

CAUSE No. 3193.

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

MADISON BROWN, Assignee of the FEDERAL FARM MORTGAGE CORPORATION,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY,
v.	:	MARYLAND.
FRANK T. FAULKNER, JR. and CARMON R. FAULKNER, his wife.	:	SITTING IN EQUITY
	:	NO. CHANCERY

Mr. Clerk:

Please docket suit in the above entitled cause, file mortgage and assignment Exhibits "A" and "B" and enter appearance of Thomas M. Harrington and Madison Brown, as Solicitors for the Assignee

The Exhibit "A" is certified copy of mortgage from Frank T. Faulkner, Jr. and Carmon R. Faulkner his wife, to Land Bank Commissioner dated July 14, 1934 and recorded in Liber B. H. T. No. 18, fol. 117, Exhibit "B" is a certified copy of the assignment of said mortgage by Federal Farm Mortgage Corporation to Madison Brown dated Dec. 12, 1938 filed with you.

THOMAS M. HARRINGTON
MADISON BROWN
Solicitors for Assignee

December 14, 1938

Filed December 23rd, 1938.

EXHIBIT A
CERTIFIED COPY OF MORTGAGE
Filed Dec. 23, 1938.

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#16,675. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Thirtieth day of July, 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 FOURTEENTH day of JULY in the year nineteen hundred and THIRTY FOUR, by and between FRANK T. FAULKNER, JR., and CARMON R. FAULKNER, his wife 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 \$1600.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated JULY 2, 1934 for said principal sum of \$1600.00, 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 JANUARY and JULY in each year, said principal sum being payable on an amortization plan

and in FIFTY NINE equal successive semi-annual instalments of \$26.66 each, the first such instalment being payable on the FIRST day of JANUARY, 1938, and the remaining instalment of \$27.06 payable on each succeeding interest payment date and a final instalment of \$27.06 payable on the FIRST day of JULY, 1967, 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 that lot, tract, part of a tract of land situate, lying and being in the Third Election, of Queen Anne's County, in the State of Maryland, on the right side of the public road known as the Manor Road leading from Centreville to Starr, and described as follows:

BEGINNING in the middle of the above named public road opposite a stone on the line between the land hereby conveyed and the Montague land and running with the Montague land and running with the Montague land South 47 degrees 30' W. 79.3 perches to a stone on the line of the Protestant Episcopal Church of Kent Island; thence with the line of said Church property North 58 degrees 30 minutes West, 31.75 perches to a large stone, which is marked; thence South 75 degrees 30 minutes West, 42 perches; thence North 41 degrees West, 22.65 perches thence North 47 degrees 30 minutes East, 121.6 perches to the middle of aforesaid public road opposite a stone on the edge of said road; thence with the middle of said public road South 44 degrees 45 minutes East, 73 perches to the place of beginning, containing 46 acres of land, more or less.

Being the same land which was conveyed to said Frank T. Faulkner, Jr. by deed from Risdon S. Dulin, Jr. and wife, dated September 7, 1920, and recorded among the land records of said county in Liber JFR No. 5, page 245.

Together with the buildings and improvements thereon and all therights, 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-----dated the---day of ---, 19---, in favor of----- and on this day owned by-----and recorded among the Land Records of-----County, Maryland, in Liber No.-----, Folio-----, which said ----- is a lien on the property hereby conveyed or the following described portion thereof, to wit:

NO PRIOR LIEN

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 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; 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 or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause 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 Commissioners, such policy, or policies, and will pay promptly when due all premiums or assessments under 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 indebtedness 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 amounts 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 not 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, or 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 for, 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 hands and seals of the said Mortgagors.

FRANK T. FAULKNER JR. (SEAL)

TESTE:

CARMON R. FAULKNER (SEAL)

FRANCES BUTLER

STATE OF MARYLAND,

QUEEN ANNE'S County, to wit:

I hereby certify that on this 30th day of July, in the year one thousand nine hundred and THIRTY FOUR, before me, subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared FRANK T. FAULKNER, JR., and CARMON R. FAULKNER, his wife and acknowledged the foregoing mortgage to be their act; and that at the same time appeared MADISON BROWN 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.

FRANCES BUTLER
Notary Public.

Notary
Public
Seal.

My Commission expires May 6, 1935.

Assignment for foreclosure and collection recorded in Liber W. H. C. No. 7A, folio 471, a Land Record Book for Queen Anne's County.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 18, folios 117, 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 December, in the year nineteen hundred and thirty eight.

A. SYDNEY GADD JR. Clerk

Seal's Place.

EXHIBIT B
Certified Copy of Assignment
Filed Dec. 23, 1938.

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#19,209. 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-third day of December, in the year nineteen hundred and thirty eight, the following Deed of Assignment was brought to be recorded, to wit:-

THIS ASSIGNMENT OF MORTGAGE, made this 12th day of December, 1938, 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 July 14, 1934 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 18, Folio 117, Frank T. Faulkner, Jr. and Carmon R. Faulkner, his wife, 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 that certain tract of land situate in the Third Election District, County and State aforesaid, containing 46 acres, more or less, to secure the payment of a debt for the sum of \$1600.00.

WHEREAS, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the provisions of the Emergency Farm Mortgage Act of 1933, as amended, (U.S.C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of A. S. Goss, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

WHEREAS, the said Frank T. Faulkner, Jr. and Carmon R. Faulkner, his wife, have defaulted under the terms and conditions of the said mortgage, and the said 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 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 Frank T. Faulkner, Jr. and Carmon R. Faulkner, his wife, 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.

FEDERAL FARM MORTGAGE CORPORATION,
a body corporate,

By: Luther E. Rogers
Vice President.

Corporate Seal.

ATTEST:

L. R. RITCHIE
Assistant Secretary.

STATE OF MARYLAND
 SS
 CITY OF BALTIMORE

I hereby certify that on this 12th day of December 1938, 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 foregoing 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 foregoing is truly taken and copied from Liber W. H. C. No. 7A, folios 471, 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 23rd day of December, in the year nineteen hundred and thirty eight.

A. SYDNEY GADD JR. Clerk

Seal's
 Place.

STATEMENT OF MORTGAGE CLAIM
 Filed Feb. 6, 1939.

MADISON BROWN, Assignee of the
 FEDERAL FARM MORTGAGE CORPORATION,

vs.

FRANK T. FAULKNER, JR. and
 CARMON R. FAULKNER, his wife.

: IN THE CIRCUIT COURT FOR
 : QUEEN ANNE'S COUNTY,
 : MARYLAND.
 : SITTING IN EQUITY
 : NO. 3193 CHANCERY

STATEMENT OF MORTGAGE CLAIM of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned by it and executed by Frank T. Faulkner, Jr. and Carmon R. Faulkner, his wife, dated July 14, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 18, folio 117:

	<u>Principal</u>	<u>Interest</u>
Unpaid balance as of 4/16/37	\$ 1600.00	
Interest at 4% to 8/18/38		\$ 85.87
Taxes paid 5/13/38	38.92	
Interest at 5% to 8/18/38 .....		.39
Taxes paid 5/20/38	3.00	
Interest at 5% to 8/18/38 .....		.04
Total principal items as of 8/19/38	\$ 1631.92	
Interest on \$1631.92 at 5% to 2/14/39		39.88
Insurance paid 10/30/38	7.18	
Interest at 5% to 2/14/39 .....		.10
Total principal items as of 2/14/39	\$ 1639.10	
Total interest items as of 2/14/39		\$ 126.28
Plus total principal items as of 2/14/39		<u>1639.10</u>
Total debt as of 2/14/39		\$1765.38

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:

I hereby certify that on this _____ day of February, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of The Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-fact of said Federal Farm Mortgage Corporation under Power of Attorney dated June 28, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber No. folio, and made oath in due form of law that the aforesaid 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, other than above noted.

AS WITNESS, my hand and Notarial Seal the day and year first above written.

NELLIE EISINGER
Notary Public

Notary
Public
Seal.

My commission expires May 1, 1939.

Filed Feb. 6, 1939.

CERTIFIED COPY OF BOND
Filed Feb. 10, 1939.

Queen Anne's County, to wit: Be it remembered that on the tenth day of February, nineteen hundred and thirty nine 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 trustees, are held and firmly bound unto the State of Maryland in the full sum of fifteen hundred dollars, lawful money of the United States of America 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 every of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this ninth day of February in the year nineteen hundred and thirty nine.

WHEREAS by a mortgage dated the 14th day of July, 1934, and duly recorded among the land record books of Queen Anne's County aforesaid in Liber B. H. T. No. 18, folio 118 Frank T. Faulkner granted and conveyed certain land in said mortgage described unto the Land Bank Commissioner to secure the payment of the debt of \$1600.00 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 of the United States of America known as Emergency Farm Mortgage Act of 1933 as amended (U.S.C. Title 12, Section 1016-1019) the said mortgage and note were transferred to the Federal Farm Mortgage Corporation.

WHEREAS the said mortgage contains a power of sale of the real estate conveyed by said mortgage to be exercised by the said mortgagee and/or by its assigns in case the said Frank T. Faulkner should commit default in the terms and conditions of said mortgage.

WHEREAS the said Frank T. Faulkner 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 payment of said instalment, which are now over due and unpaid, as well as by reason of other defaults in said mortgage made by him, and the said Federal Farm Mortgage Corporation, assignee, has 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 purpose of foreclosure and collection.

WHEREAS the said Madison Brown as such assignee is about to sell the mortgaged property under said power of sale because of the defaults mentioned.

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.

Signed, sealed and delivered in the presence of:
Frances Butler

Madison Brown (SEAL)
AMERICAN SURETY COMPANY OF NEW YORK,
by Madison Brown
Its Attorney in fact.
Corp.
Seal's
Place.

And on the back of the foregoing bond was thus endorsed, to wit
Security approved and bond filed this tenth day of February, 1939.
A. Sydney Gadd Jr. Clerk.

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

I Hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 109 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 tenth day of February, in the year nineteen hundred and thirty nine.

A. Sydney Gadd Jr. Clerk

Seal's
Place

REPORT OF SALE
Filed Feb. 15, 1939.

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

Madison Brown, Assignee of the
Federal Farm Mortgage Corporation,
vs.
Frank T. Faulkner, Jr., and
Carmon R. Faulkner, his wife.

{
{ Cause No. 3193.
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To the Honorable, the Judges of said Court:

The report of Madison Brown, assignee, plaintiff named in the above mentioned case who hereinafter will call himself "vendor", unto your Honors respectfully sets forth:-

That as will appear by reference to the proceedings heretofore had in the above cause Frank T. Faulkner, junior, and Carmon R. Faulkner by a mortgage dated July 14, 1934 conveyed the lands in said mortgage described unto the Land Bank Commissioner to secure the payment of the debt herein specified; that this mortgage was duly recorded in Liber B. H. T. No. 16, a land record book of said county, on folio 117.

That as will further appear from the proceedings of said cause this mortgage became duly assigned by assignments duly recorded unto the Federal Farm Mortgage Corporation and that the said Federal Farm Mortgage Corporation by assignment duly made and recorded assigned said mortgage unto the said vendor for the purpose of foreclosure and collection, the assignment to the said Madison Brown has been duly recorded and a copy thereof filed in the above cause from which it will appear that default prior to the assignment had occurred in the covenants of said mortgage.

That as will appear by reference to the mortgage mentioned, a copy of which has been filed in these proceedings, the mortgage contains a power of sale of the land conveyed thereby to be exercised by the mortgagee or any assignee of said mortgagee after default in the terms of the mortgage.

That prior to the day of the sale hereinafter mentioned this vendor gave more than twenty days notice of the sale hereinafter described by advertisement of the notice of the sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County aforesaid; as will appear by reference to a copy of the said advertisement of sale bearing the certificate as to publication of the Queen Anne's Record and Observer Publishing Company, the publishers of said newspaper, which is attached to this report as part of the same.

That prior to the day of sale hereinafter mentioned your vendor filed with the Clerk of this Court a bond to the State of Maryland executed by himself and the American Surety Company of New York, a corporation, in the penal sum of fifteen hundred dollars containing the condition required by the law of Maryland relative to the foreclosure of the mortgage above mentioned; this bond was duly approved by the Clerk of said Court and filed by him. A copy of this bond has been filed in these proceedings.

That pursuant to said notice of sale this vendor did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland on Tuesday, February 14, 1939 at 2 o'clock, p. m. and offered at public sale to the highest bidder, on the terms of sale named in the advertisement of sale, all that farm containing 46 acres, more or less, situate in the Third Election District of Queen Anne's County on the right side of the public road known as "The Manor Road" leading from Centreville to Starr, the same being all and the same land conveyed by the makers of said mortgage by the mortgage above mentioned and in execution of the power of sale vested in him as the assignee of said mortgage by the terms of said mortgage, he sold said property, after his auctioneer had cried the sale unto the Federal Farm Mortgage Corporation, said corporation being then and there the highest bidder for said property at and for the sum of five hundred dollars.

The purchaser mentioned has not as yet complied with the terms of sale and is the corporation entitled to the net proceeds of the sale so made.

The sale so made was conducted for this vendor by J. E. Anthony, auctioneer.

Which is respectfully submitted.

MADISON BROWN
Assignee

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

I HEREBY CERTIFY that on this 15th day of February in the year nineteen hundred and thirty nine before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, assignee and vendor above named, and he made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated to the best of his knowledge and belief; and that the sale 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.

Filed February 15th, 1939.

N I S I

Madison Brown,) IN THE CIRCUIT COURT
Assignee)
VS) FOR QUEEN ANNE'S COUNTY
) IN EQUITY
Frank T. Faulkner, Jr., and)
Carmon R. Faulkner, his wife,) CHANCERY No. 3193.

ORDERED, This 15th. day of February A. D., 1939, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of March next.

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

A. SYDNEY GADD JR. Clerk

Filed February 15th, 1939.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Feb. 16, 1939

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 Frank T. Faulkner, Jr., and Carmon R. Faulkner, his wife, dated July 14, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 18, folio 117, 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, FEBRUARY 14, 1939 At 2 O'clock P. M.

All that farm containing 46 acres, more or less, situate in the Third Election District of Queen Anne's County, Maryland, on the right side of the public road known as the Manor Road leading from Centreville to Starr, 6 miles Southeast from Centreville. BEING all and the same land which was conveyed to the said Frank T. Faulkner, Jr., by deed from Risdon S. Dulin, Jr. and wife, dated September 7, 1920, and recorded among the Land Records of said County Liber J. F. R. No. 5, folio 245. BEING ALSO all and the same property covered by the mortgage first herein mentioned, to which deed and mortgage reference is hereby made for a more particular description of this land.

This farm is suitable for cultivation with crops raised in this County and locality. There are 36 acres suitable for cultivation, the balance being woodland. The property is improved by a four-room frame dwelling with two-room annex, barn and other outbuildings.

