. 1 above described, adjoining the Charles Burgess Lot, and adjoining the lands of others, containing twelve acres of land, more or less, The said land being the same and all the lands described and conveyed in the deed to the said John Wesley Roe and Emma Roseberry Roe, his wife, dated the twenty second day

of December, in the year Nineteen hundred and nineteen and to be recorded among the land record books for Queen Annes County, Maryland immediately preceding this Mortgage and to which said deed reference is hereby specially made.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining, and the building and improvements thereon erecred and being, And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said John Wesley Roe and Emma Roseberry Roe, his wife, or either of them their or either of their heirs, personal representatives or assigns, shall well and truly pay to the said Thomas J. Keating, his executors, administrators or assigns the aforesaid sum of eight thousand dollars when and as the same shall become due and payable as hereinbefore set forth and all interest to accrue thereon as above set forth, all shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void, and until default be made in the premises the said John Wesley Roe and Emma Roseberry Roe, his wife, their heirs and assigns shall possess said property: And the said John Wesley Roe, and Emma Roseberry Roe, his wife, jointly and severally, for themselves and each of them, their and and for each of their heirs, executors, administrators and assigns hereby covenant to pay as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value of such improvements, in some Company or Companied approved by the said Thomas J. Keating, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 Thomas J. Keating, his executors, administrators or assigns or Thomas J. Keating their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland and such other notice as party selling may deem expedient, for cash or for cash, and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to the mortgagors or whoever may be entitled to same. And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Thomas J. Keating, his executors, administrators 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 the 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 Wesley Roe and Emma Roseberry Roe, his wife for themselvesa and each of them and for for heirs, executors, administrators and assigns hereby covenant to pay. And it is agreed that payments may be made on account of the principal debt hereby secured before the maturity of the entire mortgage debt; provided the payment be in the sum of five hundred dollars or mutiples thereof not exceeding the sum of fifteen hundred dollars in any one year and shall be made upon the maturity of an interest period after the mortgagors shall have given at least thirty days previous notice of the amount to be paid.

Witness the hands and seals of the grantors.

JOHN WESLEY ROE (SEAL)

Test: E. M. Forman
Magistrate

EMMA ROSEBERRY ROE (SEAL)

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

I hereby certify that on this third day of December, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared John Wesley Roe and Emma Roseberry Roe, his wife, and did each acknowledge the aforegoing mortgage to be their respective and deed.

Ezekiel M. Forman
Justice of the Peace.

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

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

Ezekiel M. Forman
Justice of the Peace

Queen Annes County, to wit: Be it remembered that on the fourteenth day of December in the year 1922, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing mortgage to The Centreville National Bank of Maryland.

Witness my hand and seal this day of December, in the year nineteen hundred and nineteen.

Test: J. F. Rolph Thos. J. Keating (SEAL)

Queen Anne's County, to wit: Be it remembered that on the Nineteenth day of December, in the year 1932, the following Assignment was brought to be recorded, to wit:

For value received, the within and aforegoing mortgage is hereby transferred and assigned unto Thomas J. Keating.

Witness the hand of the body corporate The Centreville National Bank of Maryland, by its Vice President, and its corporate seal affixed, attested by its Cashier, this nineteenth day of December, nineteen hundred and thirty two.

The Centreville National Bank of Maryland,
a body corporate by

Test:

Madison B. Bordley, Vice President

SPENCER WRIGHT, Cashier

Seal's
Place.

Queen Annes County, to wit: Be it remembered that on the fifteenth day of May, in the year Nineteen Hundred and thirty seven, the following Assignment was filed for record, to wit:

The within and aforegoing mortgage is hereby transferred and assigned unto Thomas J. Keating, Jr., for the purpose of foreclosure and collection.

Witness my hand and seal this fourteenth day of May, 1937.

Witness: Mary Ker Keating Thos. J. Keating (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 3, folio 427, 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 Annes County, this 15th. day of May, A. D., 1937.

Seal's
Place

William H. Carter, Clerk of the Circuit Court
for Queen Anne's.

CERTIFIED COPY OF BOND
Filed May 31, 1937.

KNOW ALL MEN by these presents that we, Thomas J. Keating, Jr., 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),

current money of the United States, to be paid to the State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of our heirs, executors, administrators, and successors in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of May, one thousand nine hundred and thirty-seven.

WHEREAS the above bounden Thomas J. Keating, Jr., as Assignee of a certain Mortgage from John Wesley Roe, and Emma Roseberry Roe, his wife, to Thomas J. Keating dated December 23, 1919, recorded in Liber J. F. R. No. 3, folio 42, etc., is about to exercise the power of sale contained in the aforesaid Mortgage, defa lt having occurred in the terms thereof, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, for foreclosure thereof, which said suit is entitled "Thomas J. Keating, Jr., Assignee, versus John Wesley Roe and Emma Roseberry Roe, his wife, Mortgagors" and is numbered 3127 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., as Assignee of the Mortgage aforesaid, 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.

THOS. J. KEATING JR. (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, A BODY CORPORATE,

BY E. H. SHOCKLEY
Attorney in fact.

Signed, sealed and delivered in the presence of:

MARY KER KEATING

WESLEY C. BROOKS
as to surety

Seal's Place.

And on the back of the aforegoing bond was thus endorsed, to wit:
Security approved and Bond filed May 31st, 1937.

Wm. H. Carter, Clerk

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

I hereby certify that the aforegoing Bond is truly taken and copied from the original Bond filed in the above entitled cause and now remaining in this office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this thirty-first day of May, in the year nineteen hundred and thirty seven.

Seal's Place.

WILLIAM H. CARTER Clerk

REPORT OF SALE
Filed June 16, 1937.

THOMAS J. KEATING, JR., ASSIGNEE,	)	IN THE CIRCUIT COURT
VS.	)	FOR
JOHN WESLEY ROE and EMMA ROSEBERRY ROE, HIS WIFE, MORTGAGORS.	)	QUEEN ANNE'S COUNTY, IN EQUITY.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The 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 John Wesley Roe and Emma Roseberry Roe, his wife, to Thomas J. Keating bearing date the 23rd. day of December, 1919, and recorded in Liber J. F. R. No. 3 folio 427 &c., a land record book for Queen Anne's County, by reason of the non payment of the principal or interest as stipulated in the said mortgage and the same having been

assigned, by mesne assignments unto Thomas J. Keating, Jr., for purpose of foreclosure and collection, the said Thomas J. Keating, Jr., Assignee, did proceed to exercise the power of sale contained in said mortgage, and after advertising the mortgaged property for sale at public sale for four successive weeks before the day of sale in the Centreville Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, and after filing in this cause his bond with surety approved by the Clerk of this Court, did attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 15th., 1937, between the hours of one and two o'clock p. m., and did then and there offer and expose the mortgaged premises at public sale to the highest bidder upon the terms and conditions set forth in said advertisement of sale, a copy of which is filed herewith, and upon the following terms announced at the time of sale, to wit: That the purchaser was to get the landlord's possession of the farm, subject to the present tenant's rights for the remainder of the year 1937, upon compliance with the terms of sale; the purchaser was to get the landlord's share of the corn and tomato crops for the year 1937, and is to pay the taxes for the year 1937; insurance premiums to be adjusted as of the day of sale; and after having the sale cried for sometime your Assignee did have the Auctioneer strike off and sell the mortgaged property unto Thomas J. Keating and Leila B. Keating, his wife, as tenants by the entireties, at and for the sum of four thousand dollars ($4,000.00) the mortgaged property being described as follows:

ALL that Tract of Land or Farm, known as "The Hall Farm", situate partly in the Third Election District and partly in the Sixth Election District of Queen Anne's County, State of Maryland, composed of two tracts or parcels as follows:

PARCEL NO. 1

A parcel or tract of land, known as "Wrench's Farm", "Wrench's Chance" or "Margaretholm", or by whatsoever other name or names the same may be known or called, lying on the South side of the public road leading from Centreville to Queen Anne's Station and on the West side of the public road leading from the aforesaid road to Willoughby and Cordova, adjoining the lands of William Emerson, the DeLacy lands, and the lands of others, and containing One Hundred and Seventy Nine Acres, Two roods and Twenty-six perches of land, more or less.

PARCEL NO. 2

All that part of "The Hall Farm", formerly the "Charles Wright Lot", lying, adjoining No. 1 above described, adjoining the "Charles Burgess Lot", and adjoining the lands of others, containing Twelve Acres of Land, more or less.

One of the Purchasers, Thomas J. Keating being the owner of the mortgage, your Assignee has not required the purchasers to pay down any partof the purchase money for your Assignee believes that when the sale is ratified the purchasers will make settlement for the property.

The report states the amount of sale to be four thousand dollars ($4,000.00).

Respectfully submitted,

THOS. J. KEATING JR.
ASSIGNEE.

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

This is to certify that on this sixteenth day of June nineteen hundred and thirty-seven, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., the Assignee aforesaid, and did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale was fairly made.

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

Filed June 16th, 1937.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed June 16, 1937.

ASSIGNEE'S SALE

OF

VALUABLE FARM

Under and by virtue of the power of sale contained in a Mortgage from John Wesley Roe and Emma Roseberry Roe, his wife, to Thomas J. Keating, bearing date the 23rd day of December, in the year 1919, Recorded in Liber J.

F. R. No. 3 folio 427 etc., a land Record Book for Queen Anne's County default having occurred in the terms of said Mortgage, the undersigned Thomas J. Keating, Jr., Assignee, to whom said Mortgage has been assigned by mesne assignments, for foreclosure and collection, 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, on TUESDAY, JUNE 5, 1937 between the hours of 1 and 2 o'clock P. M., the real estate conveyed by the aforesaid Mortgage and which is described therein as follows:

All that Tract of Land or Farm, known as "The Hall Farm", situate partly in the Third Election District and partly in the Sixth Election District of Queen Anne's County, State of Maryland, composed of two tracts or parcels as follows:

PARCEL NO. 1

A parcel or tract of land, known as "Wrench's Farm", "Wrench's Chance", or Margaretholm", or by whatsoever other name or names the same may be known or called, lying on the South side of the public road leading from Centreville to Queen Anne's Station and on the West side of the public road leading from the aforesaid road to Willoughby and Cordova, adjoining the lands of William Emerson, the DeLacy lands, and the lands of others, and containing One Hundred and Seventy Nine Acres, Two rods and Twenty-six perches of land, more or less.

PARCEL NO. 2

All that part of "The Hall Farm", formerly the "Charles Wright Lot", lying,adjoining No. 1 above described, adjoining the "Charles Burgess Lot", and adjoining the lands of others, containing Twelve Acres of land, more or less.

TERMS OF SALE

One Third of the purchase money is to be paid in cash on the day of sale and the balance thereof in two equal installments, payable respectively six months and one year after the day of sale, with interest from the day of sale; the deferred payments to be secured to the satisfaction of the undersigned Assignee, or all cash at option of the Purchaser; all title papers including Revenue Stamps are at the Purchaser's expense. Additional terms will be announced on the day of sale.

THOMAS J. KEATING, JR.,
Assignee.
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. June 16, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Thomas J. Keating, Jr. Assignee vs. John Wesley Roe and Emma Roseberry Roe, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen-Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 20th day of May, 1937, being more than twenty days before the 15th day of June 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

Filed June 16th, 1937.

N I S I

Thomas J. Keating, Jr. Assignee, VS. John Wesley Roe and Emma Roseberry Roe, his wife.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY No. 3127.

ORDERED, This 16th day of June A. D., 1937, 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 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 $4000.00.

WILLIAM H. CARTER Clerk.

Filed June 16th, 1937.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Sept. 1, 1937.

N I S I

THOMAS J. KEATING, JR.,
Assignee,
vs.
JOHN WESLEY ROE and EMMA ROSE-
BERRY ROE, his wife

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3127.

ORDERED, This 16th day of June A. D., 1937, 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 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 $4000.00.

WILLIAM H. CARTER, Clerk.
True Copy-
Test: WILLIAM H. CARTER, Clerk
Filed June 16th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 1, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Thomas J. Keating, Jr. Assn. vs. John Wesley Roe and Emma Roseberry Roe, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 17th day of June, 1937, being more than four weeks before the 17th day of July, 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

STATEMENT OF MORTGAGE DEBT
Filed Sept. 10, 1937.

THOMAS J. KEATING Jr, Assignee vs. John Wesley Roe and Emma Roseberry Roe, his wife, Mortgagors	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in Equity.

STATEMENT OF MORTGAGE DEBT

Principal amount of the mortgage from John Wesley Roe and Wife to Thomas J. Keating dated Dec. 23rd. 1919 recorded in Liber J. F. R. #3 folio 427 - - - - - - - -	$8,000.00
Interest thereon from Dec. 23, 1934 to June 15, 1937, (the day of sale) -	1,189.26
TOTAL MORTGAGE DEBT - - - - - - - - - - - - - - - - - -	$9,189.26

State of Maryland
Queen Annes County, to-wit:

This is to certify that on this 9th day of Sept. 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, Jr. Assignee of Mortgage, and did make oath in due form of law the the aforegoing statement of mortgage debt is true and bona fide as therein set forth and the amount shown to be due is justly due and owing.

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

Notary
Public
Seal.

BERTHA G. DURNEY
NOTARY PUBLIC.

Filed Sept. 10, 1937

ORDER OF COURT
Filed Sept.11, 1937.

ORDERED this 10th day of September 1937, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this Cause by Thomas J. Keating, Jr., Assignee, 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 allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

J. OWEN KNOTTS
JUDGE

Filed Sept. 11th, 1937.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed Dec. 6, 1937.

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

Thomas J. Keating, jr., Assignee,	(	
vs.	)	Cause No. 3127.
John Wesley Roe and Emma Roseberry Roe, 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 and have been conducted for the collection of a mortgage debt by sale of mortgaged property under the power of sale contained in the mortgage described in this cause, and the proceeds of sale are not sufficient to pay the costs incident to the sale and the mortgage debt in full.

That in the within account the auditor has charged Thomas J. Keating, junior, the assignee of the mortgage and as such the party executing the power of sale, with the amount of the gross sale made by him and has thereout allowed as follows:
Unto the said vendor his commissions in accordance with the terms of the mortgage, the court costs of these proceedings, the cost of his bond, the charges of his auctioneer, the costs of advertising notices of the sale and the several orders nisi of the cause.
Unto the auditor his fee.
The balance of the sale is distributed unto the said assignee on account of the mortgage debt due on the day of the sale.

The auditor appends another account which is between the mortgagors and the assignee of the mortgage and shows the amount due on the mortgage as of the day of sale, but after the application to the debt of the credit above mentioned.

Which is respectfully submitted.

MADISON BROWN
Auditor.

December 4, 1937.

Cause No. 3127.

The proceeds of the sale of the mortgaged real estate of John Wesley Roe and Emma Roseberry Roe, his wife, mortgagors making the mortgage mentioned in this cause, in account with Thomas J. Keating, junior, assignee of said mortgage and as such the party making the sale of said real estate under said mortgage.

1937 June 15	CR.		
	By amount of the gross sale made by said vendor, per his report of sale filed, to wit: the sum of		$4,000.00
1937 June 15	DR.		
	To Thomas J. Keating, junior, vendor, for his commissions for making the sale per terms of the mortgage, to wit:	$205.00	
	To do., for the court costs of this cause as set out in the "Bill of Costs" made by the Clerk as follows: Cost of Wm. H. Carter, clerk, . . . $18.75 Appearance fee of plaintiff's atty. 10.00	28.75	
	To do., for costs of advertising notices of sale, $42.75, and order nisi on sale, $5.00, per account receipted of Queen Anne's Record and Observer Publishing Company exhibited, to wit:	47.75	
	To do., for the costs of his bond filed in this cause paid the corporate surety thereon, as per account for same with receipt thereon exhibited appears, to wit:	20.00	
	To do., for the charges of J. E. Anthony, his auctioneer, for crying sale, per account for same exhibited, to wit:	10.00	
	To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . .	3.50	
	To Madison Brown, auditor, for stating this account, the sum of	9.00	
	To Thomas J. Keating, junior, assignee of the mortgage mentioned, on account of the mortgage debt due him on day of sale, this balance, (which is not sufficient to pay the said debt in full) to wit:	3,676.00	
		$4,000.00	$4,000.00

December 4, 1937.

MADISON BROWN
Auditor.

Cause No. 3127.

The proceeds of the sale of the mortgaged real estate of John Wesley Roe and Emma Roseberry Roe, his wife, mortgagors making the mortgage mentioned in this cause, in account with Thomas J. Keating, junior, assignee of said mortgage and as such the party making the sale of said real estate under said mortgage.

STATEMENT OF MORTGAGE DEBT

John Wesley Roe and Emma Roseberry Roe,
mortgagors,
to
Thomas J. Keating, junior, assignee
of mortgage, DR.

1937 June 15	To amount of mortgage debt due by them to said assignee, by and under the mortgage described in this cause, on this date, day of sale of this cause, per statement filed	$9,189.26
	CR.	
	By amount distributed to said assignee as of day of sale on account of said debt by aforegoing account, to wit:	3,676.00
	DR.	
	To balance due by said mortgagors to said assignee, with interest from June 15, 1937	$5,513.26

December 4, 1937.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Assignee	)	IN THE CIRCUIT COURT
	)	
VS	)	FOR QUEEN ANNE'S COUNTY
	)	
John Wesley Roe and Emma Roseberry Roe, his wife,	)	IN EQUITY
	)	CASE No. 3127.

ORDERED, This 6th day of December 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 30th day of December, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of December, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed December 6th, 1937.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Jan. 8, 1938.

NISI RATIFICATION OF AUDIT

THOMAS J. KEATING, JR.
Assignee
vs.
JOHN WESLEY ROE and
EMMA ROSEBERRY ROE, his wife.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3127.

ORDERED, This 6th day of December 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 30th day of December, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of December, 1937 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
Test: WILLIAM H. CARTER, Clerk
Filed December 6th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 7, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr., Assn. vs. John Wesley Roe and Emma Roseberry Roe, his wife, a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 9th day of December, 1937, being more than two weeks before the 23d day of December, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

CLERK'S CERTIFICATE

Thomas J. Keating, Jr. Assignee,	In the Circuit Court for Queen Annels County, in Equity.
VS.	
John Wesley Roe and wife	Chy. No. 3127.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 6th day of Dec. 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 8th day of Jan. 1938.

Seal's Place.

WM. H. CARTER Clerk.

ORDER OF COURT
Filed Jan. 22, 1938.

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 15th day of January, 1938, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Order Nisi; and the Assignee is directed to apply the proceeds of sale accordingly, with a due proportion of interest as the same has been or may be received.

J. OWEN KNOTTS

Filed Jan. 22nd, 1938.

CAUSE NO. 3129.

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

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
KENNETH D. BALL and NAOMI G. BALL, his wife, Mortgagors.	)	Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Kenneth D. Ball and Naomi G. Ball, his wife, to John P. Tolson, bearing date the 3rd day of April, 1935, and of the assignment thereof from John P. Tolson to William R. Horney, bearing date the 20th day of May, 1937, said mortgage and assignment being recorded in Liber W. H. C. No. 1-A, folios 167, 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
AND ASSIGNMENT
Filed May 25, 1937.

Queen Annes County, to wit: Be it remembered that on the fifth day of April in the year Nineteen Hundred and thirty Seven the following Mortgage was brought to be recorded to wit:

This Purchase Money Mortgage, made this 3rd day of April, in the year nineteen hundred and thirty five, by Kenneth D. Ball and Naomi G. Ball, his wife, of Queen Annes County, State of Maryland;

Whereas, the said Kenneth D. Ball and Naomi G. Ball, his wife, are jointly and severally indebted unto John P. Tolson, of New York City, State of New York, in the full sum of Nine Hundred Dollars ($900.00), being the balance of the purchase money due and owing by the said Kenneth D. Ball and Naomi G. Ball, his wife, to the said John P. Tolson for the hereinafter described real estate sold to the said Kenneth D. Ball and Naomi G. Ball, his wife, by the said John P. Tolson, and conveyed to the said Kenneth D. Ball and Naomi G. Ball, his wife, by the said John P. Tolson and Edna M. Tolson, his wife, by deed bearing date the 29th day of March, 1935, and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage:

And whereas, it is hereby agreed by and between the parties to this mortgage that the aforesaid sum of Nine Hundred Dollars ($900.00), and the interest to accrue thereon shall be paid to the said John P. Tolson at the expiration of two years from the first day of April, 1935, with interest thereon in the meantime at the rate of six per per centum, payable semi-annually from the said 1st day of April, 1935:

And whereas, it is hereby further agreed by and between the parties to this mortgage that the said Kenneth D. Ball and Naomi G. Ball, his wife, or the survivor of them, shall have the privilege of making payment of said mortgage debt at any time during the two years hereinbefore mentioned at the next ensuing interest payment period upon giving to the said John P. Tolson at least two months previous notice before the said next ensuing interest payment period:

And whereas, it was an express ;recedent agreement and a condition of the sale and conveyance of the said hereinafter described real estate by the said John P. Tolson to the said Kenneth D. Ball and Naomi G. Ball, his wife that the said principal sum of Nine Hundred Dollars ($900.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times

hereinbefore respectively set forth, were to be secured and 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), the receipt of which is hereby acknowledged the said Kenneth D. Ball and Naomi G. Ball, his wife, do hereby grant and convey unto the said John P. Tolson, his heirs and assigns, in fee simple, the following described real estate, to wit:

All that tract or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the east side of the state road leading from Stevensville to Matapeake Ferry, adjoining the property of the said John P. Tolson on the north east and the Daniel Hopkins Farm and the property of the said John P. Tolson on the south, and more particularly described, according to a certificate of survey thereof, made on the 4th day of September 1934, and on the 23rd day of March, 1935, by William T. Henry, Surveyor, as follows, to wit: Beginning for the same on the east side of said state road at the point where this property corners with said property of the said John P. Tolson and running thence by and with said state road S. 54½° W. 233 feet, thence S. 51° W 124 feet; thence S. 43 3/4° W. 72 feet; thence S. 38½° W. 15 feet to the said property of the said John P. Tolson; thence by and with said property of the said John P. Tolson S. 60¼° E. 68 feet to the said Daniel Hopkins farm; thence by and with said farm N. 85° E. 557 feet to the said property of the said John P. Tolson; and thence by and with said property of the said John P. Tolson N. 46° W. 375 feet to the said place of beginning, containing 2,204 acres of land, more or less; being the same land which was granted and conveyed unto the said Kenneth D. Ball and Naomi G. Ball, his wife, as tenants by the entireties, by the said John P. Tolson and Edna M. Tolson, his wife, by deed bearing date the 29th day of March, 1935, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding 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 wise appertaining.

And it is hereby that, in the event of a sale of the above described property under the power of sale hereinafter express, 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 Kenneth D. Ball and Naomi G. Ball, 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 P. Tolson, his executors, administrators or assigns, the aforesaid sum of Nine Hundred Dollars ($900.00) 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 premises the said Kenneth D. Ball and Naomi G. Ball, his wife, or either of them, their or either of their heirs and assigns, shall possess said property, And the said Kenneth D. Ball and Naomi G. Hall, 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 John P. Tolson his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that theproceeds 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 John P. Tolson, his executors, administrators or assigns, or J. Frank Harper and William R. Horney of Queen Annes County, State of Maryland, 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 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 then, the balance to Kenneth D. Ball, and Naomi G. Ball, 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 foreclosure of this mortgage under the power of sale above granted the said John P. Tolson, his executors, administrators or assigns, or the said J. Frank Harper and William R. Horney or either of them, his and their said Attorneys, shall not be required to receive and 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 commission on the total amount of mortgage indebtedness, principal , 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 Kenneth D. Ball and Naomi G. Ball, his wife, for themselves and each of them, their and each of their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of said Mortgagors.

Kenneth D. Ball (SEAL)

Test: (as to Mortgagors)

Naomi G. Ball (SEAL)

Denis J. Jorgo Jr.
Witness

State of Pennsylvania)
) TO WIT:
County of Philadelphia)

I hereby certify that on this 3rd day of April, in the year nineteen hundred and thirty five, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Philadelphia County aforesaid, personally appeared Kenneth D. Ball, and Naomi G. Ball, his wife, being temporarily in Philadelphia County, State of Pennsylvan, at the time of the acknowlegment of this mortgage, and each acknowledged the aforegoing 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.

Denis J. Horgo Jr.
Notary Public.

Notary
Seals
Place.

My Commission Expires November 14th, 1937.

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

I hereby certify that on this 5th day of April, in the year nineteen hundred and thirty five, 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, Agent for John P. Tolson, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth, and further made oath as aforesaid, that he is the duly authorized agent of the said John P. Tolson to make this affidavit.

Notary
Seals
Place.

In Testimony Whereof, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

HILDA T. SEWARD, Notary Public.

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

For value received, I, John P. Tolson, do hereby transfer and assign the within and aforegoing Mortgage unto William R. Horney, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 20th day of May, 1937.

Test: Paul G. Wenzel
Notary Public, New York
County, N. Y.
Clks No. 124 Reg. No. 8W.19
Term expires March 30, 1938

John P. Tolson (SEAL)

Notary
Seals
Place.

State Maryland, Queen Anne s County, to wit:

I hereby certify, that the aforegoing is truly taken and copied from Liber W. H. C. No. 1A folio 167 &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 Court for Queen Annes County, this 25th day of May in the year 1937.

William H. Carter, Clerk Circuit Court for Queen Annes County.

Seal's Place.

CERTIFIED COPY OF BOND
Filed June 21, 1937.

Queen Anne's County, to wit: Be it remembered that on the 21st day ofJune, in the year nineteen Hundred and thirty seven the following Bond was filed for record, to wit:-

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

Know all Men by these Presents, that we, William R. Horney, of Queen Anne's County, State of Maryland and the United States Fidelity and Guaranty Company a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars ($2000.00) 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 21st day of June, 1937:

Whereas, a certain mortgage from Kenneth D. Ball and Naomi G. Ball, his wife, to John P. Tolson, bearing date the 3rd day of April, 1935, and recorded in Liber W. H. C. No. 1A, folio 167 etc., a land record book for Queen Anne's County aforesaid, was by said John P. Tolson duly assigned to the said William R. Horney, by assignment bearing date the 20th day of May, 1937, and recorded among the land records at the foot of said Mortgage.

Whereas, a certain mortgage from Kenneth D. Ball and Naomi G. Ball his wife, to John P. Tolson, bearing date the 3rd day of April, 1935, and recorded in Liber W. H. C. No. 1 A, folios 167 &c., a land record book for Queen Anne's County aforesaid, was by the said John P. Tolson duly assigned to the said William R. Horney, by assignment bearing date the 20th day of May, 1937, and recorded among the said land records at the foot of said mortgage:

And Whereas, the said 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 above obligation to be void; otherwise to be and remain in full force and virtue in law.

WM. R. HORNEY (SEAL)

Signed, sealed and delivered in the presence of:

HILDA T. SEWARD

United States Fidelity and Guaranty Company

by Wm. R. Horney
Its Attorney in Fact

Corporate Seals Place.

Attest:

HILDA T. SEWARD

Filed June 21st, 1937.

On the back of the aforegoing Bond was thus endorsed to wit:

Security approved and Bond filed June 21st, 1937.

William H. Carter, Clerk

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

I hereby certify, that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folio 54, 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 Annes County this 21st day of June A. D. 1937.

WILLIAM H. CARTER, Clerk

REPORT OF SALE
Filed June 23, 1937.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
KENNETH D. BALL and NAOMI G. BALL, his wife, Mortgagors.	)	Cause No. 3129.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage from Kenneth D. Ball and Naomi G. Ball, his wife, to John P. Tolson, bearing date the 3rd day of April, 1935, and recorded in Liber W. H. C. No. 1-A, folios 167, etc., a land record book for Queen Anne's County, State of Maryland, respectfully shows:

1. That said mortgage was duly assigned by the said John P. Tolson unto the said William R. Horney for the purpose of collection by foreclosure or otherwise by assignment bearing date the 20th day of May, 1937, and recorded among said land records at the foot of said mortgage.

2. 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.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee 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 22nd day of June, 1937, beginning at the hour of 2 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceed to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

ALL that tract or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the east side of the state road leading from Stevensville to Matapeake Ferry, adjoining the property of the said John P. Tolson on the northeast and the Daniel Hopkins farm and the property of the said John P. Tolson on the south, containing according to a certificate of survey thereof, made on the 4th day of September, 1934, and on the 23rd day of March, 1935, by William T. Henry, surveyor, 2.204 acres of land, more or less.

And said Assignee sold the above described property to the said John P. Tolson, of New York City, State of New York, at and for the sum of Seven Hundred Dollars ($700.00), he being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That posession would be given upon the final ratification of the sale by the Court;

(b) That the purchaser would be entitled to receive all crops or any share thereof belonging to the said mortgagors now growing or to be grown on said tract or parcel of land during the current year 1937, if any;

(c) That all taxes of whatsoever kind and nature for the current year 1937 would be payable by the purchaser; and that all taxes due and in arrears, if any, would be payable by the Assignee;

(d) That the premium on the fire insurance policy on the buildings would be adjusted as of the day of sale; and that if there was no insurance the purchaser would be required to insure said buildings immediately after the sale; and

(e) That the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser, including revenue and recordation stamps and notary and recording fees, costs and charges, would be payable by the purchaser.

5. That the said purchaser, being the equitable owner of the proceeds of said sale, has agreed to pay all costs and expenses incident to said sale and such taxes that may be due and in arrears, if any, upon demand by the said Assignee.

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 June, 1937, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER
Clerk.

Filed June 23rd, 1937.

CERTIFICATE OF PUBLICATION OF SALE
Filed June 23, 1937.

ASSIGNEE'S SALE

of a valuable parcel of

LAND AND DWELLING

Default having occurred in the terms of the mortgage from Kenneth D. Ball and Naomi G. Ball, his wife, to John P. Tolson, dated April 3rd, 1935, and recorded in Liber W. H. C. No. 1-A, folios 167, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was assigned by the said John P. Tolson to William R. Horney by assignment dated May 20th, 1937, 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, JUNE 22, 1937 beginning at the hour of 2 o'clock P. M., the property conveyed by said mortgage, described as follows, to wit:

ALL that tract or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the east side of the state road leading from Stevensville to Matapeake Ferry, adjoining the property of the said John P. Tolson on the northeast and the Daniel Hopkins farm and the property of the said John P. Tolson on the south, containing according to a certificate of survey thereof, made on the 4th day of September, 1934, and on the 234d day of March, 1935, by William T. Henry, surveyor, 2.204 acres of land, more or less.

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

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 six and twelve months from date 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.

WILLIAM R. HORNEY, Attorney.
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. June 22, 1937

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. of Mortgage vs. Kenneth D. Ball and Naomi G. Ball, his wife, a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 27th day of May, 1937, being more than twenty days before the 22 day of June, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed June 23rd, 1937.

N I S I

William R. Horney, Assignee of Mortgage	)	IN THE CIRCUIT COURT
VS	)	FOR QUEEN ANNE'S COUNTY
Kenneth D. Ball and Naomi G. Ball, his wife Mortgagors	)	IN EQUITY
	)	CHANCERY NO. 3129/

ORDERED, This 23rd. day of June A. D., 1937, 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 August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of July next.

The Report states the amount of sales to be $700.00.

William H. Carter Clerk.

Filed June 23rd, 1937.

CERTIFICATE OF PUBLICATION OF ORDER
NISI ~~XXXXXXXXXXXXXXXXXXXX~~
Filed August 28, 1937.

N I S I

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
KENNETH D. BALL and
NAOMI G. BALL, his wife,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3129.

ORDERED, This 23rd day of June A. D., 1937, 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 August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of July next.

The Report states the amount of sales to be $700.00.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed June 23rd, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 28,1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage vs. Kenneth D. Hall and Naomi G. Ball, his wife, Mortgagors a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 24th day of July, 1937, being more than four weeks before the 26th day of July, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

STATEMENT OF MORTGAGE DEBT
Filed August 28, 1937.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
KENNETH D. BALL and NAOMI G. BALL, his wife, Mortgagors.	)	Cause No. 3129.

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage debt owing as of the day of sale under the mortgage from Kenneth D. Ball and Naomi G. Ball, his wife, to John P. Tolson, bearing date the 3rd day of April, 1935, and recorded in Liber W. H. C. No. 1-A, folios 167, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned unto the said William R. Horney for the purpose of collection by foreclosure or otherwise:

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit: - - - - - - $ 900.00

Amount of interest on said mortgage debt from the 1st day of April, 1936, (the date to which it was last paid), to the 22nd day of June, 1937, (the date of the sale of the real estate made and reported in this cause), to wit: - 66.15

Total amount of mortgage debt owing as of the day of sale, the said 22nd day of June, 1937, to wit: - - - - - - $ 966.15

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

I HEREBY CERTIFY that on this 28th day of August, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk.

Filed Aug. 28th, 1937.

ORDER OF COURT
Filed Sept. 3, 1937.

WILLIAM R. HORNEY, ASsignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
KENNETH D. BALL and NAOMI G. BALL, his wife, Mortgagors.	)	Cause No. 3129.

FINAL ORDER OF RATIFICATION

ORDERED, this third day of September, 1937, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by 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 September 3rd, 1937.

REPORT AND ACCOUNT OF THE
AUDITOR
Filed Nov. 27, 1937.

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

William R. Horney, Assignee of Mortgage,	(	
vs.	)	Cause No. 3129.
Kenneth D. Ball and Naomi G. Ball, 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 and conducted for the collection of a mortgage debt by foreclosure of the mortgage and sale of the mortgaged land and the proceeds of the sale set forth in this cause under said mortgage are not sufficient to pay the mortgage debt in full.

That in the within account William R. Horney, assignee of the mortgage and as such the party making the sale, is charged with the gross sale made by him and then there is allowed thereout by the within account as follows, to wit:
Unto the said vendor for his commissions for making the sale in accordance with the terms of the mortgage, the Court costs of this cause, the cost of advertising the notices of the sale and the several orders nisi of the cause, the cost of the bond filed by the vendor, and the charges of his auctioneer at the sale.
Unto the auditor his fee.
Unto William R. Horney as the assignee of the mortgage the proceeds of the sale reamining after the allowances above set forth on account of the debt due him as assignee under the mortgage on the day of the sale.

The auditor has stated an account attached herewith showing the balance due by the mortgagors under the moetgage unto the said assignee on the day of the sale on account of the mortgage indebtedness and after crediting the debt due prior to the sale with the net proceeds of the sale.

Which is respectfully submitted.

MADISON BROWN
Auditor.

November 27, 1937.

Cause No. 3129.

The proceeds of the sale of the mortgages real estate of Kenneth D. Ball and Naomi G. Ball, his wife, in account with William R. Horney, assignee of the mortgage filed in this cause and as such the vendor making the sale of this cause.

1937	CR.	
June 22	By amount of the gross sale of said real estate per report of sale filed, to wit:	$ 700.00
" "	DR.	
	To William R. Horney, the person making the sale, for his commissions for so doing, per report of sale filed, to wit:	$ 48.00

To do., for the court costs of this cause, per statement of costs of the Clerk of the Court, as follows, to wit:
Appear. fee of plaintiff's atty. $10.00
Costs of said Clerk, 18.75 — 28.75

To do., for the costs of his bond containing corporate surety filed in this cause, the sum of 10.00

To do., for the charges of J. E. Anthony as auctioneer at sale made, the sum of 10.00

To do., for the costs of advertising in county paper the notices of the sale so made, $33.75
and the order nisi on the sale, 5.00
total $38.75
per account for same exhibited, the sum of 38.75

To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

To Madison Brown, auditor, for stating this account, the sum of 9.00
$148.00

To William R. Horney, assignee of the mortgage mentioned, on account of the debt due him thereunder on the day of sale, this balance, to wit: 552.00
$700.00 — $700.00

November 27, 1937.

MADISON BROWN
Auditor.

Filed Nov. 27, 1937.

Cause No. 3129.

The proceeds of the sale of the mortgaged real estate of Kenneth D. Ball and Naomi G. Ball, his wife, in account with William R. Horney, assignee of the mortgage filed in this cause and as such the vendor making the sale of this cause.

STATEMENT OF DEBT
under Mortgage of
this cause.

Kenneth D. Ball and Naomi G. Ball, his wife, the parties making the mortgage described in this cause,
to
William R. Horney, assignee of said mortgage, DR.

1937
June
22 DR.

To amount due by them on this day of said sale, under the covenants of said mortgage to said assignee as the mortgage debt, per statement of mortgage debt filed, to wit: $966.15

" " CR.

By amount of the net sale distributed to said assignee by above account, to wit: 552.00

DR.

To balance now due said assignee with interest thereon from June 22, 1937 . . . . . $414.15

November 27, 1937.

MADISON BROWN
Auditor.

Filed Nov. 27th, 1937.

NISI RATIFICATION OF AUDIT

William R. Horney Assignee of Mortgage VS. Kenneth D. Ball and Naomi G. Ball, his wife Mortgagors.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE No. 3129.

ORDERED, This 27th day of November 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 24th day of December, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of December, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed Nov. 27th, 1937.

CERTIFICATE OF PUBLICATION OF
AUDIT NISI
Filed Dec. 28, 1937.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY
Assignee of Mortgage
vs.
KENNETH D. BALL and
NAOMI G. BALL, his wife
Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3129.

ORDERED, This 27th day of November 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 24th day of December, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of December, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
TEST:
WILLIAM H. CARTER, Clerk.
Filed Nov. 27th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 28, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage, vs. Kenneth D. Ball and Naomi G. Ball, his wife 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 2d day of December, 1937, being more than two weeks before the 17th day of December, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

CLERK'S CERTIFICATE

In the Circuit Court for Queen Anne's County In Equity Vs.	In the Circuit Court for Queen Anne's County, In Equity. Chy. No. 3129.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 27th day of Nov. 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 28th day of Nov. 1937.

WM. H. CARTER Clerk.

Seal's
Place.

ORDER OF COURT
Filed Jan. 14, 1938.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
KENNETH D. BALL and NAOMI G. BALL, his wife, Mortgagors.	)	Cause No. 3129.

FINAL RATIFICATION OF AUDIT

ORDERED this 13th day of January, 1938th by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said assignee.

THOMAS J. KEATING

Filed January 14th, 1938.

CAUSE NO. 3130.

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

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
SAMUEL CARROLL JOHNSON and AGNES B. JOHNSON, his wife, Mortgagors.	)	Cause No. 3130.

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 Samuel Carroll Johnson and Agnes B. Johnson, his wife, to Madison Brown, bearing date the 24th day of July, 1918, and recorded in Liber J. F. R. No. 1, folios 127, etc., a land record book for Queen Anne's County, State of Maryland, and of the assignments thereof by mesne assignments, unto William R. Horney, recorded at the foot of said mortgage.

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 at the time therein provided for the payment thereof.

WM. R. HORNEY
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE AND
ASSIGNMENTS
Filed May 25, 1937.

#6554. Queen Anne's County, to wit: Be it remembered that on the twenty-fifth day of July, in the year nineteen hundred and eighteen, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this twenty fourth day of July, in the year nineteen hundred and eighteen by Samuel Carroll Johnson and Agnes B. Johnson his wife, of Caroline County, in the State of Maryland, parties of the first part, and Madison Brown of Queen Annes County, in the State aforesaid, party of the second part, Whereas, the said Samuel Carroll Johnson and Agnes B. Johnson, his wife are jointly and severally indebted unto the said Madison in the full and just sum of four thousand dollars, which sum it is hereby agreed shall be paid unto the said Madison Brown at the expiration of three years from the first day of August, in the year nineteen hundred and eighteen, with interest from the last mentioned date at the rate of six percentum per annum, said interest, however to be paid and to fall due semi-annually from the last mentioned date; and

Whereas the said parties of the first part desire to secure the payment of said sum of money and the interest to accrue and to paid thereon as aforesaid in accordance with their agreement made by said Madison Brown at the time they become so indebted unto him.