TERMS OF SALE

\$250.00 cash will be required at the time and place of sale, balance upon final ratification of sale by the Circuit Court of said County. Taxes adjusted to February 1, 1939. Deed and title papers at cost of purchaser.

MADISON BROWN,
Assignee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 14, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Madison Brown, Assignee vs. Frank T. Faulkner Jr. and Carmon R. Faulkner 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 19th day of January 1939..., being more than twenty days before the 14th day of February, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUB-
LISHING CO.

By Bertha G. Durney

Filed Feb. 16, 1939.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Apr. 26, 1939.

N I S I

MADISON BROWN, Assignee,
vs.
FRANK T. FAULKNER, JR., and
CARMON R. FAULKNER,
his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3193.

ORDERED, This 15th day of February A. D., 1939, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of March next.

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

A. SYDNEY GADD, JR., Clerk.
True Copy-
Test:
A. SYDNEY GADD, JR., Clerk.

Filed February 15th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 26th, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Madison Brown, Assignee, vs. Frank T. Faulkner, Jr. and Carmon R. Faulkner, 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 16th day of February, 1939, being more than four weeks before the 17th day of March, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Apr. 26, 1939.

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

Madison Brown, assignee

vs.

Cause No. 3193.

Frank T. Faulkner, jr., et al.

Ordered, on this 26th day of April, 1939, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate of Frank T. Faulkner et al., made by Madison Brown, assignee of mortgage from them, set forth and described in the within and foregoing report of sale be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although it appears that notice has been given in accordance with the order nisi hereto passed in this cause in relation to said sale, and it is further ordered that the papers and proceedings of this cause be and the same are hereby referred unto Richard T. Earle as special auditor with instructions to him to state and return to this court an account between the proceeds of the sale of real estate and the said Madison Brown, assignee and vendor.

THOS. J. KEATING

Filed Apr. 26th, 1939.

REPORT AND ACCOUNT
Filed June 7, 1939.

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

Madison Brown, Assignee of the
Federal Farm Mortgage Corporation,

vs.

Frank T. Faulkner, Jr., and
Carmon R. Faulkner, his wife.

#

#

#

#

Cause No. 3193.

To the Honorable, the Judges of said Court:

The report of Richard T. Earle, special auditor appointed by the Court on account of Madison Brown, regular auditor, being a party to the cause, having qualified as special auditor, respectfully sets forth:

The proceedings in this cause were instituted for the purpose of foreclosing a mortgage given by Frank T. Faulkner, Jr., and wife, mortgagors to the Federal Farm Mortgage Corporation, and assigned by the mortgagee to Madison Brown, assignee, for the purpose of foreclosure and collection. The auditor has stated the within account by first charging the said assignee with the gross proceeds of sale in accordance with his report of sale herein and has then given said assignee credit with all expenses allowed under said mortgage, including clerk's costs, auctioneer, advertising of property to be sold, nisi on sale reported, nisi on this account to be published, bond premium of assignee as trustee to make sale, also state and county taxes due and unpaid for year 1938 and the fee of the special auditor.

After paying said expenses as per receipts of the assignee exhibited and allowed herein, then your special auditor allowed to the assignee the balance or the net proceeds of said sale, which showed that said balance was insufficient to pay the mortgage debt and interest filed herein. Then your special auditor stated and account showing the amount of said mortgage debt and interest and took from same the balance applicable to same as set forth herein leaving a net balance due the assignee, in the way of a deficiency arising under the mortgage.

Respectfully submitted,

RICHARD T. EARLE
Special Auditor.

Cause No. 3193.

The proceeds of the sale of the mortgage real estate of Frank T. Faulkner, Jr. and Carmon R. Faulkner, his wife, the parties making the mortgage filed in this cause, in account with Madison Brown, assignee of said mortgage and vendor

CR.

1939
Feb.
14

By amount of the gross sale of the real estate sold herein
as per report of sale filed, to wit-----\$500.00

DR.

To Madison Brown as per agreement made with mortgagee
in lieu of commissions as provided by mortgage and
also appearance fee-----\$ 50.00

To Madison Brown for costs due A. S. Gadd, Jr., Clerk
for costs as per receipt filed----- 24.75

To do., for costs of advertising sale paid Queen Anne's
Record Observer and nisi on report of sale as per re-
ceipt filed herein----- 43.22

To do., for cost of nisi to be passed and published on
this audit----- 3.50

To do., for affidavit to report of sale to Notary Public-- .25

To do., for amount paid J. E. Armstrong, auctioneer
for crying sale, as per receipt filed----- 5.00

To do., for amount of premium paid corporate surety
as per receipt account exhibited----- 15.00

To do., for amount paid county and state taxes for year
1938, on mortgaged property, as per receipted state-
ment exhibited----- 20.92

To Richard T. Earle, special auditor for stating this
account----- 9.00
\$171.64

To Madison Brown, assignee of said mortgage,
on account of said mortgage claim due on the
day of sale, this balance which is not suffi-
cient to pay the said claim in full, to wit:

328.36	
\$500.00	\$500.00

RICHARD T. EARLE
Special Auditor

Cause No. 3193.

Statement of Mortgage Debt showing Deficiency of Sale.

Frank T. Faulkner, Jr. mortgagor making the mortgage filed in this cause, in ac-
count with Madison Brown, assignee of said mortgage. Dr.

	To amount of mortgage claim due as per statement thereof filed Feb. 16th., 1939.-----	\$1,765.38
Cr.	By amount distributed to said assignee by within account filed-----	328.36
Dr.	To balance due said assignee by mortgagor on mortgage debt, interest from Feb. 14th., 1939.	\$1,437.02

RICHARD T. EARLE
Special Auditors.

Filed June 7th, 1939.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee of the Federal Farm Mortgage Corporation	}	IN THE CIRCUIT COURT
	}	FOR QUEEN ANNE'S COUNTY
VS	}	IN EQUITY
	}	
Frank T. Faulkner Jr. and Carmon R. Faulkner, his wife.	}	CASE No. 3193.

ORDERED, This 7th day of June in the year nineteen hundred
and 39 that the Report and Account filed in these proceed-ceedings by Richard T.
Earle Special Auditor, be ratified and confirmed, unless cause to the contrary
thereof be shown on or before the 3rd. day of July, 1939; provided a copy of this
order be published once a week in each of two successive weeks before the 26th.
day of June, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed June 7th, 1939.

CERTIFICATE OF PUBLICATION
OF AUDIT NISI
Filed August 9, 1939.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee of the
Federal Farm Mortgage Corporation
VS.
Frank T. Faulkner and Carmon R.
Faulkner, his wife

In the Circuit Court for Queen Anne's County In Equity Case No. 3193.

ORDERED, This 7th day of June in the year nineteen hundred and 39 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 3rd day of July 1939; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of June, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk
True Copy-Test:
A. SYDNEY GADD, JR., Clerk
Filed June 7th, 1939.

Queenstown Maryland, July 1, 1939

I, Michael W. Aker, the undersigned, do hereby certify that I am the publisher of a newspaper called "The Queenstown News"; that this newspaper is published by me each week in Queenstown, Maryland; that I published in the said paper once a week in each of two weeks before the 26th day of June, 1939 the annexed advertisement headed "Nisi Ratification of Audit" issued in a cause in the Circuit Court for Queen Anne's County in Equity Numbered 3193 wherein Madison Brown, assignee of the Federal Farm Mortgage Corporation is plaintiff and Frank T. Faulkner et al. are defendants, that is to say: the annexed advertisement or copy of advertisement, headed as aforesaid, was contained in the issues of my said newspaper published in each of two successive weeks before June 26, 1939.

M. W. AKER
Publisher of Queenstown
News

Filed August 9, 1939.

ORDER OF COURT
Filed August 9, 1939.

It is on this 9th day of August in the year nineteen hundred and thirty nine by The Circuit Court for Queen Anne's County sitting as a Court of Equity and by the authority of this Court that the within and foregoing report, account and audit of Richard T. Earle as 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 "Nisi Ratification of Audit" passed in this cause June 7th., 1939 in relation to said report and account and Madison Brown the party making the sale of this cause be and is hereby authorized and directed to apply the proceeds of sale mentioned in said account accordingly with a due proportion of interest received or to be received on credit sales to the commissions of the vendor and the Mortgage claim allowed.

J. OWEN KNOTTS
Judge

Filed August 9, 1939.

CAUSE NO. 3194.

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

Herbert E. Perkins, Attorney & Assignee	:	In the Circuit Court for
vs.	:	Queen Anne's County, Md.
Joel T. McGinnes, and Frank S. McGinnes	:	In Equity, No.
	:	
	:	

Mr. A. Sydney Gadd, Jr., Clerk:

Please docket case as above entitled, and record assignment of mortgage from Kent County Savings Bank to Herbert E. Perkins, Attorney for the purpose of foreclosure and collection, approve bond, and enter my appearance for Complainant.

HERBERT E. PERKINS
Atty. for Complainant.

CERTIFIED COPY OF MORTGAGE
Filed Jan. 23, 1939.

.....
#17,100. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Ninth day of May, in the year nineteen hundred and thirty five, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 9th., day of May in the year one thousand, nine hundred and thirty-five by and between Joel T. McGinnes, Single and Frank S. McGinnes, Single, of Queen Anne's County, State of Maryland, of the one part, and the Kent County Savings Bank, a duly incorporated body, mortgagee, of said Kent County, State aforesaid, of the other part.

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of Eighteen hundred and 00/100 dollars (being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and the interest thereon the said Mortgagors have passed to said Mortgagee, their promissory note bearing even date herewith; for said sum of Eighteen hundred (\$1800.00) dollars payable six months after date; payable at the Banking house of the Kent County Savings Bank aforesaid, in Chestertown, Maryland, and which note provides for the payment of usual commission for collection, and judgment by confession without stay of execution, and all exemption from execution waived, if not paid when due, in favor of the mortgagee or its assigns.

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 herein 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 Joel T. McGinnes and Frank S. McGinnes, do grant unto the Kent County Savings Bank aforesaid, or its successors and assigns, in fee simple, all those pieces or parcels of land, situate, lying and being in Seventh Election District, Queen Anne's County.

Parcel No. 1--All that tract of land, part or parcel of a tract or farm situate lying and being in Queen Anne's County in the Seventh Election District adjoining the lands of Phillip Grim, John P. Shawn, et al, commonly known as "Gaithers Range" or "California" and containing 83 acres of land, more or less.

BEING, the same property conveyed to Joel T. McGinnes by Joseph R. Sparks and Rebecca F. Sparks, his wife, by deed dated May 3rd., 1892 and recorded in Liber W. D. No. 7, folio 95.

Parcel No. 2-- All that farm or tract of land situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid about one-half mile from Pondtown on the right side of Public Road leading from Pond Town to Church Hill by way of "I. B." and known as part of the Cornelius tract and more particularly described as follows:-

BEGINNING for the same at the corner of the land now or formerly owned by James H. Ringgold on the road leading from Pondtown to "I.B." then extending along said road west to the lot of Frank Cooper, colored, thence back north to a stone at the back of said Cooper lot, thence west across the back of said Cooper and Frank Hynson's lot to a road and to a stone, thence north to the land of Benjamin Godwin, thence along land of Benjamin Godwin, east to the land of said James Ringgold, thence south along said Ringgold's land to the place of beginning containing $\frac{1}{4}$ acres of land more or less.

BEING, the same property conveyed to Joel T. McGinnes and Frank S. McGinnes, by Edwin H. Brown, Jr. Trustee, by deed dated 7th. April 1922 and recorded in Liber J. F. R. No. 8, folio 471.

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

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

TO HAVE AND TO HOLD, the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Kent County Savings Bank aforesaid, its successors and assigns forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, shall pay 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 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, 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 and for 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 Kent County Savings Bank aforesaid, its successors or assigns, or Herbert E. Perkins, 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 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, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, including a fee of twenty-five dollars for preparing and furnishing the required bond; Secondly, to the payment of all claims of the said Mortgagee or its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said Mortgagor or any of them, then the said Mortgagors, for themselves and for their heirs, personal representatives or assigns, do hereby further covenant to and with the said Mortgagee, its successors and assigns to pay to the party undertaking to make sale of said property under the powers heretofore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, together with all costs and expenses incurred, including a fee of twenty-five dollars for preparing and furnishing the required bond.

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 their insurable value and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire; to insure to the benefit of the said Mortgagee or assigns, to the extent of its or their lien or claim hereunder.

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

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

WITNESS, our hands and seals.

TEST: JOEL T. MCGINNES (SEAL)
FRANK S. MCGINNES (SEAL)
MARY A. PENNINGTON

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th., day of May in the year one thousand nine hundred and thirty-five before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, personally appeared Joel T. McGinnes and Frank S. McGinnes, the within named mortgagors and each acknowledged the foregoing Mortgage to be their act.

MARY A. PENNINGTON
Notary Public.

Notary
Public
Seal.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th. day of May in the year one thousand nine hundred and thirty-five before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Attorney of the Kent County Savings Bank 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 that he is duly authorized Agent of within named Mortgagee to make this Affidavit.

MARY A. PENNINGTON
Notary Public.

Notary
Public
Seal.

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

For Collection, the Kent County Savings Bank hereby assigns the within mortgage to Herbert E. Perkins.

Witness the hand of the President and the Seal of the Kent County Savings Bank aforesaid, this 21 day of January A. D. 1939.

Frederick G. Usilton
President Kent County Savings Bank.

TEST:

Harry C. Coleman
Cashier.

Corporate
Seal's
Place.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1-A, folios 277, 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 23rd. day of January, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD, JR. Clerk

Seal's
Place.CERTIFIED COPY OF BOND
Filed Jan. 23, 1939

Queen Anne's County, to wit: Be it remembered that on this twenty third day of January, nineteen hundred and thirty nine, the following bond was brought to be recorded, to wit:

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 and just sum of Two thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd. day of January in the year of our Lord nineteen hundred and thirty nine.

Whereas, the above bounden Herbert E. Perkins by virtue of the power contained in a mortgage from Joel T. McGinnes and Frank S. McGinnes to Kent County Savings Bank bearing date the 9th day of May 1935 and recorded among the mortgage records of Queen Anne's County, in Liber W. H. C. No. 1-A Folio 277 and assigned to Herbert E. Perkins, Attorney for collection is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the condition and covenants therein contained.

The Condition of the Above Obligation is Such, That if the above bounden Herbert E. Perkins does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill and 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, 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.

Signed, sealed and
delivered in the
presence of
MARY A. PENNINGTON

Seal's
Place.

HERBERT E. PERKINS (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Herbert E. Perkins
Atty-in-fact

Attest:

By Mary A. Pennington

On the back of the foregoing bond was thus endorsed, to wit: Security approved and Bond filed January 23rd, 1939.

A. Sydney Gadd, Jr. Clerk

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 106, 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 23rd day of January, in the year nineteen hundred and thirty nine.

Seal's
Place.

A. Sydney Gadd Jr. Clerk

REPORT OF SALE
Filed Feb. 23, 1939.

Herbert E. Perkins, Attorney & Assignee	:	In the Circuit Court
vs.	:	for Queen Anne's Co.
	:	Md.
Joel T. McGinnes, and Frank S. McGinnes	:	No.
	:	

To the Honorable, the Judges of said Court:

The Report of Sale of Herbert E. Perkins, Attorney and 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 advertisements inserted in the Queen Anne's Record and 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 21st. day of February 1939, at 2 o'clock P. M., and then and there proceeded to sell said property in manner following, that is to say:

The said Attorney and Assignee first offered to the highest bidder parcel No. 1 as described in said advertisement which was commonly known as "Gaithers Range" or California", containing 83 acres of land, more or less.

And he sold the same to Kent County Savings Bank for the sum of One Thousand (\$1000.00) dollars, it being at that sum the highest bidder therefor, and the terms of said sale have been complied with.

He next offered the parcel described in advertisement as No. 2, which was all that farm known as part of the Cornelius Tract, containing 44 acres of land, more or less.

And he sold the same to Nellie E. Holden for Five hundred (\$500.00) she being at that sum the highest bidder therefor, and the terms of said sale have been complied with.

Respectfully submitted,
HERBERT E. PERKINS
Attorney and Assignee

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 22nd day of February, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Attorney and Assignee, named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

MARY A. PENNINGTON
Notary Public.
Notary
Public
Seal.

Filed Feb. 23, 1939.

N I S I

Herbert E. Perkins Attorney & Assignee	)	IN THE CIRCUIT COURT
VS	)	FOR QUEEN ANNE'S COUNTY
	)	IN EQUITY
Joel T. McGinnes and Frank S. McGinnes	)	CHANCERY No. 3194.

ORDERED, This 23rd day of February A. D., 1939, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Attorney & Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of April next.

The Report states the amount of sales to be \$1500.00.

A. SYDNEY GADD, JR. Clerk

Filed February 23rd, 1939.

Statement of Mortgage Debt
Filed May 5, 1939.

Herbert E. Perkins,	:	In the Circuit Court
Atty. and Assignee	:	for Queen Anne's Co. Md.
vs.	:	In Equity,
Joel T. McGinnes	:	No.
Frank S. McGinnes	:	
	:	

Statement of the mortgage claim of the Kent County Savings Bank, under the mortgage of Joel T. McGinnes and Frank S. McGinnes to said Bank, dated 9th. day of May 1935, and recorded among the Land Records for Queen Anne's County in Liber W. H. C. No. 1-A folio 277, and assigned to Herbert E. Perkins, for foreclosure and collection.

Principal of mtge.	\$1800.00
Int. from 8/9/36 to 2/21/39	<u>273.60</u>
	\$2073.60

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 19th. day of April, 1939, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Attorney and Assignee, and made oath in due form of law that the foregoing is a true statement of the amount remaining due under mortgage claim described therein.

MARY A. PENNINGTON
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed May 5, 1939.

N I S I

HERBERT E. PERKINS Attorney
and Assignee

vs

JOEL T. MCGINNES And
FRANK S. MCGINNES

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3194.

ORDERED, This 23rd day of February A. D., 1939, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of April next.

The Report states the amount of sales to be \$1500.00.

A. SYDNEY GADD, JR. Clerk
True Copy-
Test:

A. SYDNEY GADD, JR. Clerk.
Filed February 23rd, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 5, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Herbert E. Perkins, Attorney and Assignee vs. Joel T. McGinnes and Frank S. McGinnes 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 2d. day of March, 1939, being more than four weeks before the 3d day of April 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

CERTIFICATE OF PUBLICATION

OF SALE
Filed May 5, 1939.

ATTORNEY & ASSIGNEE
-OF-
MORTGAGE SALE
-OF-
REAL ESTATE

Under and by virtue of the power and authority contained in the mortgage of Joel T. McGinnes and Frank S. McGinnes, to the Kent County Savings Bank, said mortgage dated 9th. day of May, 1935, and recorded among the Land Records for Queen Anne's County in Liber W. H. C. No. 1-A, folio 277, and which said mortgage was assigned to Herbert E. Perkins, for the purpose of foreclosure and collection, default having occurred in said mortgage, the said undersigned Attorney and Assignee will offer at Public Sale to the highest bidder, in front of the Court House Door in Centreville, on TUESDAY, FEBRUARY 21, 1939 2 O'clock P. M.

First. All that farm or tract of land lying in the Seventh Election District of Queen Anne's County, Maryland, adjoining the lands of Philip Grim, John P. Shawn, et al, commonly known as "Gaithers Range" or California."

BEING, the same property conveyed to Joel T. McGinnes by Joseph R. Sparks and Rebecca F. Sparks, his wife, by deed dated May 3rd, 1892 and recorded in Liber W. D. No. 7 folio 95. Containing 83 Acres of Land, more or less.

Improved by two story frame dwelling, implement shed, barn, hen house, etc.

Second. All that farm or tract of land lying in Seventh Election District of Queen Anne's County, Maryland, about one-half mile from Pond Town on the right side of public road leading from Pond Town to Church Hill by way of "I.B." and known as part of the Cornelius tract,

BEING, the same property conveyed to Joel T. McGinnes and Frank S. McGinnes, by Edwin H. Brown, Jr., Trustee by deed dated 7th. April 1922 and recorded in Liber J. F. R. No. 8, folio 471.

Containing 44 acres of land, more or less.

Improved by three story frame dwelling, barn, implement shed, wagon shed, sweet potato house, now occupied by Herman Elliott.

TERMS OF SALE: One-third cash on day of sale, and the balance to be paid upon Ratification of Sale. Deferred payment to drawn interest. Revenue stamps and title papers at cost of the purchaser.

HERBERT E. PERKINS
Attorney and Assignee.
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 5, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Herbert E. Perkins, Attorney and Assignee vs. Joel T. McGinnes and Frank S. McGinnes a true copy of which is here- to annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 26th day of January 1939..., being more than twenty days before the 21st day of February, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed May 5, 1939.

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court for Queen Anne's County, in Equity, this fifth day of February, 1939, that the sales made and reported by Herbert E. Perkins, Attorney and Assignee, aforesaid be, and the same are hereby Finally Ratified and Confirmed, no cause to the contrary having been shwon, although due notice appears to have been given as required by the Order Nisi passed in said cause; and Herbert E. Perkins, Attorney and Assignee, is allowed the usual commis- sions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING

Filed May 5th, 1939.

REPORT AND ACCOUNT OF THE AUDITOR
Filed May 23, 1939.

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

Herbert E. Perkins, attorney and assignee,

versus

Joel T. McGinness and Frank McGinness)

)
) Cause No. 3194.
)
)

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause have been conducted for the collection of the mortgage debt through the sale of the mortgaged land and the proceeds of the sale have not been sufficient to pay the amount due unto the assignee of the mortgage under the mortgage on the day of the sale.

That the auditor has stated the within account by first charging the vendor making the sale, Herbert E. Perkins, esquire, with the gross amount of the sale made and re- ported by him and then the auditor thereout has allowed as follows, to wit:

Unto the said vendor the commissions and fees for making the sale and preparing the papers of the case as provided for by the mortgage, the costs of advertising notices of the sale, the several orders nisi of the cause, the fee of the auctioneer, the court costs of the cause, taxes due by the mortgagors at time of the sale on the land sold.

Unto the auditor his fee for stating the account.

Unto the assignee the balance of the amount so charged unto him remaining after the above mentioned allowances on account of and in part payment of amount due him under the mortgage on the day of the sale.

The auditor has stated and appends to the first account a second account between the mortgagors and the assignee of the mortgage showing the amount due unto the assignee under the mortgage after application to the debt of the proceeds of sale above men- tioned.

Which is respectfully submitted,

May 16, 1939.

MADISON BROWN
Auditor.

Cause No. 3194.

The proceeds of the sale of the mortgaged real estate of Joel T. McGinness and Frank S. McGinness, parties making the mortgage described in this cause, in account with Herbert E. Perkins, assignee of said mortgage and party making sale of the mortgaged real estate under the terms of said mortgage.

1939	CR.	
Feb.		
21.	By amount of the gross sale of said mortgaged real estate per the report filed by said vendor, the sum of . . .	\$1500.00

DR.		
" "	To Herbert E. Perkins, said vendor, for his commissions for making the sale and on the amount thereof, per terms of the said mortgage, the sum of	\$97.50
	To do., for the attorney's fee for making said sale per terms of the said mortgage, to wit: the sum of	\$30.00
	To do., for the fee due him for preparing and furnishing the required mortgage sale bond per terms of said mortgage, to wit: the sum of	\$25.00
	To do., for the costs of this cause as taxed by the clerk of the court per his statement exhibited, as follows:	
	Costs of A. S. Gadd, jr., clerk	\$18.75
	Appear. fee of H. E. Perkins,	10.00
	Total	\$28.75
	To do., for the costs of advertising notices of said sale in Queen Anne's Observer, per account of the publishers of said newspaper exhibited, to wit: the sum of	\$41.63
	To do., for the costs of advertising the order nisi passed relative to the sale reported, the sum of	\$ 5.00
	To do., for costs of advertising the order nisi to be passed by clerk in relation to this audit, the sum of	\$ 3.50
	To do., for amount of the charges of auctioneer, J. E. Anthony, for crying the sale made, the sum of	\$10.00
	To do., to be paid tax collector of Queen Anne's County as the amount of <u>sale</u> and county taxes on the mortgaged land for year 1938, now unpaid, per tax statement of said collector, the sum of . . .	\$18.19
	Amounts carried forward	\$259.57
		\$1500.00

	Cause No. 3194. Audit.	DR.	CR.
Amounts brought forward		\$259.57	\$ 1500.00

DR.		
To Herbert E. Perkins, vendor, for the costs of his corporate surety bond, filed in this cause, the sum of		10.00
To Madison Brown, auditor, for stating this account, the sum of		9.00

	\$ 278.57	
To Herbert E. Perkins, assignee of said mortgage, in part payment of the mortgage debt assigned unto him, this balance, to wit: the sum of	1221.43	
	\$1500.00	\$ 1500.00

May 16, 1939.

MADISON BROWN
Auditor.

Statement of Debt. Cause No. 3194.

Joel T. McGinness and Frank S. McGinness, the parties making the mortgage described in this cause

to
Herbert E. Perkins, Assignee of said Mortgage DR.

1939

Feb. 21 To amount of the mortgage debt, principal and interest, due this date, the day of said sale, per statement of mortgage debt filed in this cause, to wit: the sum of \$ 2073.60

Cr: By amount distributed to said assignee above, being the net sale of this cause, to wit: the sum of 1221.43

Dr: To balance due by said mortgagors to said assignee under the mortgage described herein, same bearing interest from Feb. 21, 1939, \$ 852.17

May 16, 1939.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Herbert E. Perkins,
attorney and assignee

VS

Joel T. McGinness
Frank McGinness

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CASE No. 3194.

ORDERED, This 23rd. day of May in the year nineteen hundred and 39 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th. day of June, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 13th. day of June, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed May 23rd., 1939.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed June 23, 1939.

NISI RATIFICATION OF AUDIT

HERBERT E. PERKINS,
Attorney and Assignee

vs.

JOEL T. MCGINNESS
FRANK MCGINNESS

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3194.

ORDERED, This 23rd day of May in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of June, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of June,

1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.

True Copy-
Test: A. SYDNEY GADD, JR. Clerk.
Filed May 23rd, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 23 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Herbert E. Perkins, Atty and Assn., vs. Joel T. McGinness and Frank McGinness 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 25th day of May, 1939, being more than two weeks before the 13th day of June, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed June 23, 1939.

FINAL RATIFICATION OF AUDIT

ORDERED, this 23rd day of June, 1939, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and-foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause; and Herbert E. Perkins, Attorney and Assignee 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 Attorney and Assignee.

THOS. J. KEATING

Filed June 23, 1939.



CAUSE NO. 3189.

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

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

Rosa Johnson Ross and	#	
William J. Ross, her husband,	#	
Mamie J. Crowner,	#	
Plaintiffs,	#	
VS.	#	Cause
	#	No.
Annie M. Johnson and	#	
Benjamin Crowner,	#	
Defendants.	#	

To the Honorable, the Judges of said Court:

Your orators complaining, say:

1. That Joseph C. Johnson also known Joseph Johnson late of Marshallton, State of Delaware, deceased, was in his lifetime seized and possessed of all those two lots or tracts of land situate in the Third Election District of Queen Anne's County, Maryland in Spaniard's Neck near Burrisville, adjoining the lands of Luther L. Gadd and wife, Howard Wood, Jr., and wife, Harry B. Wilmer and wife and the lands of others, the two tracts are adjacent, improved by a frame dwelling house and other buildings and have for many years been conducted as one tract; that the said Joseph C. Johnson was seized of same by virtue of two certain deeds, one from Sharper Woodland and wife, bearing date of June 3rd., 1875, and recorded in Liber J. W. No. 5, folio 89, a Land Record Book for Queen Anne's County; the other deed from Edwin H. Brown, Jr., and Charles E. Tucker, Trustees to the said Joseph C. Johnson, bears date of May 16th., 1908, and recorded in Liber S. S. No. 4, folios 499 & etc., a Land Record Book for Queen Anne's County, certified copies of which deeds are filed herewith marked "Plaintiffs Exhibits A and B" and prayed to be taken as a part hereof: that the total acerage of said two tracts combined as one is 39 acres of land, more or less.
2. That the said Joseph C. Johnson, being so seized and possessed of the aforesaid real estate in his life time died intestate in the early part of the year one thousand nine hundred and thirty eight, at his then home in Marshallton, State of Delaware and that no letters of administration have been granted on his estate.
3. That the said Joseph C. Johnson left surviving him as his only heirs at law, a widow, the defendant, Annie M. Johnson and two daughters, the plaintiffs, Rosa Johnson Ross and Mamie J. Crowner; that said widow and each of the daughters are seized and possessed of an undivided one third interest and estate in the aforesaid real estate, and are all adults.
4. That your oratrix, Rosa Johnson Ross nee Johnson is married to your orator William J. Ross; that your Oratrix Mamie J. Crowner is married to the defendant, Benjamin Crowner, who resides at No. 91/2 French St., Wilmington, Delaware; that the defendant, Annie M. Johnson address is R. R. #1, Box 133, Marshallton, State of Delaware, all adults.
5. That the aforesaid real estate and improvements are no susceptible of division among the parties in interest agreeably to their respective interests therein without loss or injury to some of them.
6. That the defendants, Annie M. Johnson and Benjamin Crowner, are both residents of the State of Delaware and non residents of the State of Maryland.