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Samuel Carroll Johnson and Agnes B. Johnson, his wife, do hereby grant and convey unto the said Madison Brown, his heirs and assigns forever, fee simple, all that farm or tract of land called or known as The Mary E. Johnson Farm" "The Harry Johnson Farm", "Hackers Meadows" or by whatsoever name or name the same may be called or known, situate, lying, and being in the First Election District of Queen Anne's County, State of Maryland, on the right of the public road leading from Roesville, in Queen Anne's County, aforesaid, to Ingleside, and on the left of the public road leading from said road to Bridgetown in Caroline County adjoining the lands of the heirs of Josep E. Wilson the lands of William R. Wilson, and those of Albert Walls and containing one hundred and twenty three acres of land more or less; being the same land described in the deed to the said parties of the first part from Madison Brown, party of the first part and Delha D. Brown, his wife, bearing the same date as this Mortgage and intended to be filed for record among the land record books of Queen Anne's County aforesaid, simultaneously withe the filing of this Mortgage and so that the same may be recorded immediately to proceed the recording of this Mortgage, and by which deed the said parties of the first part acquired eight undivided fifteen parts in said land; being the same land des-

cribed in the deed to the said parties of the first part from Harry M. Johnson and Flora Johnson, his wife, by deed bearing date on the first day of July, in the year Nineteen Hundred and eighteen, and heretofore filed for record among among the land records of Queen Anne's County aforesaid, by which deed the said parties of the first part acquired seven undivided fifteen parts in said land. The sum secured by this Mortgage is the purchase money of the property purchase by the parties of the first part of the said Madison Brown under the deed to them from him hereinbefore mentioned, the delivery of said deed being made at the same time, this mortgage is given and delivered, it being a condition precedent of said sale that this mortgage should be given to secure the sum hereby secured and the interest accrued thereon.

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 Samuel Carroll Johnson and Agnes B. Johnson, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Madison Brown, his executors, administrators or assigns, the aforesaid sum of four thousand dollars when and as the same shall become due and payable, and, when and as the same shall become due and payable the interest to accrue and be paid 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 premises the said parties of the first part, the survivor of them, their, his or her heirs and assigns, shall possess said property. And the said Samuel Carroll Johnson and Agnes B. Johnson, jointly, severally, and for their and each of their heirs, executors, administrators and assigns, herebovenant 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 first 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 pf 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 11 moneys owing hereunder or secured hereby shall be due and demandable and the said Madison Brown, his executors, administrators or assigns, or Madison Brown, (aforesaid) as their hereby duly constituted Attorney for the purpose are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County 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 the day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said parties of their part, or whoever may be entitled to the same.

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

In Testimony Whereof, the said parties of the first part do hereunto set their names and affix their seals the day and year first hereinbefore written.

Test: J. Frank Lane

SAMUEL CARROLL JOHNSON (SEAL)

AGNES B. JOHNSON (SEAL)

State of Maryland, Caroline County, to wit:

I hereby certify that on this twenty fourth day of July, in the year nineteen hundred and eighteen before me, the subscriber, a Notary Public

of the State of Maryland in and for Caroline County aforesaid, duly commissioned and qualified according to law, personally appeared Samuel Carroll Johnson, and Agnes B. Johnson, his wife, and each did acknowledge the aforegoing mortgage to be their respective act.

In Testimony Whereof I do hereunto subscribe my name and affix my seal notarial the day and year first hereinbefore written.

J. Frank Lane Notary Public Seal

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

I hereby certify that on this 24th day of July in the year nineteen hundred and eighteen, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Madison Brown, the within named mortgagee, and he made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

M. McK. Tilghman
Justice of the Peace

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

For value received, I hereby assign and transfer the within and aforegoing mortgage unto Sallie B. Jump, Guardian Guardian for Elizabeth Barton Jump, Francis Jump and Harold Jump.

Witness my hand and seal this 24th day of July, Nineteen hundred and Eighteen.

Test: G. C. Whiteley Madison Brown (SEAL)

Queen Anne's County, to wit: Be it remembered that on the Nineteenth day of May, in the year 1919, the following Assignment was was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing Mortgage unto Sallie B. Jump and Madison Brown, the Guardian of Elizabeth Barton Jump, Francis Jump and Harold Jump, Infants children of George L. Jump, deceased.

Test: Della D. Brown SALLIE B. JUMP (SEAL)

Sam'l Carroll Johnson, and wife, To Madison Brown	Mortg. dated July 24, 1918 and recorded in Liber J. F. R. No. 1, folio 127 etc., a Land Record Book for Queen Anne's Co.

Queen Annes County, to wit: Be it remembered that on the sixth day of January in the year 1933, the following Assignments were brought to be recorded, to wit:

For value received, the undersigned, do hereby assign and transfer the within and aforegoing mortgage and all our respective rights, title, interest and estates therein unto Madison Brown, Guardian of Harold Jump, 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. Ely (SEAL)
formerly Elizabeth Barton Jump

George Francis Jump (SEAL)
also called Francis Jump

Test: H. Eley

Madison Brown as (SEAL)
Guardian of Elizabeth Barton Jump
and as Guardian of Francis Jump

I hereby assign this mortgage unto Harold Jump now of full age. Sallie B. Jump was removed as Guardian on October 14, 1930, by the Orphans Court of Queen Anne's County. The mortgagors have reduced the

original mortgage debt by payments of two thousand dollars to a principal debt of two thousand dollars.

Witness my hand and seal this 6th day of January, nineteen hundred and thirty-three.

Test: Francis Butler Madison Brown (SEAL)
Guardian of Harold Jump

Queen Annes County, to wit: Be it remembered that on the 25th day of May, in the year 1937 the following Assignment was filed for record, to wit:

For value received, I Harold Jump, do hereby transfer and assign the within and aforegoing Mortgage unto William R. Horney, for the purpose of foreclosure or otherwise.

Witness my hand and seal this 22nd day of May 1937.

Test: H. B. Seward Harold M. Jump (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from Libers J. F. R. Nos. 1- folios 127 &c., J. F. R. No. 2, folios 569 &c., Land Record Books for Queen Annes County.

Seal's Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th day of May-A.D. 1937.

WILLIAM H. CARTER, Clerk

CERTIFIED COPY OF BOND
Filed June 21, 1937.

Queen Annes County, to wit: Be it remembered that on the twenty first day of June, in the year Nineteen Hundred and thirty seven, the following Bond was filed for record, to wit:

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

Know all men by these presents, that we, William R. Horney of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authoirzed 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 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 and dated this 21st day of June, 1937.

Whereas, a certain mortgage from Samuel Carroll Johnson and Agnes B. Johnson, his wife, to Madison Brown, bearing date the 24th day of July, 1918 and recorded in Liber J. F. R. No. 1, folios 127, etc., a land record book for Queen Qnne's County aforesaid, has been by mense assignments duly assigned unto the said William R. Horney, which said assignments duly assigned unto the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage.

And whereas, the above bounden William R. Horney 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 covenanted to be paid by the terms of said mortgage at the time 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: Wm. R. Horney (SEAL)

Signed, sealed and delivered in the presence of: United States Fidelity and Guaranty Company.

HILDA T. SEWARD

by Wm. R. Horney
Its Attorney-in-fact.

Corporate Seals Place.

Attest: Hilda T. Seward

Filed June 21st, 1937.

On the back of the aforegoing Bond was thus endorsed, to wit:

Bond with security approved and Bond Filed June 21st, 1934.

William H. Carter, Clerk

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folio 53, a Bond Record Book for Queen Annes 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 June, in the year Nineteen Hundred and thirty seven, 1937.

Seal's Place

WM. H. CARTER, Clerk Circuit Court for Queen Anne's County.

REPORT OF SALE
Filed June 23, 1937.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. SAMUEL CARROLL JOHNSON and AGNES B. JOHNSON, his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3130.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage from Samuel Carroll Johnson and Agnes B. Johnson, his wife, to Madison Brown, bearing date the 24th day of July, 1918, and recorded in Liber J. F. R. No. 1, folios 127, etc., a land record book for Queen Anne's County, State of Maryland, respectfully shows:

1. That said mortgage was, by mesne assignments, duly assigned unto the said William R. Horney for the purpose of collection by foreclosure or otherwise, said assignments being recorded among said land records at the foot of said mortgage.

2. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage at the time therein provided for the payment thereof.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee 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 22nd day of June, 1937, 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, proceed to offer the mortgaged property for sale in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

ALL that farm or tract of land, called or known as "The Mary E. Johnson Farm", "The Harry Johnson Farm", "Hacker's Meadows", or by whatsoever name or names the same may be otherwise called or known, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right of the public road leading from Roesville to Ingleside and on the left of the public

road leading from said road to Bridgetown in Caroline County, adjoining the lands of the heirs of Joseph W. Wilson, the lands of William R. Wilson and those of Albert Walls, and containing 123 acres of land, more or less.

And said Assignee sold the above described property to W. Leonard Walls and Pearle S. Walls, his wife, of Queen Anne's County aforesaid, as tenants by the entireties, at and for the sum of Twenty One Hundred Dollars ($2,100.00), they being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession, subject to the rights of the present tenant for the remainder of the current year 1937, would be given upon the ratification of the sale by the Court; and that notice to quit, if full possession was desired on January 1st, 1938, should be given by the purchaser;

(b) That the purchaser would be entitled to receive all of the landlord's share of the crops now growing or to be grown on said farm during the current year 1937, except the wheat crop which was one-half cut at the hour of sale according to information furnished by the said W. Leonard Walls, of which said crop the purchaser would be entitled to receive the landlord's share of that part thereof which remained uncut at the hour of sale:

(c) That all taxes of whatsoever kind and nature for the current year 1937 would be payable by the purchaser; and that all taxes due and in arrears, if any, would be payable by the Assignee;

(d) That the premium on the fire insurance policy on the buildings would be adjusted as of the day of sale; and

(e) That the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser, including revenue and recordation stamps and notary and recording fees, costs and charges, would be payable by the purchaser.

4. That the said purchasers have complied with the terms of sale by paying unto the said Assignee the sum of One Thousand Dollars ($1,000.00) and by delivering to said Assignee their agreement in writing to pay the balance of the purchase money upon the final ratification of the sale by this Court.

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 June, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said aforegoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER
Clerk

Filed June 23rd, 1937.

CERTIFICATE OF PUBLICATION OF SALE
Filed June 23, 1937.

ASSIGNEE'S SALE
of a valuable
FARM

Default having occurred in the terms of the mortgage from Samuel Carroll Johnson and Agnes B. Johnson, his wife, to Madison Brown, dated July 24th, 1918, and recorded in Liber J. F. R. No. 1, folios 127, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by mesne assignments, duly assigned unto William R. Horney, who, 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

22, 1937 beginning at the hour of 1:30 o'clock P. M., the property conveyed by said mortgage, to wit:

ALL that farm or tract of land, called or known as "The Mary E. Johnson Farm", "The Harry Johnson Farm", "Hacker's Meadows", or by whatsoever name or names the same may be otherwise called or known, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right of the public road leading from Roesville to Ingleside and on the left of the public road leading from said road to Bridgetown in Caroline County, adjoining the lands of the heirs of Joseph E. Wilson, the lands of William R. Wilson, and those of Albert Walls, and containing 123 acres of land, more or less.

The improvements consist of a dwelling, barn and other outbuildings in good condition.

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 six and twelve months from date 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.

William R. Horney, Attorney,
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 22, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. of Mortgage vs. Samuel Carroll Johnson and Agnes B. Johnson a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 27th day of May, 1937, being more than twenty days before the 22d. day of June, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed June 23rd, 1937.

N I S I

William R. Horney, Assignee of Mortgage	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Samuel Carroll Johnson and Agnes B. Johnson, his wife, Mortgagors.	)	IN EQUITY CHANCERY NO. 3130

ORDERED, This 23rd day of June A. D., 1937, 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 August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th. day of July next.

The Report states the amount of sales to be $2100.00.

WILLIAM H. CARTER Clerk

Filed June 23, 1937.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Aug. 28, 1937.

N I S I

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
Samuel Carroll Johnson and
Agnes B. Johnson, his wife,
Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3130

ORDERED, This 23rd day of June A. D., 1937, 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 August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of July next.

The Report states the amount of sales to be $2100.00.

WILLIAM H. CARTER, Clerk

True Copy-
Test:

WILLIAM H. CARTER, Clerk

Filed June 23rd, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 28, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assn. vs. Samuel Carroll Johnson, and Agnes B. Johnson, his wife, Mgrs. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 24th day of June, 1937, being more than four weeks before the 26th day of July, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

STATEMENT OF MORTGAGE DEBT.
Filed August 28, 1937.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
SAMUEL CARROLL JOHNSON and AGNES B. JOHNSON, his wife, Mortgagors.	)	Cause No. 3130.

STATEMENT OF MORTGAGE DEBT

STATEMENT of the mortgage debt owing as of the day of sale under the mortgage from Samuel Carroll Johnson and Agnes B. Johnson, his wife, to Madison Brown, bearing date the 24th day of July, 1918, and recorded in Liber J. F. R. No. 1, folios 127, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was, by mesne assignments, duly assigned unto the said William R. Horney for the purpose of collection by foreclosure or otherwise:

Amount of the balance due on the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit:---------- $ 2,000.00

Amount of interest on said mortgage debt from the 24th day of January, 1937, (the date to which it was last paid), to the 22nd day of June, 1937, (the date of the sale of the real estate made and reported in this cause), to wit:---------- 49.33

Total amount of mortgage debt owing as of the day of sale, the said 22nd day of June, 1937, to wit:--------$ 2,049.33

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

I HEREBY CERTIFY that on this 28th day of August, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath, in due form of law, that the aforegoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk

Filed Aug. 28th, 1937.

CERTIFIED COPY OF ORDER
OF ORPHANS COURT
Filed Sept. 3, 1937.

The aforegoing petition and certificate thereunto attached have been read and considered by the court.

It is thereupon on this 14th day ofOctober in the year nineteen hundred and thirty by the Orphans' Court of Queen Anne's County and by the authority of this Court adjudged, ordered and decreed as follows:

That Sallie B. Jump be and she is hereby removed as guardian of Francis Jump and Harold Jump, wards named above;
That her guardianship of said wards be and the same is hereby revoked;
That Madison Brown as remaining guardian shall have and is hereby given full power, authority and direction to perform the duties of guardian of said wards in the same manner and as fully as if he had always been sole guardian of said wards and the said Sallie B. Jump had never been appointed guardian of them but alwasy subject to the supervision and orders of this court;
That the said Madison Brown shall have full power and authority and he is hereby given the same to collect and receive all sums of money,both principal and interest, due and to become due under any mortgage standing in the joint names of Sallie B. Jump and Madison Brown, guardians of Elizabeth Jump, Francis Jump and Harold Jump or standing in the name of Sallie B. Jump and Madison Brown, guardians of Francis Jump and Harold Jump, and to release the same as sole and/or remaining guardian in the same manner and as fully and effectually as if said mortgages had stood in the name of Madison Brown as guardian of said wards and not in the joint names of Sallie B. Jump and Madison Brown as guardians.
That a separate order will be passed as to each bank account standing in the joint names of said guardians.

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

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 the aforegoing order passed on the 14th day of October, 1930, in the matter of the guardianship of Elizabeth B. Jump, Francis Jump and Harold Jump, infants, is truly taken and copied from the original order which remains on file and of record in my office and is recorded in Liber W. T. B. #3, folio 388, etc., a Record Book of Petitions and Orders in the Orphans' Court of Queen Anne's County.

In Testimony Whereof I hereunto set my hand and affix the seal of my office on this 3rd day of September, 1937.

Seal's
Place.

NORMAN S. DUDLEY
Register of Wills.

ORDER OF COURT
Filed Sept. 3, 1937.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
VS.	)	
SAMUEL CARROLL JOHNSON and AGNES B. JOHNSON, his wife, Mortgagors.	)	Cause No. 3130.

FINAL ORDER OF RATIFICATION

ORDERED, this third day of September, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by William R. Horney, Assignee of Mortgage, and reported in this cause, be and the same is hereby finally ratified and confirmed, no cause to thecontrary 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 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.

THOS. J. KEATING

Filed Sept. 3, 1937.

REPORT AND ACCOUNT OF THE
AUDITOR
Filed October 20, 1937.

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

William R. Horney, assignee of the mortgage,	)	
vs.	)	Cause No. 3130.
Samuel Carroll Johnson, Agnes B. Johnson, his wife,	)	

To the Honorable, the Judges of said Court:

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

That these proceedings were instituted for the collection of a mortgage debt by forechosure of the mortgage mentioned in this cause and the proceeds of sale are not sufficient to pay the costs of the sale and the mortgage debt in full.

That in the within account stated by the auditor William R. Horney, the party making the sale reported in this cause, is charged with the amount of the sale made by him per his report and then thereout the auditor has allowed as follows, to wit:
Unto the said William R. Horney for his commissions for making the sale per terms of the mortgage, the court costs of the cause, the costs of advertising notices of the sale and the several orders nisi of the cause, cost of his bond, the charges of his auctioneer.
Unto the auditor his fee for stating the audit.
Unto William R. Horney as the assignee of the mortgage the net proceeds of the sale being the amount charged as above set forth less the allowances above mentioned.

The auditor has stated a second account which shows the balance of the mortgage debt due by the mortgagors as of the day of sale and after the application to the debt due on the day of sale of the net proceeds of sale mentioned above.

Which is respectfully submitted.

MADISON BROWN
Auditor.

October 20, 1937.

Cause No. 3130.

The proceeds of the sale of the mortgaged real estate of Samuel Carroll Johnson and Agnes B. Johnson, his wife, the mortgagors making the mortgage under which the sale of this cause was made, in account with William R. Horney, assignee of said mortgage and as such the person making the sale described in the proceedings of this cause.

1937	CR.	
June 22	By gross amount of proceeds of sale made this date per report of salefiled, to wit:	$2,100.00

1937	DR.		
June 22	To William R. Horney, party making said sale, for his commissions for so doing, per terms of the mortgage, to wit: the sum of		$127.00
	To do., for the court costs of this cause as set out in Clerk's statement of costs exhibited, to wit:		
	Cost of Wm. H. Carter, clerk,	$19.75	
	Appear. fee of Wm. R. Horney,	10.00	
	Costs of Register of Wills,	.75	30.50
	To do., for costs of his bond with corporate surety thereon filed herein, to be paid said surety, the sum of		10.00
	To do., for the charge of J. E. Anthony, auctioneer, for crying the sale made, to wit: the sum of . .		15.00

To do., for thecosts of advertising in the county paper, notices of sale . . . . . $33.75 order nisi thereon... . . . 5.00 per account for same exhibited, ... $38.75		38.75	
To do., for the cost of advertising the order nisi to be passed as to this account, the sum of		3.50	
To Madison Brown, auditor, for stating this account, the sum of		9.00	
To William R. Horney, assignee of the mortgage, on account of the mortgage debt due on the day of sale, this balance which is not sufficient to pay said debt, to wit:the sum of		1,866.25	
		$2,100.00	$2,100.00

October 29th, 1937.

MADISON BROWN
Auditor.

STATEMENT OF DEBT.

Samuel Carroll Johnson and Agnes B. Johnson, his wife,
as mortgagors making the mortgage of said cause,
to
William R. Horney, as assignee of
said mortgage, DR.

1937 June 22	DR. To amount of mortgage debt due this day (day of sale) per statement of mortgage debt filed, ...	$2,049.33
	CR.	
" "	By net proceeds of sale of this cause distributed to said assignee by above account, to wit:	1,866.25
	DR.	
" "	To balance due by them to him with interest from June 22, 1937	$ 183.08

October 20th, 1937.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of mortgage,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
Samuel Carroll Johnson, Agnes B. Johnson, his wife.	CASE No. 3130.

ORDERED, This 20th day of October 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 13th day of November, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of November, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

Filed October 20th, 1937.

CERTIFICATE OF NISI RATIFICATION
OF AUDIT
Filed Nov. 13, 1937

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
SAMUEL CARROLL JOHNSON
AGNES B. JOHNSON, his wife

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3130

ORDERED, This 20th day of October 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 13th day of November, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of November, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed October 20th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 13 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee vs. Samuel Carroll Johnson Agnes B. Johnson, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 21st day of October 1937, being more than two weeks before the fifth day of November 1937.

THE QUEEN ANNE'S RECORD and OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

Clerk's Certificate

Wm. R. Horney, Assignee	In the Circuit Court
VS	for
Samuel Carroll and Agnes B. Johnson, his wife.	Queen Anne's County, in Equity. Chy. No. 3130.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 20th day of October, 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 13th of Nov. 1937.

Seal's
Place.

WM. H. CARTER Clerk

ORDER OF COURT
Filed Nov. 19, 1937.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. SAMUEL CARROL JOHNSON, AGNES B. JOHNSON, his wife.	)))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3130.

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of November, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Assignee, 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.

J. OWEN KNOTTS
JUDGE

Filed Nov. 19th, 1937.

CAUSE No. 3137.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifteenth day of June, in the year Nineteen Hundred and Thirty Eight, the following Order to Docket Suit was filed for record, to wit:-

MADISON BROWN, Assignee,	(	In the Circuit Court for Queen
	)	
	(	Anne's County, in Equity.
vs.	)	
	(	
THOMAS D. MERRICK, Widower.	)	Cause No. Chancery.
	(	
	)	
	(	

To William H. Carter, Clerk:-

Docket suit forthwith in accordance with the above titling. File in the papers of the case a copy of the mortgage from Thomas D. Merrick, defendant, to the Land Bank Commissioner dated January 12, 1934 and recorded in Liber B. H. T. No. 17, folio 219, a land record book of your county.

Filed also in the papers of the suit a certified copy of the Assignment of said mortgage made by the Federal Farm Mortgage Corporation to Madison Brown dated June 4, 1937 and recorded in your office in land record book W. H. C. No. 5A, folio 104.

Enter the appearance of Thomas M. Harrington and Madison Brown as solicitors for the above named plaintiff.

THOMAS M. HARRINGTON

MADISON BROWN

Filed June 15th, 1937.

CERTIFIED COPY OF MORTGAGE
Filed June 15, 1937.

::

#16,453. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twentieth day of January, in the year nineteen hundred and thirty four, the following Mortgage was brought to be recorded, to wit:-

MARYLAND

AMORTIZATION MORTGAGE

THIS MORTGAGE, made the TWELFTH day of JANUARY in the year nineteen hundred and THIRTY FOUR, by and between THOMAS D. MERRICK, a widower of the County of QUEEN ANNE'S, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "Mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, state of Maryland, acting pursuant to Part 3 of the Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933", hereinafter called "Commissioner", party of the second part,

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Commissioner in the principal sum of $1100.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated January 2, 1934, for said principal sum of $1100.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the FIRST day of JULY and JANUARY in each year, said principal sum being payable on an amortization plan and in NINETEEN equal successive semi-annual instalments of $55.00 each, the first such instalment being payable on the FIRST day of JULY, 1937, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $55.00 payable on the First day of JANUARY, 1947, unless the debt be sooner paid or matured; and the better to secure the payment of said principal sum and interest in the manner and at the time above set out, this mortgage is executed and delivered;

NOW THEREFORE, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns,

All those two certain tracts or parcels of land situate in Second Election District, Queen Anne's County, State of Maryland, containing in the aggregate three hundred thirty-five (335) acres, one (1) rood and twenty-four (24) poles, and more fully described in a mortgage from Thomas D. Merrick to The Federal Land Bank of Baltimore, dated January 12, 1934 and recorded among the Land Records of said County immediate prior hereto, which description is hereby referred to and made a part hereof as though textually incorporated herein.

BEING the same lot or ground alloted to the said Thomas D. Merrick, in the name of T. Dudley Merrick by certain proceedings in the Circuit Court of Queen Anne's County in a cause there intending wherein James Merrick, Jr. was plaintiff and Sallie E. Merrick and others were defendants in Equity case No. 656, which allotment was finally ratified by the court on the 25th day of January, 1883, and recorded among the Land Records of Maryland in S. C. D. Book 2, page 370.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior mortgage dated the 12th day of January, 1934, in favor of The Federal Land Bank of Baltimore and on this day owned by The Federal Land Bank of Baltimore and recorded among the Land Records of Queen Anne's County, Maryland, in Liber No. ---, Folio,----, which said mortgage is a lien on the property hereby conveyed.

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurances thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; and that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee caluse providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebted___ secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the

failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessment, judgments or other amounts and/or may effect and/or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amou ts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed, are true, and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commissioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said commissioner and, upon his failure so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives, and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses, incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed

between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforesaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hand and seal of the said Mortgagor.

TESTE: THOMAS D. MERRICK (SEAL)

MARY A. PENNINGTON

STATE OF MARYLAND,

KENT COUNTY, to wit:

I hereby certify that on this 20th day of January, in the year one thousand nine hundred and THIRTY FOUR, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared THOMAS D. MERRICK, a widower and acknowledged the foregoing mortgage to be his act; and that at the same time appeared THOMAS D. BOWERS 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.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above written.

MARY A. PENNINGTON
Notary Public.

Notary
Public
Seal.

My commission expires May 1935.

Assignment of Mortgage to Madison Brown for purpose of foreclosure is recorded in Liber W. H. C. No. 5A, folio 104, a Land Record Book for Queen Anne's County.

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. 17, folios 219, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Fifteenth day of June, in the year nineteen hundred and thirty seven.

Seal's
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF ASSIGNMENT
Filed June 15, 1937.

::
#18,356. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Eighth day of June, in the year nineteen hundred and thirty seven, the following Assignment of Mortgage was brought to be recorded, to wit:-

THIS ASSIGNMENT OF MORTGAGE, made this 4th day of June, 1937, by the Federal Farm Mortgage Corporation, a body corporate, party of the first part, and Madison Brown, Assignee for the purpose of foreclosure and collection, party of the second part.

WHEREAS, by mortgage dated January 12, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 17, folio 219, Thomas D. Merrick, widower, granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an act of Congress of the United States known as the Emergency Farm Mortgage Act of 1933, all those two certain tracts of land situate in Second Election District, Queen Anne's County, Maryland, containing in the aggregate 335 acres, 1 rood and 24 poles, more or less, to secure the payment of a debt for the sum of $1100.00.

WHEREAS, under the terms and conditions of the Act of Congress of the United States of America known as the Federal Farm Mortgage Corporation Act approved January 31, 1934, (U.S. C. Tittle 12, Section 1020-B) the said mortgage and note were transferred to the Federal Farm Mortgage Corporation, and

WHEREAS, the said Thomas D. Merrick, widower, has defaulted under the terms and conditions of the said mortgage, and the said the Federal Farm Mortgage Corporation, a body corporate, as owner of said mortgage debt and amortization note secured thereby has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to Madison Brown, Assignee for the purpose of foreclosure and collection.

NOW, THEREFORE, in consideration of the premises and the sum of $1.00, the receipt whereof is hereby acknowledged, the said Federal Farm Mortgage Corporation, a body corporate, doth grant and assign unto the said Madison Brown, Assignee for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by the said Thomas D. Merrick, widower, to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

IN WITNESS WHEREOF, the Federal Farm Mortgage Corporation has caused these presents to be executed on its behalf by Luther E. Rogers, its Vice-President, and its corporate seal to be hereunto affixed by L. R. Ritchie, its Assistant-Secretary.

Corporate
Seal's
Place

THE FEDERAL FARM MORTGAGE CORPORATION
a body corporate,

BY: LUTHER E. ROGERS
Vice-President.

ATTEST:

L. R. RITCHIE
Assistant-Secretary

STATE OF MARYLAND
SS.
CITY OF BALTIMORE

I hereby certify that on this 4th day of June, 1937, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Luther E. Rogers, Vice-President of the Federal Farm Mortgage Corporation, a body corporate, and acknowledged the aforegoing Assignment of Mortgage to be the act of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal the day and year first above written.

MARY F. HOUSE
Notary Public.

My commission expires May 1, 1939

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 5A, folios 104, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Fifteenth day of June, in the year nineteen hundred and thirty seven.

Seal's Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND
Filed July 24, 1937.

Queen Anne's County, to wit: Be it remembered that on the 24th day of June, in the year Nineteen Hundred and thirty-seven, the following Bond was filed for record, to wit:

Know all men by these Presents, that we, Madison Brown of Queen Anne's County in the State of Maryland, and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York with due authority in law to become the sole surety on the bonds of the trustees are held and firmly bound unto the State of Maryland in the full sum of Nineteen 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, 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 seven, Whereas by a mortgage dated the 12th of January, 1934 and duly recorded among the Land Record Books of Queen Anne's County aforesaid, in Liber B. H. T. No. 17 folio 219, Thomas D. Merrick widower, granted and conveyed certain tracts of land in said mortgage described unto the Land Bank Commissioner to secure the payment of the debt in said Mortgage specified according to the terms of the promissory note in said Mortgage described given for said debt.

Whereas under the terms and conditions of the act the United States of America known as Federal Farm Mortgage Corporation Act approved January 31, 1934 (U.S.C. Title 12, Section 1020B) the said mortgage and note were transferred to the Federal Farm Corporation. Whereas the said mortgage contains a power of sale of the real estate conveyed by said mortgage to be exercised by the said mortgage and or by its assigns in case the said Thomas D. Merrick should commit default in the terms and conditions of said mortgage.

Whereas, the said Thomas D. Merrick has defaulted in the terms and conditions of said mortgage by reason of the non payment of certain instalments of said promissory note at the time named in said mortgage and note for the payment of said instalments which are now over due and unpaid, as well as by reason of other defaults in said mortgage made by him, and the said assignee elected to avail itself of the remedies provided in case of such default by said mortgage and has to that end duly assigned said mortgage by Deed of assignment duly recorded unto the said Madison Brown for purposes of foreclosure and collection. Whereas the said mortgaged property under said power of sale because of the defaults.

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

Madison Brown (SEAL)

Signed, sealed and delivered in the presence of:

Frances Butler

American Surety Company of New York by Madison Brown Its Attorney in Fact.

Corporate Seal's Place.

On the back of the aforegoing Bond was thus endorsed to wit:

Security approved and Bond filed June 24th, 1937.

WM. H. CARTER, Clerk

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the aforegoing is truly taken and copied from Liber W. H. C. No. 1-folio 56 &c., a Land Record Book for Queen Anne's

County.

Seal's place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 24th day of June A. D., 1937.

William H. Carter
Clerk Circuit Court for Queen Anne's County.

STATEMENT OF MORTGAGE CLAIM
Filed July 6, 1937.

MADISON BROWN, Assignee	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
THOMAS D. MERRICK, widower.	:	(SITTING IN EQUITY)
	:	
		No. CHANCERY

- - - - -

STATEMENT OF MORTGAGE CLAIM of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned by it and executed by Thomas D. Merrick, widower, dated January 12, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 17, folio 219:

Principal Amount of Mortgage		$1100.00
Interest at 5% from 10/19/35 to 7/20/37		97.02
		$1197.02
Less credit	$ .93	
Interest from 6/1/36 to 7/20/37..	.05	.98
TOTAL		$1196.04

STATE OF MARYLAND

CITY OF BALTIMORE, to wit:

I hereby certify that on this 30th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Luther E. Rogers, Vice-President of the Federal Farm Mortgage Corporation, aforesaid, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation on its mortgage claim described above and that it has not received any security or satisfaction thereof whatsoever.

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

NELLIE EISINGER
Notary Public.

My commission expires 5/1/39

Notary Public Seal.

Filed July 6th, 1937.

REPORT OF SALE
Filed July 21, 1937.

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

Madison Brown, Assignee,	(	
vs.	) (	Cause No. 3137.
Thomas D. Merrick, Widower.	) (	
	)	

To the Honorable, the Judges of said Court:

The report of Madison Brown, assignee, plaintiff of above cause, unto Your Honors respectfully sets forth:-

1. That one Thomas D. Merrick by a mortgage bearing date January 12, 1934, made to secure the payment of the debt therein specified in the manner and at the times therein set forth, did convey certain land therein specified and hereinaftermentioned and dewcribed unto the Land Bank Commissioner, a corporation created by the Act of the Congress of the United States of America known as "Emergency Farm Mortgage Act of 1933". This mortgage became recorded among the land record books of Queen Anne's County aforesaid in Liber B. H. T. No. 17, on folios 219 etc.

2. That under the terms and conditions of the Act of Congress of the United States of America known as "The Federal Farm Mortgage Corporation Act approved January 31, 1934" (U.S.C. Title 12, Section 1020-B) the aforesaid mortgage and the debt secured thereby were transferred unto the Federal Farm Mortgage Corporation and this last mentioned corporation by Deed of Assignment of Mortgage dated June 4, 1937, did assign the above described mortgage unto the plaintiff of this cause, the said Madison Brown who will call himself hereinafter as your assignee, for the purpose of foreclosure and collection. This Deed of Assignment was duly recorded among the land record books of Queen Anne's County aforesaid in Liber W. H. C. No. 5A, on folio 104 etc. The mortgage above described will be hereinafter referred to as "The Land Bank Commissioner's Mortgage", and a certified copy of the same and a certified copy of the said Deed of Assignment have been filed in the proceedings of this cause to become part of the same.

3. That the said "Land Bank Commissioner's Mortgage" was as will appear by reference thereto subject to a mortgage dated January 12, 1934, given by Thomas D. Merrick to The Federal Land Bank of Baltimore to secure the payment of $4900.00 with certain interest at the times and in the manner in said mortgage provided, and this mortgage became duly recorded among the land record books of said county in the same land record book above referred to.
This mortgage will hereinafter be referred to as "Federal Land Bank Mortgage".

4. That prior to the date of the sale hereinafter mentioned defaults were made in the terms and conditions of the said "Land Bank Commissioner's Mortgage" by reason of the non-payment of those instalments of principal and interest of the mortgage required by the terms of said mortgage to be paid on the following dates, to wit:
on April 10, 1936,
on October 10, 1936,
on April 10, 1937.

5. That prior to the date of the sale hereinafter mentioned your assignee filed with the Clerk of the Circuit Court that bond of him required by law to be filed as a condition precedent to the exercise of the power of sale contained in the "Land Bank Commissioner's Mortgage".

6. That prior to the date of the sale hereinafter mentioned your assignee gave notice of the time, place, manner and terms of the sale hereinafter mentioned by advertisement of said notice in the Queen Anne's Record-Observer, a newspaper published each week in said Queen Anne's County (the County where the land conveyed by the Land Bank Commissioner's Mortgage lines) for more than twenty days prior to the date of said sale.
A copy of said advertisement of sale, with a certificate of the publisher of said newspaper as to its advertisement attached, is filed with this report as part hereof.

7. That pursuant to the said advertisement or notice of sale your assignee did attend in the town of Centreville, Queen Anne's County, Maryland, in front of the Court House door on Tuesday, July 20, 1937, at the hour of 2 o'clock, P. M., and then and there proceeded to make sale of the land conveyed by the said " Land Bank Commissioner's Mortgage" in the following manner, to wit:

(1) Your assignee had his auctioneer, J. E. Anthony, to announce and call the sale in the usual manner.
(2) Your assignee then read the advertisement of the sale.
(3) Your assignee then announced that the mortgaged land would be sold under the following terms in addition to the advertised terms of sale.
(4) That the land would be sold subject to the "Federal Land Bank Mortgage", the purchaser to assume the payment of same.
(5) That there was at this date due by said Mortgage the principal debt of $4900.00 with interest in arrears of this date (Uly 20th) of 267.07
(6) That the purchaser would be allowed a reasonable time after the ratificatio of the sale of this date in which to pay the interest in arrear.
(7) That the Federal Land Bank Mortgage upon the payment of said interest and on the application of the purchaser would be restored or re-instated under the terms thereof to be yet fulfilled.
(8) That the mortgaged land would be sold clear of the rights of the present tenants to retain or rent the same after January 1, 1938.
(9) That the purchaser would be entitled to full possession of the land sold on January 1st, next, and in the meantime would have all the rights usually accorded to incoming tenants, including preparation of land for seeding crops and for the seeding of crops.
(10) That the purchaser would be entitled to the landlord's shares of present growing crops to be delivered by the present tenants who would be entitled to the tenants' share of present growing crops.

8. That after making the announcements of the terms above set forth your assignee, through the medium of his auctioneer, offered the mortgaged land on terms above set forth at public auction to the highest bidder and then and there sold the same to Federal Farm Mortgage Corporation, same being then and there the highest bidder therefor at and for the sum of Five hundred dollars.

9. That prior to the actual offering, your assignee announced that the amount of the

state and county taxes of the current year had been ascertained and had been apportioned for the year as of July 20, 1937, that the vendor would pay thereof $58.82 and the purchaser would be required to pay thereof $47.99.

10. That the land which was sold as above set forth consists of two several tracts or lots of land containing in the aggregate 335½ acres of land, more or less,
the first of said tracts consists of a farm situate in the Second Election District of Queen Anne's County, State of Maryland on the east side of the public road leading from Church Hill to Barclay known as "Refuge" and adjoins the land of the late Benjamin L. Coppage and the land of the late Edwin S. Valliant. This tract of land is better known as the present time as "The Thomas D. Merrick Farm" and is that tract of land described by metes and bounds, courses and distances in the first place in the mortgage to the Federal Land Bank as above recited.

The second of said tracts is a farm located on the road from Ingleside to Church Hill adjoining the lands of C. P. Merrick and was formerly known as the "Kinsey Sparks Farm". It is at present better known as the "Thomas D. Merrick Farm" and is that tract of land described in the second place in the mortgage called as aforesaid the Federal Land Bank mortgage.

Total Sales $500.00.

Which is respectfully submitted.

MADISON BROWN
Assignee.

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

I HEREBY CERTIFY that on this 21st. day of July in the year nineteen hundred and thirty seven before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, above named assignee, and he did make oath in due form of law that the matters and things stated in the within and aforegoing Report of Sale are true as therein set forth and that the sale was fairly made 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.

FRANCES BUTLER
NOTARY PUBLIC.

Filed July 12st, 1937.

CERTIFICATE OF PUBLICATION OF SALE
Filed July 21, 1937.

Thomas M. Harrington and Madison Brown
Solicitors

ASSIGNEE'S SALE
of Valuable

FARM PROPERTY

Under and by virtue of the Power of Sale contained in a mortgage from Thomas D. Merrick, widower, dated January 12, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 17, folio 219, which said mortgage was duly assigned to the undersigned Assignee for the purpose of foreclosure and collection, default having occurred therein, the said undersigned Assignee will offer for sale at public auction to the highest bidder in front of the Court House in Centreville, Queen Anne's County, Maryland, on Tuesday, July 20th, 1937, At 2 o'clock, P. M.

All that farm property consisting of two tracts of land, both situate in the Second Election District of Queen Anne's County, Maryland, and containing in the aggregate 335½ acres, more or less, the first of said tracts containing 179 3/4 acres, more or less, being located three miles east of Church Hill on the right of the public road leading from Church Hill to Barclay or Merrickton, known as "Refuge", and adjoining lands of late Benjamin L. Coppage and Edwin S. Valliant. This tract is improved by a one and one-half story frame dwelling, barn and other outbuildings. There are 100 acres suitable for cultivation, 15 acres pasture land and the balance woodland.

The second of said tracts containing 155 1/2 acres, more or less, is located one mile west from Ingleside on the State Road leading from Ingleside to Church Hill, adjoining the lands of C. P. Merrick, C. H. J. Merrick, and Beatty lands, and is commonly known as the "Kinsey Sparks" farm. The improvements consist of a one and one-half story frame dwelling, barn and other outbuildings. There are 90 acres suitable for cultivation and the balance woodland.

For more particular description of both lots reference is made to the Mortgage recorded among the aforesaid Land Records in Liber B. H. T. No. 17, folio 219.

Te property will be sold subject to the legal operation and effect of a prior mortgage, the terms of which and the balance due whereon will be announced at the time and place of sale.

TERMS OF SALE

$250.00 cash at time and place of sale, balance upon final ratification of sale by the Circuit Court of said County. Taxes and other charges adjusted to day of sale. Deed and title papers at cost of purchaser.

MADISON BROWN,
Assignee.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. July 21 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignees Sale in the case of Madison Brown, Assignee vs. Thomas D. Merrick, a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 24th day of June, 1937, being more than four weeks before the 20th day of July, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 21, 1937.