To the end, therefore,

- (1) That the Court may decree a sale of the real estate herein described; appoint a Trustee to make sale thereof and after deducting all expenses incident to said sale, to distribute the balance among the parties in interest in accordance with their respective interest therein.
- (2) That a notice to creditors may be given to the creditors of Joseph C. Johnson to prove their claims with proper vouchers before the Clerk of this Court or else be barred from participating in this estate.
- (c) 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 the order of publication giving notice to the said Annie M. Johnson and to the said Benjamin Crowner, who are non-residents of this State and residents of the State of Delaware and are both adults, of the object and substance of this bill, and warning them to

appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound &etc.,

RICHARD T. EARLE
Attorney for Plaintiffs.

Filed Nov. 21st, 1938.

PLAINTIFF'S EXHIBIT A.
Filed November 21, 1938

Queen Anne's County to wit: Be it remembered that on the Nineteenth day of June in the year Eighteen hundred and seventy five, the following Deed was brought to be recorded, to wit:

This deed made this third day of June in the year of our Lord, eighteen hundred and Seventy five by us Sharper Woodland and Mary Woodland, his wife of Q. Anne County did, Witnesseth, that in consideration of the Sum of four hundred dollars, we the said Sharper Woodland and Mary Woodland, his wife do grant unto Joseph Johnson, in fee

All that Lot of land part of a tract called "Ann's Portion", in the County aforesaid that is contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone at the north corner and running thence South forty eight degrees East thirty five perches and two tenths of a perch, thence South forty five degrees west ninety one perches, thence north forty eight degrees West thirty five perches and two tenths of a perch and thence north forty five degrees East ninety one perches to the Beginning containing twenty acres of land.

Witness our hands and seals.

his
SHARP X WOODLAND (SEAL)
mark

Test:

Ezekiel T. M. Forman

his
MARY X WOODLAND (SEAL)
mark

State of Maryland Queen Anne Co. Sct: I hereby certify that on this third day of June in the year of our Lord Eighteen hundred and seventy five before me the Subscriber a Justice of the peace of the State of Maryland for Queen Anne County personally appeared Sharper Woodland and Mary Woodland his wife and did each acknowledge the foregoing deed to be their respective act.

Ezekiel T. M. Forman J. P.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. W. No. 5, folio 89, a Land Record book for Queen Anne's County aforesaid.

Seal's
Place.

In testimony whereof I have hereunto subscribe my name and affixed the Seal of the Circuit Court for Queen Anne's County this 21st. day of November, in the year Nineteen hundred and thirty eight.

WILLIAM H. CARTER Clerk.

PLAINTIFF'S EXHIBIT B
Filed Nov. 21, 1938

Queen Ann s County to wit: be it remembered that on the Sixteenth day of May in the year Nineteen Hundred and Eight the following Deed was brought to be recorded to wit:

This Deed made this sixteenth day of May, in the year nineteen hundred and eight, by Edwin H. Brown, Jr. and Charles E. Tucker of

Queen Anne's County, State of Maryland, Trustees, Witnesseth: Whereas by a decree of the Circuit Court for Queen Anne's County in Equity, on the seventeenth day of December, in the year nineteen hundred and seven in the case of "Annie M. Johnson vs. Charles E. Tucker, Administrator of Sharper Woodland, deceased, et al" cause No. 1773, the said Edwin H. Brown, Jr. and Charles E. Tucker were appointed Trustees to sell the land decreed to be sold and having sold same to one Joseph C. Johnson at and for the sum of \$340.00, which said sale having been reported to said Court, was finally ratified and confirmed by said Court after its order nisi, by its order bearing date, the thirtieth day of March, in the year nineteen hundred and eight, and the said Joseph C. Johnson having fully paid the purchase money for same, is now entitled to a conveyance thereof. Now therefore in consideration of the foregoing premises and the sum of One dollar, the said Edwin H. Brown, Jr. and Charles E. Tucker Trustees as aforesaid, do hereby grant and convey unto Joseph C. Johnson his heirs and assigns in fee simple All the right, title, interest and estate of All the parties to the aforesaid cause of in and to all that lot, part or parcel of a tract of land, situate, lying and being in the Third Election District of Queen Anne's County aforesaid and what is known as "Spaniard's Neck" near Burrisville, adjoining the property of the said Joseph C. Johnson, Alice Wilmer, John M. Perry and others, and being the same property of which Sharper Woodland died seized and possessed, and more particularly described by metes and bounds, courses and distances, to wit: Beginning at a stone, the north west corner of the said tract, being a boundary for Alice Wilmer and John M. Perry's woodland, and running with line of John M. Perry's woodland south forty eight degrees, thirty two and one tenth perches to the land of Joseph M. Johnson, thence with the line of Joseph M. Johnson, south forty five degrees, west ninety one perches, thence north forty eight degrees west, thirty two and one tenth perches, thence north forty five degrees east ninety one perches to the place of beginning, containing nineteen acres of land, more or less.

Witness their hands and seals.

Test: John W. Tarmon	Edwin H. Brown Jr.	(Seal)
Test: John W. Tarmon	Chas. E. Tucker	(Seal)
	Trustees.	

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

I hereby certify that on this sixteenth day of May, in the year nineteen hundred and eight, before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared the said Edwin H. Brown, Jr., and Charles E. Tucker, Trustees, and did each acknowledge the foregoing deed to be their respective act.

JOHN W. TARMON
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber S. S. No. 4, folios 499, 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 21st. day of November, in the year nineteen hundred and thirty eight.

Seal's
Place.

WILLIAM H. CARTER Clerk.

ORDER OF PUBLICATION
Filed November 21, 1938.

ORDER OF PUBLICATION.

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

Rosa Johnson Ross and	#	
William J. Ross, her husband,	#	
Mamie J. Crowner,	#	Cause No.
VS.	#	
Annie M. Johnson,	#	
Benjamin Crowner	#	

The object of this suit is to procure a decree for the sale of certain real estate near Burrisville in the Third Election District of Queen Anne's County, containing 39 acres of land, more or less, of which Joseph C. Johnson, died seized and possessed.

The Bill states that Joseph C. Johnson also known as Joseph Johnson, died intestate, in Marshallton, State of Delaware, in the year 1938, no letters of administration have been granted on his estate; leaving as heirs at law, Rosa Johnson Ross, Mamie J. Crowner and Annie M. Johnson, each of whom are seized and possessed on an undivided one third interest in the aforesaid real estate, all adults and residents of the State of Delaware; that Rosa Johnson Ross is married to William J. Ross and Mamie J. Crowner is married to Benjamin Crowner; that the aforesaid real estate is not susceptible of division without loss or injury.

It is thereupon this 21st day of November, 1938, 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 26th day of December 1938, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court in person or by solicitor on or before the 15th day of January, next, to show cause, if any they have, why a decree should not be passed as prayed.

WILLIAM H. CARTER, Clerk

Filed Nov. 21st, 1938.

CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION
Filed Feb. 20, 1939.

ORDER OF PUBLICATION

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

Rosa Johnson Ross and William J. Ross,
her husband, Mamie J. Crowner,
vs.
Annie M. Johnson, Benjamin Crowner

The object of this suit is to procure a decree for the sale of certain real estate near Burrisville in the Third Election District of Queen Anne's County, containing 39 acres of land, more or less, of which Joseph C. Johnson, died seized and possessed.

The bill states that Joseph C. Johnson also known as Joseph Johnson, died interstate, in Marshallton, State of Delaware, in the year 1938, no letters of administration have been granted on his estate; leaving as heirs at law, Rosa Johnson Ross, Mamie J. Crowner and Annie M. Johnson, each of whom are seized and possessed on an undivided one third interest in the aforesaid real estate, all adults and residents of the State of Delaware; that Rosa Johnson Ross is married to William J. Ross and Mamie J. Crowner is married to Benjamin Crowner; that the aforesaid real estate is not susceptible of division without loss or injury.

It is thereupon this 2nd day of November, 1938, 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, one in each of four successive weeks before the 26th day of December 1938, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this court in person or by solicitor on or before the 15th day of January next, to show cause, if any they have, why a decree should not be passed as prayed.

WILLIAM H. CARTER
Clerk of the Circuit Court for Queen Anne's
County.
True Copy-Test:
WILLIAM H. CARTER, Clerk.

February 17, 1939

THE QUEENSTOWN NEWS hereby certifying that the order of publication in the case of Rose Johnson Ross, et. al. vw. Anne M. Johnson, et. al., a true copy is hereto annexed, was inserted in THE QUEENSTOWN NEWS, a weekly newspaper printed and published in Queenstown, 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, 1938, being more than four weeks before the 26th day of December, 1938.

THE QUEENSTOWN NEWS,
M. W. Aker
M. W. Aker

PETITION FOR DECREE PRO CONFESSO
Filed Feb. 23, 1939.

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

Rosa Johnson Ross and
William J. Ross, her husband,
Mamie J. Crowner,
Plaintiffs,

vs.

Annie M. Johnson
Benjamin Crowner,
Defendants.

#

Cause No. 3189.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Rosa Johnson Ross and William J. Ross, her husband, and Mamie J. Crowner, the complainants in this Cause by Richard T. Earle, their solicitor, to your Honors respectfully shows:

1. That the defendants in this cause are all adults and all non-residents of the State of Maryland and residents of the State of Delaware.
2. That an order of publication was secured issuing out of this Court against the said defendants and that said order was published as therein provided as per certificate of publication filed herein.
3. That in accordance with said Order of Publication the said defendants were notified to show cause either in person or by solicitor on or before January 15th, 1939, why a decree should not be passed as prayed.
4. That neither of said defendants have appeared in said cause either in person or by solicitor and your petitioners are advised that they are entitled to a decree pro confesso against them, and that the papers in this cause may be submitted to an examiner of this court for the purpose that your petitioners may offer testimony to prove the allegations of the Bill of Complaint.

To the end therefore:

1. That a decree pro confesso may be granted by this Honorable Court against Annie M. Johnson and Benjamin Crowner, both adult defendants and non-residents of the State of Maryland.
2. That the papers in this cause may be directed to one of the of the Standing Examiners of this Court so that the Plaintiffs may take testimony in support of the allegations of the Bill of Complaint.
3. That your Complainants may have such other and further relief as their case may require.

And as in duty bound etc.

RICHARD T. EARLE
Solicitor for plaintiffs.

Filed Feb. 20th, 1939.

ORDER OF COURT
Filed Feb. 23, 1939.

ORDER OF COURT.

The foregoing petition having been read and considered, and it appearing that said Order of Publication having been published as provided by said Order of Publication as shown by said certificate of publication filed in this cause and the said defendants, Annie M. Johnson and Benjamin Crowner having failed to appear either in person or by solicitor to answer said Bill of Complaint filed herein, IT IS THEREUPON this 20th day of February, 1939, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, ADJUDGED, ORDERED AND DECREED that the plaintiffs are entitled to relief in the premises and that the Bill of Complaint be and it is hereby taken Pro Confession against all the defendants above named; but because it does not certainly appear to what relief the plaintiffs are entitled, it is further adjudged and ordered that leave be granted to the plaintiffs to take testimony before any one of the Standing Examiners of this Court to support the allegations of the Bill of Complaint.

THOMAS J. KEATING

Filed Feb. 23rd, 1939.

DEPOSITIONS
Filed March 7, 1939

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

Rosa Johnson Ross and
William J. Ross, her husband,
Mamie J. Crowner,
Plaintiffs,
vs.
Annie M. Johnson and
Benjamin Crowner,
Defendants.

#

Cause No. 3189.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of H. B. W. Mitchell, one of the standing examiners of this Court, to your Honors, respectfully shows:

That your examiner having been notified by Richard T. Earle, Attorney for the Plaintiffs, that he desired to take testimony to support the allegations of the Bill of Complaint, the defendants being non-residents of this state and appearing neither in person or by attorney, and therefore could not be served with notice of the taking of said testimony; your examiner set for taking of said testimony, March 4th., 1939, at 3 O'Clock, P. M., at his office in Centreville, Md., and at that time did pursuant to said arrangement proceed to take the following testimony. Those present were, Rosa Johnson Ross and William J. Ross and Mamie J. Crowner, and their attorney, Richard T. Earle who asked the questions of said witness.

Rosa Johnson Ross, the first witness of lawful age called by the plaintiffs, having been duly sworn, deposes and says:

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

Ans. My name is Rosa Johnson Ross, I am 59 years of age, I live with my husband, William J. Ross on Market Street, Newport, Del.

Int. 2. Do you know the parties to this suit, if so state and the relation of said parties.

Ans. Yes, I know all the parties to this cause, I and William J. Ross, my husband, and Mamie J. Crowner are plaintiffs to this suit and Annie M. Johnson and Benjamin Crowner are defendants. Mamie J. Crowner is my only sister and Benjamin Crowner is her husband and Annie M. Johnson is the second wife and surviving widow of my father Joseph C. Johnson also known as Joseph Johnson, all of the parties to this cause are considerably over twenty one years of age.

Int. 3. Did you know Joseph Johnson sometimes known as Joseph C. Johnson, if so, is he living or dead, if dead when and where did he die, did he die leaving a will or not, and have letters either testamentary or of administration been granted on his estate?

Ans. Yes, I knew Joseph Johnson sometimes known as Joseph C. Johnson, he was my father and the father of Mamie D. Crowner and the husband of Annie M. Johnson. He is dead, he died in the early part of the year 1938, at his home in Marshallton, State of Delaware, he did not leave a will and his estate has not been administered upon, no letters of administration having been taken out. The only property he possessed in the State of Delaware was the residence where he died, which was owned by him and his wife, Annie M. Johnson, as tenants by the entireties.

Int. 4. State if you know, who are the heirs at law of the said Joseph C. Johnson?

Ans. Myself, My sister, Mamie D. Crowner and the said Annie M. Johnson, the surviving widow of Joseph C. Johnson are the only heirs of the said Joseph C. Johnson; and are each entitled to one third of his estate after the payment of his debts.

Int. 5. Do you know if Joseph C. Johnson at the time of his death, left any real estate, if so what?

Ans. Yes, my father, Joseph C. Johnson, left about 39 acres of land, situate in Spaniard's Neck in Queen Anne's County, adjoining the lands of Mr. Luther Gadd and Mr. Howard Wood, Jr., which have been farmed as one tract, improved by a dwelling house and other buildings and worth about \$1700.00 I should judge; that is the entire estate that my father left, no personal property.

Int. 6. I herewith hand you two deeds, one from Sharper Woodland and wife, and the other from Edwin H. Brown, Jr. and Charles E. Tucker, Trustees, these are certified copies of recorded deeds, can you identify the land therein described, these deeds are to Joseph or Joseph C. Johnson?

Ans. Yes, the property described in these deeds is the same property I described in my previous answer.

At this point, Mr. Earle hands the examiners the deeds in question and requests the examiner to make the same "Examiner's Exhibit A. and Examiner's Exhibit B.

Int. 7. Can you tell me if this real estate can be divided among the heirs so that none of the heirs will sustain loss or injury by said division?

Ans. It can not, it is too small to cut up into parcels, there is only one dwelling house and outbuildings on said property; it is not subject to division in kind but must be sold and the proceeds divided in money among the parties.

Examiner's special.

Do you know, or can 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 so, state the same fully and at large in your answer.

Answer: No.

ROSA JOHNSON ROSS

William J. Ross the next witness of lawful age called by the plaintiffs, being sworn, deposes and states:

Int. 1. Your name, age and residence.

Ans. My name is William J. Ross, I am the husband of Rosa Johnson Ross, am one of the plaintiffs in this cause, I am 60 years of age, and live in Newport, State of Delaware.

Int. 2. Do you know the parties to this suit.

Ans. Yes, Rosa J. Ross is my wife; Mamie D. Crowner is her sister; Annie M. Johnson is the widow of Joseph or Joseph C. Johnson the father of my wife, and Mamie D. Crowner and Benjamin Crowner live in Wilmington, the husband of Mamie J. Crowner although he does not live with her.

Int. 3. Did you know Joseph or Joseph C. Johnson? Is he living or dead, if dead, did he leave a will? Has either letters testamentary or administration been granted on his estate?

Ans. Yes I knew Joseph C. Johnson also known as Joseph Johnson, he died in the early part of the year 1938 at his residence in Marshallton, State of Delaware. He left no will, since he left no estate, either personal or real in the state of Delaware no administration has been taken out on his estate. He and his wife, Annie M. Johnson owned the home where they lived in such a way that upon the death of either the same went to the survivor. We are unable to find anything the said Joseph C. Johnson owned except the real estate involved in this suit.

Int. 4. Do you know the real estate the subject matter of this litigation?

Ans. Yes, it consists of a little farm of 39 acres of land, more or less, in Spaniard's Neck in Queen Anne's County, improved by a frame dwelling house and other out buildings, rented by Joseph C. Johnson for several years before his death at \$60.00 per year, and which I have assisted the heirs to rent for this year for \$100.00 per year, this tract is in my judgment worth \$2000.00.

Int. 5. Do you believe from your knowledge of the land and buildings, that the same can be divided into three equal portions of equal value without loss or injury to anyone?

Ans. I do not. In my opinion the farm will have to be sold and the proceeds divided, with a small acreage and one set of buildings it would be impossible to divide the equally.

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 so, state the same fully and at large in your answer.

Answer: Since the land could not be divided the money should be divided.

WILLIAM J. ROSS

Mamie D. Crowner the next witness of lawful age called by the plaintiffs, being sworn, deposes and states:

Int. 1. Your name, age, residence.

Ans. My name is Mamie J. Crowner, I am 57 years of age and reside in Wilmington, State of Delaware.

Int. 2. Do you know the parties to this suit, if so their relationship to each other and their residence and age?

Ans. Yes I know all the parties to this suit, I, together with my sister Rosa J. Ross and her husband William J. Ross, are the plaintiffs and My husband, Benjamin Crowner and Annie M. Johnson, the widow of my father Joseph C. Johnson, are the defendants. My sister and her husband live in Wilmington, and my husband, Benjamin Crowner, with whom I am not living, lives also in Wilmington, and Annie M. Johnson lives in Marshallton, all in the State of Delaware. All of the parties to this cause are considerably over twenty one years of age.

Int. 3. Did you know Joseph or Joseph C. Johnson, is he living or dead, did he leave a will or not, has his estate if any been administered upon?

Ans. Yes, I knew Joseph C. Johnson, he was my father, he is dead, he died in the early part of the year 1938, leaving no will, no property except the real estate the subject of this suit, no administration has been taken out on his estate since this real estate is all that he had.

Int. 3. Do you know the heirs at law of Joseph C. Johnson?

Ans. Yes, he had only two children, my sister Rosa Johnson Ross and myself, he also left a widow, Annie M. Johnson?

Int. 4. Do you know the real estate involved in this suit, if so can it be divided among the parties in interest in accordance with their interest therein without loss or injury? What is it worth?

Ans. Yes, I know the real estate it contains about 39 acres of land, one set of buildings only, can not be divided into three portions without loss or injury to some of the parties in my opinion. It is worth about \$3000.00.

Examiner's special.

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

Answer. I do not.

MAMIE D. CROWNER

The next witness called by the plaintiffs was J. G. McFarland, who being duly sworn, deposes and says:

Int. 1. Name, age and residence.

Ans. My name is J. G. McFarland. I am 55 years of age and have resided practically all my life in and near Burrisville, Queen Anne's Co., Md.

Int. 2. Are you familiar with the Joseph Johnson place located in that neighborhood and contains 39 acres of land, more or less, if yes how long have you known the same and the value thereof.

Ans. Yes I have known the Joseph Johnson property for many years, due to the poor entrance and the condition of the place at present time, I consider \$800.00 a fair value for it.

Examiner's special.

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

Answer. I do not.

J. G. McFarland

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 four witnesses, making the costs chargeable in said cause:

H. B. W. Mitchell, Examiner, - - - - -	\$8.00
Rosa Johnson Ross, witness, - - - - -	.75
William J. Ross, Witness, - - - - -	.75
Mamie D. Crowner, Witness, - - - - -	.75
J. G. McFarland, Witness, - - - - -	.75
	<hr/>
	\$11.00

H. B. W. MITCHELL
Examiner.

Plaintiff's Exhibits A and B
Filed with the Depositions will
be found recorded above immediately
following the Bill of Complaint.

DECREE FOR SALE OF REAL ESTATE
Filed April 3, 1939.

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

Rosa Johnson Ross and
William J. Ross, her husband,
Mamie D. Crowner,
Plaintiffs,

vs.

Annie M. Johnson,
Benjamin Crowner,
Defendants.

FINAL DECREE.

This cause standing ready for hearing and being submitted without argument, all the proceedings were read and considered.

It is thereupon this 31st day of March, in the year nineteen hundred and thirty nine, by The Circuit Court for Queen Anne's County in Equity and by the authority of said Court, adjudged, ordered and decreed that the property mentioned in these proceedings be sold; that Richard T. Earle of Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court or the Clerk thereof, in the penalty of Fifteen hundred (\$1500.00) Dollars, if corporate surety be given, otherwise in double said amount, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make sale, having given at least three weeks previous notice by advertisement, inserted in a newspaper or newspapers published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one third of the purchase money in cash on day of sale balance upon ratification of sale or all cash at the option of the purchaser, the credit payments to bear interest from the day of sale to be secured to the satisfaction of the trustee. The said Trustee shall return to this Court a full and particular account of his proceedings relative to said sale, with an annexed affidavit of the of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale and 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 claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or any of them; and the said Trustee shall bring into this Court the money arising from said sale and 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, distribute the balance thereof under any future order of this Court; and it is further ordered that a notice by said Trustee be given to the creditors of Joseph C. Johnson also known as Joseph Johnson to file their claims with the Clerk of this Court on or before the fifteenth day of July, 1939, against the estate of the said Joseph C. Johnson also known as Joseph Johnson, with proper vouchers thereto attached, or else be barred forever from sharing in the proceeds derived from the sale of the aforesaid real estate, provided that a copy of such notice to creditors be published in some newspaper printed and published in Queen Anne's County, once a week for four successive weeks before the 15th day of May, 1939.

THOMAS J. KEATING

Filed April 3rd, 1939.

NOTICE TO CREDITORS
Filed April 3, 1939

Cha. #3189.
NOTICE TO CREDITORS.

Notice is hereby given to the creditors of
Joseph C. Johnson, also known as
Joseph Johnson

To file their claims, with proper vouchers thereto attached, with the Clerk of the Circuit Court for Queen Anne's County, in Cause No. 3189, on or before the 15th. day of July, 1939, or else be forever barred from participating in the proceeds of sale of the real estate described in said cause, provided a copy of this notice be published once a week for four successive weeks before the 15th. day of May, 1939.

RICHARD T. EARLE
Trustee.

CERTIFIED COPY OF BOND
Filed April 4, 1939

Queen Anne's County, to wit: Be it remembered that on the 4th. day of April, 1939, the following Bond was filed for record, to wit:-

Know all men by these presents, that we, Richard T. Earle of Queen Anne's County, State of Maryland, as principal, and The Maryland Casualty Company, a body corporate duly authorized by its Charter to become sole surety on bonds, as surety, are held and firmly bound unto The State of Maryland in the full and just sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00)

current money to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of April, 1939.

Whereas, the Circuit Court for Queen Anne's County in Equity did by its decree passed in a cause wherein Rosa Johnson Ross et al. are plaintiffs and Annie M. Johnson et al. are defendants, being No. 3189 in said Court, appoint Richard T. Earle, Trustee, to execute said decree in the manner as therein set forth.

Now the condition of the above obligation is such that if the above bounden Richard T. Earle, do and shall well and faithfully 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 shall be void, otherwise to be and remain in full force and virtue in law.

RICHARD T. EARLE (SEAL)

The Maryland Casualty Company

Signed, sealed and delivered in presence of

By H. B. W. Mitchell Attorney in fact.

B. HACKETT TURNER

Corp.
Seal's
Place.

And on the back of the foregoing bond was thus endorsed, to wit:
Security approved and Bond filed April 4th, 1939.

A. Sydney Gadd, Jr., Clerk

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

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 118, 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 4th day of April, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's
Place.

REPORT OF SALE
Filed May 5, 1939

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

Rosa Johnson Ross and
William J. Ross, her husband,
Mamie D. Crowner,
Plaintiffs,

vs.

Annie M. Johnson
Benjamin Crowner,
Defendants.

#

Cause No. 3189.

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Richard T. Earle, Trustee in this cause, to your Honors respectfully shows.

That the trustee appointed in this cause to make sale of the real estate mentioned in this cause, by a decree of this Court dated March 31st., 1939, having filed approved corporate bond in the sum of \$1,500.00 as directed by this court, did advertise said property for sale in accordance with

a copy of said advertisement attached to a certificate of publication of same as attached to this report. That on May 2nd., 1939, in accordance with said advertisement, your trustee did through J. Elmer Anthony, Auctioneer, in front of the Court House door in Centreville, Md., after reading of said advertisement and announcing the further additional terms of sale, to wit: that the purchaser would pay all conty, and State taxes for the year 1939, insurance would be adjusted to day of sale, that the purchaser would have the rights of incoming tenants for the year 1940, and secure possession of the property Jan. 1st., 1940, did then and there between the hours of one and two o'clock, P. M., on May 2nd., 1939, offer said property for sale and sold the same to Louis L. Redding, he being then and there the highest bidder therefor at and for the sum of FIVE HUNDRED AND TWENTY FIVE DOLLARS (\$525.00) and that the said Louis L. Redding has complied with the terms of sale by paying one half of the purchase price upon day of sale and has agreed to pay the balance thereof upon ratification of sale.

Respectfully submitted,

RICHARD T. EARLE
Trustee.

I hereby certify that on this 5th. day of May, 1939, personally appeared before me, the Clerk of the Circuit Court for Queen Anne's County, Richard T. Earle, Trustee in this cause, and made oath in due form of law that the matters and facts set forth in the within and foregoing report of sale are true as therein stated and that said sale herein reported was fairly made. Witness my hand this 5th. day of May, 1939.

A. SYDNEY GADD JR.
Clerk.

Filed May 5th, 1939.

Certificate of Publication of
Sale is recorded immediately following
the Order of Court Ratifying Sale.

N I S I

Rosa Johnson Ross and William J. Ross, her husband, Mamie D. Crowner, Plaintiffs,	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
	)	IN EQUITY
VS)	
Annie M. Johnson Benjamin Crowner, Defendants.	)	CHANCERY No. 3189

ORDERED, This 5th day of May A. D., 1939, that the sale of the real estate made and reported in this cause by Richard T. Earle, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of June next.

The Report states the amount of sales to be \$525.00.

A. SYDNEY GADD JR. Clerk

Filed May 5, 1939.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed June 15, 1939.

N I S I

ROSA JOHNSON ROSS and WILLIAM J. ROSS her husband MAMIE D. CROWNER, Plaintiffs,	
vs.	
ANNIE M. JOHNSON, BENJAMIN CROWNER, Defendants.	

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3189.

ORDERED, This 5th day of May A. D., 1939, that the sale of real estate made and reported in this cause by Richard T. Earle, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of June next.

The Report states the amount of sales to be \$525.00.

A. SYDNEY GADD, JR., Clerk
True Copy-
Test: A. SYDNEY GADD, JR., Clerk

Filed May 5, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 13, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Rosa Johnson Ross and William J. Ross, her husband and Mamie D. Crowner, Plaintiffs, vs. Annie M. Johnson Benjamin Crowner, defendants 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 May, 1939, being more than four weeks before the 13th day of June, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY
Filed June 15, 1939.

CERTIFICATE OF PUBLICATION OF
NOTICE TO CREDITORS.
Filed July 24, 1939.

Chan. 3189.

NOTICE TO CREDITORS

Notice is hereby given to the creditors of JOSEPH C. JOHNSON, also known as JOSEPH JOHNSON,

To file their claims, with proper vouchers thereby attached, with the Clerk of the Circuit Court for Queen Anne's County, in cause No. 3186, on or before the 15th day of July, 1939, or else be forever barred from participating in the proceeds of sale of the real estate described in said clause; provided a copy of this notice be published once a week for four successive weeks before the 15th day of May, 1939.

RICHARD T. EARLE, Trustee
True Copy:
Test:- A. SYDNEY GADD JR. Clerk

THE QUEENSTOWN NEWS
M. W. Aker, Proprietor
Queenstown, Md.

Queenstown, Md. July 21st, 1939

The Queenstown News hereby certifies that the Notice to Creditors in the case of Rosa Johnson Ross, et. al. vs. Annie M. Johnson et. al., being cause No. 3189 in The Circuit Court for Queen Anne's County in Equity, a true copy of which is hereto annexed, was published in The Queenstown News, a weekly newspaper printed and published at Queenstown in Queen Anne's County, once a week for four successive weeks, the first publication thereof having been made on the Eighth day of April, 1939, being more than four weeks before the 15th day, of May, 1939.

The Queenstown News
By M. W. Aker
Publisher.

POWER OF ATTORNEY TO
RICHARD T. EARLE
Filed July 24, 1939.

To Richard T. Earle,
Attorney at law,
Centreville, Md.