N I S I

MADISON BROWN, Assignee	)	IN THE CIRCUIT COURT
VS	)	FOR QUEEN ANNE'S COUNTY
THOMAS D. MERRICK Widower.	)	IN EQUITY
	)	CHANCERY No. 3137

ORDERED, This 21st day of July A. D., 1937, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of August next.

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

WILLIAM H. CARTER Clerk

Filed July 21st, 1937.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed October 6, 1937.

N I S I

MADISON BROWN, Assignee
vs.
THOMAS D. MERRICK, Widower

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3137.

ORDERED, This 21st day of July A. D., 1937, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee

of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of August next.

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

WILLIAM H. CARTER, Clerk

True Copy-
Test:

WILLIAM H. CARTER, Clerk

Filed July 21st, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 6th, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Madison Brown, Assignee vs. Thomas D. Merric, widower a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 22d. day of July, 1937, being more than four weeks before the 23d. day of August, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed October 9, 1937.

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

Madison Brown, Assignee,	(	
vs.	)	Cause No. 3137.
Thomas D. Merrick, Widower.	(	

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, on this 9th. day of October in the year nineteen hundred and thirty seven that the sale made and reported in the above entitled cause by Madison Brown, plaintiff, under the mortgage mentioned and described in the above entitled cause of the real estate of Thomas D. Merrick, defendant and party making said mortgage, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as directed by the order nisi passed July 21, 1937, in the above cause in relation to said sale.

And it is further ordered by said court that as the said Madison Brown, vendor making the sale above mentioned, is the standing auditor of this Court that the proceedings of the above entitled cause be and the same are hereby referred to B. Hackett Turner, Jr. as special auditor with instructions to him to state and return to this court and audit or account between the proceeds of the sale of said cause, and the said Madison Brown.

J. OWEN KNOTTS
JUDGE

Filed October 9th, 1937

REPORT AND ACCOUNT OF
THE AUDITOR
Filed October 13, 1937.

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

Madison Brown, Assignee,	)	
vs.	)	Cause No. 3137
Thomas D. Merrick, widower.	)	

To the Honorable, the Judges of said Court:

The report of B. Hackett Turner, junior, as the special auditor appointed by the Court to state the within audit, unto Your Honors respectfully sets forth:

That prior to stating the within audit he took before the Clerk of this Court the oath required of him by law as special auditor of this cause.

That the within proceedings were had for the collection of a mortgage debt by sale of mortgaged land under the mortgage mentioned in this cause and the proceeds of sale are not sufficient to pay the mortgage debt due on day of the sale in full.

That the sale mentioned was made by Madison Brown as assignee of the mortgage.

That in Account A of the audit the said Madison Brown is charged with the amount of the sale reported by him, and then out of said amount the following allowances have been made:
Unto the said Madison Brown as party making the sale for his commissions of five per cent. of the gross sales per terms of the mortgage, the court costs, the cost of advertising the sale and the several orders nisi of the cause, the cost of his bond filed herein, the charges for his auctioneer for cying the sale and that part of the state and county taxes for year 1937 on the land to be paid per terms of sale out of proceeds of the sale, and also an attorney's fee of collection of $25.00 (the mortgage having been assigned to him for collection) in part of the attorney's fee of 5 per cent on the amount of face of the mortgage note of $1100.00 or $55.00. This reduced fee is made in accordance with the instructions of the said Madison Brown.
Unto the Auditor his fee.
Unto the said Madison Brown, assignee, use of the Federal Farm Mortgage Corporation, the corporation assigning the mortgage for collection, the balance of the gross sales remaining after the above allowances.

The Auditor has stated Account B of the audit to show the balance of the mortgage debt remaining unpaid as of the day of sale after application to the debt of the above mentioned balance.

Which is respectfully submitted.

B. HACKETT TURNER JR.
Special Auditor.

October 12, 1937.

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

Madison Brown, assignee,	)	
vs.	)	Cause No. 3137.
Thomas D. Merrick, widower, mortgagor.	)	

Account A

The proceeds of the sale of the mortgaged real estate of Thomas D. Merrick, party making the mortgage under which the sale mentioned in the cause of said real estate was made, IN ACCOUNT WITH Madison Brown, assignee ofsaid mortgage and as such the person making the sale of this cause.

1937 July 20	CR.		
	By gross proceeds of said sale per report of sale filed in this cause, to wit:		$500.00
" " "	DR.		
	To Madison Brown, person making the sale mentioned, for his commissions for so doing, per terms of the mortgage, 5% of the sale charged to him, to wit:-		$25.00
	To do., for the following costs, incident to the sale, to wit:		
	Appear. fee of plaintiff's Attorney, per Clerk's statement. . . .	$10.00	
	the costs of Wm. H. Carter, clerk, paid him per same statement	18.75	
	The cost of his affidavit to his report of sale	.25	29.00
	To do., for the costs of his bond filed in this cause paid the corporate surety thereon, per account for same receipted, exhibited, the sum of		10.00

To do., for amount paid Queen Anne's Record-Observer Publishing Company for advertising in its county paper, notice of the sale made . . . $45.00 order nisi on the sale . . . 5.00 total per receipted account, exhibited, ...$50.00	50.00	
To do., for amount paid J. E. Anthony, auctioneer, for crying sale made per receipted account, exhibited, the sum of	10.00	
To do., for that part of state and county taxes on mortgaged land for year 1937 to be paid per terms of sale by assignee, per receipt of County Tax Collector exhibited, to wit:	58.82	
To amounts carried forward	$182.82	$500.00

Cause No. 3137.

Account A

	DR	CR
By amounts brought forward	$182.82	$500.00

DR.

To Madison Brown, party making the sale of this cause, for the cost of advertising the order nisi as to this audit, the sum of	3.50	
To B. Hackett Turner, junior, special auditor, for stating this account, the sum of	9.00	
To Madison Brown as attorney for collection of the mortgage of this cause (see assignment filed) in part of the collection fee provided for by the mortgage, the sum of . .	25.00	
To Madison Brown, assignee of mortgage mentioned, in trust to be paid to the Federal Farm Mortgage Corporation, assignee of the original mortgage, on account of the mortgage debt due on day of sale this balance, which is not sufficient to pay the debt in full, to wit:	279.68	
	$500.00	$500.00

October 12, 1937.

B. HACKETT TURNER JR.
Special Auditor.

Cause No. 3137.

Account B.

Thomas D. Merrick, the mortgagor making the mortgage described in this cause, to Madison Brown, assignee of said mortgage, DR.

1937 July 20	To amount of the debt due under said mortgage on this date, day of sale, per mortgage datement filed, to wit:	$1196.04
	To attorney's collection fee provided in mortgage, 5% of the face of the mortgage note of $1100.00, or,	55.00
		$1251.04

CR.

By amounts distributed thereto by the above account, to wit:
The amount distributed on account of said commission to Madison Brown, ... $ 25.00
The amount distributed to Madison Brown, assignee of the mortgage, on the mortgage debt, ... 279.68 304.68

DR.

To balance due on the mortgage debt under the covenant in said mortgage to pay the same, with interest thereon from July 20, 1937, ... $946.36

October 12, 1937.

B. HACKETT TURNER JR.
Special Auditor.

Filed October 13th, 1937.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee,	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Thomas D. Merrick	)	IN EQUITY
	)	CASE No. 3137.

ORDERED, This 13th. day of October in the year nineteen hundred and 37 that the Report and Account filed in these proceedings by B. Hackett Turner, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of November, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 29th. day of October, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed October 13th, 1937.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Nov. 15, 1937.

AUDIT NISI

MADISON BROWN, Assignee
vs.
THOMAS D. MERRICK

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3137.

ORDERED, This 13th day of October in the year nineteen hundred and thirty-seven that the Report and Account filed in these proceedings by B. Hackett Turner, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of November, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 29th. day of October, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
WILLIAM H. CARTER, Clerk
Filed October 13th, 1937.

QUEEN ANN'ES RECORD-OBSERVER

Centreville,Md. November 15, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Audit Nisi in the case of Madison Brown, Assignee vs. Thomas D. Merrick a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 14th day of October, 1937, being more than two weeks before the 29th. day of October, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Clerk's Certificate

Madison Brown
Assignee

vs.

Thomas D. Merrick
Widower

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

Chy. No. 3137.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 13th day of October, 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's Place.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 15th of November 1937.

WILLIAM H. CARTER
Clerk

ORDER OF COURT
Filed Nov. 19, 1937.

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

Madison Brown, Assignee,)
-vs- (Cause No. 3137.
Thomas D. Merrick.)

ORDER OF COURT.

ORDERED on this 17th day of November in the year nineteen hundred and thirty seven by the Circuit Court for Queen Anne's County, in Equity that the within and aforegoing report and account of B. Hackett Turner, junior, special auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although it appears that notice has been given in accordance with the audit nisi heretofore passed in this cause in relation to said report and account, and Madison Brown, the party making the sale, mentioned in said account be and he is hereby authorized, empowered and directed to apply the proceeds of sale in accordance with said account, with a due proportion of interest received and to be received on credit sales to the commissions of said vendor and the claim of the mortgage holder, the party entitled to the mortgage debt on the day of sale.

WM. MASON SHEHAN
JUDGE

Filed Nov. 19th, 1937.

CAUSE NO. 3144.

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

JACOB S. NEW, Assignee	)	IN THE
vs.	)	CIRCUIT COURT
HENRY C. GARDNER and CLARA GARDNER, his wife	)	FOR
	)	QUEEN ANNE'S COUNTY
		In Equity No._____

****

Mr. Clerk:

Please docket the above entitled case; make a copy of the Mortgage from Henry C. Gardner and Clara Gardner, his wife, to the Maryland-Virginia Joint Stock Land Bank of Baltimore, dated October 1, 1925, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 4, folio 201; together with all assignments thereon, and file in the above entitled cause, and enter my appearance for the Complainant.

JACOB S. NEW
Solicitor for Complainant.

Filed Sept. 23rd, 1937.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS
Filed September 23, 1937.

#11,530. Queen Anne's County, to wit: Be it remembered that on the seventh day of October, in the year nineteen hundred and twenty five, the following mortgage was brought to be recorded, to wit:

M A R Y L A N D

AMORTIZATION MORTGAGE

THIS MORTGAGE, made this first day of October in the year one thousand nine hundred and twenty five, by and between Henry C. Garnder, and Clara Gardner, his wife, of Queen Anne's County, in the State of Maryland, hereinafter referred to as party of the first part, and THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE, Baltimore, Maryland, party of the second part, a body corporate, hereinafter mentioned as the Bank;

WHEREAS, The said party of the first part is justly indebted to and unto the said THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE in the full and just principal sum of Three Thousand Dollars ($3000), 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 October, 1925, for said principal sum of Three Thousand ($3000) 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 Five Dollars and No Cents each and a final payment of Eighty-Seven Dollars and Fifty-Six Cents, said payments beginning six months from the date hereof; which said payments are on the amortization plan, to better secure the payment of which said principal sum and the interest thereon as above set forth, as and when each of said payments shall become due and legally demandable, these presents are executed:

NOW, THEREFORE, This Mortgage WITNESSETH: That for and in consideration of the premises and the sum of One Dollar, the said party of the first part does hereby bargain and sell, grant and convey unto the said THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE, its successors and assigns, the following described property, to wit:-

All that farm, or tract of land, situate, lying and being on Kent Island, in what is known as Crab Alley Neck, on Long Creek, in the fourth election district of Queen Anne's County, Maryland, lying on both sides of the public road leading from Chester Station through Crab Alley Neck towards Parsons Island, adjoining the Lowery land now owned by James E. Kirwan the Walter White lands, now owned by John F. Ruth, the McCready lands and the lands of others, containing sixty acres of land, more or less, being the land devised to John Gardner, Samuel Gardner and Theodore G. Gardner by the last will and testament of Frances Gardner and being the same land conveyed to the said Henry C. Gardner by deed from Edwin H. Brown, Jr., Trustee, dated the 30th day of September 1925, and recorded among the Land Records of Queen Anne's County, Maryland, prior to the recordation of this mortgage.

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 borrwed. 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, be not paid when due, or if the party of the first part shall permit any taxes, liens, judgments or assessments on said land to become delinquent, or fail to keep the buildings insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall by neglect permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done, any act in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall (at the option of the said Bank) become immediately due and demandable and it shall be lawful for the said Bank, its successors and assigns, or its duly appointed Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in the County wherein said lands or a part thereof are situated, and such other notice as by the mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted,

the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale, including a fee of Twenty-five Dollars and a commission to the party making sale of said property, of 5% on the amount of sale; secondly, to the payment of all claims of the said mortgagee, its successors, and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said party of the first part or the personal representatives or assigns of said party of the first part or to whomever may be entitled to the same; and if at any time after the execution, delivery and recordation of this mortgage, the Bank shall be impleaded or made a party to any suit or legal proceeding of any kind whatsoever, to subject the land hereby conveyed to the payment of liens or charges of any kind thereon, and in such proceeding it becomes necessary in the discretion of the Bank to retain and employ an attorney for the proper representation and protection of its interests, the said Bank shall be entitled to 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 covenant s 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 mortgagor's 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 ahd 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 two 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 the_, 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..

Henry C. Gardner (SEAL)

TESTE:

Clara Gardner (SEAL)

Lida Hopkins

STATE OF MARYLAND,

Queen Anne's County, to wit:

I hereby certify that on this sixth day of October in the year One Thousand Nine Hundred and Twenty-Five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry C. Gardner, and Clara Gardner, his wife, the Mortgagors named in the aforegoing mortgage, and duly acknowledged the said Mortgage to be Act; at the same time also appeared Edwin H. Brown, Jr. and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

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

Notary
Public
Seal.

Lida Hopkins
Notary Public

My commission expires May 1927

Queen Anne's County, to wit: Be it remembered that on the twenty-fifth day of September in the year nineteen hundred and thirty six the following assignment was received for record to wit:

Baltimore, Maryland, September 24, 1936.

FOR VALUE RECEIVED and without recourse, The Maryland-Virginia Joint Stock Land Bank of Baltimore, hereby transfers and assigns unto Eureka-Maryland Assurance Corporation to the extent of $1,800.00 (The Maryland-Virginia Joint Stock Land Bank of Baltimore retaining the balance of $949.39 now due thereon) of the within and aforegoing mortgage and the mortgage debt secured thereby. The latter amount above mentioned, however, being hereby subordinated to the first amount above mentioned, together with interest and all costs.

WITNESS, the signature of The Maryland-Virginia Joint Stock Land Bank of Baltimore, by the hand of Charles H. Buck, Vice-President, with Corporate seal hereto attached, attested by Benjamin H. Engle, Secretary, this 24th day of September, 1936.

Corporate
Seals
Place

The Maryland-Virginia Joint Stock Land Bank
of Baltimore

By Charles L. Buck
Vice-President

ATTEST:

Benj. H. Engle
SECRETARY

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

FOR VALUE RECEIVED, the EUREKA-MARYLAND ASSURANCE CORPORATION hereby ASSIGNS all of its right, title and interest in and to the within mortgage unto JACOB S. NEW (for the purpose of foreclosure).

AS WITNESS the signature of Joshua N. Warfield, President of said Corporation, duly attested by the affixing of its corporate seal, this 22nd day of September, nineteen hundred and thirty-seven.

Corporate
Seals
Place.

EUREKA-MARYLAND ASSURANCE CORPORATION

By Joshua N. Warfield
President.

ATTEST:

State of Maryland,

Queen Anne's County, to wit:

I hereby certify the aforegoing is truly taken and copied from Liber B. H. T. No. 4, folios 201 etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 23rd day of September, in the year nineteen hundred and thirty seven.

Seal's
Place.

WM. H. CARTER Clerk

STATEMENT OF MORTGAGE CLAIM
Filed October 9, 1937.

JACOB S. NEW, Assignee vs. HENRY C. GARDNER and CLARA GARDNER, his wife	)	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. .....

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STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Eureka-Maryland Assurance Corporation under the mortgage from Henry C. Gardner and wife to the Maryland-Virginia Joint Stock Land Bank of Baltimore, dated the 1st day of October, 1925, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 4, folio 201.

Balance due on Mortgage to Eureka-Maryland
Assurance Corporation under its Partial
Assignment and Priority of Payment $1760.33

With interest from April 1, 1937, ...

Corporate
Seal's
Place.

EUREKA-MARYLAND ASSURANCE CORPORATION

By JOSHUA N. WARFIELD
President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 7th day of October, in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the said State, in and for the City aforesaid, personally appeared JOSHUA N. WARFIELD, President of the EUREKA-MARYLAND ASSURANCE CORPORATION, and made oath that the aforegoing is a true and just 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.

LENA NEWBERGER
Notary Public

Notary
Public
Seal.

Filed October 9th, 1937.

STATEMENT OF MORTGAGE CLAIM
Filed October 9, 1937.

JACOB S. NEW, Assignee vs. HENRY C. GARDNER and CLARA GARDNER, his wife	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No._____

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STATEMENT OF MORTGAGE CLAIM

Statement of Subordinated Mortgage Claim of The Maryland-Virginia Joint Stock Land Bank of Baltimore under the mortgage from Henry C. Gardner and wife to it, dated the 1st day of October, 1925, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 4, folio 201.

Unpaid balance as of 4/1/36		769.86
Interest from 4/1/36 to 10/36/37	72.63	
Less partial payment	8.00	64.63
Paid Eureka-Maryland Assurance Cor. 10/1/36-Int.		73.54
" " " " " 4/1/37 "		73.54
Insurance premiums paid		32.16
Total debt as of 10/36/37		$1013.73

With interest from October 26, 1937 . . . .

THE MARYLAND-VIRGINIA JOINT STOCK
LAND BANK OF BALTIMORE

By HUGH L. POPE
Vice-President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 7th day of October, in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the said State, in and for the County of Baltimore aforesaid, personally appeared Hugh L. Pope Vice-President of THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE, and made oath that the aforegoing is a true and just 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.

BENJAMIN H. ENGLE
Notary Public.

Notary
Public
Seal.

Filed October 9th, 1937.

CERTIFIED COPY OF BOND
Filed October 9, 1937.

Queen Anne's County, to wit:- Be it remembered that on the 9th. day of October in the year, 1937, the followind was filed filed, for record, to wit:

FIDELITY AND DEPOSIT COMPANY, of Maryland Baltimore

Bond No. 4269752

KNOW ALL MEN BY THESE PRESENTS:

That we, Jacob S. New, Fidelity Building, Baltimore, 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 TWO THOUSAND AND 00/100 ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of oyr heirs, Executors, Administrators, Successors or Assigns Jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of October in the year of our Lord nineteen hundred and thirty-seven.

Whereas, the above bounden Jacob S. New by virtue of the power contained in a mortgage from Henry C. Gardner and Clara Gardner, his wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore bearing date the 1st day of October, 1925 and recorded among the mortgage records of Queen Anne's County in Liber B. H. T. No. 4 Folio 201 and by mense assignments invested in the said Jacob S. New for the purpose of foreclosure, who 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 Jacob S. New 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 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 Jacob S. New 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 hereinabove written.

Signed, sealed and delivered in the presence of

Lena Newberger

Jacob S. New (SEAL)

Fidelity and Deposit Company of Maryland

By E. V. Shockley
E. V. Shockley, Attorney-in-Fact.

As to Surety:

By G. Gillis

Corp.
Seal's
Place.

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

Security of Bond Approved and Bond filed October 9th, 1937

Wm. H. Carter Clerk.

State of Maryland,

Queen Anne's County.

I hereby certify that the aforegoing was truly taken and copied from Liber W. H. C. No. 1 folio 77 a Bond Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my Name and affix the seal of the Circuit Court for Queen Anne's County, this 18th. day of Dec. in the year 1937.

WILLIAM H. CARTER Clerk

Seal's
Place.

CERTIFICATE OF PUBLICATION
OF SALE
Filed Oct. 26, 1937.

ASSIGNEE'S SALE

-OF-

VALUABLE FEE-SIMPLE

WATER FRONT
PROPERTY

SITUATED ON KENT ISLAND ON BOTH SIDES OF THE STATE HIGHWAY LEADING FROM CHESTER STATION AND ABOUT ONE MILE THEREFROM.

By virtue of the power and authority contained in Mortgage from Henry C. Gardner and wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated October 1, 1925, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 4, folio 201, which mortgage was assigned in part to the Eureka-Maryland Assurance Corporation on September 24, 1936, and by it assigned to the undersigned Assignee (for the purpose of foreclosure), default having occurred there under, the undersigned Assignee will sell, at public auction in front of the Court House door at Centreville, Queen Anne's County, Maryland, on TUESDAY, OCTOBER 26, 1937 at twelve o'clock noon, all that farm or tract of land situated on Kent Island in what is known as Crab Alley Neck, on Long Creek in the Fourth Election District, lying on both sides of the public road leading from Chester Station through Crab Alley Neck towards Parsons Island, containing sixty acres of land, more or less, in fee simple, and being more particularly described in said mortgage above referred to.

Improved by a frame house, barn and other outbuildings.

TERMS OF SALE: One-third cash. Balance in 6 and 12 months, or all cash as the purchaser may elect at the time and place of sale. Credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned Assignee. A cash deposit of $500.00 will be required of the purchaser at the time and place of sale.

All expenses, if any, to be adjusted to day of sale. Federal and State Revenue stamps and all conveyancing costs at the expense of purchaser.

JACOB S. NEW,
Assignee.
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 26, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Mortgage from Henry C. Gardner and wife to the Maryland-Virginia Stock Land Bank of Baltimore a true copy of which is hereby annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 30th day of September, 1937, being more than twenty days before the 26th day of October, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

by BERTHA G. DURNEY

Filed Oct. 26th, 1937.

ASSIGNEE'S REPORT
Filed Oct. 29, 1937.

JACOB S. NEW, Assignee	)	IN THE
vs.	)	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
HENRY C. GARDNER and CLARA GARDNER, his wife	)	IN EQUITY No. 3144

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TO THE HONORABLE, the JUDGES OF SAID COURT:

The REPORT of Jacob S. New, Assignee in said cause, to sell the fee simple real estate therein mentioned, shows:

That having duly filed his approved bond and given notice of the time, place, manner and terms of sale by advertisement in THE QUEEN ANNE'S RECORD AND OBSERVER, a weekly newspaper published in Queen Anne's County, for more than twenty days before the day of sale, he did, pursuant to said notice, attend at the Court House in Centreville, Queen Anne's County, Maryland, on Tuesday, the 26th day of October, 1937, at 12 o'clock, noon, and then and there proceeded to sell said fee simple real estate as follows, to wit:

The Assignee in these proceedings offered, at public sale, to the highest bidder, the property mentioned in these proceedings, situate in Queen Anne's County, State of Maryland, as set forth in the annexed advertisement:

ASSIGNEE'S SALE

-OF-

VALUABLE FEE-SIMPLE
WATER FRONT
PROPERTY

SITUATED ON KENT ISLAND ON BOTH SIDES OF THE STATE HIGHWAY LEADING FROM CHESTER STATION AND BOUT ONE MILE THEREFROM.

By virtue of the power and authority contained in Mortgage from Henry C. Gardner and wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated October 1, 1925, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 4, folio 201, which mortgage was assigned in part to the Eureka-Maryland Assurance Corporation on September 24, 1936, and by it assigned to the undersigned Assignee (for the purpose of foreclosure), default having occurred there under the undersigned Assignee will sell at public auction in front of the Court House door at Centreville, Queen Anne's County, Maryland, on TUESDAY, OCTOBER 26, 1937 at twelve o'clock noon, all that farm or tract of land situated on Kent Island in what is known as Crab Alley Neck, on Long Creek in the Fourth Election District, lying on both sides of the public road leading from Chester Station through Crab Alley Neck towards Parsons Island, containing sixty acres of land, more or less, in fee simple, and being more particularly described in said mortgage above referred to.

Improved by a frame house, barn and other outbuildings.

TERMS OF SALE: One-third cash. Balance in 6 and 12 months, or all cash as the purchaser may elect at the time and place of sale. Credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned Assignee. A cash deposit of $500 will be required of the purchaser at the time and place of sale.

All expenses, if any, to be adjusted to day of sale. Federal and State Revenue stamps and all conveyancing costs at the expense of purchaser.

JACOB S. NEW
Assignee.

J. Elmer Anthony, Auctioneer.

And said Assignee in these proceedings sold the above described property to John A. Gardner and Felix E. Gardner at and for the sum of Twenty-seven Hundred Dollars ($2,700), they being at that sum the highest bidders therefor; terms of sale being Cash, upon ratification of the sale by this Court.

That the aforesaid sale was bona fide and fairly made, and for the best price obtainable, and the said John A. Gardner and Felix E. Gardner, purchasers, promised to comply with the terms of sale prescribed by said advertisement.

Respectfully submitted,

JACOB S. NEW
Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of October, in the year nineteen hundred and thirty-seven, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Jacob S. New, Assignee, and made oath in due form of law, that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

LENA NEWBERGER
Notary Public.

Notary
Public
Seal.

Filed October 29th, 1937.

N I S I

Jacob S. New, Assignee	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Henry C. Gardner Clara Gardner, his wife.	)	IN EQUITY
	)	CHANCERY NO. 3144

ORDERED, This 29th day of October A. D., 1937, that the sale of the real estate made and reported in this cause by Jacob S. New, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 our successive weeks before the 4th day of December next.

The Report states the amount of sales to be $2700.00.

WILLIAM H. CARTER Clerk.

Filed October 29th, 1937.

PETITION OF THE MARYLAND-VIRGINIA
JOINT STOCK LAND BANK OF BALTIMORE
Filed Nov. 4, 1937.

JACOB S. NEW, Assignee	)	IN THE
vs.	)	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
HENRY C. GARDNER and CLARA GARDNER, his wife	)	IN EQUITY No. 3144

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The PETITION of The Maryland-Virginia Joint Stock Land Bank of Baltimore respectfully represents unto your Honor

FIRST: That it is the holder of a subordinate part of the mortgage foreclosed in this case, it having assigned a prior portion of said mortgage to the Eureka-Maryland Assurance Corporation and having retained the subordinate part thereof, as will more fully appear from the Short Assignment of said mortgage heretofore filed in this case.

SECOND: That your petitioner has heretofore filed a statement of the amount due and owing to it upon its subordinate part of said mortgage in this cause.

THIRD: That the Assignee herein has sold the property mentioned in these proceedings, which sale will be ratified, if no exceptions are filed thereto, on or about the 4th day of January, 1938.

FOURTH: That said property produced a sufficient price to pay the prior portion of said mortgage held by said Eureka-Maryland Assurance Corporation in full and will leave a part payment on account of the subordinated portion of said mortgage held by your petitioner.

FIFTH: That your petitioner's said subordinated lien is next in line to the prior claim of the Eureka-Maryland Assurance Corporation and it is entitled to whatever remains after the payment of the claim of said Eureka-Maryland Assurance Corporation.

WHEREFORE your petitioner prays your Honor to pass an Order directing the Auditor in stating his Account in this cause to award to it whatever is remaining out of the purchase price f or said property after the payment of the prior lien and costs; subject to the usual exceptions.

And as in duty bound, etc.

THE MARYLAND-VIRGINIA JOINT STOCK
LAND BANK OF BALTIMORE

By HUGH L. POPE
Its Vice-President.

Corporate
Seal's
Place.

JACOB S. NEW
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this, the 26th day of November, in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the said State, in and for the County aforesaid, personally appeared Hugh L. Pope Vice-President of THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE, and made oath in due form of law, that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

BENJAMIN H. ENGLE
Notary Public.

Notary
Public
Seal.

ORDER OF COURT
Filed December 4, 1937.

O R D E R E D this 3rd day of December 1937, by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing petition and affidavit, that the Auditor in stating his Account in this cause be and he is hereby directed to allow to The Maryland-Virginia Joint Stock Land Bank of Baltimore its subordinated claim to the extent that there are funds in the hands of the Assignee to pay the same after the payment of the prior claim of the Eureka-Maryland Assurance Corporation and all costs and expenses of this proceeding, subject to the usual exceptions.

J. OWEN KNOTTS
Judge

Filed December 4th, 1937.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Jan. 6, 1938.

N I S I

JACOB S. NEW, Assignee,
vs.
HENRY C. GARDNER
CLARA GARDNER,
his wife.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3144.

ORDERED, This 29th day of October A. D., 1937, that the sale of the real estate made and reported in this cause by Jacob S. New, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of December next.

The Report states the amount of sales to be $2,700.00.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed October 29, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 6, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Jacob S. New, Assignee vs. Henry S. Gardner, Clara Gardner, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 4th day of November 1937, being more than four weeks before the fourth day of December 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

ORDER OF COURT
Filed January 7, 1938.

JACOB S. NEW, Assignee	)	IN THE
vs.	)	CIRCUIT COURT FOR
HENRY C. GARDNER and CLARA GARDNER, his wfe	)	QUEEN ANNE'S COUNTY
		IN EQUITY No. 3144

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O R D E R E D, this seventh day of January 1938, that the sales made and reported by Jacob S. New, Assignee, be and they are hereby finally 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.

THOMAS J. KEATING

Filed January 7th, 1938

REPORT OF ASSIGNEE
Filed Jan. 22, 1938.

JACOB S. NEW, Assignee	:	IN THE
vs.	:	CIRCUIT COURT FOR
HENRY C. GARDNER and CLARA GARDNER, his wife	:	QUEEN ANNE'S COUNTY
	:	In Equity No. 3144

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TO THE HONORABLE, THE JUDGE OF SAID COURT:

The REPORT of Jacob S. New, Assignee, respectfully represents unto your Honor:

FIRST: That he, as Assignee in the above entitled case, has filed his duly approved bond and conducted the sale of the property involved herein, which sale was duly reported in this Court. That said sale was finally ratified and confirmed and the purchaser has made payment of the purchase money and said Assignee has executed a deed for said property.

SECOND: That the receipts and disbursements of said Assignee in connection with said foreclosure case are as follows:

RECEIPTS:

Amount of purchase price	$ 2700.00
Interest on balance of purchase price ($2200) from 10/26/37 to 1/15/38 (2 mos. 20 days)	29.84
Taxes 1937 ($29.78) 2 months 4 days	5.28
Total receipts	$ 2735.12

DISBURSEMENTS:

J. Elmer Anthony - auctioneer's fee	10.00
J. William Keith, Treas. - Taxes 1937	29.78
Fidelity & Deposit Co. - premium on Assignee's bond	10.00
Centreville National Bank - cost of collection of draft	2.23
Queen Anne's Record & Observer - advertising sale	34.89
" " " " Order Nisi	
" " " " Order Nisi on audit	
Court costs	
Assignee's commissions on $2700 @ 5% as per terms of mortgage	135.00
Attorney's fee as per terms of mortgage	25.00
Auditor's fee	
Affidavits	.75

THIRD: That the Eureka-Maryland Assurance Corporation is the priority or first holder of a portion of said mortgage, and the balance after the payment in full of said prior or first portion of said mortgage with interest, is to be awarded to The Maryland-Virginia Joint Stock Land Bank of Baltimore, which is the subordinated or holder of the second portion of said mortgage.

WHEREFORE your said Assignee prays that the papers in this case be referred to the Standing Auditor of this Court for the purpose of stating an Auditor's Account.

Respectfully submitted

JACOB S. NEW
Assignee

Subscribed and sworn to before me,
a Notary Public, this 21st day
of January, 1938.

LENA NEWBERGER
Notary Public.

Notary
Public
Seal.

Filed January 22nd, 1938.

ORDER OF COURT
Filed Jan. 27, 1938.

O R D E R E D by the Circuit Court for Queen Anne's County, in Equity, this 27th day of January, 1938, upon the aforegoing Report and affidavit, that the papers in this case be referred to the Standing Auditor of this Court for the purpose of stating an Auditor's Account.

THOS. J. KEATING

Filed Jan. 27th, 1938.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed February 8, 1938.

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

Jacob S. New, Assignee	( )	
vs.	( )	Cause No. 3144.
Henry C. Gardner and Clara Gardner, his wife.	( )	

To the Honorable, the Judges of said Court:

I, Madison Brown, your auditor, do make unto you this report:-

The proceedings of this cause have been had for the collection of a mortgage debt by the foreclosure of the mortgage mentioned in this cause and the proceeds of the sale of the mortgaged property are not sufficient to pay the costs and commissions of the sale and the mortgage debt in full.

The mortgage mentioned was given by Henry C. Gardner and Clara Gardner, his wife, to the Maryland-Virginia Joint Stock Land Bank of Baltimore, a corporation, to secure a debt of $3000.00; and this corporation assigned the mortgage debt to the extent of $1800.00 unto the Eureka-Maryland Assurance Corporation in such manner as to give that part of the debt so assigned priority of payment and lien over that part of the debt not assigned. The last named corporation assigned for the purpose of collection the mortgage so assigned unto it unto Jacob S. New, who made the foreclosure sale of this cause and who is herein after called "vendor".

I have stated the within account by first charging the vendor with the amount of the sale made and reported by him and also the amount of interest received by him on the credit part of the sale so made from the purchaser and I then out of the sums so charged allowed as follows, to wit:

(a) Unto the vendor his commissions on the sale and the fee provided by the mortgage for the party making the sale, the court costs of the cause, the costs of advertising notices of the sale and the several orders nisi of the cause, that part of the taxes of the year 1937 on the property sold to be paid out of the proceeds of sale under the terms of sale, the cost of his bond, the charges of his auctioneer for crying the sale, certain costs incident to the proceedings incurred by him, and the fee of the auditor.

(b) Unto the Corporation assignee of the original mortgagee that part of the mortgage debt to which it is entitled under the assignment mentioned above with interest on the amount of the claim as stated in the statement of debt filed to the day of sale.

(c) Unto the original Corporation mortgagee the balance of the amounts so charged against the vendor remaining after the allowances set forth above under sub-paragraphs (a) and (b).

The amount distributed unto the original corporation mortgagee is not sufficient to pay its mortgage claim in full and I have stated and attached herewith an account between the mortgagors and the original mortgagee showing the balance due by the mortgagors to the original mortgagee on the mortgage after the application to the debt of the amount distributed to the original mortgagee by the within account.

The vendor requested me to charge him in the within account with the interest received on the credit sales (which is the sum of $29.34 instead of the sum of $29.84 stated by error in the report filed by the vendor) instead of omitting this interest from the audit to be distributed by the vendor by apportionment between his commissions and the several mortgage claims mentioned. I have complied with his request as he is the assignee of the corporation assignee in trust and the method does not decrease or affect adversely the amount due to the original mortgagee or the second lien creditor.

Which is respectfully submitted.

MADISON BROWN
Auditor.

February 5, 1938.

Cause No. 3144

The proceeds of the sale of the mortgaged real estate of Henry C. Gardner and Clara Gardner, his wife, the mortgagors making the mortgage described in this cause, in account with Jacob S. New, assignee of said mortgage and as such the party making the sale reported in this cause of the mortgaged property under said mortgage.

1937
Oct.
26

CR.

By amount of the gross sale, per report of sale filed by the vendor, to wit: $2,700.00

By amount of the interest received by the assignee on the credit sale, to wit: 29.34
$2,729.34

1937
Oct.
26

DR.

To Jacob S. New, the party making the sale mentioned for his commissions for making the sale of 5 per centum on the amount of the sale, per terms of the mortgage, to wit:		$135.00	
To do., for the fee for making the sale as provided by the mortgage, to wit:		25.00	
To do., for the court costs of this cause, per statement made by the Clerk of the Court, as follows:-			
Costs of the Clerk of the Court . .	$24.75		
Appearance fee of Plaintiff's attorney	10.00	34.75	
To do., for the costs of advertising in county paper			
notices of the sale	$34.89		
order nisi on sale.	5.00		
order nisi to be passed as to this audit	3.50		
per account for same receipted, exhibited, the sum of	$43.39	43.39	
To do., for the charges of J. E. Anthony as auctioneer at the sale made, per account for same receipted, exhibited, the sum of . .		10.00	
To do., for the costs of his bond of corporate surety filed herein, paid surety per account for same receipted, exhibited, the sum of		10.00	
To do., for that part of the state and county taxes of $29.78 for year 1937 paid by the vendor out of sales under the terms of sale, per statement of tax account receipted, exhibited, the sum of		24.50	
To amounts carried forward		$282.64	$2,729.34

Cause No. 3144.

The proceeds of the sale of the mortgaged real estate of Henry C. Gardner and Clara Gardner, his wife, the mortgagors making the mortgage described in this cause, in account with Jacob S. New, assignee of said mortgage and as such the party making the sale reported in this cause of the mortgaged property under said mortgage.

	DR.	CR.
By amounts brought forward	$282.64	$2,729.34

DR.

To Jacob S. New, the party making the sale mentioned, for the following costs incident to the sale:-			
costs paid bank for collection of draft	$2.23		
costs of affidavits to reports. .	.75	2.98	
To Madison Brown, auditor, for stating this account, the sum of		13.50	
		$299.12	
Bo balance carried over		2,430.22	
		$2,729.34	$2,729.34

February 5, 1938.

MADISON BROWN
Auditor.

Cause No. 3144

CR.

By balance brought forward $2,430.22

DR.

To Jacob S. New, assignee, use of Eureka-Maryland Assurance Corporation, assignee of original mortgage mentioned in this cause with priority of payment, for the balance of the mortgage debt due under said mortgage to Eureka-Maryland Assurance Corporation, per statement of debt filed October 19, 1937	$1,760.33	
To interest thereon from April 1, 1937 per said statement to October 26, 1937, day of sale, . .	60.14	
Total distributed to Eureka-Maryland Assurance Corporation	$1,820.47	1,820.47
		$ 609.75

DR.

To Maryland-Virginia Joint Stock Land Bank of Baltimore, mortgagee with claim of payment subject to above mentioned claim, in part of its mortgage, this balance, to wit:	609.75
	$000.00

February 5, 1938.

MADISON BROWN
Auditor.

Cause No. 3144

STATEMENT OF MORTGAGE INDEBTEDNESS

Henry C. Gardner and Clara Gardner,
the mortgagors making the mortgage
described in this cause,

to

The Maryland-Virginia Joint Stock Land
Bank of Baltimore, a body corporate,
mortgagee named in said mortgage, DR.

1937 Oct. 26	To total debt due by said mortgagors to said mortgagee under said mortgage as of this date, per statement of mortgage claim filed by said mortgage in this cause, to wit: the sum of	$1,013.73
	Cr.	
	By amount of the net sales of this cause distributed by the above account unto said mortgagee on account of said claim, to wit:	609.75
	Dr.	
	To balance due by the said mortgagors to said mortgagee bearing interest from October 26, 1937	$ 403.98

February 5, 1938.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Jacob S. New, Assignee	)	IN THE CIRCUIT COURT
	)	
VS	)	FOR QUEEN ANNE'S COUNTY
	)	
Henry C. Gardner and	)	IN EQUITY
Clara Gardner, his wife	)	
		CASE No. 3144

ORDERED, This eighth day of February in the year nineteen hundred and thirty eight that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the fourth day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the twenty-fifth day of February, 1938; in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed February 8th., 1938.

RELEASE
Filed March 4, 1938.

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of the payment by JACOB S. NEW, Assignee in the case of Jacob S. New, Assignee vs. Henry C. Gardner and Clara Gardner, his wife, in the Circuit Court for Queen Anne's County, in Equity, Cause No. 3144, to the udnersigned THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE of the full sum of Six Hundred and Nine Dollars and seventy-five Cents, audited and allowed to it in said cause, the receipt whereof is hereby acknowledged, the said The Maryland-Virginia Joint Stock Land Bank of Baltimore doth hereby RELEASE, ACQUIT, EXONERATE AND DISCHARGE the said Jacob S. New, Assignee, his heirs, executors and administrators, from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against him, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, thereby declaring itself fully satisfied, contented, and paid as above specified.

IN TESTIMONY WHEREOF, said Corporation has hereunto subscribed its name by Charles H. Buck Vice-President, duly attested by its Assistant Secretary, with its corporate seal affixed, this 10th day of February, nineteen hundred and thirty-eight.