Dear Sir:

We, do hereby constitute and appoint you as and for our attorney, for the purpose of filing a Bill for Partition in the Circuit Court for Queen Anne's County in Equity and to take any and all action that in your judgment is to our best interest to effect a sale of the real estate of which Joseph C. Johnson died seized and possessed and the distribution of the proceeds to be derived therefrom among the heirs of the said Joseph C. Johnson.

ROSA JOHNSON ROSS

MAMIE J. CROWER

WM. J. ROSS

Filed July 24th, 1939

ORDER OF COURT
Filed July 28, 1939.

Ordered, by the Circuit Court for Queen Anne's County in Equity this 27th day of July 1939 that the sale of the real estate made and reported by Richard T. Earle, Trustee in the aforesaid cause of Rosa Johnson Ross et al vs. Annie M. Johnson et al, being No. 3189 in said Court, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding order nisi. The trustee is allowed the usual commissions and all expenses not personal, upon producing proper vouchers therefor before the auditor.

J. OWEN KNOTTS
Judge.

Filed July 28th, 1939.

CERTIFICATE OF PUBLICATION
OF SALE
Filed May 5, 1939.

TRUSTEE'S SALE
of Valuable
REAL ESTATE

That under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity passed on the 31st day of March, 1939, in a cause in said Court therein Rosa Johnson Ross et al. are the plaintiffs and Annie M. Johnson et al are the defendants, being cause No. 3189 in said Court, the undersigned trustee will offer at public sale in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MAY 2, 1939 Between the hours of 1 and 2 o'clock P. M., the following real estate, situate near Burrisville, adjoining the lands of Luther L. Gadd and wife, Howard Wood, Jr. and wife, Harry B. Wilmer and others and containing 39 acres of land, more or less, being the same land of which Joseph C. Johnson also known as Joseph Johnson died, seized and possessed and which was conveyed to the said Joseph C. Johnson or Joseph Johnson by deeds duly recorded in Liber S. J. W. No. 5 folio 89 & etc., and Liber S. S. No. 4, folios 499 & etc., Land Record Books for Queen Anne's County.

This property has a frame dwelling house in fair condition and fair outbuildings.

TERMS OF SALE: One-half the purchase money cash on day of sale, the balance to be paid upon ratification of sale. Deferred payments to draw interest from day of sale. Revenue stamps and title papers at cost of the purchaser. Other terms to be made known on day of sale.

RICHARD T. EARLE
Trustee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 5, 1939

THE QUEEN ANNE'S-RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale of Valuable real estate in the case of Richard T. Earle, Trustee, vs. Rosa Johnson Ross, et al. Plaintiffs vs. Annie M. Johnson, 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 6th day of April, 1939, being more than twenty days before the 2d. day of May 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed May 5th, 1939.

REPORT AND ACCOUNT OF THE
AUDITOR
Filed Sept. 6, 1939.

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

Rosa Johnson Ross, et al

versus

Annie M. Johnson, et al

Cause No. 3189

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, made in connection with the annexed estate unto Your Honors, respectfully set forth.

The proceedings of this cause were instituted and have been conducted to secure a sale of the land sold herein for the purpose of partition of the proceedings of sale among the heirs of one Joseph C. Johnson, who owned said land when he died.

The heirs at law of said Joseph C. Johnson were Annie M. Johnson, Rosa Johnson Ross, and Mamie J. Crowner who each owned at the time of the decree one-third part of the land so that each is entitled to one-third part of the net proceeds of the sale of this cause.

Joseph C. Johnson left no personal estate and therefore notice to his creditors was ordered by the decree passed in this cause to be given in accordance with Section 114 of Article 93 of the Code of Maryland, and it appears that this notice was given.

Four claims have been filed in this cause decreed as follows, to wit:

- (1) Claim of Annie M. Johnson versus Richard T. Earle, trustee, for part of the funeral expenses of Joseph C. Johnson.
- (2) Claim of Conwell Banton, M. D., for medical services rendered Joseph C. Johnson.
- (3) Claim of A. G. McFarland against the estate of Joseph C. Johnson which reports to a pump on the land sold.
- (4) Claim of Rosa Johnson Ross for taxes paid by her on the land sold, in form of a tax bill.

While these claims have been filed, no creditors' petition for the payment of the same out of the sales of the cause has been filed and it does not appear with certainty from the claims that they are the debts of the deceased.

The objections mentioned above have been obviated by orders signed by the three heirs of Joseph C. Johnson, above mentioned, and filed with the auditor by which the auditor by which the auditor is directed to provide for the payment of these claims out of the money to which they are entitled in this cause.

The auditor considers these orders assignments made by the parties executing the same of their interests in the net sales in favor of the persons filing the claims mentioned and has treated them as such in the annexed account. These orders are attached to this report and account as part of the same.

The auditor has stated the within account by first charging Richard T. Earle, the trustee of the cause, with the amount of the sale made by him and has then allowed thereout as follows:

- (1) Unto the trustee, his commissions, Court costs, and the costs incident to the sale and this trust estate.
- (2) Unto Richard T. Earle in trust the amount of each claims filed as above set forth to be paid by him to the claimant filed in the claim.

(3) Unto three heirs mentioned, the sale so charged unto the trustee less the allowances mentioned above in equal part.

Which is respectfully submitted

MADISON BROWN
Auditor.

September 5, 1939.

Cause No. 3189

The proceeds of the sale of the real estate of Annie M. Johnson, Rose Johnson Ross and Mamie J. Crowner, heirs at law of Joseph C. Johnson, deceased, in account with Richard T. Earle as the trustee for the sale of said real estate.

CR.

1939
May 2

By amount of the gross sale of said real estate per report of sale filed by the trustee, to wit:
the sum of \$ 525.00

DR.

" "	To Richard T. Earle, trustee, for his commissions for making the mentioned sale, the sum of	\$36.63	
" "	To do., for the court costs of this cause for statement of clerk of court, exhibited, as follows:		
	Appear. fee of R. T. Earle	\$10.00	
	Costs of said clerk,	30.00	
	Costs of examiner,	8.00	
	Fees of witnesses,	3.00	
		<u>\$51.50</u>	\$51.50
" "	To do., for amount paid Queen Anne's Record-Observer Co., for costs of advertising in county newspaper, Notices of the sale,	\$27.00	
	Order nisi on sale,	5.00	
	per receipted account exhibited . . .	<u>\$32.00</u>	\$32.00
" "	To do., for amount paid M. W. Aker, editor of Queenstown News, for costs of advertising Notice to creditors,	\$ 4.50	
	Order of publication,	10.50	
	per receipted account exhibited, . . .	<u>\$15.00</u>	\$15.00
" "	To do., for 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 costs of his bond filed herein paid the corporate surety on the bond, per receipted account for same exhibited, the sum of		\$10.00
" "	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 Madison Brown, the auditor for his fee for stating this account, the sum of		<u>\$ 9.00</u>
		\$167.63	
	To balance carried forward, to wit:	<u>357.37</u>	
		\$525.00	\$ 525.00

Cause No. 3189.

CR.

By amount brought forward, to wit: the sum of \$ 357.37

DR.

To Annie M. Johnson, Rosa Johnson Ross, Mamie J. Crowner, use of Richard T. Earle, in trust

(1) To be paid to Annie M. Johnson to reimburse her for that part of funeral expenses of Joseph C. Johnson now due her, the sum of	\$ 125.00
(2) To be paid to Annie M. Johnson to re-imburse her for certain medical services rendered Joseph C. Johnson by a physician and paid to him by her the sum of	9.00
(3) To be paid to A. G. McFarland for costs of repairs made by him to a pump on land sold, the sum of	19.60
(4) To be paid to Rosa Johnson Ross for taxes paid by her on the land sold the sum of	<u>16.55</u>
Total amount to be paid said Richard T. Earle	\$ 170.15
Amount of balance carried forward	<u>187.22</u>
	\$ 357.37 \$ 357.37

CR.

By balance brought down to wit: the sum of \$ 187.22

DR.

To Annie M. Johnson, the sum of	\$ 62.41
To Rosa Johnson Ross, the sum of	62.41
To Mamie J. Crowner, the sum of	<u>62.40</u>
	\$ 187.22 \$ 187.22

September 5, 1939.

MADISON BROWN
Auditor.

Filed September 6th, 1939.

To Mr. Madison Brown, Auditor for The Circuit Court for Queen Anne's County:

Dear Sir:

I, the undersigned, who with Rosa J. Ross and Mamie D. Crowner are the only heirs at law of Joseph Johnson sometimes known as Joseph C. Johnson, deceased, hereby authorize and empower you in stating an audit in cause No. 3189 in said Court, to allow as preference claims, the following, to wit:

Claim of Annie M. Johnson to re-emburse her for funeral expenses of the deceased, paid by her -----	\$125.00
Annie M. Johnson for medical services paid by her incurred by the deceased in his last illness-----	9.00
To A. G. McFarland for repairs to pump on the property of the deceased, said repairs being made after the death of Joseph Johnson	19.60
To Rosa Johnson Ross to re-emburse her for taxes paid on property of the said Joseph Johnson after his death-----	16.65

The above mentioned claims to have preference and priority over any and all sums that might be distributed to us or any of us, as heirs at law of the said Joseph Johnson and to have the same effect as if our interest in said net proceeds had been assigned to that extent.

Witness my hand and seal this 2nd day of September, 1939.

Test: OLGA J. STREETT

ANNIE H. JOHNSON (SEAL)

Notary
Public
Seal.

This paper was filed with me as Auditor and is filed or attached to the audit in the case as part thereof.

MADISON BROWN,
Auditor.

Filed Sept. 6th, 1939.

To Mr. Madison Brown, Auditor for The Circuit Court for Queen Anne's County:

Dear Sir:

We, the undersigned, who with Annie M. Johnson are the only heirs at law of Joseph Johnson sometimes known as Joseph C. Johnson, deceased, hereby authorize and empower you in stating an audit in case No. 3189 Chan. in said Court, to allow as preference claims, the following, to wit:

- Claim of Annie M. Johnson to re-emburse her for funeral expenses of the deceased, paid by her -----\$125.00
- Annie M. Johnson for medical services paid by her incurred by the deceased in his last illness----- 9.00
- To A. G. McFarland for repairs to pump on the property of the deceased said repairs being made after the death of Joseph Johnson ----- 19.60
- To Rosa Johnson Ross to re-emburse her for taxes paid on property of the said Joseph C. Johnson after his death----- 16.65

The above mentioned claim to have preference and priority over any and all sums that might be distributed to us or any of us, as heirs at law of the said Joseph Johnson and to have the same effect as if our interest in said net proceeds had been assigned to that extent.

Witness our hands and seals, this day of , 1939.

ROSA J. ROSS (SEAL)

MAMIE D. CROWNER (SEAL)

Test:

WILLIAM J. ROSS

This paper was filed with me as Auditor and is filed or attached to the audit in the case as part thereof.

MADISON BROWN
Auditor.

Filed Sept. 6th, 1939.

NISI RATIFICATION OF AUDIT

Rosa Johnson Ross, et. al.	}	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
Annie M. Johnson, et. al.		IN EQUITY
		CASE No. 3189.

ORDERED, This 6th. day of September in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of September, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of September, 1939; in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed September 6th, 1939.

CERTIFICATE OF PUBLICATION
OF NISI TO AUDIT
Filed Sept. 20, 1939.

NISI RATIFICATION OF AUDIT

Rosa Johnson Ross, et. al.
 vs.
 Annie W. Johnson, et. al.

In the Circuit Court for Queen Anne's County In Equity Cause No. 3189

ORDERED, This 6th day of Sept. in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of Sept. 1939; provided a copy of this order be published once a week in each of two successive weeks before the 23th day of Sept., 1939, in some newspaper printed published in Queen Anne's County.

A. SYDNEY GADD, Jr., Clerk.

True Copy:

Test:-A. SYDNEY GADD, Jr., Clerk.

Filed September 6th, 1939.

THE QUEENSTOWN NEWS

M. W. Aker, Proprietor
 Queenstown, Md.

Sept. 20, 1939.

The Queenstown News hereby certifies that the Nisi Ratification of Audit, in the case of Rosa Johnson Ross et al vs. Annie W. Johnson et al, in the Circuit Court for Queen Anne's County in Equity, a true copy of which is hereto annexed, was published in the Queenstown News, a weekly newspaper printed and published at Queenstown in Queen Anne's County, once a week in each of two successive weeks before the 23rd day of September, 1939, the first publication thereof having been made September 9th.

The Queenstown News
 M. W. Aker
 Publisher

Filed September 20, 1939.

ORDER OF COURT
 Filed Oct. 4, 1939.

It is hereupon ORDERED this 2nd day of October in the year nineteen hundred and thirty nine by The Circuit Court for Queen Anne's County in Equity, that the Report and Account of Madison Brown, Auditor, filed in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as per certificate of Nisi to said Ratification of Report and Account, and Richard T. Earle, Trustee, is hereby directed, authorized and empowered to distribute said proceeds of sale in accordance with said report and account, and to distribute all interest on deferred payments to those entitled thereto.

J. OWEN KNOTTS
 Judge.

Filed October 4th, 1939

CAUSE NO. 3201.

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

H. B. W. Mitchell,
Assignee,

vs.

Martin B. Rappold and
Mabel V. Rappold, his
wife, Mortgagors.

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

A. Sydney Gadd, Jr., Clerk:

You will please docket suit as per above titling and file certified copies of the two mortgages from Martin B. Rappold and Mabel V. Rappold, his wife, to E. S. Adkins and Company, a body corporate, one dated the 18th. day of November, 1933, and recorded in liber B. H. T. No. 17, a land record book for Queen Anne's County, folio 5, and the other dated the 8th. day of December, 1934, and recorded in liber B. H. T. No. 18, a land record book for said county, folio 499, and the assignments of said mortgages.

H. B. W. MITCHELL
Attorney.

Filed February 22nd, 1939.

CERTIFIED COPY OF MORTGAGE
Filed Feb. 22, 1939.

.....
#16,364. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on the Twentieth day of November, in the year nineteen hundred and thirty three, the following Mortgage and assignment was brought to be recorded, to wit:

THIS MORTGAGE, made this eighteenth day of November, in the year nineteen hundred and thirty three, by Martin B. Rappold and Mabel V. Rappold, his wife.