THE MARYLAND-VIRGINIA JOINT STOCK LAND
BANK OF BALTIMORE.

ATTEST:

BENJ. H. ENGLE
Secretary.

BY CHARLES H. BUCK
Vice-President.

Corporate
Seal's
Place.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this, the 10th day of February, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the said State, in and for the City aforesaid, personally appeared Charles H. Buck Vice-President of THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE, party to the above Release or Instrument of Writing, and acknowledged the same to be the act of said body corpotate. And I do hereby certify that of my own knowledge I am satisfied that the said who has acknowledged the above Release, is the person named and described as, and professing to be the party in and to the same.

As witness my hand and Notarial Seal.

ELMER M. HARPER
Notary Public.

Notary
Public
Seal.

RELEASE
Filed March 4, 1938.

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of the payment by JACOB S. NEW, Assignee in the case of Jacob S. New, Assignee vs. Henry C. Gardner and Clara Gardner, his wife, in the Circuit Court for Queen Anne's County, in Equity, Cause No. 3144, to the undersigned EUREKA-MARYLAND ASSURANCE CORPORATION, of the full sum of Eighteen Hundred and Twenty Dollars and forty-seven Cents, audited and allowed to it in said cause, the receipt whereof is hereby acknowledged, the said Eureka-Maryland Assurance Corporation doth hereby RELEASE, ACQUIT,EXONERATE AND DISCHARGE the said Jacob S. New, Assignee, his heirs, executors and administrators, from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against him, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, thereby declaring itself fully satisfied, contented, and paid as above specified.

IN TESTIMONY WHEREOF, said Corporation has hereunto subscribed its name by Joshua N. Warfield, its President, duly attested by its Assistant Secretary, with its corporate seal affixed, this 10th day of February, nineteen hundred and thirty-eight.

EUREKA-MARYLAND ASSURANCE CORPORATION

ATTEST: _____
Asst. Secretary.

By JOSHUA N. WARFIELD
President.

Corporate
Seal's
Place.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this, the 10th day of February, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the said State, in and for the City aforesaid, personally appeared JOSHUA N. WARFIELD, President of EUREKA-MARYLAND ASSURANCE CORPORATION, party to the above Release or Instrument of Writing, and acknowledged the same to be the act of said body corporate. And I do hereby certify that of my own knowledge I am satisfied that the said Joshua N. Warfield, President as aforesaid, who has acknowledged the above Release, is the person named and described as, and professing to be the party in and to the same.

AS WITNESS my hand and Notarial Seal.

LENA NEWBERGER
Notary Public.

Notary
Public
Seal.

Clerk's Certificate

Jacob S. New,
Assignee,

VS.

Henry C. Gardner,
and wife.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Chy. No. 3144.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 8th day of February 1938, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's
Place.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 10th day of March 1938.

WM. H. CARTER Clerk

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed March 11, 1938.

NISI RATIFICATION OF AUDIT

JACOB S. NEW, Assignee
vs.
HENRY C. GARDNER and
CLARA GARDNER, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3144

ORDERED, This eighth day of February in the year nineteen hundred and thirty-eight that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the fourht day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the twenty-fifth day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed February 8, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 11th, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Jacob S. New, Assignee vs. Henry C. Gardner and Clara Gardner, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 10th day of February, 1938, being more than two weeks before the 25th day of February 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed March 14, 1938.

Ordered, this 14th day of March, 1938, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing report and account of the Auditor, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the Order Nisi passed in relation to said Report and Account.

THOS. J. KEATING

Filed March 14th, 1938.

CAUSE No. 3150

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

Wesley E. Thawley, Assignee for the purpose of collection and foreclosure of Home Owners' Loan Corporation, mortgagee of George E. Cole, widower	:	In the Circuit Court for Queen Anne's County, Maryland in Equity
		Chy. No.

Mr. Clerk:

Please docket suit as above for foreclosure of the mortgage from George E. Cole, widower, to Home Owners' Loan Corporation dated October 13, 1934 and recorded among the Land Record Books of Queen Anne's County, Maryland in Liber B. H. T. No. 18 Folio 366, default having occurred in said mortgage.

WESLEY E. THAWLEY
Assignee.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 16, 1937.

::::::::::::::::::::::::::::::::::::
#1 6,793. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Sixth day of October, in the year nineteen hundred and thirty four, the following Mortgage was brought to be recorded, to wit:-

(Maryland Mortgage) Loan 18 D No. 257

THIS MORTGAGE, Made this thirteenth day of October 1934, by and between George E. Cole, Widower, of Church Hill, Queen Anne's County, State of Maryland, Mortgagor, and the HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of three thousand one hundred fifty & 00/100 Dollars, in consideration whereof and for value received the Mortgagor has made and passed unto the Mortgagee his promissory note of even date herewith for said sum of three thousand one hundred fifty & 00/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagor hereby covenants to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $24.91 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagor to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagor agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagor is desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Queen Anne's County, State of Maryland, and described as follows, that is to say:

All that lot of land at "Starkey's Corner", in the Second Election District of Queen Anne's County, Maryland, beginning at a stone set in the ground on the east side of the public road leading from Centreville to Church Hill and on to Chestertown, at the point at which the road leading from South East Landing to Price Station crosses said road, and running thence

northeasterly with said first mentioned road, 128 feet; thence in a southeasterly direction, 110 feet; thence in a southwesterly direction, 84 feet to the east corner of an old wheel wright shop; thence with said shop in a northwesterly direction 38 feet; thence in a westerly direction 48 feet; thence in a northwesterly direction with the aforesaid road leading from South East Landing to Price Station, 56 feet to said beginning.

Being the same land which was conveyed from Thomas H. Gafford, Single, and Mary E. Gafford, Widow, unto said George E. Cole, by deed dated May 13, 1902, and recorded in Queen Anne's County Land Record Liber J. E. G. No. 3, folio 249, &c.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagor shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagor shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rents, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagor does hereby covenant to pay when legally demandable, and the Mortgagor does further covenant and agree that he shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagor covenants to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagor covenants to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagor to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagor covenants to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenants to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagor hereby assigns to the Mortgagee all rents accruing on said premises and authorizes said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cost advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagor, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee, may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change

or affect the original liability of the Mortgagor herein either in whole or in part

The Mortgagor binds himself not erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specificially agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Queen Anne's County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagor, or to whomever may be entitled thereto.

The Mortgagor 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, or under the assent to decree as hereinbefore set forth, there shall be and become due by him 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagor does hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 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 Mortgagor further covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hand and seal of the Mortgagor.

TEST: M. VIRGINIA WOOD GEORGE E. COLE (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of October, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared George E. Cole, Widower, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing mortgage to be his act. At the same time also appeared L. Roy Willis, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

M. VIRGINIA WOOD
Notary Public.

Notary
Public
Seal.

My commission expires the sixth day of May, 1935.

Queen Anne's County, to wit: Be it remembered that on the Sixteenth day of November in the year Nineteen Hundred and Thirty Seven the following Assignment was filed for record, to wit:

For Value received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Wesley E. Thawley, for the purpose of collection and foreclosure.

As witness, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 13th day of October, 1937.

CHAS. B. LYDDANE
Regional Treasurer.

Witness: Esther Reamer

Corporate
Seals
Place.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing was duly taken and copied from Liber B. H. T. No. 18, folios 366, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this sixteenth day of November, in the year nineteen hundred and thirty seven.

Seal's
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND
Filed Dec. 14, 1937.

Queen Annes County, to wit; Be it remembered that on the fourteenth day of October, in the year Nineteen Hundred and thirty seven the following Bond was filed for record, to wit:

Know all men by these presents:

That We Wesley E. Thawley of Denton, Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound State of Maryland, in the full and just sum of Three Thousand ($3000.00) Dollars to be paid to the said State or its certain attorney, to which payment, well, and truly to be made, we bind ourselves, and each of us our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd. day of December in the year of our Lord nineteen hundred and thirty seven.

Whereas the above bounden Wesley E. Thawley by virtue of a power contained in a mortgage from George E. Cole widower to Home Owners' Loan Corporation, dated October 13th, 1934 and recorded in Liber B. H. T. No. 18 folio 366 etc. one of the Land Record Books of Queen Anne's County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Wesley E. Thawley is about to execute the power vested in said mortgage. Now the condition of the above obligation is such, That if the above bounden do and shall abide by any fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Wesley E. Thawley (SEAL)

Maryland Casualty Company

Mildred B. Butler

Corporate
Seals
Place.

Per W. Stewart Anderson
Attorney in fact.

Attest: M. C. Klair

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

Security approved and Bond filed December 14th, 1937.

Wm. H. Carter, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folio 74 &c., a Land Record Book for Queen Anne's County.

Seal's Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County, this fourteenth day of October, in the year 1937.

WILLIAM H. CARTER, Clerk

STATEMENT OF MORTGAGE DEBT
Filed December 14, 1937.

HOME OWNERS' LOAN CORPORATION,	)	IN THE
A UNITED STATES CORPORATION	)	CIRCUIT COURT
vs.	)	FOR
ESTATE OF GEORGE E. COLE	)	QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Home Onwers' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned.

Re: Loan #18-13-D-257 4 D-M

Date of Loan	10-13-34
Original Amount of Loan	$ 3,150.00
Advanced for Insurance	27.22
Total of Original Loan and Advances	$ 3,177.22
Applied to Principal	402.30
Principal Balance Due	$ 2,774.92
Unpaid Interest due as of 5-13-37 to 12-14-37	80.74
TOTAL AMOUNT DUE 12-14-37	$ 2,855.66

CD:D

J. WILSON CORWIN
J. Wilson Corwin
Assistant to the Regional Manager

State of Maryland, City of Baltimore, Sct.

I HEREBY CERTIFY, that on this 26th day of Nov. in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. Wilson Corwin Assistant to the Regional Manager of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS MY Hand and Notarial Seal.

EDWARD C. GOLDER
Notary Public.

Notary Public Seal.

REPORT OF SALE
Filed Dec. 14, 1937.

WESLEY E. THAWLEY, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
GEORGE E. COLE	:	CHY. NO. 3150

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sales of Wesley E. Thawley, Assignee for the purpose of collection and foreclosure of Home Owners' Loan Coporation, mortgagee of George E. Cole, widower, in the above entitled case, respectfully shows:

1 - That George E. Cole, widower, executed and delivered to Home Owners' Loan Corporation a mortgage bearing date the 13th day of October, 1934, and duly of record in Mortgage Record B. H. T. No. 18 Folio 366 etc., one of the Mortgage Record Books for Queen Anne's County, Maryland, which said mortgage was duly assigned to Wesley E. Thawley for the purpose of foreclosure and collection, as will appear by reference to a certified copy of said mortgage filed in this proceeding as part hereof and marked "Exhibit A" to this Report of Sales.

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 Queen Anne's Record and 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 thereunto annexed, filed herewith as part hereof, and marked "Exhibit B" to this Report of Sales.

3- That the said Wesley E. Thawley, Assignee, 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, December 14, 1937, between the hours of 2 and 4 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 of land at "Starkey's Corner" in the Second Election District of Queen Anne's County, Maryland, beginning at a stone set in the ground on the east side of the public road leading from Centreville to Church Hill and on to Chestertown, at the point at which the road leading from South East Landing to Price Station crosses said road, and running thence northeasterly with said first mentioned road, 128 feet; thence in a southeasterly direction 110 feet; thence in a southwesterly direction 84 feet to the east corner of an old wheel wright shop; thence with said shop in a northwesterly direction 38 feet; thence in a westerly direction 48 feet; thence in a northwesterly direction with the aforesaid road leading from South East Landing to Price Station 56 feet to said beginning and fully described in the mortgage aforesaid.

That Wesley E. Thawley, Assignee, in accordance with the advertisement, sold the same to Home Owners Loan Corporation at and for the price and sum of Twenty Seven Hundred Dollars ($2700.00) it being at that price the highest bidder therefor.

The terms of sale were cash on day of sale. Title papers and all documentary 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, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of December, nineteen hundred and thirty-seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Wesley E. Thawley, Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sales are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand the day and date above written.

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

Filed December 14th, 1937.

CERTIFICATE OF PUBLICATION OF SALE
Filed Dec. 14, 1937.

Wesley E. Thawley, Attorney
Denton, Maryland

ASSIGNEE'S SALE
OF VALUABLE
REAL ESTATE
At Starkey's Corner

By virtue of the power and authority contained in a mortgage from George E. Cole, widower, to Home Owners' Loan Corporation dated October 13, 1934 and recorded among the Mortgage Record Books for Queen Anne's County, Maryland in Liber B. H. T. No. 18 Folio 366 etc., duly assigned to Wesley E. Thawley for the purpose of foreclosure and collection, default having occurred) the undersigned Assignee will sell at public auction in front of the Court House Door in the town of Centreville, Maryland on

TUESDAY, DECEMBER 14, 1937 between the hours of 2 and 4 o'clock P. M. the following described real estate, to wit:

All that lot of land at "Starkey's Corner" in the Second Election District of Queen Anne's County, Maryland, beginning at a stone set in the ground on the east side of the public road leading from Centreville to Church Hill and on to Chestertown, at the point at which the road leading from South East Landing to Price Station crosses said road, and running thence northeasterly with said first mentioned road, 128 feet; thence in a southeasterly direction 110 feet; thence in a southwesterly direction 84 feet to the east corner of an old wheelwright shop; thence with said shop in a northwesterly direction 38 feet; thence in a westerly direction 48 feet; thence in a northwesterly direction with the aforesaid road leading from South East Landing to Price Station 56 feet to said beginning and fully described in the mortgage aforesaid.

Improvements consist of 2-story frame dwelling containing 12 rooms- no bath. Two-car garage. Heated by Stoves.

TERMS OF SALE: Cash on day of sale. Title papers and all documentary stamps at expense of purchaser.

WESLEY E. THAWLEY,
Assignee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 14, 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Wesley E. Thawley, Assignee of mortgage vs. George E. Cole a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 18th day of November, 1937, being more than twenty days before the 14th day of December, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

N I S I

Wesley E. Thawley, Assignee	) IN THE CIRCUIT COURT
VS	) FOR QUEEN ANNE'S COUNTY
George E. Cole	) IN EQUITY
	) CHANCERY No. 3150.

ORDERED, This 14th day of December A. D., 1937, that the sale of the real estate made and reported in this cause by Wesley E. Thawley, Assignee, 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 $2700.00.

WILLIAM H. CARTER Clerk.

Filed December 14th, 1937.

CERTIFICATE OF PUBLICATION
OF ORDER NISI

N I S I

WESLEY E. THAWLEY
Assignee
vs.
GEORGE E. COLE

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3150

ORDERED, This 14th day of December A. D., 1937, that the sale of the real estate made and reported in this cause by Wesley E. Thawley, Assignee, 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 $2700.00.

WILLIAM H. CARTER, Clerk
True copy:
Test:
WILLIAM H. CARTER, Clerk
Filed December 14th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 193

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Wesley E. Thawley Assignee vs. George E. Cole a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 16th day of December, 1937, being more than four weeks before the 17th day of January 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Feb. 23, 1938.

WESLEY E. THAWLEY, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
GEORGE E. COLE	:	CHY. NO. 3150.

Ordered this 23rd day of February, 1938, 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 Wesley E. Thawley, Assignee, be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the previous order of this Court. The Assignee is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the auditor.

THOS. J. KEATING

J U D G E

Filed Feb. 23rd, 1938.

REPORT AND ACCOUNT OF THE AUDITOR
Filed March 2nd, 1938.

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

Wesley E. Thawley,
Assignee,

vs.

George E. Cole.

Cause No. 3150.

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 an examination of the proceedings of this cause that the same were instituted and have been conducted for the collection of a mortgage debt under a mortgage given by the defendant upon certain land therein described by sale under the mortgage of the land, and it appears also that the proceeds of the sale made under the mortgage are not sufficient to pay the mortgage debt in full.

That in the within account the auditor has charged Wesley E. Thawley, the plaintiff, to whom said mortgage was assigned and who made the sale of the cause, with the gross amount of the sale made by him per his report, and then thereout the auditor has allowed as follows, to wit:
Unot the said vendor for his compensation for making the sale the sum of fifty dollars per the vendor's instructions to the auditor in lieu of the compensation provided for the vendor by the terms of the mortgage, the sum so allowed being less than the compensation provided in the mortgage; the court costs of this cause; taxes on the mortgaged property for year 1937; costs of advertising the sale and the several orders nisi of the cause; the cost of the vendor's bond; the charges of the auctioneer for crying the sale and the fee of the auditor.
Unot Wesley E. Thawley, as the assignee of the mortgage mentioned, the balance of the amount so charged to him remaining after the allowances above mentioned in part payment of the mortgage debt due on the day of sale.

The Auditor has stated and returns herewith an additional account between the mortgagor and the assignee of the mortgage showing the balance due by the mortgagor to the mortgagee on the day of sale and after the application to the debt of the net proceeds of sale of this cause.

Which is respectfully submitted.

March 1, 1938.

MADISON BROWN
Auditor.

Cause No. 3150.

The proceeds of the sale of the mortgaged real estate of George E. Cole, the person making the mortgage mentioned in these proceedings, IN ACCOUNT WITH Wesley E. Thawley, the assignee of said mortgage and as such the party making the mortgage sale under said mortgage described in this cause.

1937	CR.	
Dec. 14	By amount of the gross sale of this cause per report of sale of said vendor filed in this cause, to wit: the sum of	$2,700.00
1937	DR.	
Dec. 14	To Wesley E. Thawley, the party making the sale of this cause, for his compensation for so doing and in lieu of his compensation for so doing provided by the terms of the mortgage this sum, per his instructions to the auditor, to wit: .	$50.00
	To do., for amount of the court costs of this cause paid the Clerk of the Court per his bill as follows, to wit: Costs of Wm. H. Carter, clerk, . . . $24.75 Appear. fee of Wesley E. Thawley . . . 10.00.	34.75
	To do., for amount paid the Collector of Taxes of Queen Anne's County for state and county taxes on the property sold for year 1937 per tax bill receipted, exhibited, the sum of	21.46
	To do., for the cost of advertising paid Queen Anne's Record-Observer per account for same receipted and exhibited as follows, to wit: notices of the sale . . . . . $32.62 order nisi on the sale 5.00	37.62
	To do., for costs of advertising the order nisi to be passed as to this report and account to Queen Anne's Record-Observer per account for same receipted, exhibited, the sum of	3.50

To do., for the cost of his bond containing corporate surety filed in this cause paid to said surety as per account for same receipted, exhibited, the sum of 12.00

To do., for charges paid J. E. Anthony for crying sale per his account for same receipted, exhibited, the sum of 10.00

To do., for amount paid Madison Brown, auditor, for stating this account per his receipt for same exhibited, the sum of 9.00

To Wesley E. Thawley, 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 debt in full, to wit: the sum of 2,521.67

$2,700.00 $2,700.00

March 1, 1938.

MADISON BROWN
Auditor.

Cause No. 3150

George E. Cole,
to
Wesley E. Thawley, assignee, DR.

1937
Dec.
14 To amount of the mortgage debt due by the said George E. Cole to the said Wesley E. Thawley, as assignee of the mortgage given by the said George E. Cole to Home Owners' Loan Corporation dated October 13, 1934 and described in the proceedings of this cause, on December 14, 1937, the day of the sale of this cause, per statement of mortgage debt filed in this cause, to wit: the sum of $2,855.66

CR.

By amount applicable to said debt as the net proceeds of the sale of this cause, per the within and aforegoing auditor's account, to wit: the sum of 2,521.67

DR.

To balance due by the said George E. Cole to the said Wesley E. Thawley, assignee, under the covenants of said mortgage and bearing interest from December 14, 1937, the sum of . . . . . $ 333.99

March 1, 1938.

MADISON BROWN
Auditor.

Filed March 2nd,1938.

NISI RATIFICATION OF AUDIT

Wesley E. Thawley, Assignee,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
George E. Cole	IN EQUITY
	CASE No. 3150.

ORDERED, This 2nd 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 thereof be shown on or before the 25th day of March, 1938; provided a copy of this order

be published once a week in each of two successive weeks before the 18th day of March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

Filed March 2nd, 1938.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed March 25, 1938.

NISI RATIFICATION OF AUDIT

WESLEY E. THAWLEY,
Assignee
vs.
GEORGE E. COLE

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3150

ORDERED, This second day of March in the year nineteen hundred and thirty-eight that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twenty-fifth day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the eighteenth day of March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed March 2nd, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 25th, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wesley E. Thawley Assignees, vs. George E. Cole a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 3d. day of March, 1937, being more than two weeks before the 25th day of March, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

CLERK'S CERTIFICATE
Filed March 29, 1938.

Clerk's Certificate

Wesley E. Cole, Assignee	In the Circuit Court
vs.	for
George E. Cole	Queen Anne's County,
	in Equity.
	Chy. No. 3150.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 2nd day of March, 1938, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's Place.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 29th day of Mch. 1938.

WM. H. CARTER Clerk.

ORDER OF COURT
Filed March 29th, 1938.

Wesley E. Thawley, Assignee,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
George E. Cole.	)	Cause No. 3150.

FINAL RATIFICATION OF AUDIT

ORDERED, this 29th day of March, 1938, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and 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, Wesley E. Thawley, 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 March 29th, 1938.

CAUSE NO. 3114.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of January, in the year nineteen hundred and thirty six, the following Authorization to file suit by next friend was filed for record, to wit:

HARRY M. JUMP, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
R. CARTER BRYAN, ET AL.	)	
		Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Harry M. Jump, the undersigned, do hereby authorize H. B. W. Mitchell, Attorney at Law, Centreville, Maryland, to use my name as next friend of Harry Alenby Jump, infant plaintiff in the above entitled cause about to be instituted in this Court.

Respectfully,

HARRY M. JUMP

BILL OF COMPLAINT
Filed January 2, 1937.

HARRY M. JUMP and	)	In the Circuit Court for
HARRY ALENBY JUMP, infant, by	)	Queen Anne's County
Harry M. Jump, his father	)	in Equity.
and next friend,	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
R. CARTER BRYAN and	)	
MARY G. BRYAN, his wife,	)	
W. IRA BRYAN and	)	
LIDA CARTER BRYAN, his wife,	)	
WILLIAM CARTER JUMP,	)	
LILLIAN MAY JUMP,	)	
BURTON JUMP and	)	
T. HARRIS SMITH,	)	
Defendants.	)	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That Richard J. Carter, late of Queen Anne's County, State of Maryland, departed this life on or about the 1st day of April, 1893, leaving a last will and testament, bearing date the 7th day of December, 1892, and recorded in Liber F. R. no. 1, folios 89, etc., a will record book for Queen Anne's County aforesaid, and seized and possessed (among other real e state) of the following described real estate, to wit:

PARCEL NUMBER ONE

ALL that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Bryantown to Perry's Corner, being a part of the home farm of the late Robert S. Bryan and known as "Sayer's Forest", and containing 186 acres, 3 roods and 29 perches of land, more or less; being the same land which was granted and conveyed unto the said Richard J. Carter by Julianna E. Bryan, et al., by deed bearing date the 11th day of July, 1887, and recorded in Liber S. C. D. No. 10, folios 368, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO

ALL that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Perry's Corner

(via Bryantown) to Queenstown, containing 101 acres and 26 perches of land, more or less, saving and excepting therefrom, however, the graveyard with the right of ingress and egress to and from the same; being the same land which was granted and conveyed unto the said Richard J. Carter by William J. Price and Eliza A. Price, his wife, by deed bearing date the 16th day of July, 1887, and recorded in Liber S. C. D. No. 10, folios 210, etc., a land record book for Queen Anne's County aforesaid.

Certified copies of the above described deeds, marked "Plaintiffs' Exhibit Nos. 1 and 2", respectively, are filed herewith as a part hereof.

2. That the said Richard J. Carter did, among other things, by said last will and testament, which was duly admitted to probate by the Orphans' Court of Queen Anne's County aforesaid, provide as follows:

"(10). I give and devise to my daughter, Ada E. Jewell, for and during the term of her natural life and no longer the following real estate, to wit:

(A). The farm in Piney Neck known as the "Robert Bryan" farm containing 288 acres and 15 perches of land, more or less, of which part was conveyed to me by deed from W. J. Price and wife by deed bearing date July 16th, 1887, and part by deed from Julian E. Bryan and others dated July 11th, 1887.

From and after the death of my said daughter, Ada E. Jewell, I give and devise the said real estate so as aforesaid devised to her for life to her issue living at the time of her death, but if she should die without leaving issue living at the time of her death, I then give and devise one moiety thereof to my son, William T. Carter, in fee, and the other moiety thereof to my daughter, Mary E. Bryan, for and during the term of her natural life and no longer and from and after her death then to her issue living at the time of her death as tenants in common in equal proportions share and share alike".

A certified copy of said last will and testament, marked "Plaintiffs' Exhibit No. 3", is filed herewith as a part hereof.

3. That the said William T. Carter, who predeceased the said Ada E. Jewell, departed this life on or about the 1st day of October, 1899, leaving a last will and testament, bearing date the 25th day of September, 1899, and recorded in Liber F. R. No. 2, folios 149, etc., a will record book for Queen Anne's County aforesaid, by which said last will and testament, which was duly admitted to probate by the Orphans' Court of Queen Anne's County aforesaid, he gave, devised and bequeathed the rest, residue and remainder of his estate and property unto his wife, May (or Mary) E. Carter, and unto his daughters, Elma May Carter and Lyda (or Lida) Burton Carter, share and share alike. A certified copy of said last will and testament, marked "Plaintiffs' Exhibit No. 4", is filed herewith as a part hereof.

4. That the said May (or Mary) E. Carter, who also predeceased the said Ada E. Jewell, departed this life, intestate, on or about the 1st day of December, 1912, leaving surviving her as her only heirs-at-law, the said Elma May Carter, who prior thereto had intermarried with the said Harry M. Jump, and the said Lyda (or Lida) Burton Carter, who afterwards intermarried with the said W. Ira Bryan.

5. That the said Mary E. Bryan, who, having also predeceased the said Ada E. Jewell, left as her only issue living at the time of her death, the said R. Carter Bryan and W. Ira Bryan.

6. That the said Ada E. Jewell departed this life on or about the 3rd day of January, 1931, without leaving issue living at the time of her death.

7. That the said Elma C. Jump departed this life, intestate, on the 4th day of May, 1936, leaving surviving her as her only heirs-at-law, the said Harry M. Jump, her husband, and the said William Carter Jump, Lillian May Jump, Burton Jump and Harry Alenby Jump, her children.

8. That the title to said real estate hereinbefore described has now devolved upon the said R. Carter Bryan, (who owns an undivided one-fourth interest therein), the said W. Ira Bryan, (who owns an undivided one-fourth interest therein), the said Lida Carter Bryan, (who owns an undivided one-fourth interest therein), and the said Harry M. Jump, William Carter Jump, Lillian May Jump, Burton Jump and Harry Alenby Jump, (who together own an undivided one-fourth interest therein).

9. That the personal estates of the said Richard J. Carter, William T. Carter and May (or Mary) E. Carter have all been fully administered upon and all debts, including funeral expenses, due and owing by each of them, respectively, at the time of their deaths have been paid in full.

10. That the personal estate of the said Elma C. Jump is now in the process of administration and is more than sufficient to pay all of her debts and funeral expenses in full as will be made known at the hearing.

11. That the real estate hereinbefore described cannot be divided without loss or injury to the parties interested therein and owning the same as above set forth, and your Orators are advised that they are entitled to have said

real estate sold under a decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights and interests.

12. That one of your Orators, the said Harry M. Jump, acting for and on behalf of himself and for and on behalf of the said Harry Alenby Jump, the infant plaintiff, has joined with all of the other parties interested in and owning said real estate in a contract of sale to T. Harris Smith, one of the defendants. selling unto him said real estate, subject to the approval and ratification of this Court, at and for the sum of Eight Thousand Dollars ($8,000), the terms of said sale being fully set forth in the written contract thereof which was executed in triplicate, one of the originals thereof being filed herewith as a part hereof and marked "Plaintiffs' Exhibit No. 5".

13. 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 tin the name of Harry M. Jump, individually, and as next friend of Harry Alenby Jump, infant, against the said R. Carter Bryan and Mary G. Bryan, his wife, W. Ira Bryan and Lida Carter Bryan, his wife, William Carter Jump, Lillian May Jump, Burton Jump and T. Harris Smith".
>
> "All costs and expenses incident to the said chancery proceeding and the usual commissions allowed trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, to be paid to William R. Horney and/or such other person or persons as the Court may appoint as trustees to carry out this contract of sale, shall be borne by the parties of the first part and shall be deducted from the proceeds of sale".
>
> "The brokers' commissions to the Easter Shore Estates Company, who brought about this sale, are to be paid by the purchaser".
>
> "And it is understood that the said William R. Horney shall receive the initial payment of One Thousand Dollars ($1,000.00) and deposit the same to his credit as trustee in the case of "Jump vs. Bryan" in The Centreville National Bank of Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity.

14. That your Orators are advised that because one of the parties to said contract of sale is an infant under the age of twenty one years, the said contract of sale cannot be fulfilled and the said T. Harris Smith vested with the legal title to said real estate without the aid of this Honorable Court.

15. That your Orators aver that it will be to the interest and advantage of all the parties owning said real estate and interested therein as above set forth and all the parties to said contract of sale that the said contract of sale be ratified and confirmed by this Honorable Court for the reason that the purchase price named in said contract of sale is a fair market value for said real estate and is as much, if not more than, said real estate would bring at public sale, and for other reasons to be made known at the hearing.

16. That the initial payment of One Thousand Dollars ($1,000) mentioned in said contract of sale has been paid into the hands of William R. Horney, who has deposited the same to his credit as trustee in the case of "Jump vs. Bryan" in The Centreville National Bank of Maryland, subject to the future order of this Honorable Court.

17. That the said Harry M. Jump is an adult and resides in Queen Anne's County aforesaid.

18. That the said Harry Alenby Jump, is an infant under the age of twenty one years, and resides with his father, the said Harry M. Jump, in Queen Anne's County aforesaid.

19. That the said R. Carter Bryan and Mary G. Bryan, his wife, are adults and reside in Queen Anne's County aforesaid.

20. That the said W. Ira Bryan and Lida Carter Bryan, his wife, are adults and reside in Cecil County, State of Maryland.

21. That the said William Carter Jump is an adult and resides in Queen Anne's County aforesaid.

22. That the said Lillian May Jump is an adult and resides in Queen Anne's County aforesaid.

23. That the said Burton Jump is an adult and resides in Queen Anne's County aforesaid.

24. That the said T. Harris Smith is an adult and resides in Queen Anne's County aforesaid.

TO THE END THEREFORE:

(1) That said real estate may be sold under a decree of this Court for the purpose of a partition of the proceeds of sale among the parties entitled thereto.

(2) That a division of the proceeds of said sale may be had among the parties owning said real estate according to their respective interests and rights therein under the direction of this Court.

(3) That the said contract of sale hereinbefore set forth may be confirmed and ratified by this Honorable Court.

(4) That trustees may be appointed by this Honorable Court to convey said real estate unto the said T. Harris Smith, vendee, his heirs and assigns, after the payment in full of said purchase price, by a good and sufficient deed conveying the fee simple title of, in and to said real estate free, clear and discharged of the rights of all the parties to this bill of complaint and to said contract of sale.

(5) That said trustees may be vested with the power and authority to collect and receive said purchase money and bring the same into this Honorable Court for distribution under its order and direction.

(6) That your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators the writ of subpoena against the said R. Carter Bryan and Mary G. Bryan, his wife, William Carter Jump, Lillian May Jump, Burton Jump and T. Harris Smith, who reside in Queen Anne's County aforesaid, and the said W. Ira Bryan and Lida Carter Bryan, his wife, who reside in Cecil County aforesaid, 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 as in duty bound, etc.,

H. B. W. MITCHELL
Solicitors for Plaintiffs.

Filed Jan. 2nd, 1937.

EXHIBIT No. 1
Certified copy of Deed.
Filed Jan. 2, 1937.

Queen Anne's County, to wit: Be it remembered that on the Twentieth day of September in the year Eighteen Hundred and Eighty Seven, the following Deed was brought to be recorded, to wit:

This Deed made this Eleventh day of July in the year Eighteen hundred and Eighty Seven, by Julianna E. Bryan widow, Julianna Bryan, Mary C. Perry, widow, Charles W. Butler, and Isabella C. Butler, his wife, all of Queen Anne's County, State of Maryland, Witnesseth: that in consideration of the sum of five thousand Six hundred and forty two dollars and sixty Six cents, the said Julianna Bryan, Mary C. Perry, Charles W. Butler and Isabella C. Butler, do grant and convey unto Richard J. Carter, his heirs and assigns, in fee simple, all that tract or parcel of land situate in the Fifth Election District of Queen Anne's County, on the north side of the public road leading from Bryantown to Perrys Corner being a part of the home farm of the late Robert S. Bryan and Known as "Sayers Forest" and contained within the following courses and distances metes and bounds viz: Beginning at a stone near the south side of said road at the head of the east branch of Greenwood Creek and running thence North Seventy Eight degrees east fifteen and six tenth perches to a point opposite the division fence between said land and the land of Charles Butler thence with said division line North ten and one half degrees west one hundred and sixteen perches thence north Eighty Eight and a half degrees west seventeen perches thence North sixty four and a half degrees west Eighteen perches thence north forty seven degrees west four perches, thence north twenty six degrees west fourteen perches, thence north thirty five degrees west twelve perches thence North twenty degrees East nine and fife tenth perches, thence north sixty Eight and a half degrees west fifteen perches to a Reach Oak tree, thence North fifty Eight and a half degrees west twenty one and nine tenth perches to a stone, thence south fifteen and a half perches to a post thence south seventy three degrees west one hundred perches to a stone, thence south fourteen degrees east three and Eight tenth perches to a stone, thence south twenty three degrees east Seventy seven and four tenth perches to a stone, thence south Eighty one and a quarter degrees west, Eighteen and five tenth perches to a fence near a large Poplar tree, thence South seventeen and a half degrees east ninety eight perches to a stone marked W. on the south side of aforesaid road and on west side of the west branch of Greenwood Creek thence South Eighty seven and a half degrees east nine perches to a point on the south of the road, thence with south side of road north Seventy Six and a half degrees east Eighty three perches to barn lot, thence around said lot south three and a half degrees west eight and two tenth perches, South Eighty Six degrees east

ten perches, North seven and a quarter degrees east twelve perches to road thence with road North seventy six and a half degrees east fifty six perches, thence south twelve and a quarter degrees east two and eight tenth perches to the beginning containing one hundred and Eighty Six acres three roods and twenty nine perches of land, being the same land devised to the said Julianna E. Bryan widow, Julianna Bryan, Mary C. Perry widow, Charles W. Butler, and Isabella C. Butler, his wife, by the last will and testament of the late Robert S. Bryan, duly executed to pass real estate and admitted to probate by the Orphans Court for Queen Anne's County. And the said Julianna E. Bryan by the Orphans Court for Queen Annes County. And the said Julianna Bryan, Mary C. Perry Charles W. Butler and Isabella C. Butler covenant that they will warrant generally and specially the property hereby granted.

Witness their hands and seals

Mrs. Julianna E. Bryan (SEAL)

M. C. PERRY (SEAL)

Test: Julia Bryan (SEAL)

ISAAC WINCHESTER C. W. Butler (SEAL)

BELLE C. BUTLER (SEAL)

State of Maryland, Queen Annes County, to wit

I hereby certify that on this Eleventh day of day of July in the year Eighteen hundred and Eighty seven, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County personally appeared Julianna E. Bryan, Julianna Bryan, Mary C. Perry, Charles W. Butler and Isabella Butler, his wife, and did each acknowledge the aforegoing Deed to be their respective act.

Isaac Winchester J. P.

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the aforegoing is truly taken and copied from Liber S. C. D. No. 10, folio 368 &c., a Land Record Book for Queen Annes 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 January, A. D., 1937.

Seal's Place.

WILLIAM H. CARTER, Clerk

EXHIBIT No. 2.
Certified Copy of Deed.
Filed Jan. 2, 1937.

Queen Anne's County, to wit: be it remembered that on the Eighteenth day of July in the year Eighteen Hundred and Eighty Seven, the following Deed was brought to be recorded, to wit:

This Deed made this Sixteenth day of July in the year Eighteen hundred and Eighty seven by William J. Price and Eliza A. Price, his wife, of Queen Anne's County, State of Maryland, Witnesseth, that in consideration of the sum of Three Thousand, three Hundred and Sixty one dollars and ninety cents the said William J. Price and Eliza A. Price, his wife, do grant and convey unto Richard J. Carter, his heirs and assigns, in fee simple All that tract or parcel of land situate in the Sixth Election District of Queen Anne's County, on the south side of the public road leading from Perry's Corner to Queenstown, Beginning on the south side of said road where the east branch of Greenwoods Creek crosses said road and running with the South side of the road, South seventy six degrees west fifty six and one tenth perches to the corner of the Lot on which the out houses stand which is reserved with the Farm on the north side of the road, then with said lot south Seven and a quarter degrees west twelve perches, then north, Eighty six degrees west ten perches, then north three and a half degrees east Eight and one fifth perches to the roads then with the road South seventy six degrees west Eighty two and fourth fifth perches, then north Eighty three and a half degrees west Eight and nine tenths perches to a stone on the west side of the west branch of Greenwood Creek, then down said creek south thirty degrees east ninety two perches, then south fifty one and a quarter degrees east twenty eight perches, then s outh sixty five and a quarter degrees east eight perches, then south thirteen and a half degrees east twenty two perches then south three and a quarter degrees east twelve and three fifth perches, then south fifty nine degrees east east Eight and three fifth perches,

then south thirty nine and three quarter degrees east twenty perches, then south forty six degrees east nine and four tenth perches to the east branch of Greenwood's Creek then up said east branch north forty nine and a half degrees east, eight perches then north Six degrees east Eighteen perches, then north two and a quarter degrees west ten perches, then north seventy three and a quarter degrees east fifteen and Eight tenth perches, then north twenty seven and a half degrees east twelve and eight tenths perches, then north thirty four degrees west twenty perches, then North forty three degrees east twenty eight and eight tenth perches then north nine degrees east forty seven and Sixteen perches, then then north one and one half degrees east sixty-two and eight tenth perches to the place of beginning containing one hundred and one acre and twenty six perches of land saving excepting from the operation of this grant the Grave Yard with right of ingress and egress to and from the same as set forth in the last will and testament hereinafter mentioned. It being the same land deeded by George F. Bryan & wife to Wm. J. Price recorded in Liber S. C. D. No. 9, folios 62 &c., a Land Book for Queen Annes County, and H. E. B. Bryan & wife to Wm. J. Price recorded in Liber S. C. D. No. 7 folio 427 &c., a Land Book for Queen Annes County, being the same land devised to the said Geo. F. & H. E. B. Bryan by the last will and testament of their father the late Robert I. Bryan duly executed to pass real estate and admitted to probate by the Orphans Court for Queen Anne's County.

And the said William J. Price covenants that he will warrant generally and specially the property hereby granted.

Witness their hands and seals.

Wm. J. Price (SEAL)

Eliza A. Price (SEAL)

Test:

R. Goldsborough

State of Maryland, Queen Annes County, to wit:

I hereby certify that on this 16th day of July, in the year Eighteen Hundred hundred and Eighty seven before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County, personally appeared William J. Price and Eliza A. Price, his wife, and did each acknowledge the aforegoing Deed to be their respective act.

R . Goldsborough J. P.

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

I hereby certify, that the aforegoing is truly taken and copied from Liber S. C. D. No. 10, folio 210, a Land Record Book for Queen Annes County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County day of January A. D., 1937.

Seal's Place.

William H. Carter, Clerk Circuit Court for Queen Anne's County.

EXHIBIT No. 3
Filed Jan. 2, 1937.

I, Richard J. Carter of Queen Ann's County, in the State of Maryland, do make and declare this to be my last will and testament, in manner and form following, that is to say

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

(1) I give devise and bequeath, to my beloved wife M. E. Carter for and during the term of her natural life and no longer, the following real and personal property, that is to say, the Dwelling and Premises in Queenstown where I now reside conveyed to me by Bessie G. Fosnocht and Isaac G. Fosnocht by deed dated April 3d 1890, and all the House hold and Kitchen Furniture in said Dwelling, and my driving Horse 2 Carriages and Harness

(2) After the death of my wife, I give and devise the real estate above mentioned, that is to say Dwelling and premacis described above, to my Daughter Ada E. Jewell for and during the term of her natural life and no longer, and from and after her death to her ishue living at the time of her death, but if she should die without leaving ishue living at the time of her death, I give and devise the same to my children, then living, and to the ishue then living of my Children, as tenants in common, the ishue of said deceased children to take per stirpes and not per capita, only the respective share which the parent or respective parent if living, would have taken.

(3) I give and bequeath my twenty (20) shares of the Capital stock of the Queen Anne's National Bank of Centreville to my Daughter Ada E. Jewell for and during the term of her natural life and no longer, and from and after her death, then to her ishue living at the time of her death, but if my said Daughter Ada E. Jewell die without leaving ishue lving at the time of her death, I give and bequeath one mority of said stock to my Daughter Mary E. Bryan for and during the term of her natural life and no longer, and at her death then to her ishue living at the time of her death in eaqual proportions share and share alike; the other mority of said stock in case my said Daughter Ada E. Jewell should die without leaving ishue living at the time of her death, I give and bequeath to my son Wm. T. Carter absolutely.

(4) I give and bequeath to my son Wm. T. Carter in Trust his heirs and assigns, the sum of one thousand 1000.00 Dollars, nevertheless to invest the same in Bank Stock or someother good security the dividends interest and income derived therefrom, to pay over annually to the Trustees of the Queenstown Meeting House in Queenstown.

(5) I give and bequeath to my Nephew Wm. B. Downs the sum of Five hundred Dollars (500.00)

(6) I give and bequeath to Henry Downs son of Kate P. Downs the sum of Five Hundred Dollars (500.00)

(7) I give and bequeath to Clara Estella Sheubrooks the sum of one hundred dollars (100.00), and I will and direct that said sum remain in the hands of my son Wm. T. Carter, he to pay her annually the interest thereon untill she shall arrive at the age of eighteen years of age, when he shall pay her the principal sum, should she dye before arriving at that age then to Wm. T. Carter absolutely.

(8) I give and devise to my son Wm. T. Carter in fee simple the following Real Estate to wit:

(A) the farm whereon he now resides Called Chestnut Meadows Containing 193 Ack land more or less of land which was conveyed to me in part by Wm. T. Price & wife by Deed bearing date of July 9th 1862 and in part by Deed from Wm. McKenney of date of April 18th 1878 or all the land now attached to or claimed as belonging to said farm

(B) the farm in Wye Neck in Queen Anne's County containing one hundred and ten Ack 22 Perches more or less Conveyed to me by R. B. Carmichael by Deed bearing date Dec 5th 1865

(C) the farm known as the Furguson farm situated in Queen Anne's County at this time in the tenancy of one Wright containing 142 Ack 3 Rood of land more or less which was conveyed to me by one Braden by Deed bearing date of Dec 6th 1881

9. I give and devise to my Daughter Mary E. Bryan for and during the term of her natural life, and no longer, the following Real Estate, to wit:

(A) The farm on Wye Island known as the Clements farm containing 161 Ack 3 Roods 36 Perches land more or less Conveyed to me by V. B. Clements & wife by Deed dated April 26th 1887

(B) the farm known as the Demby farm containing 157 Ackers land more or less Conveyed to me by George W. Taylor Executor & Vendor and George W. Taylor & wife by Deed dated March 23d 1875

(C) The Dwelling & Millingnoy store in Queenstown and premacis now occupied by Miss Quinn it being a part of property conveyed to me by deed from Wm. A. Start dated March 18th 1879

(D) The Dwelling, Store and premacis in Queenstown occupied by Richard E. Bryan and conveyed to me by Jacob H. Callaway by Deed dated Nov 13th 1883, from and after the death of my said Daughter Mary E. Bryan, I give and devise the said real estate so as aforesaid devised to her for life, to her children living at the time of her death as tenant_ in common share and share alike for ever.

10. I give and devise to my daughter Ada E. Jewell, for and during the time of her natural life, and no longer the following Real Estate, to wit:

(A) the farm in Piney Neck known as the Robert S. Bryan farm, containing 288 Ackers 15 Perches of land more or less of which part eas conveyed to me by Deed from W. J. Price & Wife by Deed bearing Date July 16th 1887 and part by Deed from Julia E. Bryan and others Dated July 11th 1887

(B) The farm known as the New Market Farm containing 109 Ackers and 2 Roods more or less, conveyed to me by Wm. S. Price & wife by Deed dated Feb 10th 1879

(C) The Farm in Spaniards Neck known as the Palmer farm containing in farm and wood lot 158 Ack 2 R and 27 Perches more or less which was conveyed to me by Wm. J. Price and wife by Deed dated Feb 24th 1888
From and after the death of my said Daughter Ada E. Jewell, I give and devise the said real Estate so as aforesaid devised to her for her life, to her ishue living at the time of her death, but if she should die without leaving ishue, living at the time of her death, I then give and devise one mority thereof to my son W. T. Carter in fee, and the other Mority thereof to my Daughter Mary E. Bryan for and

during the term of her natural life and no longer, and from and after her death then to her ishue living at the time of her death as tenants in common, in Eaqual proportion share and share alike.

11. it is my will and pourpose, and I do hereby expressly declare that no devise or bequest herein to my wife, shall affect or impare in any manner the rights and claims to the dower in my Real Estate, or her thirds of my personal estate.

12. I will and devise that the share of my Daughter Mary E. Bryan, of my estate, under the residuary claim of this will, be applyed as a credit by my Executors to the indebtedness of Richard E. Bryan to me.

13. I will and devise that my interest in the growing crops, on all my lands at the time of my death shall pass to the devisees respectively, of the land whereon which they may be growing, and not to my Estate.

14. the rest residue and remainder of my estate, I give and devise and bequeath to my three children in equal proportion, share and share alike.

15. I constitute and appoint my friend Wm. J. Price and my son Wm. T. Carter, jointly, to be the Executors of this my last will and testament hereby revoking all other wills by me heretofore made.

In testimony whereof I now hereunto subscribe my name and affixed my seal this seventh day of December eighteen hundred and ninety two.

Richard J. Carter (SEAL)

Signed, sealed, published and declared by Richard J. Carter, 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.

C. W. Kelley
Wm. H. Denny
J. S. Denny

Queen Anne's County, SCT: April 4th, 1893.

Then came Wm. H. Denney and J. S. Denney witnesses to the aforegoing last will and testament of Richard J. Carter late of Queen Anne's County deceased and did each make oath on the Holy Evangely of Almighty God that they did see Richard J. Carter the testator sign his name to the foregoing will that they heard him publish pronounce the same to be his last will and testament that at the time of his so doing he was to the best of their apprehension of sound and disposing mind memory and understanding, that they signed their names as witnesses to said will in the presence of each other in the presence of the testator and at his request and they also saw C. W. Kelley sign his name to the foregoing last will and testament of Richard J. Carter, deceased.

Sworn in Court

Finley Roberts
Register of Wills.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT:

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County, Maryland, do hereby certify that the aforegoing is a true copy of the Last Will and Testament of Richard J. Carter, deceased, taken from the Original Will filed and now remaining in this Office, said Will being recorded in Liber F. R. # 1 folio 89 etc. Will Record Book.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of the Orphans' Court for Queen Anne's County this 2nd day of January, 1937.

Seal's
Place.

NORMAN S. DUDLEY
Register of Wills.

EXHIBIT NO. 4.
Certified copy of Will.
Filed Jan. 2, 1937.

In the name of God Amen

I, Wm. T. Carter of the town of Centreville, Queen Anne's Co. State of Maryland, being now weak in body, but sound in mind and memory, and being desirous of so arranging

my earthly affairs that I may be the better prepared to depart this life in peace and meet my God, do make and publish this to be my last Will and Testament as follows

Namely
Item 1st as soon after my death as it may be practicable it is my wish that all just debts owing by me together with my funeral expenses shall by my Executor hereafter named be paid.

Item 2nd then it is my Will and wish and I do so desire that my beloved wife Mary E. Carter shall have the House now occupied by me in the Town of Centreville together with all the land and buildings attached thereto, and all the House hold and Kitchen furniture the Horse and Carriage, to have and to hold during her natural life and no longer, and after hear death to be sold, whatever portion may be found, the proceeds arising therefrom to be eaqually divided between my two daughters, Elma May and Lyda Burton Carter if they be living; or to their lawful heirs, if either of them or their Heirs be living, at the time of her death.

Item 3rd I will and give to my daughter Elma May Carter the Home farm with the 24 Ackers of woodland used or now belonging to said farm, this farm is known as Chestnut Meadows and now occupied by one Chas. Jewell, in fee simple and forever to hold and manage and do as she wishes with

Item 4th I will and give to my daughter Lyda Burton Carter my other two farms, one known as the Carmichael farm situated in the 5th Election District, and now in the tenancy of Chas. E. Bishop, the other situated in the 3rd Election District known as the Furguson farm, and at this time in the tenancy of one Daniel Wright in fee simple to hold manage and do as she likes with as soon as she arrives at the age of twenty one years old.

Item 5th It is my will and wish and I do so intend that may beloved wife shall have the one third of my whole estate after deduct what I may owe at the time of my death, and buring expenses, and cost of administration; and do not intend or wish the special gifts of the House and furniture should deprive her of any part of my Estate the Law would have allowed her had I have made no will.

Item 6th. the rest and residue of my Estate of whatsoever character I give and bequeath eaqually between my wife Mary E. Carter, Elma May Carter and Lyda Burton Carter share and share alike.

7th. I do hereby make constitute and appoint Wm. J. Price to be Executor of this my last Will and testament, hereby revoking all other wills by me heretofore made, allso appoint him sole Guardian for my Daughter Lyda May Carter, in testimonie whereof I have hereunto subscribed my name and affixed my Seal this twenty fifth day of September Eighteen hundred and ninety nine.

W. T. Carter (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.

Alfred Tucker
J. H. C. Legg
E. G. Benton

Queen Anne's County, Sct.
17th day of October, 1899

Then came William J. Price and made oath in due form of law that he does not know of a Will or Codicil to a Will of Wm. T. Carter, late of said County, deceased, other than the aforegoing Instrument of Writing and that he received the same from said deceased on or about the twenty fifth day of September, 1899.

Test: Finley Roberts
Register of Wills.

Queen Anne's County, Sct.
17th day of October, 1899.

Then came Alfred Tucker & J. H. C. Legg, subscribing witness to the aforegoing last Will and Testament of William T. Carter, late of said County, deceased, and made oath in due form of law that they did see the testator therein named sign and seal the said Will; that they heard him publish, pronounce and declare the same to be his last will and Testament, and that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding and that they together with E. G. Benton who took the oath prescribed by law, the other subscribing witness, respectively subscribed their names as witnesses to said Will, in the presence and at the request of the said testator and in the presence of each other.

Sworn before Finley Roberts
Reg. of Wills.

In the Orphans' Court for Queen Anne's County.
Oct. 17th 1899.

The aforegoing last Will & Testament of Wm. T. Carter deceased was duly examined and approved by Court and same ordered to be received filed & recorded.

Finley Roberts
Reg. of Wills.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT:

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County, Maryland, do hereby certify that the aforegoing is a true copy of the last Will and Testament of William T. Carter, deceased, taken from the original Will filed and now remaining in this Office; said Will being recorded in Liber F. R. #2, folio 149, etc., Will Record Book.

In testimony whereof, I have hereunto subscribed my name and affixed the Seal of the Orphans' Court for Queen Anne's County this 2nd day of January, 1937.

Seal's
Place.

NORMAN S. DUDLEY
Register of Wills.

EXHIBIT No. 5
~~Certified Copy of~~ Contract of Sale
Filed Jan. 2, 1937.

THIS CONTRACT OF SALE, made this 7th day of December, 1936, by and between R. Carter Bryan and Mary G. Bryan, his wife, of Queen Anne's County, State of Maryland, W. Ira Bryan and Lida Carter Bryan, his wife, of Cecil County, State of Maryland, Harry M. Jump, William Carter Jump, Lillian May Jump and Burton Jump, of Queen Anne's County aforesaid, and Harry Alenby Jump, of Queen Anne's County aforesaid, infant, by Harry M. Jump, his father and next friend, parties of the first part, and T. Harris Smith, of Queen Anne's County aforesaid, party of the second part;

WHEREAS, Richard J. Carter departed this life on or about the 1st day of April, 1893, leaving a last will and testament, bearing date the 7th day of December, 1892, and recorded in Liber F. R. No. 1, folios 89, etc., a will record book for Queen Anne's County aforesaid, and seized and possessed (among other real estate) of the following described real estate, to wit:

PARCEL NUMBER ONE

ALL that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Bryantown to Perry's Corner, being a part of the home farm of the late Robert S. Bryan and known as "Sayer's Forest", and containing 186 acres, 3 roods and 29 perches of land, more or less; being the same land which was granted and conveyed unto the said Richard J. Carter by Julianna E. Bryan, et al., by deed bearing date the 11th day of July, 1887, and recorded in Liber S. C. D. No. 10, folios 310, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO

ALL that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Perry's Corner (via Bryantown) to Queenstown, containing 101 acres and 26 perches of land, more or less, saving and excepting therefrom, however, the graveyard with the right of ingress and egress to and from the same; being the same land which was granted and conveyed unto the said Richard J. Carter by William J. Price and Eliza A. Price, his wife, by deed bearing date the 16th day of July, 1887, and recorded in Liber S. C. D. No. 10, folios 210, etc., a land record book for Queen Anne's County aforesaid.

AND WHEREAS, the said Richard J. Carter did, among other things, by said last will and testament, which was duly admitted to probate by the Orphans' Court of Queen Anne's County aforesaid, provide as follows:

> "(10). I give and devise to my daughter, Ada E. Jewell, for and during the term of her natural life and no longer the following real estate, to wit:
>
> (A). The farm in Piney Neck known as the "Robert Bryan" farm containing 288 acres and 15 perches of land, more or less, of which part was conveyed to me by deed from W. J. Price and wife by deed bearing date July 16th, 1887, and part by deed from Julian E. Bryan and others dated July 11th, 1887.

From and after the death of my said daughter, Ada E. Jewell, I give and devise the said real estate so as aforesaid devised to her for life to her issue living at the time of her death, but if she should die without leaving issue living at the time of her death, I then give and devise one moiety thereof to my son, William T. Carter, in fee, and the other moiety thereof to my daughter, Mary E. Bryan, for and during the term of her natural life and no longer and from and after her death then to her issue living at the time of her death as tenants in common in equal proportions share and share alike".

AND WHEREAS, the said William T. Carter, who predeceased the said Ada E. Jewell, departed this life on or about the 1st day of October, 1899, leaving a last will and testament, bearing date the 25th day of September, 1899, and recorded in Liber F. R. No. 2, folios 149, etc., a will record book for Queen Anne's County aforesaid, by which said last will and testament, which was duly admitted to probate by the said Orphans' Court of Queen Anne's County aforesaid, he gave, devised and bequeathed the rest, residue and remainder of his estate and property unto his wife, May (or Mary) E. Carter, and unto his daughters, Elma May Carter and Lyda (or Lida) Burton Carter, share and share alike;

AND WHEREAS, the said May (or Mary) E. Carter, who also predeceased the said Ada E. Jewell, departed this life, intestate, on or about the 1st day of December, 1912, leaving surviving her as her only heirs-at-law, the said Elma May Carter, who prior thereto had intermarried with the said Harry M. Jump, and the said Lyda (or Lida) Burton Carter, who afterwards intermarried with the said W. Ira Bryan;

AND WHEREAS, the said Mary E. Bryan, who, having also predeceased the said Ada E. Jewell, left as her only issue living at the time of her death, the said R. Carter Bryan and W. Ira Bryan;

AND WHEREAS, the said Ada E. Jewell departed this life on or about the 3rd day of January, 1931, without leaving issue living at the time of her death;

AND WHEREAS, the said Elma C. Jump departed this life, intestate, on the 4th day of May, 1936, leaving surviving her as her only heirs-at-law, the said Harry M. Jump, her husband, and the said William Carter Jump, Lillian May Jump, Burton Jump and Harry Alenby Jump, her children;

AND WHEREAS, the title to said real estate hereinbefore described has now devolved upon the said R. Carter Bryan, (who owns an undivided one-fourth interest therein), the said W. Ira Bryan, (who owns an undivided one-fourth interest therein), the said Lida Carter Bryan, (who owns an undivided one-fourth interest therein), and the said Harry M. Jump, William Carter Jump, Lillian May Jump, Burton Jump and Harry Alenby Jump, (who together own an undivided one-fourth interest therein);

AND WHEREAS, the parties of the first part have agreed to sell unto the said party of the second part, at and for the sum of Eight Thousand Dollars ($8,000.00), upon the terms and conditions hereinafter set forth, all that tract of land or farm (composed of two parcels of real estate) hereinbefore described in the first recital of this contract of sale;

NOW, THEREFORE, in consideration of the said sum of Eight Thousand Dollars ($8,000.00), to be paid as hereinafter set forth, the said parties of the first part do hereby agree to sell, free and clear of any and all liens of whatsoever kind or nature, unto the said party of the second part, and the said party of the second part does hereby agree to purchase, free and clear of any and all liens of whatsoever kind or nature, from the said parties of the first part, all that tract of land or farm (in two parcels) so as aforesaid hereinbefore described in the first recital of this contract of sale.

The aforesaid sum of Eight Thousand Dollars ($8,000.00), is to be paid as follows: One Thousand Dollars ($1,000.00) thereof is to be paid by check upon the execution and delivery of this contract of sale and the balance thereof, to wit: the sum of Seven Thousand Dollars ($7,000.00) is to be paid in cash or by certified check upon the final ratifiation of the sale under this contract of sale by the Circuit Court for Queen Anne's County in Equity.

Possession of said real estate is to be given to said purchaser as of the 1st day of January, 1937, subject to the tenancy of the tenant who is to occupy said tract of land or farm during the year 1937.

The purchaser is to reimburse the proper person or persons for the landlord's part of the seed wheat and fertilizer used in the sowing of the wheat crop now pitched, planted and growing on said tract of land or farm, and upon doing so said purchaser is to become entitled to receive the landlord's part of the proceeds from the sale of said wheat crop as well as all other crops grown and/or raised on said tract of land or farm during the year 1937 and thereafter.

The sellers are to pay all taxes for the year 1936, and all taxes now due and in arrear, if any, on said tract of land or farm, and the taxes thereon for the year 1937 and thereafter are to be paid by the purchaser.

All premiums for fire insurance covering the buildings on said tract of land or farm are to be adjusted as of the date of the final ratification of the sale by said Court.

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 Harry M. Jump, individually, and as next friend of Harry Alenby Jump,

infant, against the said R. Carter Bryan and Mary G. Bryan, his wife, W. Ira Bryan and Lida Carter Bryan, his wife, William Carter Jump, Lillian May Jump, Burton Jump and T. Harris Smith.

All costs and expenses incident to the said chancery proceeding and the usual commissions allowed trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, to be paid to William R. Horney and/or such other person or persons as the Court may appoint as trustees to carry out this contract of sale, shall be borne by the parties of the first part and shall be deducted from the proceeds of sale.

The brokers' commissions to the Eastern Shore Estates Company, who brought about this sale, are to be paid by the purchaser.

And it is understood that the said William R. Horney shall receive the initial payment of One Thousand Dollars ($1,000.00) and deposit the same to his credit as trustee in the case of "Jump vs. Bryan" in The Centreville National Bank of Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity.

WITNESS the hands and seals of the parties to this contract of sale, executed in triplicate, this day of December, 1936:

TEST: (as to R. Carter and Mary G. Bryan).	R. Carter Bryan	(SEAL)
M. WILSON HARRIS	R. Carter Bryan	(SEAL)
	Mary G. Bryan	(SEAL)
	Lida Carter Bryan	(SEAL)
TEST: (as to W. Ira and Lida Carter Bryan).	William Ira Bryan	(SEAL)
M. Wilson Harris	Harry M. Jump	(SEAL)
	William Carter Jump	(SEAL)
TEST: (as to Harry M. Jump, William Carter Jump, Lillian May Jump, Burton Jump and Harry M. Jump next friend to Harry Alenby Jump, infant).	Lillian May Jump	(SEAL)
	Burton Jump	(SEAL)
M. Wilson Harris	HARRY ALENBY JUMP,	
	Harry M. Jump His father and next friend Vendors.	
TEST: (as to T. Harris Smith).		
O. C. Jones	T. Harris Smith Purchaser.	(SEAL)

SUBPOENAS FOR RESPONDENTS
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO W. Ira Bryan and Lida Carter Bryan, his wife

Seal's
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of January 1937 next, to answer the complaint of Harry M. Jump and Albeny Jump, infant, by Harry M. Jump, his father, and next friend against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of December 1936
Issued the Second day of January 1937.

William H. Carter Clerk.

H. B. W. Mitchell
Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of January 1937 next, being the Return Day.

WILLIAM H. CARTER Clerk

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

to lie in office.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO William Carter Jump, Lillian Carter Jump, Burton Jump

T. Harris Smith

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 Frst Monday of January 1936 to answer the complaint of Harry M. Jump and Harry Albeny Jump, Infant/against you in said court exhibited. by Harry M. Jump, his father, and next friend

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Moday of January 1937
Issued the Second day of January 1937

WILLIAM H. CARTER Clerk.

H. B. W. Mitchell
Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of January 1937 next, being the Return Day.

WILLIAM H. CARTER Clerk.

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

To lie in Office.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO R. Carter Bryan and
Mary G. Bryan, his wife

Seal's
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of January, 1937 next, to answer the complaint of Harry M. Jump and Harry Alenby Jump, Infant by Harry M. Jump, his father and next friend against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Cheif Judge of our said Court, the first Monday of December 1936
Issued the day of 19

WILLIAM H. CARTER Clerk.

H. H. B. Mitchell

Solicitor for Complaints

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of January, 1936 next, being the Return Day.

WILLIAM H. CARTER Clerk

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

To lie in Office.

ANSWER OF W. IRA BRYAN
AND LIDA CARTER BRYAN,
HIS WIFE.
Filed Jan. 2, 1937.

HARRY M. JUMP, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
R. CARTER BRYAN, ET AL.	)	
	)	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of W. Ira Bryan and Lida Carter Bryan, his wife, two of the Defendants in the above entitled cause, to the Bill of Complaint filed against them, respectfully saw:

That they admit the matters and things alleged in the Bill of Complaint and consent to the passage of such decree as may be right and proper in the premises without the necessity of taking any testimony so far as they are concerned.

And as in duty bound, etc.,

WILLIAM IRA BRYAN

LIDA CARTER BRYAN
Defendants.

EDWIN H. BROWN JR.
Solicitor for W. Ira Bryan and
Lida Carter Bryan, his wife.

Filed Jany 2nd. 1937.

ANSWER OF R. CARTER BRYAN
AND MARY G. BRYAN, HIS WIFE.
Filed Jan. 2, 1937.

HARRY M. JUMP, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
R. CARTER BRYAN, ET AL.	)	
	)	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of R. Carter Bryan and Mary G. Bryan, his wife, two of the Defendants in the above entitled cause, to the Bill of Complaint filed herein against them, respectfully say:

That they admit the matters and things alleged in the Bill of Complaint and consent to the passage of such decree as may be right and proper in the premises without the necessity of taking any testimony so far as they are concerned.

And as in duty bound, etc.,

R. CARTER BRYAN
MARY G. BRYAN
Defendants.

HARPER & HORNEY
Solicitors for R. Carter Bryan
and Mary G. Bryan, his wife.

ANSWER OF WILLIAM CARTER JUMP
LILLIAM MAY JUMP AND BURTON JUMP
Filed Jan. 2, 1937.

Harry M. Jump, et al.,	)	IN the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
R. Carter Bryan, et al.	)	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William Carter Jump, Lillian May Jump and Burton Jump, three of the Defendants in the above entitled cause, to the bill of Complaint filed against them, respectfully say:

That they admit the matters and things alleged in the Bill of Complaint and consent to the passage of such decree as may be right and proper in the premises without the necessity of taking any testimony so far as they are concerned.

And as in duty bound, etc.,

WILLIAM CARTER JUMP

LILLIAN MAY JUMP

ELMER BURTON JUMP
Defendants.

ANSWER OF T. HARRIS SMITH
Filed Jan. 5, 1937.

HARRY M. JUMP, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
R. CARTER BRYAN, ET AL.	)	
		Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of T. Harris Smith, one of the Defendants in the entitled cause, to the Bill of Complaint filed against him, respectfully says:

That he admits the matters and things alleged in the Bill of Complaint and consents to the passage of such decree as may be right and proper in the premises without the necessity of taking any testimony so far as he is concerned.

And as in duty bound, etc.,

T. HARRIS SMITH
Defendant.

HARPER & HORNEY
Solicitors for T. Harris Smith.

Filed Jan. 4th, 1937.

GENERAL REPLICATION
Filed Jan. 21, 1937.

Harry M. Jump et al	)	In the Circuit Court for Queen
	)	
vs.	)	Anne's County, in Equity/
	)	
R. Carter Bryan et al.	)	No. 3114.

To the Honorable, the Judges of said Court:

The plaintiffs join issue on the matters alleged in the answers of R. Carter Bryan and Mary G. Bryan, his wife; T. Harris Smith, W. Ira Bryan and Lida Carter Bryan, his wife; William Carter Jump, Lillian May Jump and Elmer Burton Jump, so far as the same may be taken to deny or avoid the allegations of the bill.

H. B. W. MITCHELL
Solicitor for plaintiffs.

PETITION FOR APPOINTMENT
OF SPECIAL EXAMINER
Filed Jan. 21, 1937.

To the Honorable, the Judges of said Court:

The petition of Harry M. Jump and Harry Alenby Jump, infant, by Harry M. Jump, his father and next friend, to your Honors respectfully sets forth:

1. That this cause being at issue, and the interest of an infant being involved and the Solicitor for the plaintiffs being the Standing Examiner of this Honorable Court, your petitioners pray your Honors to pass an order appointing a Special Examiner to take testimony in said cause and referring the proceedings of said cause to the Special Examiner appointed for the purpose, to take testimony in support of the allegations of the bill of complaint filed in said cause.

Respectfully submitted.

H. B. W. MITCHELL
Solicitor for petitioners.

ORDER OF COURT

ORDERED, this 21st day of January, 1937, by the Circuit Court for Queen Anne's County, in Equity, on the aforegoing petition that Richard T. Earle be, and he is hereby, appointed Special Examiner to take testimony in the aforesaid cause of Harry M. Jump and others vs. R. Carter Bryan and others, said cause being No. 3114 in this Court, and the proceedings in said cause are hereby referred to said Special Examiner, to take testimony in support of the allegations of the bill of complaint filed in said cause.

THOS. J. KEATING

DEPOSITIONS
Filed Jan. 27, 1937.

Harry M. Jump, et al.	)	In the Circuit Court
vs.	)	for
R. Carter Bryan, et al	)	Queen Anne's County, in equity.
	)	Cause #3114.

To the Honorable The Judges of said Court:

Your Honors, by its order of January 21, 1937, having appointed me special examiner to take testimony in the above entitled cause and having been notified by H. B. W. Mitchell, Esquire, solicitor for the plaintiffs, that he desired to take testimony at his office in Centreville, Maryland, January 22, 1937, at the hour of 2:00 o'clock p. m., in support of the allegations of the bill, I did attend at the office of H. B. W. Mitchell, Esquire, in Centreville at 2:00 o'clock p. m., there being present H. B. W. Mitchell, Esquire, attorney for the plaintiffs, and Edwin H. Brown, Jr., Esquire and William R. Horney, Esquire, attorneys for the defendants and R. Carter Bryan, one of the defendants, and proceeded to take the following testimony, to wit:

Howard E. Price, the first witness of lawful age, after having been duly sworn, deposes and says:

By Mr. Mitchell,

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

A. my name is Howard E. Price. I reside in Centreville, Md., where I am in the insurance business and am engaged in farming.

Q.2. This is a suit between Harry M. Jump and Harry Allenby Jump, infant by Harry M. Jump, his father and next friend, plaintiffs, against R. Carter Bryan and Mary G. Bryan, his wife, W. Ira Bryan and Lida Carter Bryan, his wife, William Carter Jump, Lillian May Jump, Burton Jump, and T. Harris Smith, Defendants, instituted for the purpose of obtaining a decree for the sale of certain real estate generally known as "The Robert Bryan Farm" located near Perry's Corner in the Fifth Election District of Queen Anne's County. Did you know the late Richard J. Carter and, if so, is he living or dead, and if dead, did he die testate or intestate.

A. I did know him and he is dead and he died testate.

Q. 3. Mr. Price, I now hand you a paper writing and ask you to state what it is.

A. This is a certified copy of the last will and testament of Richard J. Carter, late of Queen Anne's County, deceased.

The solicitor now hands this certified copy to the special examiner and requests that it be filed as testimony in this cause and same is filed and marked Special Examiner's Exhibit No. 1.

Q. 4. Will you state, if you know, by what children and descendants the said Richard J. Carter was survived and which os them, if any are now living?

A. He was survived by three children, William T. Carter, and Mary E. Bryan, and Ada E. Jewell, are the only descendants and heirs at law and they are all now dead.

Q. 5. Do you know by whom the said William T. Carter and Mary E. Bryan and Ada E. Jewell were survived by as descendants and heirs at law?

A. Ada E. Jewell left no descendants; Mary E. Bryan was survived by R. Carter Bryan and W. Ira Bryan, her only heirs at law and the said William T. Carter was survived by Lida Burton Carter, wife of W. Ira Bryan, and Elma C. Jump, wife of Harry M. Jump.

Q. 6. Can you state whether the said Elma C. Jump is living or dead.

A. She is dead.

Q. 7. Mr. Price, I now hand you a paper writing and ask you to state what it is.

A. It is a certified copy of the last will and testament of William T. Carter, the son of Richard J. Carter.

The solicitor hands this certified copy to the special examiner to be filed and the same is filed and marked Special Examiner's Exhibit No. 2.

Q. 8. Mr. Price, do you know the farm mentioned above known as "The Robert Bryan Farm" in the Fifth Election District of Queen Anne's County.

A. Yes, I certainly do.

Q. 9. On or about what size farm is it?

A. Somewhere around 275 or 280 acres.

Q. 10. Could this farm be divided among all of the parties interested therein without material loss and injury to them.

A. No, it couldn't.

Q. 11. Why?

A. There is only one set of buildings and the parcels would be too small to have any material value.

Q. 12. Mr. Price, there has been a contract entered into for the sale of this farm to T. Harris Smith for the sum of $8,000.00.
Would you regard this as a fair price for this farm.

A. I consider it to be a very good price.

Q. 13. Mr. Price, I hand you two paper writings and ask you to state what they are.

A. One is a certified copy of the deed from William J. Price my father, to Richard J. Carter. The other is a deed from Julianna E. Bryan and others to Richard J. Carter. The two deeds convey the tract of land known as "The Robert Bryan Farm".

The solicitor now hands these papers to the examiner and ask that they be filed and they are filed and marked Special Examiner's Exhibits Nos. 3 and 4 respectively.

Q. 14. Mr. Price, I now hand you paper writing and ask you to state what it is.

A. It is a contract of sale by and between R. Carter Bryan and others and T. Harris Smith.

The solicitor hands this paper writing to the Special Examiner and it is filed and marked Special Examiner's Exhibit No. 5.

Q. 15. Mr. Price, you state you know this tract of land known as "The Robert Bryan Farm". Would it in your opinion be to the interest and advantage of all of the parties who now own this farm for this contract to be ratified and confirmed by the Court?

A. I certainly do think it would be.

Q. 16. Mr. Price, how did you come to know the Robert Bryan Farm? How long have you known same?

A. I have been knowing it for at least forty-five years. I went to school by it up until I was sixteen years old morning and night and I lived in that neighborhood when I was a boy and young man.

Special Examiner's Interrogatory:

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, I do not.

HOWARD E. PRICE

The second witness, Mr. Charles M. West, of lawful age, after having been duly sworn, deposes and says.

By Mr. Mitchell.

Q. 1. Will you state your name, residence and occupation?

A. Charles M. West of Centreville, Maryland, and I am a farmer.

Q. 2. Mr. West, do you regard yourself as qualified to testify as to the value of land in Queen Anne's County.

A. I do.

Q. 3. Do you know in a general way the farm known as "The Robert Bryan Farm" situate near Perry's Corner in the Fifth Election District of Queen Anne's County.

A. Yes, I know that farm.

Q. 4. Could this farm in your opinion be divided among all of the parties owning interest in it without material loss and injury.

A. No, it could not.

Q. 5. Why.

A. Because it only has one set of buildings and the portions of which it should be divided into. I couldn't be divided in that many portions to an advantage.

Q. 6. Mr. West, there has been a contract of sale entered into for the sale of this Robert Bryan Farm to T. Harris Smith for $8,000.00. In your opinion would it be to the interest and advantage of all of the parties now having interests in this farm for this contract to be ratified and confirmed by the Court and for this sale to go through and be consumated?

A. It would.

Q. 7. I understand that you say that you regard this price as a very good price for this farm.

A. Yes, I do.

Special Examiner's Interrogatory:

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, I do not.

CHARLES M. WEST

The third witness, Mr. R. Carter Bryan, of lawful age, after having been duly sworn, deposes and says.

By Mr. Mitchell,

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

A. R.Carter Bryan, I am a farmer near Centreville, Maryland and am 53 years old.

Q. 2. Did you know the late Richard J. Carter in his lifetime.

A. Yes.

Q. 3. What relation, if any, was he to you.

A. My grandfather.

Q. 4. Do you know on or about what date he died.

A. I do not know the exact date but it was sometime in the 1890's.

Q. 5. State whether he left a last will and testament.

A. He did.

Q. 6. State whether or not he died seized and possessed of real estate.

A. He did.

Q. 7. State whether or not he owned the farm known as "The Robert Bryan Farm" consisting of two tract of land on either side of the public road leading from Perry's Corner to Bryantown and containing in the aggregate 288 acres and 15 perches of land.

A. Yes, he did.

Q. 8. Are you familiar with the terms and provisions of the last will and testament of Richard J. Carter?

A. Yes, I know he left the farm to my Aunt Ada Jewell for life with remainder to her children if she had any. If she had no children, it was then left to my mother for life with remainder to myself and my brother, Ira and to my uncle, William T. Carter.

Q. 9. State whether or not Ada A. Jewell is living or dead.

A. She is dead.

Q. 10. When did she die?

A. January 3, 1931.

Q. 11. Did she leave any children or descendants surviving her?

A. She did not.

Q. 12. State whether or not William T. Carter is living or dead.

A. He is dead.

Q. 13. State on or about when he died?

A. Sometime in the year 1899.

Q. 14. Did he leave a last will and testament.

A. Yes, he did.

Q. 15. Do you know to whom he devised his property.

A. To his wife, Mary E. Carter and his two daughters, Elma Mae Carter who later married Harry M. Jump and Lida Burton Carter, who married my brother, W. Ira Bryan.

Q. 16. State whether or not Mary E. Carter is living or dead.

A. She is dead.

Q. 17. Do you know on or about when she died?

A. In 1912.

Q. 18. State whether or not she left a last will and testament.

A. Not that I know of.

Q. 19. Who were her heirs at law?

A. Elma Carter Jump and Lida Carter Bryan.

Q. 20. What was your mother's name?

A. Mary Elizabeth Bryan.

Q. 21. State whether or not she is living or dead.

A. She is dead.

Q. 22. When did she die?

A. I do not know the exact date but she predeceased my Aunt Ada Jewell.

Q. 23. Who were her only issue living at the time of her death?

A. My brother, W. Ira Bryan, and myself.

Q. 24. State whether or not Elma C. Jump is living or dead.

A. She is dead.

Q. 25. When did she die?

A. May 4, 1936.

Q. 26. Did she leave a last will and testament?

A. No, she did not.

Q. 27. Whom did she leave surviving her as her only heirs at law.

A. Harry M. Jump, her husband, and four children, namely, William Carter Jump, Lillian May Jump, Elmer Burton Jump and Harry Allenby Jump.

Q. 28. Is the Elmer Burton Jump you spoke of the same person as the Burton Jump mentioned in the Bill of Complaint?

A. He is.

Q. 29. To whom does the farm which is the subject of this suit now belong?

A. I own an undivided one-fourth interest. My brother, W. Ira Bryan owns an undivided one-fourth interest, his wife, Lida Carter Bryan owns an undivided one-fourth interest and Harry M. Jump, William Carter Jump, Lillian May Jump, Elmer Burton Jump and Harry Allenby Jump as the heirs at law of Elma C. Jump own the remaining undivided one-fourth interest.

Q. 30. State whether or not the personal estate of Richard J. Carter has been finally administered upon and whether or not all of his debts and funeral expenses were paid.

A. The estate has been fully administered upon and all debts paid.

Q. 31. State whether or not the personal estate of William T. Carter has been finally administered upon and whether or not all of his debts and funeral expenses were paid.

A. The estate has been fully administered upon and all debt paid.

Q. 32. State whether or not the personal estate of Mary E. Carter has been finally administered upon and whether or not all of her debts and funeral expenses were paid.

A. The estate has been fully administered upon and all debts paid.

Q. 33. State whether or not the personal estate of Elma C. Jump has been finally administered upon and whether or not all of her debts and funeral expenses were paid.

A. The estate of Ela C. Jump has not been fully administered upon but I understand that the administrator, Harry M. Jump, will state the first and final administration account on Tuesday, next.

Q. 34. State whether or not in your opinion the farm which is the subject of this suit can be divided without loss or injury to the parties interested therein and owning the same and give the reason for your answer.

A. It would not be possible to divide it without loss or injury to the parties interested therein and owning the same. The main reason for this is because there are only one set of farm buildings.

Q. 35. Mr. Bryan, you will recall that Harry M. Jump, acting for himself and on behalf of Harry Allenby Jump, his son, who is an infant, joined with you and all of the other interested parties in a contract of sale of the farm heretofore mentioned to T. Harris Smith, the sale price being $8,000.00. State whether or not in your opinion you consider this price to be a fair value for said farm.

A. I do. This evidenced by the fact that I joined in the contract of sale.

Q. 36. State whether or not in your opinion it would be to the interest and advantage of all of the parties owning said farm and interested therein to have the contract of sale just mentioned ratified and confirmed by the Court and give the reason for your answer.

A. I do think it would be to the interest and advantage of all of the parties. My reason for stating this is because I consider the price to be very fair and I am convinced that it is more than it would bring at public sale at this time with the farm buildings and the fencing thereon in bad condition as they are.

Q. 37. Do you know all of the parties to this suit?

A. I do.

Q. 38. State whether or not they are all adults.

A. They are all but Harry Allenby Jump, who is an infant under twenty-one years of age.

Special Examiner's Interrogatory.

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 sir, I do not.

R. CARTER BRYAN

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Special Examiner makes his return and certifies that he was engaged as such Special Examiner in taking this testimony two days and examined three witnesses, making the costs chargable in said cause:

Richard T. Earle, Special Examiner, - - - - - - - - - - - - -	$8.00
Howard E. Price, witness, - - - - - - - - - - - - - - - - - - -	.75
Charles M. West, Witness, - - - - - - - - - - - - - - - - - - -	.75
R. Carter Bryan, -	.75
Marion Hardesty, Stenographer, - - - - - - - - - - - - - - - - -	2.50
	$12.75

RICHARD T. EARLE
SPECIAL EXAMINER.

Filed Jan. 27th, 1937.

For Special Examiner's Exhibits Nos. 1, 2, 3, 4 and 5, which were filed with the above depositions, see Exhibits Nos. 1, 2, 3, 4 and 5 recorded immediately following the Bill of Complaint.