WHEREAS, said Martin B. Rappold and Mabel V. Rappold are jointly and severally indebted unto E. S. Adkins and Company, a body corporate, duly incorporated under the laws of the State of Delaware, in the full and just sum of one thousand dollars, representing the unpaid purchase money for the land premises hereinafter described, which said sum and the interest to accrue thereon at the rate of six per centum per annum, are to be paid as follows, that is to say: Interest on the whole principal mortgage indebtedness and fifty dollars or more of the principal mortgage indebtedness are to be paid each and every three months from this date or four times yearly for a period of two years and nine months from this date, the whole amount of the said principal mortgage indebtedness or the amount thereof then remaining unpaid is to be paid, together with interest accrued thereon, at the expiration of three years from this date, and said Martin B. Rappold and Mabel V. Rappold have drawn and passed unto said E. S. Adkins and Company, a body corporate, their promissory note of even date herewith for the sum of one thousand dollars and interest payable three months after date at The Truckers and Savings Bank, Pittsville, Maryland, representing said mortgage indebtedness and interest, which said promissory note is to be renewable each and every three months upon the payment of the interest thereon and fifty dollars or more of the principal every three months, provided, the whole amount with interest is to be paid at the expiration of three years from this date as above set forth, and there was an express condition precedent to the conveyance by E. S. Adkins and Company unto said Martin B. Rappold and Mabel V. Rappold, his wife, of the land hereinafter described that the unpaid purchase money therefor, to wit: One thousand dollars together with the interest to accrue thereon were to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of one thousand dollars, the said Martin B. Rappold and Mabel V. Rappold, his wife, do hereby grant and convey unto the said E. S. Adkins and Company, a body corporate, its successors and assigns,

all that lot or parcel of land called or known as "The Luther Baxter Filling Station Property", improved by the paraphernalia of a gasoline and oil filling station and frame dwelling house situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the South of the concrete or state road leading from Queenstown to

Stevensville on Kent Island, bounded on the North by said road, on the East by the Stevensville Cemetery lot of land, on the West by the land of Charles M. Bright and Harry T. Hopkins and on the South by the land of Charles Stevens, and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same at a point on the South side of said road, which point is the northwest corner of the Cemetery land and is located South sixty eight degrees forty minutes East of the northeast corner of the Stevensville High School lot of land and of the northwest corner of the land of Charles M. Bright and Harry T. Hopkins, and running from said Point of beginning South, twenty two degrees twenty minutes West, two hundred feet to a point; thence North, sixty eight degrees forty minutes West, a distance of one hundred feet to a point; thence north, twenty two degrees twenty minutes East, a distance of two hundred feet to a point on said road; thence South, sixty eight degrees forty minutes East, a distance of one hundred feet to the place of beginning, containing .46 of an acre of land, more or less, and being the same land that was conveyed by said E. S. Adkins and Company, a body corporate, by deed of even date herewith and to be recorded among the land record books for Queen Anne's County immediately preceding this mortgage unto said Martin B. Rappold and Mabel V. Rappold, his wife.

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 Martin B. Rappold and Mabel V. Rappold or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said E. S. Adkins and Company, a body corporate, its successors or assigns, the aforesaid sum of one thousand dollars together with interest thereon four times yearly as above set forth, the whole amount of said mortgage indebtedness and interest to be fully paid at the expiration of three years from this date as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void.

AND until default be made in any of the covenants of this mortgage the said Martin B. Rappold and Mabel V. Rappold, their heirs and assigns, shall possess said property.

AND the said Martin B. Rappold and Mabel V. Rappold for themselves, their and each of their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, its successors, or assigns, to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said E. S. Adkins and Company, a body corporate, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of the debt and interest intended to be secured by this mortgage and to deliver, upon demand, to the mortgagee, E. S. Adkins and Company, its successors, or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all monies owing hereunder or secured hereby shall be due and demandable and the said E. S. Adkins and Company, 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 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 ceree 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 Martin B. Rappold and Mabel V. Rappold or the person or persons then entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said E. S. Adkins and Company, 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 Martin B. Rappold and Mabel V. Rappold for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby coven-

ant to pay.

Witness our hands and seals.

MARTIN B. RAPPOLD (SEAL)

Witness:

MABEL V. RAPPOLD (SEAL)

VERNA CROWL

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

I hereby certify that on this 18th. day of November, in the year nineteen hundred and thirty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Martin B. Rappold and Mabel V. Rappold, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act and deed, and at the same time also personally appeared before me Samuel F. M. Adkins, the agent of the mortgagee, E. S. Adkins and Company, a body corporate, and made oath that the consideration stated in the within and foregoing mortgage was true and bona fide as therein set forth, and at the same time also made oath that he was the agent of E. S. Adkins and Company, a body corporate, the mortgagee, and duly authorized to make this affidavit.

VERNA CROWL
Notary Public

Notary
Public
Seal

For value received, the within and foregoing mortgage is hereby transferred and assigned unto The Truckers and Savings Bank, Pittsville, Md.

IN TESTIMONY WHEREOF the E. S. Adkins and Company, a body corporate, has caused this assignment to be signed by its president and its corporate seal to be hereto affixed and attested by its secretary, this 18th. day of November, 1933.

E. S. ADKINS AND COMPANY, a body
corporate,

by FRED P. ADKINS
President.

Attest:

Harry C. Adkins
Secretary

Seal's
Place.

Witness:

Alton E. Hughes

Queen Annes County, to wit: Be it remembered that on Sixth day of December, in the year Nineteen Hundred and thirty-seven the following Assignment was brought to be recorded, to wit:

For value received, The Truckers and Savings Bank of Pittsville, a body corporate under the Laws of the State of Maryland, hereby assign, the within and foregoing mortgage to Jos. W. A. Evans, Grasonville, Maryland, without recourse in any event.

As witness the Corporate seal of The Truckers and Savings Bank of Pittsville, a body corporate as aforesaid, and the signature of N. J. Weimbrow its President, attested by Jas. A. Davis, its Cashier, this 1st day of December, in the year 1937.

The Truckers and Savings Bank of
Pittsville, N. Jerome Winbrow
President.

Test: Jas. A. Davis
Cashier

Corporate
Seals
Place.

Queen Anne's County, to wit: Be it remembered that on the twenty second day of February, in the year Nineteen Hundred and thirty-nine the following Assignment was filed for record, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this 20th day of February, in the year nineteen hundred and thirty nine.

Joseph W. A. Evans (SEAL)

Witness:

Frank Y. Whiteley

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 17, folios 5, 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 22nd day of February, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's Place.

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#16,873. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Tenth day of December, in the year nineteen hundred and thirty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Eighth day of December, in the year nineteen hundred and thirty four, by Martin B. Rappold and Mabel V. Rappold, his wife, of Queen Anne's County, State of Maryland.

WHEREAS, said Martin B. Rappold and Mabel V. Rappold are jointly and severally indebted unto E. S. Adkins and Company, a body corporate, in the full and just sum of one thousand, one hundred and three dollars and seventy three cents (\$1,103.73), together with interest on said sum from November 1st., 1934, which said sum, together with interest thereon at the rate of six per centum per annum, are to be paid in the following manner, that is to say: There is to be paid on the whole amount interest each and every month from November 1st., 1934 and there is to be paid each and every month from November 1st., 1934 and there is to be paid each and every month beginning on the 1st. of January, 1935, \$50.00 on the principal indebtedness mentioned above, and these payments of \$50.00 each and every month on the principal indebtedness and interest on the whole amount of unpaid principal each and every month from November 1st, 1934, are to be made until the whole amount of principal of \$1,103.73, together with interest thereon at the rate of six per centum per annum are fully paid.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of \$1,103.73, the said Martin B. Rappold, and Mabel V. Rappold, his wife, do hereby grant and convey unto the said E. S. Adkins and Company, a body corporate, all that lot or parcel of land called or known as "The Luther Baxter Filling Station Property", improved by the paraphernalia of a gasoline and Oil filling station and frame dwelling house, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the South of the concrete or state road leading from Queenstown to Stevensville on Kent Island, bounded on the North by said road, on the East by the Stevensville Cemetery lot of land, on the West by the land of Charles M. Bright and Harry T. Hopkins and on the South by the land of Charles Stevens, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point on the South side of said road, which point is the northwest corner of the cemetery land and is located South 68 degrees, forty minutes East of the northeast corner of the Stevensville High School lot of land and of the northwest corner of the land of Charles M. Bright and Harry T. Hopkins, and running from said point of beginning South 22 degrees 20 minutes West, two hundred feet to a point, thence North, 68 degrees 40 minuwest West, a distance of one hundred feet to a point; thence North, 22 degrees, 20 minutes East, a distance of two hundred feet to a point on said road; thence South, 68 degrees 40 minutes East a distance of one hundred feet to the place of beginning, containing .46 of an acre of land, more or less, and being the same land that was conveyed by said E. S. Adkins and Company, a body corporate, unto said Martin B. and Mabel V. Rappold by deed dated November 18th., 1933, and recorded in liber B. H. T. No. 17, a land record book for Queen Anne's County, folio 4.

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

TO HAVE AND TO HOLD the aforesaid land and premises unto and to the proper use and benefit of SAID E. S. Adkins and Company, a body corporate, its successors and assigns forever.

PROVIDED that if the said Martin B. and Mabel V. Rappold or either of them, their or either of their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of one thousand, one hundred and three dollars and seventy three cents (\$1,103.73) together with interest thereon as above set forth and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Martin B. Rappold and Mabel V. Rappold, 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 the said Martin B. Rappold and Mabel V. Rappold for themselves, their and each of their heirs, executors, administrators and assigns, hereby covenant or pay, as they severally fall due, the mortgage debt and interest intended to be secured hereby, all taxes and assessments, public dues and charges of every kind, levied or assessed or that may be levied or assessed on said hereby mortgaged property, and all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either.

BUT if default be made in payment of said mortgage debt, or the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt and all moneys owing hereunder or secured hereby shall be deemed due and demandable, and the said E. S. Adkins and Company, its successors and assigns, or H. B. W. Mitchell, its and their Attorney, are hereby authorized and empowered, at any time after such default, to sell the property hereby mortgaged, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the person making said sale may deem expedient, which said sale may be at public auction to the highest bidder, and for cash, or for cash and credit, at the option of the person making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, the premiums on any bond that may be filed among the proceedings by the person making the said sale, and a commission to the person making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND it is covenanted and agreed that after default be made in this Mortgage and the foreclosure of this Mortgage under the powers hereby granted shall be begun by the insertion of the advertisement or notice of sale in some newspaper as hereinbefore provided, the said Mortgagee, 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 the said Mortgage indebtedness in satisfaction thereof unless the tender of said Mortgage indebtedness be accompanied by the payment of all expenses incurred for the said advertisement or notice of sale, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage, and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the commission allowed to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County in Equity, but the said tender be made by the Mortgagors, their personal representatives or assigns, of the Mortgage indebtedness, principal and interest, and the costs, expenses and commission aforesaid, which said costs, expenses and commission the said Mortgagors, for themselves, their and each of their heirs, personal representatives and assigns, covenant to pay to the person executing the said power of sale if tender of said Mortgage indebtedness, principal and interest, be made prior to the sale.

AND the said Martin B. Rappold and Mabel V. Rappold, for themselves, their and each of 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, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand dollars and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

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

WITNESS the hand and seal of the said Mortgagors.

MARTIN B. RAPPOLD (SEAL)

TEST:

MABEL V. RAPPOLD (SEAL)

GEORGE T. HOBBY

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

I HEREBY CERTIFY, That on this 8th day of December, in the year nineteen hundred and THIRTY FOUR, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Martin B. Rappold and Mabel V. Rappold, his wife, and each acknowledged the foregoing mortgage to be their respective act. And at the same time also personally appeared before me Virgil Freeny, the agent of E. S. Adkins and Company, a body corporate, the mortgagee, and made oath that the consideration stated in the within and foregoing mortgage was true and bona fide as therein set forth, and at the same time also made oath that he was the agent of the said mortgagee and duly authorized to make this affidavit.

GEORGE T. HOBBY
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the Ninth day of January, in the year nineteen hundred and thirty five, the following Mortgage was brought to be recorded, to wit:-

For Value Reveived: E. S. Adkins & Company a Delaware Corporation hereby assigns the within mortgage unto Virgil R. Freeny, as witness the corporate seal, the signature of Fred. P. Adkins, its present, attested by Harry C. Adkins, its secretary, this 14th day of December 1934.

E. S. ADKINS & COMPANY

By FRED P. ADKINS
President.

ATTESTED

by HARRY C. ADKINS
Secretary.

Corporate
Seal's
Place.

Queen Anne's County, to wit: Be it remembered that on the thirty first day of December in the year Nineteen Hundred and thirty-six the following Assignment was filed for record, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage unto Joseph W. A. Evans, without recourse or guarantee.

Witness my hand and seal this 31st day of December, 1937.

VIRGIL R. FREENY (SEAL)

Witness H. B. W. Mitchell

Queen Anne's County, to wit: Be it remembered that on the twenty-second day of February, in the year nineteen hundred and thirty nine the following Assignment was filed for record, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this 20th day of February, in the year Nineteen hundred and thirty nine.

Witness:

Joseph W. A. Evans (SEAL)

Frank Y. Whiteley

State of Maryland,

Queen Anne's County,

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 18, folios 499, 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 22nd. day of February, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's
Place.

CERTIFIED COPY OF BOND
Filed March 20, 1939.

Queen Anne's County, to wit: Be it remembered that on the 20th day of March, 1939, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars to be paid to the said state or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 15th. day of March, in the year nineteen hundred and thirty nine.

WHEREAS, the said H. B. W. Mitchell is about to execute the power of sale contained in each of two mortgages from Martin B. Rappold and Mabel V. Rappold, his wife, to E. S. Adkins and Company, a body corporate, one dated November 18th., 1933, and recorded in liber B. H. T. No. 17, a land record book for Queen Anne's County, folio 5, and the other dated December 8th., 1934, and recorded in liber B. H. T. No. 18, a land record book for said county, folio 499, and by mesne assignments duly assigned unto the said H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgages.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, the said H. B. W. Mitchell, do and shall abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

H. B. W. MITCHELL (SEAL)

MARYLAND CASUALTY COMPANY

By H. B. W. Mitchell
Attorney-in-Fact.

Signed, sealed and
delivered in the
presence of

KATHERINE C. MORRIS

Corp.
Seal's
Place.

And on the back of the foregoing bond was thus endorsed, to wit:
Security approved and Bond filed March 20th, 1939.

A. Sydney Gadd Jr.
Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 116, 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 20th day of March, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal
of Clerk
of Court

REPORT OF SALE
Filed March 22, 1939.

H. B. W. Mitchell, Assignee,
vs.
Martin B. Rappold and Mabel
V. Rappold, his wife, Mortgagors.

In the Circuit Court for
Queen Anne's County, in
Equity No. 3201.