CERTIFIED COPY OF FIRST AND FINAL ADMINISTRATION ACCOUNT OF HARRY M. JUMP, ADMINISTRATOR OF ELMA C. JUMP.
Filed Feb. 8, 1937.

IN RE ESTATE OF — IN THE ORPHANS' COURT

ELMA C. JUMP, — OF

DECEASED. — QUEEN ANNE'S COUNTY.

The First and Final Administration Account of Harry M. Jump, administrator of the estate of Elma C. Jump late of Queen Anne's County, deceased.

This Accountant charges himself with the inventory of the personal property, to wit: . . . . . $ 199.71

Total assets of this estate, to wit: . . . . . $ 199.71

And this Accountant craves the following allowances, to wit:

1. For an amount paid Norman S. Dudley, Register of Wills, for his costs in connection with this estate, as per receipt herewith exhibited, to wit:		$ 20.10
2. For an amount paid J. Fletcher Rolph for appraising personal property of the deceased, as per receipt herewith exhibited,	$ 4.00	
and for an amount paid J. Fletcher Rolph for appraising Real Estate of the deceased, as per receipt herewith exhibited, to wit:	4.00	8.00
3. For an amount paid J. Thos. Holland for appraising personal property of the deceased as per receipt herewith exhibited, to wit:		2.00
4. For an amount paid Burton Robinson for appraising Real Estate of the deceased, as per receipt herewith exhibited, to wit:		2.00
5. For an amount paid Queen Anne's Publishing Co. for advertising notice to creditors as per receipt for same appears, to wit:		5.00
6. For an amount retained by this accountant for his commissions at the rate of 10% on $199.71 or	$19.97	
Less State Tax at the rate of 1% on the sum of $199.71 or the sum of	2.00	2.00
Leaving this net amount of commissions retained by this accountant, to wit:		17.97
7. For an amount paid H. B. W. Mitchell, Attorney for services rendered, as per receipt herewith exhibited, to wit:		15.00
Total disbursements, to wit:		$ 71.97

Recapitulation

Total assets of this estate, to wit: . . . . . $ 199.71
Total disbursements, to wit: 71.97
Balance left to be applied on the funeral
expenses of the deceased, ... $ 127.74

The aforegoing balance is hereby allowed in payment on
account of the funeral expenses of the deceased, to wit: . . . . . $ 127.74

Harry M. Jump
Administrator.

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

This 2nd day of February, A. D., 1937.

Then came Harry M. Jump, administrator of Elma C. Jump, late of Queen Anne's County, State of Maryland, deceased, and made oath in due form of law that the aforegoing 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:

2nd day of February, A. D., 1937.

The aforegoing 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.

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 the aforegoing is a true and whole copy of the First and Final Administration Account of Harry M. Jump, Administrator of the Estate of Elma C. Jump, deceased, as filed in the Orphans' Court of Queen Anne's County, Maryland, on the 2nd day of February, 1937, and I further certify that the funeral expenses of the deceased have been fully paid as shown by the receipt in full for same exhibited to the Court and I also further certify that there are no unpaid claims filed on the Claim Docket against the estate of the deceased.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of my office on this 8th day of February, 1937.

NORMAN S. DUDLEY
Register of Wills.

Seal's
Place.

DECREE
Filed February 9, 1937.

HARRY M. JUMP, ET AL., plaintiffs,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
R. CARTER BRYAN, ET AL., Defendants.	)	Cause No. 3114.

DECREE

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

IT IS THEREUPON, this 9th day of February, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in the proceedings in this cause, be sold for the purpose of partition of the proceeds of sale among the parties entitled thereto, it appearing to be to the interest and advantage of the infant plaintiff as well as all other parties interested in and owning the same.

That the real estate mentioned and described in these proceedings as having been sold under the contract of sale (Exhibit No. 5), filed in this cause, be sold to one of the defendants, T. Harris Smith, at and for the sum of Eight Thousand Dollars ($8,000), upon the terms set forth in said contract of sale, subject to the final ratification of said sale by this Court.

That Edwin H. Brown, Jr., William R. Horney and H. B. W. Mitchell be and they are hereby appointed trustees to make said sale; and that before they shall proceed to act as such trustees they shall file with the Clerk of this Court a bond in the penalty of Eight Thousand Dollars ($8000.00), if corporate surety be given, and in double that amount, if personal surety be given, with the surety and/or sureties to be approved by said Clerk.

That as soon as may be convenient thereafter the said trustees shall return to this Court a full and particular account of the said sale with an affidavit of the truth thereof and of the fairness of said sale.

That upon the final ratification of said sale by this Court after the passage of the usual order nisi thereon and upon the payment of the whole purchase price, and not before, the said trustees shall by a good and sufficient deed to be by them executed and acknowledged agreeably to law, convey to the purchaser the property and estate so sold to him, free and clear and discharged of all claims of the parties to this cause, and of those claiming by, from, through or under them, or any of them.

That the said trustees shall bring into this Court all of the money arising from said sale to be distributed under the future order of this Court, after deducting thereout, the costs of this proceeding and such commissions to said trustees, as contract by its terms provides.

THOS. J. KEATING

Filed February 9th, 1937.

CERTIFIED COPY OF BOND
Filed February 9, 1937.

Queen Anne's County, to wit: Be it remembered that on the 9th day of February, in the year, 1937, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin H. Brown, Jr., William R. Horney and H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principals, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of eight thousand dollars 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 9th. day of February, in the year nineteen hundred and thirty seven.

WHEREAS, the above bounden, Edwin H. Brown, Jr., William R. Horney and H. B. W. Mitchell, by virtue of a decree of the Circuit Court of Queen Anne's County, in Equity, have been appointed trustees to sell the property mentioned in the proceedings in the case of Harry M. Jump et al vs. R. Carter Bryan et al., said cause being numbered 3114 now pending in said court, to one of the defendants, T. Harris Smith, at and for the sum of eight thousand dollars upon the terms set forth in said contract of sale, subject to the final ratification of said sale by said court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Edwin H. Brown, Jr., William R. Horney and H. B. W. Mitchell, 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 shall be void, otherwise to be and remain in full force and virtue in law.

EDWIN H. BROWN, JR. (SEAL)

Signed, sealed and
delivered in the presence of

WILLIAM R. HORNEY (SEAL)

MARION E. HARDESTY

H. B. W. MITCHELL (SEAL)

Corp.
Seal's
Place.

MARYLAND CASUALTY COMPANY
By H. B. W. Mitchell
Attorney-in-fact.

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

Security approved and Bond filed February 9th, 1937.

Wm. H. Carter, Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 31, etc., a Bond 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 Ninth day of February, in the year nineteen hundred and thirty seven.

WILLIAM H. CARTER Clerk

Seal's
Place.

REPORT OF SALE
Filed Feb. 9, 1937.

HARRY M. JUMP, ET AL., Plaintiffs,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
R. CHARTER BRYAN, ET AL. Defendants.	)	Cause No. 3114.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Edwin H. Brown, Jr., William R. Horney and H. B. W. Mitchell, the trustees appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 9th day of February, 1937, your Trustees did proceed to file in this cause a bond in the penalty of Eight Thousand Dollars ($8,000), with corporate surety thereon, duly approved by the Clerk of this Court.

2. That thereupon they did proceed to sell the real estate mentioned and described in these proceedings, which is described as follows, to wit:

PARCEL NUMBER ONE

ALL that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Bryantown to Perry's Corner, being a part of the home farm of the late Robert S. Bryan and known as "Sayer's Forest", and containing 186 acres, 3 roods and 29 perches of land, more or less; being the same land which was granted and conveyed unto Richard J. Carter by Julianna E. Bryan, et al., by deed bearing date the 11th day ofJuly, 1887, and recorded in Liber S. C. D. No. 10, folios 310, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO

ALL that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Perry's Corner (via Bryantown) to Queenstown, containing 101 acres and 26 perches of land, more or less, saving and excepting therefrom, however, the graveyard with the right of ingress and egress to and from the same; being the same land which was granted and conveyed unto the said Richard J. Carter by William J. Price and Eliza A. Price, his wife, by deed bearing date the 16th day of July, 1887, and recorded in Liber S. C. D. No. 10, folios 210, etc., a land record book for Queen Anne's County aforesaid;

unto T. Harris Smith, of Queen Anne's County aforesaid, at and for the sum of Eight Thousand Dollars ($8000), upon the terms and conditions set forth in the contract of sale mentioned in this cause, which said contract of sale is designated as "Plaintiffs' Exhibit No. 5" and is filed herein.

3. That the said T. Harris Smith has paid unto your Trustees the sum of One Thousand Dollars ($1,000) on account of the purchase price, and your Trustees believe that upon the final ratification of this sale by this Court the said T. Harris Smith will immediately pay the balance of the said purchase money in cash.

Respectfully submitted,

EDWIN H. BROWN JR.

WILLIAM R. HORNEY

H. B. W. MITCHELL
Trustees.

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

I HEREBY CERTIFY that on this 9th day of February, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edwin H. Brown, Jr., William R. Horney and H. B. W. Mitchell, Trustees in the above entitled cause, and made oath, in due form of law, that the matters and facts sets forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, to the best of their knowledge and belief, and that the sale therein reported was fairly made.

WM. H. CARTER
Clerk

Filed February 9th, 1937.

N I S I

Harry M. Jump, et. al.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
R.Carter Bryan, et. al.	)	IN EQUITY
	)	CHANCERY No. 3114

ORDERED, This 9th day of February A. D., 1937, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr. William R. Horney and H. B. W. Mitchell Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 12th. day of March next.

The Report states the amount of sales to be $8000.00.

WILLIAM H. CARTER Clerk

Filed February 9th, 1937.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed April 16, 1937.

N I S I

HARRY M. JUMP, et. al.,
vs.
R. CARTER BRYAN, et al.,

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3114.

ORDERED, This 9th day of February A. D., 1937, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr., William R. Horney and H. B. W.Mitchell, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of March next.

The Report states the amount of sales to be $8,000.00.

WILLIAM H. CARTER, Clerk.
True Copy-
Test:
WILLIAM H. CARTER, Clerk.

Filed February 9th, 1937.

April 16, 1937.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Nisi in the case of Harry M. Jump, et al. vs. R. Carter Bryan, 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 11th day of February 1937, being more than 60 days before the 12th day of April 1937.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By Evelyn Connolly.

ORDER OF COURT
Filed April 17th, 1937.

ORDERED, this 16th day of April, in the year nineteen hundred and thirty seven, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported by Edwin H. Brown, Jr., William R. Horney and H. B. W. Mitchell, Trustees, in the aforesaid cause of Harry M. Jump et al vs. R. Carter Bryan et al., said cause being No. 3114 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 nis. The Trustees are allowed the usual commissions and all expenses not personal, upon producing proper vouchers therefor before the Auditor.

THOS. J. KEATING

Filed April 17th, 1937.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed May 12, 1937.

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

Harry M. Jump, et al.,	(	
vs.	)	Cause No. 3114.
R. Carter Bryan, et al.	(	

To the Honorable, the Judges of said Court:

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

That he has examined the bill of complaint and the testimony filed in this cause, and finds from the same that at the time of the sale of the land mentioned in this cause the land was owned as follows:
by R. Carter Bryan to the extent of one undivided fourth part,
by W. Ira Bryan, to the same extent and in the same manner,
by Lida Carter Bryan to same extent and in the same manner, and
by the heirs of Elma C. Jump to the extent of one undivided fourth part.

That he finds the heirs of said Elma C. Jump to be her husband and her four children, and that the husband owned thereof one third part and each child owned the balance of the undivided part.

That in the within account the auditor has charged the trustees with the gross sale reported made by them, then allowed them their commissions per rule of court, costs of the bond, costs of advertising the orders nisi of the cause, the court costs and the free of the auditor.

The balance remaining is the net sale and is divided among the co-owners according to their several rights in the land.

Which is respectfully submitted.

MADISON BROWN
Auditor.

May 12th, 1937.

Cause No. 3114.

The proceeds of the sale of real estate of R. Carter Bryan and others sold in the proceedings of this cause, in account with Edwin H. Brown, junior, William R. Horney and H. B. W. Mitchell, trustees named in the decree of this cause to make the sale of said real estate.

1937	CR.		
Feb. 9	By the amount of the gross sale of said real estate, per report of sale filed this day, to wit: the sum of		$8,000.00
" "	DR.		
	To Edwin H. Brown, junior, William R. Horney and H. B. W. Mitchell, the said trustees, for their commissions for making the sale, per decree of court, to wit:	$365.00	
	To do., for the costs of their bond filed herein paid to the corporate surety thereon, per receipted account for same exhibited, to wit: . .	32.00	
	To do., for the costs of advertising in county paper the order nisi on sale, per account of Queen Anne's Record and Observer Publishing Company exhibited, to wit:	5.00	
	To do., for the court costs of these proceedings, per bill of costs of the Clerk of the Court exhibited, to wit:		
	Cost of W.H. Carter, clerk $58.75		
	Appear. fee of H.B.W. Mitchell, complainants' solicitor 10.00		
	Appear. fee of E.H. Brown, jr., and W. R. Horney, defendants' solicitor . . 10.00		
	Costs of N.S. Dudley, Reg. of Wills . . 6.00		
	Costs of R.T. Earle, special examiner . 8.00		
	Costs of his Clerk 2.50		
	Fees of witnesses before the Examiner . . 2.25		
	Total costs $97.50	97.50	
	To do., for thecosts of advertising the order nisi to be passed as to this report and account, the sum of	3.50	
	To Madison Brown, auditor, for stating this account, the sum of	13.50	
		$516.50	
	To balance carried forward	7,483.50	
		$8,000.00	$8,000.00

May 12th, 1937.

MADISON BROWN
Auditor.

Cause No. 3114.

The proceeds of the sale of real estate of R. Carter Bryan and others sold in the proceedings of this cause, in account with Edwin H. Brown, junior, William R. Horney and H. B. W. Mitchell, trustees named in the decree of this cause to make the sale of said real estate.

CR.

By balance brought forward, to wit: $7,483.50

DR.

DISTRIBUTION AMONG CO-TENANTS.

1- Unto R. Carter Bryan, 1/4 of said balance, to wit: the sum of $1,870.88

2- Unto W. Ira Bryan, 1/4 of said balance, to wit: the sum of 1,870.87

3- Unto Lida Carter Bryan,
1/4 of said balance, to wit:
the sum of 1,870.88

Distribution among Heirs of Elma C. Jump.

4- Unto Harry M. Jump, her husband,
1/3 of 1/4 of said balance, to wit:
the sum of 623.63

5- Unto William Carter Jump, her child,
1/4 of 2/3 of 1/4 of said balance,
to wit: the sum of 311.81

6- Unto Lillian May Jump, her child,
1/4 of 2/3 of 1/4 of said balance,
to wit: the sum of 311.81

7- Unto Burton Jump, her child,
1/4 of 2/3 of 1/4 of said balance,
to wit: the sum of 311.81

8- Unto Harry Alenby Jump, her child,
1/4 of 2/3 of 1/4 of said balance,
to wit: the sum of 311.81

$7,483.50 $7,483.50

May 12th, 1937.

MADISON BROWN
Auditor.

Filed May 12th, 1937.

NISI RATIFICATION OF AUDIT

Harry M. Jump, et al.	) IN THE CIRCUIT COURT
VS	) FOR QUEEN ANNE'S COUNTY
R. Carter Bryan, et al.	) IN EQUITY
	) CASE No. 3114.

ORDERED, This 12th day of May, 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 4th. day of June, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 28th. day of May, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed May 12th, 1937.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed June 7, 1937.

NISI RATIFICATION OF AUDIT

HARRY M. JUMP, et al.
VS.
R. CARTER BRYAN, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3114.

ORDERED, This 12th day of May 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 4th day of June, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of May 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
Test: WILLIAM H. CARTER, Clerk
Filed May 12, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 7 , 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of H. M. Jump, et al. vs. R. Carter Bryan, et al a true copy of which is hereto annexed, was inserted in the WUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 13th day of May, 1937, being more than two weeks before the 28th day of May 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Clerk's Certificate

Harry M. Jump, et. al.	)	In the Circuit Court
vs.	)	for
R. Carter Bryan, et. al.	)	Queen Anne's County,
	)	in Equity.
	)	Chy. No. 3114.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 7th day of June, 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 7th day of June 1937.

Seal's Place.

WM. H. CARTER Clerk

ORDER OF COURT
Filed June 9, 1937.

ORDERED, this 8th day of June, 1937, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing report and account of the Auditor be, and the same are hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given in accordance with the preceding order of ratification nisi passed thereon. 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 June 9th, 1937.

CAUSE NO. 3077.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Thirtieth day of April, in the year nineteen hundred and thirty six, the following Bill of Complaint was filed for recorded, to wit:-

FRANK C. THOMAS and CHARLES E. SNYDER, Plaintiffs, vs. JACOB JEWELL, Administrator cum testamento annexo of George F. Jewell, deceased, and MARCIE PAULINE JEWELL, infant, Defendants.	)))))))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, (who sue for themselves as well as for all other creditors of George F. Jewell, late of Queen Anne's County, State of Maryland, who will come in and contribute to the expense of this suit), complaining say:

1. That the estate of the said George F. Jewell, deceased, is indebted unto your Orator, Frank C. Thomas, in the full and just sum of One Hundred and Forty Four Dollars ($144.00), for funeral expenses, which said claim having been examined by the Orphans' Court of Queen Anne's County was, by its order, to be allowed when paid, was duly entered by the Register of Wills on the Claim Docket, the original thereof being filed herewith as a part hereof and is marked "Exhibit A".

2. That the said George F. Jewell was, in his lifetime, indebted unto your Orator, Charles E. Snyder, M. D., in the full and just sum of Sixty Nine Dollars and Seventy Five Cents ($69.75), for medical services rendered the said deceased in his lifetime, which said claim having been examined by the said Orphans' Court of Queen Anne's County was, by its order, to be allowed when paid, was duly entered by the said Register of Wills on the said Claim Docket, a duplicate thereof, the original having been lost or destroyed, being filed herewith as a part hereof and is marked "Exhibit B".

3. That the said George F. Jewell, being so indebted as aforesaid unto your Orators, and also unto at least one other person, and being seized and possessed of real and personal estate in Queen Anne's County aforesaid, on or about the 19th day of March, 1934, departed this life leaving a last will and testament duly executred to pass real estate in this State, which said last will and testament has been duly admitted to probate by the said Orphans' Court of Queen Anne's County, a certified copy thereof being filed herewith as a part hereof and is marked "Exhibit C".

4. That by the terms of said last will and testament, the said George F. Jewell, devised (although he used the word "bequeath") said real estate (and personal property) unto the said Marcie Pauline Jewell, one of said defendants, the exact language of which said devise (and/or bequest) is as follows:

> "I do hereby bequeath unto my daughter, Marcie Pauline Jewell, my entire real estate property consisting of house, outbuildings and all land belonging to me at the time of my death, also all of my household goods consisting of furniture, etc., my personal property such as live stock and farming implements. Enough to be sold to cover any debts I may have and to pay to each of my next ten (10) children the sum of $1.00 each, the balance, if any, to go to my daughter, Marcie Pauline Jewell".

5. That the real estate of which the said George F. Jewell died seized and possessed consists of two lots or parcels of land described as follows, to wit:

> A. All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading through the village of Bryantown towards Paca's or Bordley's Island, and adjoining the lands of (or formerly of) C. W. Butler, W. S. Adams and others, and containing 2 acres, 3 roods and 4 square perches of land, more or less; being the same land which was granted and conveyed unto the George F. Jewell and Cora R. Jewell, his wife, who predeceased him, as tenants by the entireties, by Lavinia C. Kirby by deed bearing date the 4th day of September, 1912, and recorded in Liber W. F. W. No. 2, folios 88, etc., a land record book for Queen Anne's County aforesaid, a duly certified copy of which is filed herewith as a part hereof and is marked "Exhibit D".

B. All that tract and parcel of land situate in the Fifth Election District of Queen Anne's County in the said State of Maryland, being part of the tract of land known as "Sawyer's Forest", in and near Bryantown, and more particularly described in a deed recorded in Liber J. W. No. 6, folios 253, etc., one of the land record books for Queen Anne's County aforesaid, the aforesaid lot being half of a lot which was conveyed by Robert S. Bryan to Augie Bridges in, in 1876, the said half conveyed in the aforesaid deed being the southern half of said lot, the division line commencing at a stone on the county road and running a little southwest between two houses dividing said lot into halves and ending at the central point of the line dividing said lot from the lands of Charles W. Butler, and containing 5 acres, 1 rood and 28 perches in the whole lot; being the same land which was granted and conveyed unto the said George F. Jewell by Harriet Usilton by deed bearing date the 20 th day of April, 1915, and recorded in Liber W. F. W. No. 7, folios 207, etc., a land record book for Queen Anne's County aforesaid, a duly certified copy of which is filed herewith as a part hereof and is marked "Exhibit E", excepting, therefrom, however, those parts of said land which were granted and conveyed by the two following described deeds, to wit:

1. By the deed from the said George F. Jewell to Howard E. Todd and Bertha R. Todd, his wife, as tenants by the entireties, bearing date the 24th day of August, 1932, and recorded in Liber B. H. T. No. 15, folios 132, etc., a land record book for Queen Anne's County aforesaid, a duly certified copy of which is filed herewith as a part hereof and is marked "Exhibit F".

2. By the deed from the said George F. Jewell to Nora R. Blunt, bearing date the said 24th day of August, 1932, and recorded in Liber B. H. T. No. 15, folios 133, etc., a land record book for Queen Anne's County aforesaid, a duly certified copy of which is filed herewith as a part hereof and is marked "Exhibit G".

6. That administration cum testamento annexo of all and singular the personal estate of the said George F. Jewell has been lately granted by the said Orphans' Court of Queen Anne's County to the said Jacob Jewell, who, in virtue thereof, has possessed himself of the said personal estate of the said George F. Jewell, as will fully appear by reference to a certificate of letters of administration cum testamento annexo granted on the estate of the said George F. Jewell filed herewith as a part hereof and marked "Exhibit H".

7. That your Orators are informed and believe that said personal estate is not sufficient to discharge all the just debts due and owing by the said testator, George F. Jewell, at the time of his death and/or for his funeral expenses, but they are advised that the same, now in the hands of the said Jacob Jewell ought to be applied to the payment of the claims of your Orators and other creditors, if any, of the said George F. Jewell so far as the same will extend; and that any deficiency in said personal estate ought to be supplied by a sale of all, or such part as may be necessary, of the real estate of the aforesaid decedent.

8. That the said Jacob Jewell has refused to pay any part of your said Orators claims, or to render unto them any account of the aforesaid personal estate in his hands.

9. That your orators are advised that as the personal estate of the said George F. Jewell, deceased, in the hands of his administrator cum testamento annexo is insufficient for the payment of all his just debts and funeral expenses, your Orators and his other creditors, if any, are entitled to have their claims paid out of the real estate of said deceased in the hands of his devisee as aforesaid.

10. That the said Frank C. Thomas, one of the plaintiffs, is an adult and resides in Queen Anne's County aforesaid; that the said Charles E. Snyder, another of the plaintiffs, is an adult and resides in Queen Anne's County aforesaid; that the said Jacob Jewell, administrator cum testamento annexo as aforesaid, one of the defendants, is an adutl and resides in Queen Anne's County aforesaid; and that the said Marcie Pauline Jewell, another of the defendants, is an infant under the age of twenty one years and resides with her sister, Eva J. Bambary, in Kent County, State of Maryland.

TO THE END, THEREFORE:

1. That an account may be taken, under the direction of this Court, of the said debt and funeral expenses, so as aforesaid due to your Orators, and of all other debts, if any, which were owing by said testator at the time of his death, and which still remain unpaid; and also of the personal estate and effects of the said testator received by or for the use of the said Jacob Jewell, as administrator cum testamento annexo aforesaid.

2. That the said personal estate may be applied, in due course of administration, in payment of the debt and funeral expenses of the testator due to your Orators and all other creditors, if any, who may come in and contribute to the expenses of this suit.

3. That the said real estate of the said George F. Jewell, 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 the personal estate as aforesaid.

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 Jacob Jewell, administrator cum testamento annexo of George F. Jewell, deceased, who resides in Queen Anne's County aforesaid, and to the said Marcie Pauline Jewell, an infant, who resides in Kent County aforesaid, commanding them, and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

HARPER & HORNEY
Solicitors for Plaintiffs.

Filed April 30th, 1936.

EXHIBIT A
Claim of Frank C. Thomas
Filed April 30, 1936.

F. C. Thomas & Son
Funeral Directors
and Embalmers

Stevensville, Md. July 30, 1934.

G. Jacob Jewell, Administrator

To The Estate of The Late George G. Jewell

To F. C. Thomas Dr.

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.

Mar. 20, 1934.

To funeral expenses of
for The Late George R. Jewell $144.00

I hereby certify that F. C. Thomas personally appeared before me and made oath in due form of law that the above bill is true.

Witness my hand and seal this 30th day of July 1934.

Barnes Legg
Notary Public.

Notary
Public
Seal.

EXHIBIT B
Claim of Charles E. Snyder.
Filed Apr. 30, 1936.

Date April 22 1935

To Estate George Jewell

DR. CHAS. E. SNYDER
Stevensville, Md.

Office Hours:
7 to 9 A. M.
1 to 2 and 7 to 8 P.M.

Account to date 69.75

Duplicate account--

EXHIBIT C
Certified copy of Last Will and
Testament of George F. Jewell, deceased.
Filed April 30, 1936.

This last Will and Testament, made this eighteenth day of August, in the year nineteen hundred and thirty three, by George F. Jewell, of Queen Anne's County, State of Maryland.

I do hereby bequeath unto my daughter, Marcie Pauline Jewell, my entire Real Estate Property consisting of house, out buildings and all land belonging to me at the time of my death, also all of my household goods consisting of furniture etc., my personal property such as live stock and farming implements. Enough to be sold to cover any debts I may have and to pay to each of my next ten (10) children the sum of One Dollar ($1) each, the balance if any, to go to my daughter, Marcie Pauline Jewell.

Witness my hand and seal, the day and year first above written:

Witness: J. K. Wrightson Geo. F. Jewell (SEAL)

Witness: G. G. Wrightson

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.

J. K. WRIGHTSON

G. G. WRIGHTSON

PROBATE OF WILL

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

On the 28th day of March A. D. 1934, came Jacob Jewell, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of George F. Jewell 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 testator on or about 15th day of March A. D. 1934.

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 17th day of July 1934 came J. K. Wrightson and G. G. Wrightson of Queen Anne's County, State of Maryland, subscribing witnesses to the aforegoing last Will and Testament of George F. Jewell, 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 hard him publish pronounce and declare the same to be his last Will and testament, and at the time of his so doing he was to the best of their 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 of Queen Anne's County, Md.

IN THE ORPHANS' COURT FOR
STATE OF MARYLAND, QUEEN ANNE'S COUNTY;

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of George F. Jewell 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 24th day of July, A. D., 1934, that the same be admitted in this Court as the true and genuine last Will and Testament of the said George F. Jewell deceased.

Henry C. Bowen

W. Hopper Gibson

Clayton T. Cann
Judges of the Orphans' Court for Queen Anne's County.

EXHIBIT D
Filed April 30, 1936.

3235 Q U E E N A N N E'S C O U N T Y, to wit: Be it remembered that on the fourth day of September, in the year nineteen hundred and twelve, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this 4th day of September, in the year nineteen hundred and twelve, by Lavinia C. Kirby (single lady) for the purpose of executing this deed now in Queen Anne's County, but residing in Kent County, in the State of Maryland.

WITNESSETH that in consideration of the sum of Four Hundred and Fifty Dollars, the receipt whereof is hereby acknowledged, the said Lavinia C. Kirby does hereby grant and convey unto George F. Jewell and Cora R. Jewell, his wife, of said Queen Anne's County, in the said State of Maryland, their heirs and assigns forever, as tenants by the entireties, all that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the right side of the public road leading through the village of Bryantown towards Paca's or Bordley's Island, and adjoining the lands of Captain C. W. Butler, W. S. Adams and others, and containing two acres, three roods and four square perches of land, more or less, and is the same land as that described in the deed from Willard S. Smith and Sadie B. Smith, his wife, to the said Lavinia C. Kirby, dated January the 30th., in the year 1899, and recorded among the land record books for Queen Anne's County in Liber W. H. C. No. 9, folios 135, etc., to which deed and the references therein contained especial references is hereby made for an accurate description of the land intended to be conveyed herein.

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

AND the said Lavinia C. Kirby covenants that she will warrant generally and specially the property hereby conveyed and that she will execute such other and further assurances of title thereto as may be requisite.

Witness her hand and seal.

Test: Ray Turner LAVENIE C. KIRBY (SEAL)

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 twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Lavinia C. Kirby and acknowledged the aforegoing Deed to be her act and deed.

RAY TURNER
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 2, folio 88, 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 Thirtieth day of April, in the year nineteen hundred and thirty six.

William H. Carter Clerk

Seal's
Place.

EXHIBIT E
Filed April 30, 1936.

#4965. Q U E E N A N N E'S C O U N T Y, to wit: be it remembered that on the third day of June in the year nineteen hundred and fifteen, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this 20th. day of April, in the year nineteen hundred and fifteen, by Harriet Usilton, single lady, of Queen Anne's County, in the State of Maryland,

WITNESSETH that, in consideration of the sum of One Hundred and Twenty Dollars, the receipt whereof is hereby acknowledged, the said Harriet Usilton, (single lady) does hereby grant and convey unto George F. Jewell, of said County and State, in fee simple, all that tract and parcel of land, situate in the Fifth Election District of Queen Anne's County, in the said State of Maryland, being part of the tract of land known as "Sawyer's Forest", in and near Bryantown, in the County and State aforesaid, and more particularly described in a deed recorded in Liber J. W. No. 6, folios 253, etc., one of the Land Record Books for said Queen Anne's County, Maryland, the aforesaid lot being half of a lot which was conveyed by Robert S. Bryan to Augie Bridges in, in 1876, the said half conveyed in the aforesaid deed is the southern half,of said lot the division line commencing at a stone on the County Road and running a little south west between the two houses dividing said lot into halves and ending at the entral point of the line dividing said lot from the lands of Charles H. Butler and containing 5 acres, 1 rood and 28 perches the whole lot, and the land intended to be herein contained is the same land as that described and conveyed to Harriet Usilton in the deed from Christopher Strong, Trustee, dated October 29th., 1901 and recorded in Liber J. E. G. No. 2, folios 463 &c. one of the Land Record Books of Queen Anne's County, Maryland.

::::::::::::::::::::::::::::
1-50¢ stamp. In. Rev. H. U. :
April 20 1915 :
::::::::::::::::::::::::::::

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

AND the said Harriet Usilton covenants that she will warrant generally and specially the property hereby conveyed and that she will execute such other and further assurances of title thereto as may be requisite.

Witness her hand and seal.

Test: John F. Quail

her
HARRIET X USILTON (SEAL)
mark

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 20th. day of April, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Harriett Usilton and did acknowledge the aforegoing Deed to be her act and deed.

JOHN F. QUAIL
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 7, folios 207, 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 April, in the year nineteen hundred and thirty six.

Seal's
Place.

WILLIAM H. CARTER Clerk

EXHIBIT F
Filed April 30, 1936.

::
#15,706. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty ninth day of August, in the year nineteen hundred and thirty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 24th day of August, in the year nineteen hundred and thirty-two, by George F. Jewell, Widower, of Queen Anne's County, in the State of Maryland, witnesseth:

THAT for and in consideration of the sum of five dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the said George F. Jewell, does hereby grant and convey unto Howard E. Todd and Bertha R. Todd, his wife, of Queen Anne's County, Maryland, as tenants by the entireties, their heirs and assigns, in fee simple, all the following described real estate, to-wit:

All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, in the town of Bryantown lying on the west side of the public road leading through Bryantown to Bennett's Point, and more particularly described as follows: Beginning for the same at a stone set on the west side of said road at a point ninety-one feet in a southerly direction from another stone which is on the line between the land of George F. Jewell and the land of Nora R. Blunt, lately purchased by her from said George F. Jewell, and running thence in a westerly direction between the land hereby conveyed and the said land of Nora R. Blunt a distance of one hundred and eighty feet to a stone, a corner for this lot, the Blunt lot and the other land of the said George F. Jewell; thence in a southerly direction along the said other land of said George F. Jewell a distance of ninety-one feet to the lands of Gharles Butler, thence in an easterly direction along the line of the said Butler land a distance of one hundred and eighty feet to the aforesaid public road, thence along said public road in a northerly direction a distance of ninety-one feet to the place of beginning, and being a part of the land conveyed unto the said George F. Jewell by Harriett Usilton by deed dated the twentieth day of April, in the year nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7 folio 207 &c., a land record book for Queen Anne's County, and being the unimproved portion of the lot which has lately been in the occupancy of Harriett Usilton.

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

AND the said George F. Jewell covenants to warrant specially the property hereby conveyed and to execute such other and further assurances of said land as may be requisite.

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

Witness: GEO. F. JEWELL (SEAL)

Guy H. Coursey

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

I hereby certify that on this 24th day of August, 1932, before me, the subscriber, Justice of the Peace for Queen Anne's County, in and for the State of Maryland, personally appeared George F. Jewell and acknowledged the within and aforegoing deed to be his act.

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

GUY H. COURSEY
JUSTICE OF THE PEACE.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 15, folio 132, a Land Record Book for Queen Anne's County.

Seal's Place

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

WILLIAM H. CARTER Clerk

EXHIBIT G
Filed April 30, 1936.

::
#15,707. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the twenty ninth day of August, in the year nineteen hundred and thirty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 24th day of August, in the year nineteen hundred and thirty-two, by George F. Jewell, Widower, of Queen Anne's County, in the State of Maryland, witnesseth:

THAT for and in consideration of the sum of five dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the said George F. Jewell does hereby grant and convey unto Nora R. Blunt of Queen Anne's County, Maryland, her heirs and assigns, in fee simple, all the following described real estate, to-wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, in the town of Bryantown, and lying on the west side of the public road leading through Bryantown to Bennett's Point, and more particularly described as follows: Beginning at a stone set in the ground on the west side of the aforesaid road at the side of the lane running between the dwelling house of the said George F. Jewell, and the dwelling house of Hattie Usilton, which stands on the lot hereby conveyed, and running thence in a westerly direction with the fence line between the two aforesaid houses for a distance of one hundred and eighty-two feet. Thence in a southerly direction along the fence line between the land hereby conveyed and the other land of said George F. Jewell a distance of ninety-one feet to a stone, thence in an easterly direction along a line dividing the land hereby conveyed from the land of Howard E. Todd and wife, likewise purchased from George F. Jewell, a distance of one hundred and eighty feet to a stone set in the side of the aforesaid public road, thence along said road in a northerly direction a distance of ninety-one feet to the place of beginning; said lot being a part of the land conveyed unto the said George F. Jewell by Harriett Usilton by deed bearing date the twentieth day of April, in the year nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7, folio 207, &c., a land record book for Queen Anne's County, and being that part of the lot whereon the dwelling house occupied by said Hattie Usilton now stands.

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

AND the said George F. Jewell covenants to warrant specially the land hereby conveyed, and to grant such further assurances of said land as may be requisite or necessary.

Witness my hand and seal the day and year herein first above written.

Witness: GEO. F. JEWELL (SEAL)

GUY H. COURSEY

State of Maryland,

Queen Anne's County, to-wit:

I hereby certify that on this 24th day of August, 1932, before me, the subscriber, Justice of the Peace for Queen Anne's County, in and for the State of Maryland, personally appeared George F. Jewell and acknowledged the within and aforegoing deed to be his act.

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

GUY H. COURSEY
JUSTICE OF THE PEACE.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 15, folio 133, a Land Record Book for Queen Anne's County.

Seal's Place.

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

WILLIAM H. CARTER Clerk

EXHIBIT H
Filed April 30, 1936.

CERTIFICATE OF ADMINISTRATION

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 keepr of the Seal and of the Records, and of the original papers of the Orphans' Court for Queen Anne's County, DO HEREBY CERTIFY that it appears from the records in said Court that on the 24th day of July A. D. nineteen hundred and thirty four Letters of Administration C. T. A. of all and singular the goods, chattels, credits and personal estate of George F. Jewell, late of Queen Anne's County deceased, were granted and committed unto Jacob Jewell, after he had entered into bond with approved security for the dur performance thereof, according to law, and after he had taken the oath by law required of him.

In testimony whereof, I Norman S. Dudley, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, this 30th day of April, nineteen hundred and thirty six.

Seal's Place.

NORMAN S. DUDLEY
Register of Wills for Queen Anne's County.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Jacob Jewell, Administrator cum testamento annexo of George F. Jewell, deceased,

Seal's Place.

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of May next, to answer the complaint of Frank C. Thomas and Charles E. Snyder against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of April 1936.

Issued the 30th. day of April 1936.

WILLIAM H. CARTER Clerk

Harper & Horney
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

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

I HEREBY CERTIFY that I served the within subpoena upon Jacob Jewell, admr. c. t. a. of Geo. F. Jewell, by reading the same to him and by leaving a copy thereof with him, this 1st day of May, 1936:

T. HERBERT EVERETT
Sheriff.

Filed May 2nd, 1936.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Marcie Pauline Jewell, Infant

Seal's
Place.

Cecil COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of May next, to answer the complaint of Frank C. Thomas and Charles E. Snyder against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of April 1936.
Issued the 30th. day of April 1936.

William H. Carter Clerk

Harper and Horney

Solicitor for_____

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

WILLIAM H. CARTER Clerk

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

Non Est 5/2/36

Received May 1-1936 and forthwith delivered to the Sheriff of Kent Co., Md. for service.

John N. Bennett Shff.

Filed May 4th, 1936.

Test ROBT. A. SHALLCROSS Clerk

DIRECTION TO ISSUE ANOTHER SUBPOENA
DIRECTED TO MARCIE PAULINE JEWELL, INFANT.
Filed June 8, 1936.

FRANK C. THOMAS and CHARLES E. SNYDER, vs. JACOB JEWELL, administrator, cum testamento annexo of GEORGE F. JEWELL, deceased, and MARCIE PAULINE JEWELL, infant.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3077.

TO THE CLERK OF SAID COURT:

You will please issue another writ of subpoena to the Sheriff of Kent County, Maryland, directed to the said Marcie Pauline Jewell, infant.

HARPER & HORNEY
Solicitors for Plaintiffs.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place. Marcie Pauline Jewell, Infant.

KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of July next, to answer the complaint of Frank C. Thomas & Charles E. Snyder against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of June 1936.
Issued the 8th day of June 1936.

WILLIAM H. CARTER Clerk

Wm. R. Horney
Solicitor for Complainants

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

WILLIAM H. CARTER Clerk

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

I hereby certify that I served the within writ of subpoena upon Marcie Pauline Jewell, infant, by reading the same to her and by leaving a copy thereof with Mrs. W. B. Wilmer, with whom she was residing this 9th day of June, 1936.

John N. Bennett Sheriff

Received June 9-1936 and forthwith delivered to the Sheriff of Kent Co., Md. for service.

Test: Robt. A. Shallcross Clerk

PETITION FOR APPOINTMENT
OF GUARDIAN AD LITEM
Filed August 21, 1936.

FRANK C. THOMAS and CHARLES E. SNYDER, Plaintiffs, vs. JACOB JEWELL, Administrator cum testamento annexo of George F. Jewell, deceased, and MARCIE PAULINE JEWELL, infant, Defendants.	)))))))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frank C. Thomas and Charles E. Snyder, the Plaintiffs in the above entitled cause, by William R. Horney, one of their solicitors, respectfully represents:

That Marcie Pauline Jewell, one of the defendants in said cause, has been duly returned summoned, but being an infant she cannot answer and defend this suit for herself.

Your Petitioners, therefore, pray this Honorable Court to appoint a guardian ad litem to appear and answer for the said infant.

And as in duty bound, etc.,

HARPER and HORNEY
by WM. R. HORNEY
Solicitors for Plaintiffs.

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

I HEREBY CERTIFY that on this 21st day of August, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, one of the solicitors for Frank C. Thomas and Charles E. Snyder, and made oath, in due form of law, that the matters and facts in the aforegoing Petition are true to the best of his knowledge and belief.

Filed Aug. 21st, 1936.

WM. H. CARTER
Clerk

PETITION FOR DECREE PRO CONFESSO
Filed August 21, 1936.

FRANK C. THOMAS and CHARLES E. SNYDER, Plaintiffs, vs. JACOB JEWELL, Administrator cum testamento annexo of George F. Jewell, deceased, and MARCIE PAULINE JEWELL, infant, Defendants.	))))))))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frank C. Thomas and Charles E. Snyder, the Plaintiffs in the above entitled cause, by William R. Horney, one of their solicitors, respectfully represents:

That Jacob Jewell, administrator cum testamento annexo of George F. Jewell, deceased, one of the defendants in the above cause, has been duly returned summoned, but has failed to appear and answer this suit.

Your Petitioners, therefore, pray this Honorable Court to pass a decree pro confesso against the said Jacob Jewell, administrator cum testamento annexo as aforesaid.

And as in duty bound, etc.,

HARPER and HORNEY,
by WM. R. HORNEY
Solicitors for Plaintiffs.

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

I HEREBY CERTIFY that on this 21st day of August, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, one of the solicitors for Frank C. Thomas and Charles E. Snyder, and made oath, in due form of law, that the matters and facts in the aforegoing Petition are true to the best of his knowledge and belief.

WM. H. CARTER
Clerk.

Filed Aug. 21st, 1936.

PETITION FOR AUTHORITY TO
AMEND BILL OF COMPLAINT
Filed July 1, 1937.

FRANK C. THOMAS and CHARLES E. SNYDER, Plaintiffs, vs. JACOB JEWELL, Administrator cum testamento annexo of George F. Jewell, deceased, and MARCIE PAULINE JEWELL, infant. Defendants.	))))))))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frank C. Thomas and Charles Q. Snyder, the plaintiffs in the above entitled cause, unto your Honors, respectfully shows:

1. That your petitioners did heretofore, to wit: on the 30th day of April, 1936, file in this cause their bill of complaint, in which, besides the prayers for relief, they prayed for process against Jacob Jewell, administrator cum testamento annexo of George F. Jewell, deceased, and Marcie Pauline Jewell, infant, the two defendants named therein, both of whom have been duly subpoenaed.

2. That thereafter your petitioners were advised that it was not only proper but necessary that the ten other children of the said George F. Jewell, deceased, who are mentioned in the last will and testament of the said George F. Jewell as his "next ten children", and their respective husbands and wives, if any, should be made parties defendant to said bill of complaint.

3. That your petitioners now propose to amend said bill of complaint in manner following, that is to say:

a. To add the following names to the titling of this cause, to wit:

TONIA McWILLIAMS and
ROBERT McWILLIAMS, her husband,
HARRY JEWELL,
NORA J. YEWELL and
OWEN YEWELL, her husband,
BERTHA J. TODD and
HOWARD TODD, her husband,
EVA J. BAMBERRY and
ROBERT BAMBERRY, her husband,
PRICE JEWELL,
ALFRED JEWELL and
MARIE JEWELL, his wife,
PERCY JEWELL and
MYRTLE JEWELL, his wife,
JACOB JEWELL and
BARBARA JEWELL, his wife, and
WALTER JEWELL and
HILDA JEWELL, his wife.

b. To add a new paragraph to be numbered "4a" and to follow immediately after paragraph "4" in said bill of complaint, to read as follows:

4a. That the "next ten children" mentioned and referred to by the said testator in his last will and testament are the following named persons, to wit: (1) Tonia J. McWilliams, who is intermarried with Robert McWilliams; (2) Harry Jewell, who is unmarried; (3) Nora J. Yewell, who is intermarried with Owen Yewell; (4) Bertha J. Todd, who is intermarried with Howard Todd; (5) Eva J. Bamberry, who is intermarried with Robert Bamberry; (6) Price Jewell, who is unmarried; (7) Alfred Jewell, who is intermarried with Marie Jewell; (8) Percy Jewell, who is intermarried with Myrtle Jewell; (9) Jacob Jewell, who is intermarried with Barbara Jewell; and (10) Walter Jewell, who is intermarried with Hilda Jewell.

c. To add a new paragraph to be numbered "10a" and to follow immediately after paragraph "10" in said bill of complaint, to read as follows:

10a. That the said Tonia J. McWilliams and Robert McWilliams, her husband, two of the defendants, are adults and reside in Baltimore City, State of Maryland; that the said Harry Jewell, one of the defendants, is an adult and resides in Queen Anne's County aforesaid; that the said Nora J. Yewell and Owen Yewell, her husband, two of the defendants, are adults and reside in Queen Anne's County aforesaid; that the said Bertha J. Todd and Howard Todd, her husband, two of the defendants, are adults and reside in Queen Anne's County aforesaid; that the said Eva J. Bamberry and Robert Bamberry, her husband, two of the defendants, are adults and reside in Queen Anne's County aforesaid; that the said Price Jewell, one of the defendants, is an adult and resides in Dorchester County, State of Maryland; that the said Alfred Jewell and Marie Jewell, his wife, two of the defendants, are adults and reside in Queen Anne's County aforesaid; that the said Percy Jewell and Myrtle Jewell, his wife, are adults and reside in Baltimore City aforesaid; that the said Jacob Jewell and Barbara Jewell, his wife, two of the defendants, are adults and reside in Queen Anne's County aforesaid; and that the said Walter Jewell and Hilda Jewell, his wife, two of the defendants, are adults and reside in Queen Anne's County aforesaid.

d. To amend the prayer for process in its entirety, to read as follows:

MAY IT PLEASE YOUR HONORS TO GRANT unto your Orators the writ of subpoena directed to the said Jacob Jewell, administrator cum testamento annexo of George F. Jewell, deceased, Harry Jewell, Nora J. Yewell, her husband, Bertha J. Todd and Howard Todd, her husband, Eva J. Bamberry and Robert Bamberry, her husband, Alfred Jewell and Marie Jewell, his wife, Jacob Jewell and Barbara Jewell, his wife, and Walter Jewell and Hilda Jewell, his wife, all of whom reside in Queen Anne's County aforesaid, to the said Marcie Pauline Jewell, an infant, who re-

sides in Kent County aforesaid, to the said Tonia J. McWilliams and Robert McWilliams, her husband, and Percy Jewell and Myrtle Jewell, his wife, all of whom reside in Baltimore City aforesaid, and to the said Price Jewell, who resides in Dorchester County aforesaid, commanding them, and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

Your petitioners, therefore, pray this Honorable Court to pass an order authorizing them to amend their said bill of complaint in the manner hereinbefore particularly set forth.

WM. R. HORNEY
Solicitor for Petitioners.

Filed July 1st, 1937.

ORDER OF COURT
Filed July 1st, 1937.

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 1st day of July, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Frank C. Thomas and Charles E. Snyder, the plaintiffs in this cause and the petitioners in said aforegoing petition, be and they are hereby authorized to amend the bill of complaint filed by them in this cause in the manner particularly set forth in said aforegoing petition.

THOS. J. KEATING

Filed July 1st, 1937.

AMENDMENTS TO BILL OF COMPLAINT
Filed July 6, 1937.

FRANK C. THOMAS and CHARLES E. SNYDER, Plaintiffs, vs. JACOB JEWELL, administrator cum testamento annexo of GEORGE F. JEWELL, deceased, MARCIE PAULINE JEWELL, infant, TONIA McWILLIAMS and ROBERT McWILLIAMS, her husband, HARRY JEWELL, NORA J. YEWELL and OWEN YEWELL, her husband, BERTHA J. TODD and HOWARD TODD, her husband, EVA J. BAMBERRY and ROBERT BAMBERRY, her husband, PRICE JEWELL, ALFRED JEWELL and MARIE JEWELL, his wife, PERCY JEWELL and MYRTLE JEWELL, his wife JACOB JEWELL and BARBARA JEWELL, his wife, and WALTER JEWELL and HILDA JEWELL, his wife. Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, (who sue for themselves as well as for all other creditors of George F. Jewell, late of Queen Anne's County, State of Maryland, who will come in and contribute to the expenses of this suit), in addition to what has been said in the bill of complaint filed by them in this cause on the 30th day of April, 1936, still complaining, further say:

4a. That the "next ten children" mentioned and referred to by the said testator in his last will and testament are the following named persons, to wit: (1) Tonia J. McWilliams, who is intermarried with Robert McWilliams; (2) Harry Jewell, who is unmarried; (3) Nora J. Yewell, who is intermarried with Owen Yewell; (4) Bertha J. Todd, who is intermarried with Howard Todd; (5) Eva J. Bamberry, who is intermarried with Robert Bamberry; (6) Price Jewell, who is unmarried; (7) Alfred Jewell, who is intermarried with Marie Jewell; (8) Percy Jewell, who is intermarried with Myrtle Jewell; (9) Jacob Jewell, who is intermarried with Barbara Jewell; (10) Walter Jewell, who is intermarried with Hilda Jewell.

10a. That the said Tonia J. McWilliams and Robert McWilliams, her husband, two of the defendants, are adults and reside in Baltimore City, State of Maryland; that the said Harry Jewell, one of the defendants, is an adult and resides in Queen Anne's County aforesaid; that the said Nora J. Jewell and Owen Yewell, her husband, two of the defendants, are adults and reside in Queen Anne's County aforesaid; that the said Bertha J. Todd and Howard Todd, her husband, two of the defendants, are adults and reside in Queen Anne's County aforesaid; that the said Eva J. Bamberry and Robert Bamberry, her husband, two of the defendants, are adults and reside in Queen Anne's County aforesaid; that the said Price Jewell, one of the defendants, is an adult and resides in Dorchester County, State of Maryland; that the said Alfred Jewell and Marie Jewell, his wife, two of the defendants,are adults and reside in Queen Anne's County aforesaid; that the said Percy Jewell and Myrtle Jewell, his wife, two of the defendants, are adults and reside in Baltimore City aforesaid; that the said Jacob Jewell and Barbara Jewell, his wife, two of the defendants, are adults and reside in Queen Anne's County aforesaid; and that the said Walter Jewell and Hilda Jewell, his wife, two of the defendants, are adults and reside in Queen Anne's County aforesaid.

MAY IT PLEASE YOUR HONORS TO GRANT unto your Orators the writ of subpoena directed to the said Jacob Jewell, administrator cum testamento annexo of George F. Jewell, deceased, Harry Jewell, Nora J. Yewell and Owen Yewell, her husband, Bertha J. Todd and Howard Todd, her husband, Eva J. Bamberry and Robert Bamberry, her husband, Alfred Jewell and Marie Jewell, his wife, Jacob Jewell, and Barbara Jewell, his wife, and Walter Jewell and Hilda Jewell, his wife, all of whom reside in Queen Anne's County aforesaid, to the said Marcie Pauline Jewell, an infant, who resides in Kent County aforesaid, to the said Tonia J. McWilliams and Robert McWilliams, her husband, and Percy Jewell and Myrtle Jewell, his wife, all of whom reside in Baltimore City aforesaid, and to the said Price Jewell, who resides in Dorchester County aforesaid, commanding them, and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

AND as in duty bound, etc.,

WM. R. HORNEY
Solicitors for Plaintiffs.

Filed July 6th, 1937.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Percy Jewell
Myrtle Jewell

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 Frank C. Thomas and Charles E. Snyder against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the 1st Monday of July, 1937.
Issued the 6th day of July, 1937.

WILLIAM H. CARTER Clerk.

WM. R. HORNEY
solicitor for Complainant.

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

WILLIAM H. CARTER Clerk.

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

Received 8th day of July 1937 and forthwith delivered to the Sheriff of Baltimore City.
Test: Stephen C. Little Clerk

Summoned Percy Jewell and Myrtle Jewell and a copy of the Process left with each Defendant.

Lycett
7-8-37

Joseph C. Deegan
Sheriff

Forestell
7-8-37

Fee $1.90

Filed July 9th, 1937.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. Tonia J. McWilliams and Robert McWilliams, her husband

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st Monday of August next, to answer the complaint of Frank C. Thomas and Charles E. Snyder against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the 1st Monday of July 1937.

Issued the 6th day of July, 1937.

WILLIAM H. CARTER Clerk.

WILLIAM R. HORNEY
Solicitor for Complainant.

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

WILLIAM H. CARTER Clerk.

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

Received 8th day of July 1937 and forthwith delivered to the Sheriff of Baltimore City.
Test: Stephen C. Little Clerk.

Summoned "Ambo" and a copy of the Process left with each defendant.

Murr
7/8/37

Joseph C. Deegan
Sheriff

Fees $1.90

Filed July 9th, 1937.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Bertha J. Todd
Howard Todd, her husband

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 Aug. next, to answer the complaint of Snyder & Thomas against you in said court exhibited.

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

WITNESS, The Honorable Wm. H. Carter Chief Judge of our said Court, the 1st. Monday of July, 1937.
Issued the 6th day of July, 1937.

WM. H. CARTER Clerk.

Wm. R. Horney
Solicitor for_____

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.

WM. H. CARTER Clerk.

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

I HEREBY CERTIFY that I served the within subpoena on Bertha J. Todd and Howard Todd, her husband, by reading the same to them and by leaving a copy thereof with them, this 9th day of July, 1937;

T. HERBERT EVERETT
Sheriff.

Filed July 12, 1937.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Price Jewell

Seal's
Place.

OF DORCHESTER 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 Frank C. Thomas and Charles E. Snyder against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st. Monday of July 1937.
Issued the 6th day of July 1937.

WM. H. CARTER Clerk.

Wm. R. Horney
Solicitor for Complainants.

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

Wm. H. Carter Clerk.

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

Received 8" day of July 1937 and forthwith delivered to Sheriff of Dorchester County.

Test: J. FRED DUNN Clerk.

Served by reading to and leaving a copy of the within Subpoena with Price Jewell the 12th day of July 1937.

Roy S. Melvin
Sheriff.

Filed July 14th, 1937.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. Harry Jewell

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 anser the complaint of Frank C. Thomas & Charles A. Snyder against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st Monday of August 1937.

Issued the 6th day of July, 1937.

WM. H. CARTER Clerk.

Wm. R. Horney
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 _____ next, being the Return Day.

Wm. H. Carter Clerk.

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

I HEREBY CERTIFY that I served the within subpoena on Harry Jewell by reading the same to him and by leaving a copy thereof with him, this 9th day of July, 1937:

T. HERBERT EVERETT
Sheriff.

Filed July 12th, 1937.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Eva J. Bambary
Robert Bambary

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 Courtfor 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 Snyder & Thomas against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st Monday of July 1937.

Issued 6th day of July 1937.

WM. H. CARTER Clerk.

Wm. R. Horney
Solicitor for Complainants.

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

WM. H. CARTER Clerk.

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

I HEREBY CERTIFY that I served the within subpoena on Eva J. Bambary and Robert Bambary, her husband, by reading the same to them and by leaving a copy thereof with them, this 9th day of July, 1937:

T. HERBERT EVERETT
Sheriff.

Filed July 12th, 1937.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

To Seal's Place Alfred Jewell and
Marie Jewell, his wife

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of August next, to answer the complaint of Snyder & Thomas against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st Monday of July 1937.

Issued the 6th day of July 1937.

Wm. H. Carter Clerk.

Wm. R. Horney
Solicitor for Complainants

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

Wm. H. Carter Clerk.

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

I HEREBY CERTIFY that I served the within subpoena on Alfred Jewell and Marie Jewell, his wife, by reading the same to them and by leaving a copy thereof with them, this 9th day of July, 1937:

T. Herbert Everett
Sheriff,

Filed July 14th, 1937.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Walter Jewell
Hilda Jewell, his wife

Seal's
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of August next, to answer the complaint of Snyder & Thomas against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st. Monday of July 1937.

Issued the Sixth day of July 1937.

WM. H. CARTER Clerk

Wm. R. Horney
Solicitor for Complainants

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

Wm. H. Carter Clerk.

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

I HEREBY CERTIFY that I served the within subpoena on Walter Jewell and Hilda Jewell, his wife, by reading the same to them and by leaving a copy thereof with them, this 9th day of July, 1937:

T. HERBERT EVERETT
Sheriff.

Filed July 12th, 1937.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's
Place. Owen Yewell
Nora J. Yewell his wife

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of August next, to answer the complaint of Frank C. Thomas & Charles E. Snyder against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st Monday of July 1937.

Issued the 6th day of July, 1937.

Wm. R. Horney
Solicitor for Complainant

Wm. H. Carter 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.

WM. H. CARTER Clerk.

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

I HEREBY CERTIFY that I served the within subpoena on Owen Yewell and Nora J. Yewell, his wife, by reading the same to them and by leaving a copy thereof with them, this 9th day of July, 1937:

T. HERBERT EVERETT
Sheriff.

Filed July 12th, 1937.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Jacob Jewell
Barbara Jewell, his wife

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 August next, to answer the complaint of Frank C. Thomas & Charles E. Snyder against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st Monday of July 1937.

Issued the 6th day of July 1937.

WM. H. CARTER Clerk.

Wm. R. Horney
Solicitor for Complainant.

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

Wm. H. Carter Clerk.

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

I HEREBY CERTIFY that I served the within subpoena upon Jacob Jewell and Barbara Jewell, his wife, by reading the same to them and by leaving a copy thereof with them, this 31st day of July, 1937.

T. H. Everett
Sheriff.

Filed July 31st, 1937.

PETITION FOR DECREE PRO CONFESSO
Filed August 20, 1937.

FRANK C. THOMAS and CHARLES E. SNYDER, Plaintiffs, vs. JACOB JEWELL, Administrator, etc., et al. Defendants.	)))))))))	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frank C. Thomas and Charles E. Snyder, the Plaintiffs in the above entitled cause, by William R. Horney, their solicitor, respectfully represents:

That Tonia McWilliams and Robert McWilliams, her husband, Harry Jewell, Nora J. Yewell and Owen Yewell, her husband, Bertha J. Todd and Howard Todd, her husband, Eva J. Bamberry and Robert Bamberry, her husband, Price Jewell, Alfred Jewell and Marie Jewell, his wife, Percy Jewell and Myrtle Jewell,

his wife, Jacob Jewell and Barbara Jewell, his wife, and Walter Jewell and Hilda Jewell, his wife, the defendants in the above entitled cause who were made such by the amendments to the bill of complaint filed in this cause on the 6th day of July, 1937, have been duly returned summoned, but have filed to appear and answer this suit.

Your Petitioners, therefore, pray this Honorable Court to pass a decree pro confesso against them and each of them.

And as in duty bound, etc.,

WM. R. HORNEY
Solicitor for Plaintiffs.

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

I HEREBY CERTIFY that on this 20th day of August, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the solicitor for Frank C. Thomas and Charles E. Snyder, and made oath, in due form of law, that the matters and facts set forth in the aforegoing Petition are true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk.

Filed Aug. 20th, 1937.

ORDER OF COURT
Filed Aug. 21, 1937.

ORDER OF COURT

ORDERED, this 21st day of August, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, upon the aforegoing Petition and Affidavit, that Hilda T. Seward of Queen Anne's County, Maryland, be and he is hereby appointed guardian ad litem to appear and answer for Marcie Pauline Jewell, infant defendant in the above cause.

THOS. J. KEATING

Filed Aug. 21st, 1937.

ANSWER OF GUARDIAN AD LITEM
Filed Sept. 22, 1937.

FRANK C. THOMAS, ET AL.,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
Jacob Jewell, Administrator, etc., et al.	)	Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Marcie Pauline Jewell, an infant under the age of twenty one years, by Hilda T. Seward, her Guardian Ad Litem, to the Bill of Complaint of Frank C. Thomas and Charles E. Snyder exhibited against her and others in the above entitled cause, says:

That this Defendant cannot admit any of the matters and things alleged in said Bill of Complaint, and being an infant of tender years, submits her rights to the protection of this Honorable Court.

HILDA T. SEWARD
Guardian Ad Litem.

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

I HEREBY CERTIFY that on this 22nd day of September, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Hilda T. Seward, the above named Guardian Ad Litem for

Marcie Pauline Jewell, infants, and made oath, in due form of law, that the matters and things stated in the aforegoing ANSWER are true, to the best of her knowledge and belief.

WM. H. CARTER
Clerk

Filed September 22nd, 1937.

NOTICE TO EXAMINER OF
DESIRE TO TAKE TESTIMONY
Filed Sept. 22, 1937.

FRANK C. THOMAS, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
JACOB JEWELL, Administrator,	)	
etc., et al.	)	Cause No. 3077.

TO H. B. W. MITCHELL, EXAMINER:

You are hereby notified that the Plaintiffs in the above entitled cause desire to take testimony in support of the allegations contained in the Bill of Complaint on Thursday, the 30th day of September, 1930, at 10 o'clock, A. M.

You will please notify the following named persons, in accordance with the decree pro confesso of the Court passed on the 21st day of August, 1937, of the day and hour set for the taking of such testimony:

Jacob Jewell, administrator c. t. a. of George F. Jewell, deceased, Grasonville, Maryland.
Hilda T. Seward, Guardian Ad Litem for Marcie Pauline Jewell, infant, Centreville, Maryland.
Tonia and Robert McWilliams, 2619 Fleet Street, Baltimore, Maryland,
Harry Jewell, Grasonville, Maryland,
Nora J. and Owens Yewell, Grasonville, Maryland,
Bertha J. and Howard Todd, Grasonville, Maryland,
Eva J. and Robert Bamberry, Grasonville, Maryland,
Price Jewell, c/or Phillips Packing Company, Cambridge, Maryland,
Alfred and Marie Jewell, Grasonville, Maryland,
Percy and Myrtle Jewell, 3541 Roland Avenue, Baltimore, Maryland,
Jacob and Barbara Jewell, Grasonville, Maryland, and
Walter and Hilda Jewell, Grasonville, Maryland.

You will also please issue a subpoena for the following named persons to appear before you to testify in this cause on the day and hour set for the taking of such testimony:

Frank C. Thomas, Stevensville, Maryland,
Dr. Charles E. Snyder, Stevensville, Maryland,
Jacob Jewell, Grasonville, Maryland, and
Nora J. Yewell, Grasonville, Maryland.

Respectfully,

WM. R. HORNEY
Solicitor for Plaintiffs.

Filed Sept. 22nd, 1937.

Summons
Filed Sept. 30, 1937.

Frank C. Thomas, et al	)	In the Circuit Court for Queen
	)	
vs.	)	Anne's County, in Equity.
	)	
Jacob Jewell, Administrator	)	
c. t. a. of George F. Jewell,	)	No. 3077,
late of Queen Anne's County,	)	
deceased, et al.	)	

To T. Herbert Everett, Sheriff of Queen Anne's County, Maryland:

You are directed to summon Frank C. Thomas, Stevensville, Md.,
Dr. Charles E. Snyder, Stevensville, Md.
Jacob Jewell, Grasonville, Md., and
Nora J. Yewell, Grasonville, Md., to appear
at the office of William R. Horney, Esq., Centreville, Md., Thursday, September 30th., 1937, at 10 o'clock a. m., to restify on behalf of the plaintiffs in the above entitled case..

H. B. W. MITCHELL
EXAMINER IN CHANCERY.

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

Served Sep. 25 1937
By Reading Same to Parties Concerned.

T. Herbert Everett
Sheriff

Filed Sept. 30th, 1937

DEPOSITIONS
Filed Oct. 5, 1937.

FRANK C. THOMAS, ET AL.,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
JACOB JEWELL, Administrator, etc., ET AL.	)	Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the plaintiffs having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did, after the usual notice to all of the adult defendants and to the guardian ad litem of the infant defendant, attend on the 30th day of September, 1937, in the law office of William R. Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 10 o'clock, A. M., there being present William R. Horney, solicitor for the plaintiffs, Frank C. Thomas and Dr. Charles E. Snyder, the plaintiffs, Hilda T. Seward, guardian ad litem of the infant defendant, and Nora J. Yewell, one of the defendants, and proceeded to take the following testimony, to wit:

Frank C. Thomas, 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, residence and occupation?

A. Frank C. Thomas. I am 59 years old. I reside in Stevensville, Maryland, and I am a funeral director.

Q. 2. Are you one of the plaintiffs to this suit?

A. Yes Sir.

Q. 3. Will you please state whether or not the estate of George F. Jewell, deceased, is indebted to you, and if so, in what amount?

A. Yes Sir. The estate is indebted to me in the sum of $144.00 for funeral expenses.

Q. 4. Has any part of this claim ever been paid?

A. No Sir;

Q. 5. Mr. Thomas, I hand you herewith your claim which you filed against this estate in the office of the Register of Wills, which claim was passed by the Orphans' Court of Queen Anne's County. Please state whether or not this is the original claim which you filed against the estate of George F. Jewell?

A. Yes Sir it is.
(NOTE: At this point the claim of Frank C. Thomas was introduced in evidence and has been marked by your examiner "Examiner's Exhibit No. 1").

Q. 6. Did you know the late George F. Jewell in his lifetime?

A. Yes Sir.

Q. 7. Do you known on or about what date he died?

A. March 19th, 1934.

A. 8. Do you know whether or not he left a last will and testament?

A. I understand that he did.

Q. 9. Do you know whether or not George F. Jewell died seized and possessed of any real estate?

A. Yes he did.

Q. 10, Do you know of what it consists?

A. It consisted of two lots or parcels of land adjoining each other in the village of Bryantown, in Queen Anne's County, Maryland. One of the lots, so I am informed, contained about two acres and the other lot contained about five acres. Two parcels of land were sold off of the last mentioned lot, one to Howard E. Todd and his wife and the other to Nora R. Blunt. The two lots which are now used as one are improved by a dwelling and a stable.

Q. 11. Please state, in your opinion, what is the value of all of the land and the buildings located on it?

A. I would say about $600 or $700.

Q. 12. Do you know whether or not administration has ever been granted on the estate of George F. Jewell in Queen Anne's County?

A. Yes, Jacob Jewell was appointed administrator c. t. a. by the Orphans' Court of Queen Anne's County.

Q. 13. Do you know whether or not the personal estate of the said George F. Jewell is sufficient to pay the funeral expenses and other debts due by the said George F. Jewell at the time of his death?

A. It was not. I am informed that the whole personal estate was appraised at $238.25. My bill amounts to $144.00 and I know that Dr. Snyder's bill amounts to $69.75. This makes a total of $213.75. I have also been informed that Mr. Jewell sustained a loss of $72.50 on the sale of the livestock and the farming implements belonging to George F. Jewell. From this it is obvious that there is not sufficient to pay my bill and Dr. Snyder's bill let alone such other bills as may be due by the estate. Nor does this take into account the administration costs.

Q. 14. Do you know whether or not Jacob Jewell, the administrator, has ever filed his first and final account in the Orphans' Court?

A. I am informed that he has not. I am further informed, however, that he has given you as may attorney, a statement of the receipts and disbursements.

Q. 15. Do you know all of the parties to this suit other than yourself and Dr. Snyder?

A. Yes, I know most of them but I do not 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 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.

F. C. THOMAS

Dr. Charles E. Snyder, the next 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, reside and occupation?

A. My name is Charles E. Snyder. I am 55 years old. I reside in Stevensville, Maryland, and I am a medical doctor.

Q. 2. Are you one of the plaintiff's to this suit?

A. I am.

Q. 3. Will you please state whether or not George F. Jewell was indebted to you in his lifetime and if so, in what amount?

A. He was. To the extent of $69.75.

Q. 4. Has any part of this claim ever been paid?

A. It has not.

Q. 5. Dr. Snyder I hand you herewith a duplicate of your account which you filed in the Orphans' Court of Queen Anne's County, also the original of said account which was filed in said Court and which was in the hands of the administrator at the time that the Bill of Complaint in this suit was filed. Please examine the original of this account and state whether or not that is the claim you filed in said Court and which was allowed by said Court?

A. It is.
(NOTE: At this point the claim of Dr. Charles E. Snyder and the duplicate thereof was introduced in evidence and has been marked by your examiner "Examiner's Exhibit No. 2A and 2B" respectively).

Q. 6. Did you know the late George F. Jewell in his lifetime?

A. I did.

Q. 7. Do you know on or about what date he died?

A. I think it was on March 19th, 1934.

Q. 8. Do you know whether or not he left a last will and testament?

A. It is my understanding that he did.

Q. 9. Do you know whether or not George F. Jewell died seized and possessed of any real estate?

A. Yes.

Q. 10. Do you know of what it consists?

A. A house and two lots in Bryantown.

Q. 11. Please state, in your opinion, what is the value of all of the land and the buildings located on it?

A. About $700.

Q. 12. Do you know whether or not administration has ever been granted on the estate of George F. Jewell in Queen Anne's County?

A. It has.

Q. 13. Do you know whether or not the personal estate of the said George F. Jewell is sufficient to pay the funeral expenses and other debts due by the said George F. Jewell at the time of his death?

A. It was not.

Q. 14. Do you know whether or not Jacob Jewell, the administrator, has ever filed his first and final account in the Orphans' Court?

A. He has not.

Q. 15. Do you know all of the parties to this suit other than yourself and Mr. Frank C. Thomas?

A. Most of them but I do not 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 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.

DR. CHAS. E. SNYDER.

Nora J. Yewell, the next 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, residence and occupation?

A. My name if Nora J. Yewell. I am over twenty one years of age. I live at Bryantown and I have no occupation.

Q. 2. Mrs. Yewell are you one of the defendants to this suit?

A. I am.

Q. 3. This suit was brought by Frank C. Thomas and Charles E. Snyder against the administrator and devisees of your father, George F. Jewell, to bring about the sale of the real estate of George F. Jewell for the purpose of paying his funeral expenses and the debts due by him at the time of his death. Please state whether or not you know the amount of the funeral bill and the amount of the doctor's bill and whether or not they have been paid?

A. I do not know the amounts, but I do know they have not been paid.

Q. 4. On what date did your father die?

A. March 19th, 1934.

Q. 5. Did he leave a last will and testament?

A. He did.

Q. 6. Mrs. Yewell I hand you herewith a paper marked "Exhibit C". Please examine it and state what it is?

A. It is a certified copy of the last will and testament of my father. (NOTE: At this point a certified copy of the last will and testament of George F. Jewell, deceased, was introduced in evidence and has been marked by your examiner "Examiner's Exhibit No. 3").

Q. 7. Are you familiar with the provisions under this last will and testament?

A. Yes I know that my sister, Marcie Pauline Jewell, was given all of my father's real estate and household goods after the payment of his debts and funeral expenses and after the payment of $1.00 to each of his other ten children.

Q. 8. Please state who are the other ten children of your father and the names of their respective husbands or wives?

A. My sister, Tonia McWilliams, who is married to Robert McWilliams;
My brother, Harry Jewell;
Myself and I am married to Owen Yewell;
My sister, Bertha J. Todd, who is married to Howard Todd;
My sister, Eva J. Bamberry, who is married to Robert Bamberry;
My brother, Price Jewell;
My brother, Alfred Jewell, who is married to Marie Jewell;
My brother, Percy Jewell, who is married to Myrtle Jewell;
My brother Jacob Jewell, who is married to Barbara Jewell; and
My brother, Walter Jewell, who is married to Hilda Jewell. Harry Jewell and Price Jewell are unmarried.

Q. 9. State whether or not your father left any real estate at the time of his death, and, if so, of what does it consist?

A. Yes he left a house and two lots of land located in Bryantown in Queen Anne's County, Maryland. One lot contains about two acres and the other lot contains about five acres except that part which he sold to Howard Todd and Bertha J. Todd and that part which he sold to Nora R. Blunt.

Q. 10. Mrs. Yewell I hand you herewith papers marked "Exhibit D", "Exhibit E", "Exhibit F" and "Exhibit G". Will you please examine them and state what they are?

A. "Exhibit D" is a certified copy of the deed from Lavinia C. Kirby to my father for the two acres of land to which I have just testified.
"Exhibit E" is a certified copy of the deed from Harriett Usilton to my father for the five acres of land of which I have just testified.
"Exhibit F" is a certified copy of the deed from my father to Howard and Bertha J. Todd for a part of the land purchased by him from Harriett Usilton and "Exhibit G" is a certified copy of the deed from my father to Nora R. Blunt for a part of the property purchased by him from Harriett Usilton.
(NOTE: At this point a certified copy of the deed from Lavinia C. Kirby to George F. Jewell, a certified copy of the deed from Harriett Usilton, a certified copy of the deed from George F. Jewell to Howard E. E. Todd and Bertha R. Todd, his wife, and a certified copy of the deed from George F. Jewell to Nora R. Blunt were introduced in evidence and have been marked by your examiner "Examiner's Exhibit No. 4", "Examiner's Exhibit No. 5", "Examiner's Exhibit No. 6" and "Examiner's Exhibit No. 7", respectively).

Q. 11. Was there ever any administration on the estate of your father?

A. Yes letters of administration c. t. a. were granted to my brother, Jacob Jewell.

Q. 12. Do you know whether or not the personal estate is sufficient to pay the debts due by your father at the time of his death and his funeral expenses.

A. I do not know, but I have been informed that the personal estate is not sufficient and I believe this to be true.

Q. 13. In your opinion what is the value of the real estate sought to be sold in this proceeding?

A. Well I certainly think it should be worth at least $750.00.

EXAMINER'S SPECIAL:

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or 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.

NORA J. YEWELL

The Plaintiffs desiring further time to take the testimony of Jacob Jewell, another witness who was unable to attend today, the taking of further testimony was postponed until 10 o'clock A. M. on Monday, the 4th day of October, 1937.

On Monday, October 4th, 1937, your Examiner did attend in the law office of William R. Horney, in the town of Centreville, Queen Anne's County, at the hour of 10 o'clock A. M., there being present William R. Horney, solicitor for the plaintiffs, Hilda T. Seward, Guardian Ad Litem of the infant defendant, and Jacob Jewell, one of the defendants, and proceeded to take the following testimony, to wit:

Jacob Jewell, the next 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, residence and occupation?

A. My name is Jacob Jewell. I am 45 years of age. I reside near Perry's Corner in Queen Anne's County, Maryland, and I am a farmer.

Q. 2. Are you one of the defendants to this suit?

A. I am.

Q. 3. Mr. Jewell, you are the administrator c. t. a. of your father's estate, are you not?

A. I am.

Q. 4. Mr. Jewell I hand you herewith a paper marked "Exhibit H". Please examine

A. It is a certified copy of my letters of administration.
(NOTE: At this point a certifies copy of the Certificate of administration of Jacob Jewell as administrator c. t. a. of George F. Jewell, deceased, was introduced in evidence and has been marked by your examiner "Examiner's Exhibit No. 8".

Q. 5. Have you stated a first and final administration account in said estate?

A. I have not, because I do not have sufficient money in hand to do so and pay all of the debts due by my father at the time of his death or by the estate.

Q. 6. What is the present status of the estate?

A. The livestock and farming implements were appraised at $196.75 and the household goods at $41.50. I sold the livestock and farming implements for $124.25. The household goods have not been sold. On the sale of the livestock and farming implements the estate sustained a loss of $72.50. Out of the proceeds of the sales of the livestock and farming implements, I paid or must pay the following items: to the appraisers $4.00; for advertising the notice to creditors $3.75; for premiums on my bond as administrator c. t. a. $20.00; for the costs of the personal property sale $12.00; for the taxes on the real estate for the year 1934 $8.95; for the register of wills costs $33.85; for the tax on my commissions $2.38; for commissions which I am entitled to retain $21.45; and for a claim against the estate $12.20. This makes a total of $118.58. And it leaves a balance of $5.67 due by me to the estate. This is, of course, insufficient to pay the funeral expenses which amount to $144.00 and the doctor's bill which amounts to $69.75. The household goods have not been sold because my sister, Pauline, to whom it was bequeathed did not want it sold. But even if it were sold there would still be insufficient money to pay the funeral expenses and doctor's bill in full. I might add that another bond premium in the sum of $10.00 is now due, which, after deducting what I owe the estate in the sum of $5.67, would leave the estate owing me the sum of $4.33.

Q. 7. Then from what you say, that except for the household goods, which your sister, who will be entitled to the surplus proceeds of the sale of real estate, does not wish to be sold, there is nothing in the personal estate of your father with which to pay any part of the funeral expenses and doctor's bill?

A. That is correct.

Q. 8. State whether or not your father left any real estate at the time of his death, and, if so, of what does it consist?

A. He left a house and two lots of land located in the village of Bryantown, Queen Anne's County, Maryland, the whole contains approximately seven acres of land except those parts which were sold by my father to Howard and Bertha J. Todd and that part which was sold by him to Nora R. Blunt.

Q. 8. In your opinion what is the value of such real estate?

A. I think it is work at least $750.00.

EXAMINER'S SPECIAL:

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or 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.

JACOB JEWELL

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 four witnesses, making the costs chargable in said cause:

H. B. W. Mitchell, Examiner, - - - - - - - - - - - - - - - - - -	$ 12.00
Hilda T. Seward, Stenographer, - - - - - - - - - - - - - - - - -	5.00
Frank C. Thomas, witness, - - - - - - - - - - - - - - - - - - -	.75
Dr. Charles E. Snyder, Witness, - - - - - - - - - - - - - - - -	.75
Nora J. Yewell, Witness, -	.75
Jacob Jewell, Witness, -	.75
Issuing subpoena, -	.75
T. Herbert Everett, Sheriff, for summoning four witnesses, -	3.00
	$ 23.75

H. B. W. MITCHELL
EXAMINER.

Filed Oct. 5th, 1937.

EXAMINER'S EXHIBIT No. 2A
Filed Oct. 5, 1937.

Date April 14 1935.

To Mr. George Jewell dec'd.

DR. CHAS. E. SNYDER
Stevensville, Md.

Office Hours:
7 to 9 A. M.
1 to 2 and 7 to 8 P. M.

To Medical Acct. 69.75

EXAMINED and entered on Do cket
of Claims and will be allowed when
paid, per order of Court
NORMAN S. DUDLEY
Register of Wills for Queen Annes
County

This is to certify that Chas. E. Snyder personally appeared before me and made oath in due form of law that the above bill is true.

Witness my hand and seal this 11th day of April 1935.

Barnes Legg
Notary Public.

Notary
Public
Seal.

For Examiner's Exhibits No. 1, Examiner's Exhibit No. 2B, Examiner's Exhibit No. 3, Examiner's Exhibit No. 4, Examiner's Exhibit No. 5, Examiner's Exhibit No. 6, Examiner's Exhibit No. 7 and Examiner's Exhibit No. 8, see Exhibits A,B,C,D,E,F, G and H, recorded immediately following the Bill of Complaint. The Exhibits were filed with the Examiner on September 30, 1937, and filed in this office Oct. 5, 1937.

FINAL DECREE
Filed October 21, 1937.

FRANK C. THOMAS, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County,
vs.	)	in Equity.
	)	
JACOB JEWELL, Administrator,	)	
etc., ET AL.	)	Cause No. 3077.

This cause standing ready for hearing and being submitted without argument, and the proceedings read and considered.

IT IS THEREUPON, this 21st day of October, 1937, 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 of George F. Jewell, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of his debts, be sold; that Wm. R. Horney, of Queen Anne's County, State of Maryland, be, and he is hereby, appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of One thousand Dollars ($1000.00), if corporate surety be given, and in double that amount if personal sureties 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 sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers printed and published in Queen Anne's County aforesaid as he shall think proper, of the time, place, mannner and terms of sale, which terms shall be one- third cash, one-third in six months and one-third in twelve months, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and diacharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed 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.

And at the time of advertising said sale the trustee shall cause the following notice to creditors to be published, that is to say:

THOS. J. KEATING

NOTICE TO CREDITORS

ORDERED, this 21st day of October, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of George F. Jewell, deceased, file their claims, properly authenticated, with the Clerk of this Court, on or before the 28th day of January, 1938, or be excluded from participation in the distribution of the proceeds of the sale of the real estate above mentioned; provided a copy of this order be inserted in a newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before

the 22th day of November 1937.

THOS. J. KEATING

Filed October 21st, 1937.

CERTIFIED COPY OF BOND
Filed Oct. 22, 1937.

Queen Anne's County, to wit: Be it remembered that on 22nd day of October, in the year 1937 the following Bond was brought to be recorded, to wit:

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

Know all men by these presents, that we, William R. Horney of Queen Annes County, State of Maryland, as principal and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1000.00) current money 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 22nd day of October 1937:

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 "Frank C. Thomas, et. al. vs. Jacob Jewell, administrator, etc., et. al; being cause No. 3077 now pending in said Court. Now the condition of The above obligation is such, that if the above bounden William R. Horney and shall well and faithfully perform and execute the trust reposed in him by this 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.

Wm. 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 Wm. R. Horney
Its Attorney in Fact.

Cor. Seals Place.

On the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed October 22nd, 1937.

Wm. H. Carter, Clerk.

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

I hereby certify, that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folio 66 &c., a Bond Record Book for Queen Anne's County.

Seal's Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd. day of October, in the year 1937.

WILLIAM H. CARTER, Clerk

REPORT OF SALE
Filed Nov. 24, 1937.

FRANK C. THOMAS, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
JACOB JEWELL, ADMINISTRATOR,	)	
ETC., ET AL.	)	Cause No. 3077.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, the Trustee appointed by the decree passed in the above entitled cause on the 21st. day of October, 1937, to make sale of the real estate therein mentioned and described, to your Honors, respectfully shows:

1. That after giving bond to the State in the penalty prescribed by said decree with such security as the Clerk of this Court did approve conditioned for the faithful performance and execution of the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three weeks before the day of sale, said Trustee did, pursuant to said notice, attend in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, on the 23rd day of November, 1937, at 1:30 o'clock, P. M., and then and there proceeded to sell said real estate in manner following, that is to say:

Said Trustee, having announced that said real estate would be offered in two parcels, (he, deeming it wise, had previously caused said real estate to be surveyed and divided into two parcels), first separately and then as a whole, then offered at public sale to the highest bidder a part of the real estate decreed to be sold and described in the certificate of survey and plat thereof, which are filed herewith as a part hereof, as Lot No. 1, that is to say:

ALL that lot or parcel of land situate, lying and being in the village of Bryantown, in the Fifth Election District of Queen Anne's County, State of Maryland, on the right side of (but not immediately adjacent thereto) the public road leading from the Queenstown-Grasonville state road through said village of Bryantown to Bennett's Point, adjoining the property of T. Harris Smith and others and Lot No. 2 (hereinafter described), and more particularly described by metes and bounds, courses and distances, according to the said certificate of survey and plat thereof, made by William T. Henry, surveyor, on the 26th day of October, 1937, as follows, to wit: BEGINNING at the southwest corner where this land adjoins the Smith tract, and running with same North 25° 48' West, 379½ feet; thence with same tract North 62° 42' East, 458 feet to Lot No. 2; thence with same South 28° 18' East, 182 feet to the corner of the Blunt lot; thence in the same direction 181 feet by and with said Blunt lot and the Todd lot; and thence South 60° 42' West, 471 feet to the point of beginning, containing 3.96 acres of land, more or less.

And said Trustee, having received a bid for the property above described, that is to say, said Lot No. 1, of Two Hundred and Fifty Dollars ($250.00) from T. Harris Smith, of Queen Anne's County aforesaid, reserved the acceptance thereof pending the offering of said Lot No. 1 with Lot No. 2 as a whole.

Said Trustee then offered at public sale to the highest bidder the remaining part of the real estate decreed to be sold and described in said certificate of survey and plat thereof, so as aforesaid filed herewith as a part hereof, as Lot No. 2, that is to say:

ALL that lot or parcel of land situate, lying and being in the village of Bryantown, in the Fifth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from the Queenstown-Grasonville state road through said village of Bryantown to Bennett's Point, adjoining the property of Nora R. Blunt and others and Lot No. 1 (hereinbefore described), and more particularly described by metes and bounds, courses and distances, according to the said certificate of survey and plat thereof, so as aforesaid made by William T. Henry, surveyor, on the 26th day of October, 1937, as follows, to wit; BEGINNING at a point on the west side of the public road leading through Bryantown and opposite a ditch between this property and the Walters tract, and running with the said road South 33° 30' East, 187 feet to the Blunt lot; thence with same South 62° 12' West, 198 feet to Lot No. 1; thence with same North 28° 18' West, 182 feet to the Smith tract; thence North 62° 42' East, 180 feet to the point of beginning, containing 0.8 acres of land, more or less.

And said Trustee, having received a bid for the property last above described, that is to say, said Lot No. 2, of Five Hundred Dollars ($500.00) from the said T. Harris Smith, reserved the acceptance thereof pending the offering of said Lot No. 2 with said Lot No. 1 as a whole.

Said Trustee then offered at public sale to the highest bidder both of said lots hereinbefore described as Lot No. 1 and Lot No. 2 as a whole, and, receiving no bid therefor, accepted the separate bids of the said T. Harris Smith for each of said lots, which said separate bids aggregated the sum of Seven Hundred and Fifty Dollars ($750.00) for said Lots Nos. 1 and 2.

2. That the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), were as follows, to wit:

(a) That possession be given upon the final ratification of the sales by the Court;

(b) That all taxes of whatsoever kind and nature for the current year 1937, and prior thereto, would be payable by the Trustee.

(c) That the purchaser or purchasers would be required to insure the buildings on said lot No. 2 as of the day of sale to the extent of the full insurable value thereof for the protection of himself or themselves and of the Trustee pending the final ratification of the sale by the Court and the full payment of the purchase money; and

(d) That the cost of all title papers and other expenses incident to the transfer of the properties to the purchaser or purchasers, including revenue and recordation stamps and notary and recording fees, costs and charges, would be payable by the purchaser or purchasers.

3. That the said purchaser, who was not present at the sale, has not yet complied with the terms of sale but informed your Trustee prior to the day of sale that he would pay the entire purchase money in cash upon notice of the fact that he had become the purchaser. Said notice has been given by mail and your Trustee has every reason to believe that said purchase money will be paid in full by said purchaser immediately upon the receipt of said notice.

Respectfully submitted,

WM. R. HORNEY
Trustee.

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

I HEREBY CERTIFY that on this day of November, 1937, 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 aforegoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

WILLIAM H. CARTER
Clerk.

Filed November 24th, 1937.

DESCRIPTION OF PROPERTY
Filed Nov. 24, 1937.

Description of the George F. Jewell lots, located in Bryantown, Md.

Lot No. 1

Beginning at the southwest corner where this land adjoins the Smith tract and running with same N 25° 48' West 379½ ft., thence with same tract, N 62° 42' East 458 ft. to lot No. 2, thence with same S 28° 18' East 182 ft. to the corner of the Blunt lot, thence in the same direction 181 ft. between the Blunt and Todd lots on the East and the property of said George F. Jewell on the West side, thence S 60° 42' West 471 ft. to the point of beginning containing 3.96 acres of land more or less. Surveyed Oct. 26" 1937.

Wm. T. Henry, Surveyor.

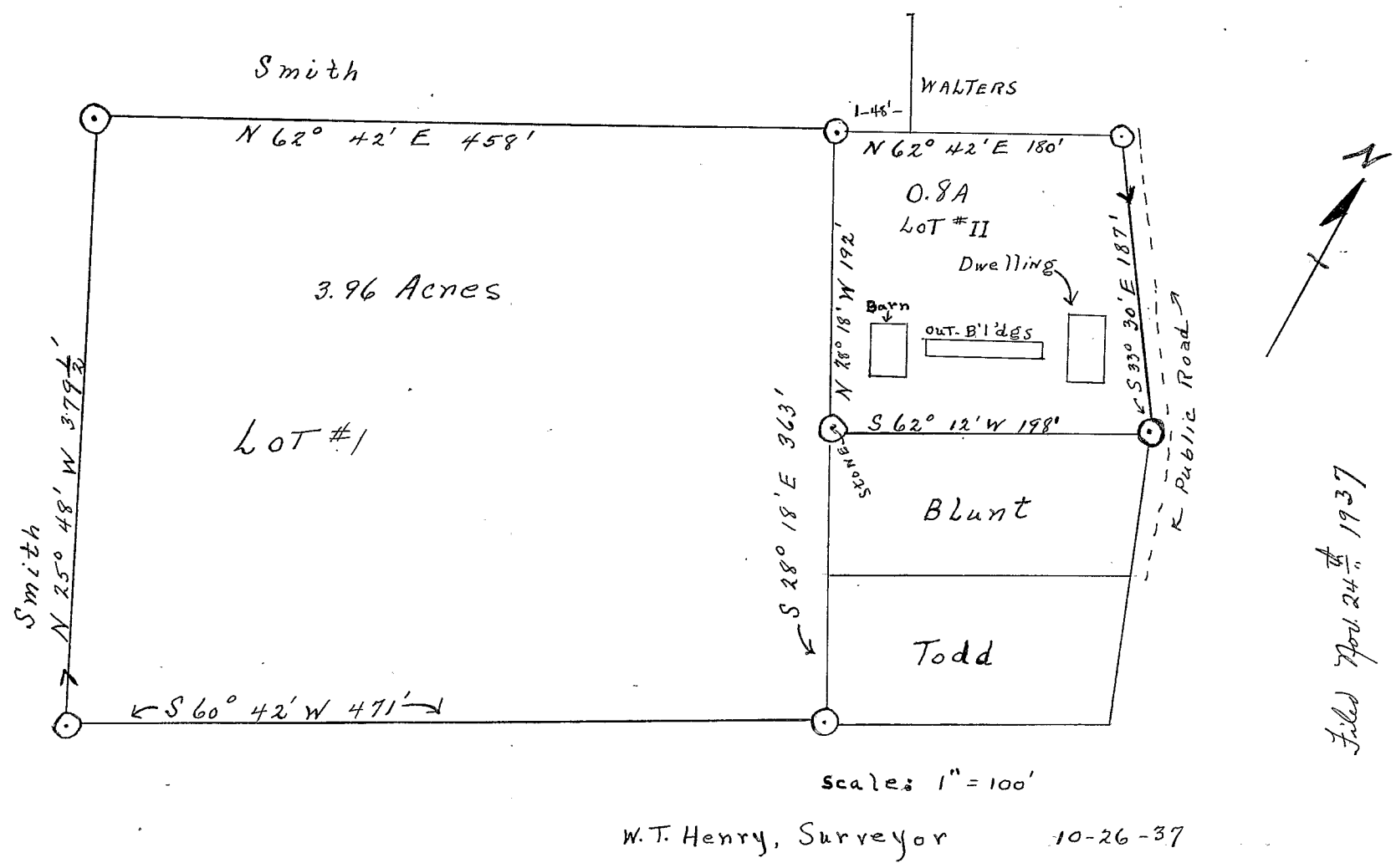
Lot No. 2

Beginning at a point on the West side of the public road leading through Bryantown and opposite a ditch between this property and the Walters tract and running with the said road S 33° 30' East 187 ft. to the Blunt lot, thence with same S 62° 12' West 198 ft. to lot No. 1, thence with same N 28° 18& West 182 ft. to the Smith tract, thence N 62° 42' East 180 ft. to the point of beginning containing 0.8 acres of land more or less. Surveyed Oct. 26" 1937.

Wm. T. Henry, Surveyor.

Filed Nov. 24th, 1937.

PLAT OF GEORGE JEWELL'S LAND
Filed Nov. 24, 1937.



CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Nov. 24, 1937.

TRUSTEE'S SALE
Of Valuable
REAL ESTATE.

The undersigned trustee, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 21st day of October, 1937, in the cause therein entitled "Frank C. Thomas, et al. vs. Jacob Jewell, Administrator, etc., et. al.", being Cause No. 3077, 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, NOVEMBER 23, 1937 commencing at 1:30, P. M., the following described real estate, to wit:

ALL those lots or parcels of land, which the late George F. Jewell died seized and possessed situate, lying and being in the village of Bryantown, in the Fifth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Queenstown through said village to Bennett's Point, containing, at the time of the first insertion of this advertisement, and unknown quantity of land. IMPROVEMENTS consist of a dwelling barn and other necessary outbuildings in good condition.

This property will be surveyed and divided in to two parcels before the day of sale. Each parcel will first be offered separately and then both as a whole. All of the buildings will be entirely on the lot adjacent to the public road. The survey and plat may be seen at the office of the trustee as soon as completed before the day of sale and at the place of sale on the day of sale.

TERMS OF SALE (as prescribed by decree): One-third cash, one third in six months and one-third in twelve months, 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. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY
Trustee.

J. Elmer Anthony, Auctioneer.

NOTICE TO CREDITORS

ORDERED, this 21st day of October, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of George F. Jewell, deceased, file their claims properly authenticated, with the Clerk of this Court, on or before the 28th day of January, 1938, or be excluded from participation in the distribution of the proceeds of the sale of the real estate above mentioned; provided a copy of this order be inserted in a newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 22nd day of November, 1937.

Filed October 21st, 1937.

THOS. J. KEATING.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Nov. 24 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale of Real Estate in the cause entitled Frank C. Thomas et. al. vs. Jacob Jewell, admr. being cause No. 3077 a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 28th day of October 1937, being more than three weeks before the 23d day of November 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed Nov. 24th, 1937.

N I S I

Frank C. Thomas, ET AL.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Jacob Jewell, Administrator, ETC., ET AL.	)	IN EQUITY.
	)	Chancery No. 3077.

ORDERED, This 24th. day of November A. D., 1937, that the sale of the Real Estate made and reported in this cause by Wm. R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th. day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th. day of December next.

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

WILLIAM H. CARTER Clerk.

Filed November 24th. 1937.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Jan. 28, 1938.

N I S I

FRANK C. THOMAS, ET. AL.
vs.
JACOB JEWELL, Administrator,
ETC., ET. AL.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3077.

ORDERED, This 24th day of November, A. D., 1937, that the sale of the Real Estate made and reported in this cause by Wm. R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of December next.

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

WILLIAM H. CARTER, Clerk.

True Copy-
Test: WILLIAM H. CARTER, Clerk.
Filed November 24th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 28 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Frank C. Thomas, et al vs. Jacob Jewell, Admr. etc., et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 25th day of Nov. 1937, being more than four weeks before the 27th day of Dec. 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Jan. 29th, 1938.

FRANK C. THOMAS, ET AL.,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
JACOB JEWELL, ADMINISTRATOR, ETC., ET AL.	)	Cause No. 3077.

FINAL ORDER OF RATIFICATION

ORDERED, this 29th day of January, 1938, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sales of the real estate made by William R. Horney, Trustee, and reported in this cause, 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 duly given as required by the preceding order nisi hereto 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 personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed Jan. 29th, 1938.

CERTIFICATE OF PUBLICATION OF
NOTICE TO CREDITORS
Filed Feb. 1, 1938.

TRUSTEE'S SALE
Of Valuable
REAL ESTATE

The undersigned trustee, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 21st day of October, 1937, in the cause therein entitled "Frank C. Thomas, et al. vs. Jacob Jewell, Administrator, etc., et. al." being Cause No. 3077, 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, NOVEMBER 23, 1937 commencing at 1:30 P. M., the following described real estate, to wit:

ALL those lots or parcels of land, which the late George F. Jewell died seized and possessed situate, lying and being in the village of Bryantown, in the Fifth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Queenstown through said village to Bennett's Point, containing, at the time of the first insertion of this advertisement, and unknown quantity of land. IMPROVEMENTS consist of a dwelling, barn and other necessary outbuildings in good condition.

This property will be surveyed and divided in to two parcels before the day of sale. Each parcel will first be offered separately and then both as a whole. All of the buildings will be entirely on the lot adjacent to the public road. The survey and plat may be seen at the office of the trustee as soon as completed before the day of sale and at the place of sale on the day of sale.

TERMS OF SALE (as prescribed by decree): One-third cash, one third in six months and one-third in twelve months, 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. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,
J. Elmer Anthony, Auctioneer, Trustee.

NOTICE TO CREDITORS

ORDERED, this 21st day of October, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of George F. Jewell, deceased, file their claims properly authenticated, with the Clerk of this Court, on or before the 28th day of January, 1938, or be excluded from participation in the distribution of the proceeds of the sale of the real estate above mentioned; provided, a copy of this order be inserted in a newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 22nd day of November, 1937.

filed October 21st, 1937.

THOS. J. KEATING.

QUEEN ANNE'S RECORD-OBSERVER

Centreville Md. January 31, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of Frank C. Thomas, et al. vs. Jacob Jewell, administrator etc. et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 28th day of October, 1937, being more than ninety days before the 28th day of January 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

REPORT AND ACCOUNT OF
THE AUDITOR
Filed Feb. 8, 1938

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

Frank C. Thomas, et al.,	(	
vs.	(	Cause No. 3077
Jacob Jewell, Administrator, etc., et al.	(	

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 and conducted for the sale of the real estate of which George F. Jewell, late of said county, deceased, died possessed of for the payment of his debts out of sales of the real estate for the reason that he did not leave personal property sufficient to pay the costs of administration of his personal estate and the debts due and owing by him at the time of his death.

That while the Bill of Complaint is in the nature of a bill against the administrator of George F. Jewell for an accounting of the personal estate and the administration thereof no accounting has been rendered by Jacob Jewell, the administrator defendant, unless the testimony given by him before the Examiner filed in this cause can be taken to be an accounting. According to the testimony the administrator in an accounting would be charged with the appraised value of the livestock and farming implements at $196.75
less the loss on the sale of the livestock and farming implements of. 72.50
leaving him charged with sales to the amount of $124.25
and he would be allowed for the following items,
(some paid and some not paid) to wit:

Amount paid appraisers	$ 4.00
Amount paid for advertising notice to creditors. .	3.75
Premiums on the bond of the administrator	20.00
Costs of sale of personal property	12.00

Taxes on the real estate for year 1934.	8.95	
Costs of Register of Wills	33.85	
"For a claim against the estate	12.20"	
Commissions on $124.25 above mentioned.	12.43	
Commissions on appraised value of household goods	4.15	
Total.	$111.33	111.33
Cash left in hands of administrator		$ 12.92
to which should be added the appraised value of goods and chattels . . .		41.50
		$ 54.42

Then the administrator should be credited with the appraised value of the household goods as it appears he delivered the same to the legatee entitled thereto under the will . . . . . $ 41.50

Leaving due by the administrator to the estate . . . . . $ 12.92

The auditor is not passing upon the correctness of the allowances claimed by the administrator in his testimony for no vouchers or receipts have been filed by the administrator and he makes no allowances for the bond premium the administrator states in his testimony was about to fall due for obvious reasons. Administration was granted to the administrator July 24, 1934. The administrator c. t. a. has rendered no account of his administration to the Orphans' Court of Queen Anne's County.

The auditor inquired of the Clerk of the Court as to what claims had been filed under the notice given in this cause to the creditors of George F. Jewell to file their claims and was informed that no claims had been filed and none appear on the Claim Docket, so that the only claims against the said George F. Jewell are as follows:
The claim of F. C. Thomas & Son filed as Exhibit A with the Bill of Complaint, and
The claim of Dr. Charles E. Snyder filed as Exhibit B. with the Bill of Complaint.

As will appear from examination of the will of George F. Jewell (see Exhibit C Filed in this cause) he devised all his real estate, all his household goods and his livestock and farming implements to his daughter, Marcie Pauline Jwell, the defendant, subject to a direction in the will of the sale of enough of the property to cover his debts and to apy to each one of his "next ten children the sum of one dollar each". The names of these ten children appear from the amended Bill and the testimony.

In the within account which the auditor has stated he has charged William R. Horney, the trustee of the cause, with the gross sale of the property made and reported by him and then the auditor has thereout allowed the following items to the following persons:
Unto the trustee his commissions per rule of court, the court costs of this cause, state and county taxes paid by him, the costs of his bond, the charges of his auctioneer for selling the land, the costs of advertising notices of the sale and the several orders nisi of this cause, the cost of a survey of the land sold, the costs of recording certain proceedings of a prior sale of the property sold unrecorded and which should be recorded to complete the chain of title, and the fee of the auditor.
Unto F. C. Thomas & Son the amount of his claim for the funeral expenses of George F. Jewell (Exhibit A) and interest thereon from the time of the death of George F. Jewell to the day of the sale.
Unto Dr. Charles E. Snyder the amount of his claim against George F. Jewell (see Exhibit B) with interest thereon from the date of the death of George F. Jewell to the day of the sale of this cause.
Unto Marcie Pauline Jewell, to whom the real estate sold in this cause and all personal property of the testator is given by his will subject to the payment of a legacy to the ten children above named of one dollar, is given the balance of the gross sales remaining after deductions thereout of all the allowances mentioned above.

The administrator c. t. a. sold, according to this testimony, the livestock and farming implements of the testator and after the payment thereout of the items mentioned above has yet in his hands the sum of $12.92. He paid neither the funeral expenses nor the Doctor's bill, two debts of the testator. It appears to the auditor that under the will it is the duty of the administrator c. t. a., Jacob Jewell, to pay out of the money which he has in hand all the legacies of one dollar each given to the children of George F. Jewell as his next children, and these legatees should look to him for the payment of these legacies. It seems far less complicated to adopt the method of this audit than to deduct from the claims of the creditors above mentioned the personal property yet in the hands of the administrator and then to allow the creditors the balance of the claim and then to allow the legacies to the ten children. The residuary legatee and devisee is as well off by this plan as she would be by the other plan, for if the money in the hands of the administrator is applied to the debts then the ten children given one dollar each would be entitled to come in this audit. The sales of the livestock and farming implements now in the hands of the administrator appears to be the primary fund for the payment of these legacies.

Which is respectfully submitted.

MADISON BROWN
Auditor.

February 7, 1938.

Cause No. 3077.

The proceeds of the sale of the real estate of George F. Jewell, deceased, in account with William R. Horney, the trustee appointed by the decree of this cause to sell said real estate.

	Dr.	Cr.
By amounts brought forward	$238.47	$750.00

DR.

To William R. Horney, trustee, for costs of advertising the order nisi to be passed as to this audit, the sum of		3.50	
To do., for the charges of W. T. Henry for making survey of the land sold at request of the trustee, per account for same exhibited, the sum of		15.00	
To do., for the charges of Norman S. Dudley, Register of Wills, for recording at the request of Wm. R. Horney, trustee, the unrecorded proceedings in Orphans' Court of said county in case of Butler-vs- Adams wherein the land sold in this cause was sold under decree of Orphans' Court in Chancery #25, the recording being necessary to complete the title of the land sold by the trustee of this cause #3077, per bill for same exhibited, the sum of		15.00	
To Madison Brown, auditor, for stating this account, the sum of		9.00	
		$280.97	
To balance, ...		469.03	
		$750.00	$750.00

February 7, 1938.

MADISON BROWN
Auditor.

Cause No. 3077.

The proceeds of the sale of the real estate of George F. Jewell, deceased, in account with William R. Horney, the trustee appointed by the decree of this cause to sell said real estate.

CR.

By balance brought forward, to wit: $469.03

DR.

Distribution among Creditors
of
GEORGE F. JEWELL

1-	To F. C. Thomas & Son, funeral directors for their claim filed in this cause against land solf for funeral expenses of George F. Jewell, per claim filed, ...	$144.00		
	and for interest thereon from March 20, 1934 to date of sale of this cause, ...	31.75		
	total distributed to this creditor	$175.75	$175.00	
2-	To Dr. Charles E. Snyder, for his claim filed in this cause against land sold for medical attention rendered George F. Jewell, per claim filed	69.75		
	and for interest thereon from March 20, 1934 to date of sale of this cause	15.40		
	total distributed to this creditor	$ 85.15	85.15	
			$260.90	
	To balance carried below		208.13	
			$469.03	$469.03

CR.

By balance brought down $208.13

DR.

To Marcie Pauline Jewell, to whom the real estate described as sold in this cause was devised by the will of George F. Jewell, this balance of the sales of said real estate now remaining, to wit: the sum of $208.13

February 7, 1938.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Frank C. Thomas, et. al.,	) IN THE CIRCUIT COURT
VS.	) FOR QUEEN ANNE'S COUNTY
Jacob Jewell, administrator etc., et al.	) IN EQUITY
	) CASE No. 3077.

ORDERED, This Eighth day of February in the year nineteen hundred and thirty eight, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Fourth day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the twenty-fifth day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed February 8, 1938.

CERTIFICATE OF PUBLICATION
OF AUDIT NISI
Filed March 5, 1938.

NISI RATIFICATION OF AUDIT

FRANK C. THOMAS, et. al.,
vs.
JACOB JEWELL, Administrator
etc., et. al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3077.

ORDERED, This eighth day of February in the year nineteen hundred and thirty-eight that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the fourth day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the twenty-fifth day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk
Filed February 8, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 5, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Frank C. Thomas, et al vs. Jacob Jewell, admr. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed andpublished at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 10th day of February, 1938, being more than two weeks before the 25th day of February 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

CERTIFICATE OF PAYMENT OF COSTS
Filed March 5, 1938.

Clerk's Certificate

Thomas and Snyder	In the Circuit Court for Queen Anne's County, in Equity.
vs.	
Jacob Jewell	Chy. No. 3077.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 8th day of February, 193_, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 5th day of March 1938.

Seal's Place.

Wm. H. Carter Clerk.

Continued on Page 607

Ola D. Moore et al)
vs.)
Elsie D. Draper et al.)

Chancery No. 2734.

Brought forward from Page 79.

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.

J. OWEN KNOTTS

Filed August 16th, 1935.

PETITION FOR SUBSTITUTION OF PURCHASER
Filed September 3, 1935.

Ola D. Morre and others
vs.
Elsie D. Draper and others.

In the Circuit Court for Queen Anne's County, in Equity.
No. 2734.

To the Honorable, the Judges of said Court:

The petition of Carl H. Morris to your Honors respectfully sets forth:-

That as will appear by reference to the report of sale filed in the above entitled cause on the 4th. day of June, 1935, S. Lawrence Morris, of said County, became the purchaser of the property described in said report of sale at the sale mentioned in said report, at and for the sum of six thousand, five hundred and fifty dollars ($6,550.00).

That since said sale the said S. Lawrence Morris has sold unto your petitioner the property so bought by him, and all the right, title, interest in, to and of said property acquired by him under the sale mentioned in said report of sale, and said sale has been ratified by this Court.

That said sale by the said S. Lawrence Morris unto your petitioner was made with the understanding and agreement that your petitioner should be substituted in the proceedings of this cause as purchaser of the property described in said report of sale in the place and stead of the said S. Lawrence Morris, and with the further understanding that your petitioner would pay the full amount of the balance of the purchase money named in said report of sale, together with interest, unto H. B. W. Mitchell and Edwin H. Brown, Jr., the Trustees making the sale so reported unto this court, in the place and stead of the said S. Lawrence Morris, the trustees making said sale are to retain the amount, to wit: Two thousand, one hundred and eighty three dollars and thirty four cents ($2,183.34), heretofore paid on account of the purchase money for said property, as will appear from said report of sale, your petitioner having made settlement with said S. Lawrence Morris therefor.

That your Petitioner is willing to become the purchaser of said property mentioned in the proceedings of this cause in the place and stead of the said S. Lawrence Morris, and to pay the balance of the purchase money therefor and to comply with the terms of the sale of said property in the place and stead of the said S. Lawrence Morris, and if financially able to pay the balance of the purchase money for said property, together with interest, and comply with said terms of sale.

Your petitioner therefore prays your Honors to pass an order substituting him in the proceedings of this cause the purchaser of the property described in said report of sale in the place and stead of the said S. Lawrence Morris, and authorizing, empowering and directing the said H. B. W. Mitchell and Edwin H. Brown, Jr., the Trustees of said cause, upon the full payment of the balance of the purchase money for said property, together with interest, unto them, to grant and convey by good and sufficient deed, to be acknowledged agreeably to law, unto your petitioner, his heirs and assigns, the property sold as aforesaid unto the said S. Lawrence Morris, in the same manner and as fully and effectually as if your petitioner had been the original purchaser of said property instead of the said S. Lawrence Morris.

Respectfully submitted.

CARL H. MORRIS

To the Honorable, the Judges of said Court:

I, S. Lawrence Morris, the undersigned, having read the

aforegoing petition, to admit that the matters and things therein set forth are true, and I do hereby agree that the Court shall pass an order substituting the said Carl H. Morris the purchaser of the property mentioned in the above petition in my place and stead, and otherwise granting the prayer of said petition.

Respectfully submitted

S. LAWRENCE MORRIS

To the Honorable, the Judges of said Court:

We, H. B. W. Mitchell and Edwin H. Brown, Jr., Trustees of the aforesaid cause, and who as such Trustees sold the real estate as set forth in the aforegoing petition unto S. Lawrence Morris, purchaser named in the report of sale filed in said cause, do hereby consent that Carl H. Morris, the petitioner filing the above petition, shall be substituted as the purchaser of said real estate in the place and stead of the said S. Lawrence Morris and that the Court shall pass an order granting the prayer of said petition.

H. B. W. MITCHELL

EDWIN H. BROWN JR.
Trustees.

ORDER OF COURT
Filed Sept. 9, 1935.

ORDERED, this 7th day of September 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, upon the aforegoing petition of Carl H. Morris, and the consent thereto of S. Lawrence Morris, and H. B. W. Mitchell and Edwin H. Brown, Jr., Trustees, that Carl H. Morris be, and he is hereby, substituted as purchaser of the real estate under the decree of the cause mentioned in the aforegoing petition in the place and stead of S. Lawrence Morris, and the said H. B. W. Mitchell and Edwin H. Brown, Jr., Trustees, be, and they are hereby, authorized, empowered and directed, after the full payment of the purchase money named in said report of sale, or the balance thereof remaining unpaid, by the said Carl H. Morris, to grant and convey by good and sufficient deed to be acknowledged according to law, the said real estate, and all the right, title, interest and estate therein of the parties to said cause, unto the said Carl H. Morris, his heirs and assigns, in the same manner and as fully and effectually as if the said Carl H. Morris had been the purchaser of said real estate at the sale mentioned in said report of sale instead of the said S. Lawrence Morris.

J. OWEN KNOTTS

Filed Sept. 9th, 1935.

PETITION
Filed Feb. 5, 1936

Olla D. Moore		IN THE CIRCUIT COURT
vs		FOR
Elsie D. Draper et al		QUEEN ANNE'S COUNTY, in Equity.

To the Honorable, the Judges of said Court:

The petition of Elsie D. Draper and Harry P. Draper respectfully shows unto your Honors:

That your petitioner Elsie D. Draper was the owner of the life estate in the real estate sold in this cause.

That she procured her husband, Harry P. Draper, to act as her agent in renting the said real estate or farm to various tenants from time to time.

That during the year 1934 and 1935, while renting this land on a crop share basis, your Petitioner, Elsie D. Draper, furnished the landlord's share of certain seeds, to-wit:

50 bu. of seed wheat at a cost of- - - - - - -	$45.00
Grass seed at a cost of - - - - - - - - - - - - -	14.50
20 bu. soy bean seed at a cost of - - - - - - -	20.00
Tomato seed at a cost of - - - - - - - - - - - -	3.37
	$82.87

That the aforesaid seeds were furnished by your petitioner in order to keep the farm rented and with the belief that she would be entitled to the crops grown therefrom.

That however the said farm was sold and the crops were sold by the trustees therewith.

That your Petitioner feels that she should be reimbursed out of the proceeds of sale for the money so as aforesaid expended by her in having crops grown on the farm which crops passed to the purchaser of the farm.

Wherefore your Petitioner prays your Honors to pass an order authorizing and directing the Auditor, in stating an audit of the proceeds of sale in this cause, to allow unto your Petitione_ Elsie D. Draper, the sum of Eighty-two dollars and eighty-seven cents for the seed furnished as aforesaid.

Respectfully submitted,

ELSIE D. DRAPER

H. P. DRAPER
PETITIONERS

Sworn to before me, this 3d day of February 1936.

BERTHA G. DURNEY
Clerk of the Circuit Court
for Queen Anne's County.
Notary Public.

Filed February 5th, 1936.

Notary
Public
Seal.

ORDER OF COURT
Filed Feb. 10, 1936.

Order of Court

Upon the aforegoing petition of Elsie D. Draper and Harry P. Draper it is by the Circuit Court for Queen Anne's County, in equity, this sixth day of February, nineteen hundred and thirty-six, ordered that the auditor of this Court, in stating an audit of proceeds of sale in this cause be, and he is hereby authorized and directed to allow unto said Elsie D. Draper a sum of Eighty-two dollars and eighty-seven cents ($82.87) in payment of the expenses for deed set forth in the aforegoing petition; unless cause to the contrary thereof be shown by the trustees within five days from service upon them of a certified copy of this order and of the aforegoing petition, or after admission of service by them. The allowance is order in view of the delay incident to the inability of the trustees to procure a satisfactory price and purchaser for the farm and hence the necessity for making the expenditures as stated in the petition. The allowance is subject to the usual exceptions.

THOS. J. KEATING

Filed february 10th, 1936.

ADMISSION OF SERVICE
Filed Feb. 10, 1936.

We, the trustees in the above cause, admit service of the above petition and order thereon, and waive the five days notice.

H. B. W. MITCHELL
EDWIN H. BROWN, JR.
Trustees

Filed Feb. 10, 1936.

REPORT OF ACCOUNT OF THE AUDITOR
Filed February 22, 1936.

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

Ola D. Moore, et al.,
Plaintiffs.

vs.

Elsie D. Draper, et al.,
Defendants.

Cause No. 2734.

To the Honorable, the Judges of said Court:

I, Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

I have stated the within account at the request of the trustees of this cause and in order that the net proceeds of the sale made by them may be ascertained for the future direction of this Court in regard thereto.

I have examined the proceeds of the cause and it appears that the life estate given by the testator, mentioned in the proceedings of the cause in the land sold, unto Franklin W. Draper is now vested for the life of said Franklin W. Draper in Elsie D. Draper, a party to the suit; see paragraphs 8 and 10 of the Bill of Complaint and Exhibit H filed with the Bill of Complaint.

In the within account I have charged the trustees with the gross sale made by them and then thereout allowed as follows: Unto the trustees their commissions for making the sale, the court costs of the sale, taxes on the land sold paid by them, cost of advertising notice of sale and the several orders nisi of the cause, cost of their bond and auctioneer's fee; Unto the auditor his fee for stating the account. Unot Elsie D. Draper the cost of seed furnished by her for the cultivation of the farm per order of court to make this allowance. The balance of the sale remaining after the allowances forms the net sale and is the amount in which said Elsie D. Draper has an estate for the life of Franklin W. Draper.

Which is respectfully submitted.

MADISON BROWN
Auditor.

February 22, 1936.

Cause No. 2734.

The proceeds of the sale of the real estate of Ola D. Moore and others, in account with H. B. W. Mitchell and Edwin H. Brown, Jr., trustees appointed by the decree passed in this cause to sell said real estate.

1935 June 4	CR.		
	By amount of the gross sale of said real estate sold this date, per report of the trustees filed the same date, to wit:		$6,550.00
	DR.		
	To H. B. W. Mitchell and Edwin H. Brown, jr., trustees, for their commissions for making the sale per decree and rule of court, to wit: the sum of	$307.00	
	To do., for the Court costs of this cause per bill of costs made by the Clerk of the Court as follows, to wit:		
	Costs of W. H. Carter, clerk, . . $121.31		
	Appear. fee of Plaintiffs' Solicitors 10.00		
	Defendants' Solicitors 10.00		
	Costs of Sheriff of Baltimore City 3.05		
	Sheriff of Talbot County-Faulkner 90		
	Sheriff of Queen Anne's Co.-Whitely . 6.00		
	Costs of Register of Wills , ... 2.50		
	Costs of Special Examiner 12.00		
	Fee of witness before Examiner 75		
	Stenographer of Examiner 2.00		
	Total court costs $168.50	168.50	
	To do., for the charges of J. E. Anthony, auctioneer, for crying sale of the land sold, per account for same exhibited	35.00	
	To do., for the cost of advertising two notices of sales of said real estate, per account of Centreville Observer Publishing Company with receipt thereon exhibited, to wit:	48.33	
	To do., for the cost of advertising in The Queen Anne's Record the order nisi on the sale made per receipted account for same exhibited, to wit:	3.75	
	Amounts carried forward	$562.58	$6,550.00

Cause No. 2734.

The proceeds of the sale of the real estate of Ola D. Moore and others, in account with H. B. W. Mitchell and Edwin H. Brown, jr., trustees, appointed by the decree passed in this cause to sell said real estate.

	DR.	CR.
By amounts brought forward /	$562.58	$6,550.00

DR.

To H. B. W. Mitchell and Edwin H. Brown, Jr., trustees, for cost of their bond with corporate surety thereon filed in this cause, paid said surety per account for same with receipt thereon exhibited, the sum of	40.00	
To do., for the amount due Edwin H. Brown, jr., assignee of The Centreville Record, for the cost of advertising in The Centreville Record the order of publication passed in this cause as per account for same exhibited, to wit: the sum of	120.60	
To do., for state and county taxes on the real estate sold, paid by them to use of the State and Queen Anne's County, for 1930, inclusive of interest . . . $168.85; for 1931, inclusive of interest . . . 186.50; for 1932, inclusive of interest . . . 151.03; for 1933, inclusive of interest . . . 99.99; for 1934, inclusive of interest . . . 83.68; per four separate tax accounts all receipted, exhibited.	690.05	
To do., for the cost of advertising the order nisi to be passed as to this report and account, the sum of	3.50	
To Madison Brown, the auditor, for stating this account, the sum of	9.00	
Amounts carried forward	$1,425.73	$6,550.00

Cause No. 2734.

The proceeds of the sale of the real estate of Ola D. Moore and others, in account with H. B. W. Mitchell and Edwin H. Brown, jr., trustees appointed by the decree passed in this cause to sell said real estate.

	DR.	CR.
By amounts brought forward	$1,425.73	$6,550.00

DR.

To Elsie D. Draper, for wheat seed, grass seed, soy bean seed and tomato seed furnished for production of crop sold by the trustees with the farm, directed to be allowed herein by order of Court passed herein February 6, 1936, to wit: the sum of	82.87	
	$1,508.60	
To balance, net sale, carried below	5,041.40	
	$6,550.00	$6,550.00

CR.

1935 June 4	By net proceeds of the sale, being the amount brought down, to remain subject to the future order of the Court	$5,041.40

February 22, 1936.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Ola D. Moore, et. al., Plaintiffs	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Elsie D. Draper, et al., Defendants.	)	IN EQUITY CASE NO. 2734.

ORDERED, This 22nd day of February in the year nineteen hundred and 36 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 March, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed Feb. 22nd, 1936.

EXCEPTIONS TO AUDITOR'S
REPORT
Filed March 7, 1936.

OLA D. MOORE, ET AL., vs. ELSIE D. DRAPER, ET AL.	)	In the Circuit Court for Queen Anne's County in Equity Cause No. 2734.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ola D. Moore, one of the interested parties in the above entitled cause, hereby respectfully excepts to the ratification of the Report and Account of the Auditor filed in this cause on the 22nd day of February, 1936, as to the allowance of the sum of $82.87 to Elsie D. Draper, for certain seeds, allowed by this Court but subject to exception by its order passed on the 6th day of February, 6th, 1936, for the following reason:

Because the said Elsie D. Draper, who is the owner of the life estate in the tract of land or farm sold in this proceeding, having collected the rents from said farm, should have paid the taxes, Therefore, the said sum of $82,87, if allowed at all, should be credited to the allowance for said taxes in said audit.

Respectfully submitted,

OLA D. MOORE

Brought forward from Page 600.

FINAL ORDER OF COURT
Filed March 17, 1938.

FINAL RATIFICATION OF AUDIT

FRANK C. THOMAS, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
JACOB JEWELL, Administrator,	)	
etc., ET AL.	)	Cause No. 3077.

ORDERED, this 17th day of March, 1938, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and 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 Nisi Ratification of Audit passed thereon 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.

THOS. J. KEATING

Filed March 17th, 1938.