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, Assignee for foreclosure and collection of the two mortgages from Martin B. Rappold and Mabel V. Rappold, his wife, to E. S. Adkins and Company, a body corporate, one dated November 18th., 1933, and recorded in liber B. H. T. No. 17, a land record book for Queen Anne's County, folio 5, and the other dated December 8th., 1934, and recorded in liber B. H. T. No. 18, a land record book for said county, folio 499, both of said mortgages by mesne assignments having been assigned unto said H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of both of said mortgages, certifies copies of said mortgages and the assignments of both of them being filed in the above proceedings, to your Honors respectfully shows:

1. That under and by virtue of the power of sale contained in each of said mortgages, default having been made in the payment of the principal mortgage debts secured by said mortgages, interest thereon and state and county taxes levied against 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 Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, did, pursuant to said notice and advertisement, attend in front of the court house door, in Centreville, Maryland, on Tuesday, March 21st., 1939, at the hour of 1 o'clock p. m., and did then and there proceed to sell the land and premises described in said mortgages, in the following manner, that is to say:

2. After the said H. B. W. Mitchell, Assignee as aforesaid, had read the advertisement and had announced that that all taxes levied against said property and remaining unpaid and due on the 1st. of January, 1939 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 or parcel of land described in said mortgages, consisting of all that lot and/or parcel of land known as "The Luther Baxter Filling Station Property", improved by dwelling house and store, situated on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the South side of the concrete state road leading from Queenstown to Stevensville, bounded on the North by said road, on the East by the Stevensville Cemetery lot of land, on the West by the land of Charles M. Bright and Harry T. Hopkins and on the South by the land of Charles Stevens, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point on the South side of said road, which point is the northwest corner of the Cemetery land and is located South 68 degrees, 40 minutes East of the northeast corner of the Stevensville High School lot of land and of the northwest corner of the land of Charles M. Bright and Harry T. Hopkins and running from said point of beginning South 22 degrees 20 minutes West two hundred feet to a point; thence North 68 degrees 40 minutes West a distance of one hundred feet to a point; thence North 22 degrees 20 minutes West a distance of two hundred feet to a point on said road, thence South 68 degrees 40 minutes East, a distance of one hundred feet to the place of beginning, containing .46 of an acre of land, more or less, together with the buildings and improvements thereon, and sold the same to Joseph W. A. Evans, he being then and there the highest bidder therefor, at and for the sum of twenty five hundred dollars, and he has paid two hundred dollars, on account of the purchase money and your Assignee feels confident he will make satisfactory settlement of the balance. All of which is respectfully submitted.

H. B. W. MITCHELL
Assignee.

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

I hereby certify that on this 22nd. day of March, in the year 1939, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Assignee of mortgages, and made oath that the matters and things stated in the foregoing report of sale were true as therein set forth to the best of his knowledge and belief and that the sale was fairly made.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for
Queen Anne's County.

Filed March 22, 1939.

CERTIFICATE OF PUBLICATION OF SALE
is recorded immediately following
ORDER OF COURT ratifying sale.

N I S I

H. B. W. Mitchell, Assignee,	)	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
Martin B. Rappold and		IN EQUITY
Mabel V. Rappold, his wife,		CHANCERY NO. 3201

ORDERED, This 22nd day of March A. D., 1939, that the sale of real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24 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 24th day of April next.

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

A. SYDNEY GADD JR. Clerk.

Filed March 22, 1939.

CERTIFIED COPY OF BOND
Filed June 7, 1939.

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to be come sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars (in addition to the penalty of the bond heretofore filed in this case) to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 7th. day of June, nineteen hundred and thirty nine.

WHEREAS, the said H. B. W. Mitchell has executed the power of sale contained in each of two mortgages from Martin B. Rappold and Mabel V. Rappold, his wife, to E. S. Adkins and Company, a body corporate, one dated November 18th., 1933, and recorded in liber B. H. T. No. 17, a land record book for Queen Anne's County, folio 5, and the other dated December 8th., 1934, and recorded in liber B. H. T. No. 18, a land record book for Queen Anne's County, folio 499, and by mesne assignments duly assigned unto the said H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgages.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, the said H. B. W. Mitchell, do and shall abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and
delivered in the
presence of

KATHERINE C. MORRIS
Katherine C. Morris

MARYLAND CASUALTY COMPANY

By H. B. W. Mitchell
Attorney-in-fact

H. B. W. Mitchell
Attorney-in-fact.

Seal's
Place.

And on the back of the foregoing Bond is the following endorsement, to wit:

Additional Bond. Security approved and Bond filed
June 7th, 1939.

A. Sydney Gadd Jr. Clerk

State of Maryland,

Queen Anne's County, to wit;

I hereby certify that the foregoing is truly taken and copied from the Original Bond filed and now remaining in this Office.

In testimony whereof I have hereunto subscribe my name and affixed the seal of the Circuit Court for Queen Anne's County this 7th. day of June, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's Place.

STATEMENT OF MORTGAGE DEBT
Filed June 29, 1939.

H. B. W. Mitchell, Assignee,

vs.

Martin B. Rappold
and
Mabel V. Rappold, his wife,
Mortgagors.

In the Circuit Court for Queen
Anne's County, in Equity.
No. 3201.

STATEMENT OF MORTGAGE DEBT.

1935
August 24,

To amount of balance due on mortgage from Martin B. Rappold and Mabel V. Rappold, his wife, to E. S. Adkins and Co., dated 18th. of November 1933, and recorded in liber B. H. T. No. 17, a land record book for Queen Anne's County, folios 5 etc., and by mesne assignments assigned assigned unto Joseph W. A. Evans and by him assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection, \$700.00

Interest on \$700.00 from August 24, 1935, to March 21st., 1939, (day of sale), 3 years, 6 months and 27 days, - - - - - 150.15
\$850.15

1935
August 24,

To amount due on mortgage from Martin B. Rappold and Mabel V. Rappold, his wife, to E. S. Adkins and Company, dated 8th. of December, 1934, and recorded in liber B. H. T. No. 18, a land record book for Queen Anne's County, folios 499 etc., and by mesne assignments assigned unto Joseph W. A. Evans and by him assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection, \$1,103.73

Interest on \$1,103.73 from August 24th, 1935, to March 21st., 1939, (day of sale), 3 years, 6 months and 27 days, - - - - - 236.75 \$1340.50
\$2190.65
5% Attorney's Commissions - - - - - 109.53
\$2300.18

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

I hereby certify that on this 29th. day of June, 1939, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Joseph W. A. Evans and made oath that the within and foregoing statement of mortgage debt was true and bona fide as therein set forth.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen
Anne's County.

Filed June 29, 1939.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed August 9, 1939.

N I S I

H. B. W. MITCHELL, Assignee,

vs.

MARTIN B. RAPPOLD and
MABEL V. RAPPOLD, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3201.

ORDERED, This 22nd day of March A. D., 1939, that the sale of real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of April next.

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

A. SYDNEY GADD, JR., Clerk.

True Copy-

Test:

A. SYDNEY GADD, JR., Clerk
Filed March 22, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 10, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, Assignee, vs. Martin B. Rappold and Mabel V. Rappold, 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 23d. day of March, 1939, being more than four weeks before the 24th day of April, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING
CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed August 12, 1939.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 9th day of August, 1939, that the sale made and reported in the aforesaid cause of H. B. W. Mitchell, Assignee of Mortgages, vs. Martin B. Rappold and Mabel V. Rappold, his wife, being cause No. 3201 on the Chancery Docket of the Circuit Court for Queen Anne's County, in Equity, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary 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 mortgages and all expenses not personal, upon producing the proper vouchers therefor before the Auditor.

J. OWEN KNOTTS
Judge.

Filed August 12, 1939.

CERTIFICATE OF PUBLICATION OF SALE
Filed March 22, 1939.PUBLIC SALE
-OF-
LOT OF LANDIMPROVED BY DWELLING AND AND STORE HOUSE,
UNDER MORTGAGE.

Under and by virtue of the power of sale contained in two mortgages from Martin B. Rappold and Mabel V. Rappold, his wife, to E. S. Adkins and Company, a body corporate, one dated November 18th, 1933, and recorded in Liber B. H. T. No. 17, a land record book for Queen Anne's County, folio 5 and the other dated December 8th, 1934 and recorded in Liber B. H. T. No. 18, a land record book for said county, folio 499, both of said mortgage by mesne assignments having been assigned unto Jos. W. A. Evans and by said Evans having been assigned unto the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of both of said mortgages, the undersigned will sell at public auction in front of the court house door in Centreville, Maryland, TUESDAY, MARCH 21, 1939, at the hour of one o'clock P. M., all that lot or parcel of land called or known as "The Luther Baxter Filling Station Property", improved by dwelling house and store situated on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the south side of the concrete State road, leading from Queenstown to Stevensville, bounded on the north by said road, on the East by the Stevensville Cemetery lot of land, on the west by the land of Charles M. Bright and Harry T. Hopkins and on the South by the land of Charles Stevens, and continued within the following metes and bounds, courses and distances, to wit: Beginning for the same at a point on the South side of said road, which point is the northwest corner of the Cemetery land and is located south 68 degrees 40 minutes East of the Northwest corner of the Stevensville High School lot of land and of the Northwest Corner of the land of Charles M. Bright and Harry T. Hopkins and running from said point of beginning south 22 degrees 20 minutes west two hundred feet to a point; thence north 68 degrees 40 minutes west, a distance of one hundred feet to a point; thence north 22 degrees 20 minutes west, a distance of two hundred feet to a point on said road, thence south 68 degrees 40 minutes East, a distance of one hundred feet to the place of beginning containing forty-six one-hundredths of an acre of land, more or less.

TERMS OF SALE: One-half of the purchase money to be paid in cash at the time of the sale and the balance in six months from day of sale or all cash at the option of the purchaser deferred payments to bear interest from day of sale at the rate of six per centum per annum and to be secured by the note of the purchaser with security satisfactory to the undersigned. Title papers and revenue stamps to be at the expense of the purchaser.

H. B. W. MITCHELL,
Assignee of Mortgages.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 22, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Public Sale of Lot of Land in the case of H. B. W. Mitchell, Assignee vs. Martin B. Rappold and Mabel V. Rappold 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 23d day of February, 1939, being more than twenty days before the 21st day of March, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed March 22, 1939.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Oct. 11, 1939.

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

H. B. W. Mitchell, assignee,
vs.
Martin B. Rappold and
Mabel B. Rappold, his wife.

)
)
) Cause No. 3201.
)

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 by H. B. W. Mitchell as the assignee of two mortgages for the collection of each mortgage debt by one sale for each mortgage covered the same tract of land or property.

The sale was made by Mr. Mitchell as assignee of both mortgages under the power of sale containing in each mortgage.

The sale so made did not produce enough money to pay the cost and commissions incident to the sale and the amount of the mortgage indebtedness due on the day of the sale.

The auditor has stated the within account by first charges vendor with the amount of the gross sale made with him and then thereout allowing or distributing as follows:

The auditor allows the vendor his commissions according the provisions of the mortgages, the court costs of this cause, the caust for the bond for the vendor, the charges for the auctioneer for crying the sale, the costs of advertising notices of the sale and the several orders nisi of the cause and the fee of the auditor.

The auditor then distributes to H. B. W. Mitchell as assigns of the two mortgages, in part payment of the mortgage indebtedness, the balance of the proceeds of the sale remaining after the above allowances were deducted.

The auditor appends to the account a statement showing the balance due the assignee on account of his mortgage debt after the application thereto of the net proceeds of the sale distributed.

Which is respectfully submitted,

MADISON BROWN
Auditor

October 11, 1939.

Cause No. 3201

the
The proceeds of the sale of/mortgaged real estate of Martin B. Rappold and Mabel B. Rappold, his wife, the parties making the two mortgages described in this cause, IN ACCOUNT WITH H. B. W. Mitchell the Assignee of both mortgages and the party making one sale under both mortgages as set forth in these proceedings.

1939		Cr.	
March			
21	By amount of the gross sale of said real estate, per report of sale filed March 22, 1939, to wit:		\$2500.00
<hr/>			
" "		Dr.	
	To H. B. W. Mitchell, party making said sale, for his commissions for so doing, per terms of said mortgages, the sum of		\$ 145.00
	To do., for the court costs of these proceedings per clerks bill of costs exhibited as follows:		
	Appearance fee of H.B.W. Mitchell.....	\$ 10.00	
	Clerks costs, to be paid clerk.....	\$ 25.75	
	Total costs	\$ 35.75	\$ 35.75
	To do., for the costs of his bonds filed herein paid corporate surety therein, per receipted accounts for same exhibited, the sum of		\$ 12.00
	To do., for the charge of J. E. Anthony, auctioneer, for crying the said sale, per account for same exhibited, the sum of		\$ 10.00
	To do., for the costs of advertising in the county paper notices of the sale made	\$ 45.00	
	order nisi on sale	\$ 5.00	\$
	Total costs per bills exhibited	\$ 50.00	\$ 50.00
	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 county the sum of		\$ 9.00
			\$ 265.25
	To H. B. W. Mitchell, assignee of the two mortgages mentioned, in part payment of the indebtedness due thereon on day of the sale, this balance, to wit:		<u>2234.75</u>
			\$2500.00 \$2500.00

October 11, 1939

MADISON BROWN
Auditor.

Filed Aug. 11th, 1939.

Cause No. 3201.

Martin B. Rappold and Mabel B. Rappold, his wife, mortgagors making the two mortgages described in this cause,

to

H. B. W. Mitchell, assignee of both of said mortgages and as such the party selling the mortgaged real estate.

Dr.

1939
March
21.

To amount due him on this date, the day of the sale of this cause, under both of said mortgages, inclusive of principal and interest to day of sale and attorney's commissions of collection,

per statement of mortgage debt filed in this cause \$ 2300.18

Cr.

By amount distributed to said assignees on account of the mortgage claims by foregoing account the sum of

Dr.

To balance due him with interest therein from March 21, 1939. . \$ 65.43

MADISON BROWN
Auditor

October 11, 1939

Filed Aug. 11th, 1939.

NISI RATIFICATION OF AUDIT

H. B. W. MITCHELL, Assignee

VS.

Martin B. Rappold and
Mabel B. Rappold, his wife.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
) CASE No. 3201

ORDERED, This 11th day of October in the year nineteen hundred and thirty nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of October, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 3rd. day of November, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed October 11th, 1939.

RE-ISSUE OF NISI RATIFICATION OF AUDIT
Filed November 3, 1939.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee

VS.

Martin B. Rappold and
Mable V. Rappold, his wife
Mortgagors.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
) CASE No. 3201.

ORDERED, This 3rd day of November in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of December, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 24th day of November, 1939, in some newspaper printed and published in Queen Anne's County.

Filed November 3rd, 1939.

A. SYDNEY GADD JR. Clerk

CERTIFICATE OF PUBLICATION OF
RATIFICATION NISI OF AUDIT
Filed Dec. 13, 1939.

NISI RATIFICATION OF AUDIT

H. B. W. MITCHELL,
Assignee..

vs.

MARTIN B. RAPPOLD
MABLE V. RAPPOLD.

In the Circuit Court for Queen Anne's County In Equity. Case No. 3201.

ORDERED, This 3rd day of November in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of December, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of November, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR. Clerk.

True Copy-
Test:

A. SYDNEY GADD, JR., Clerk

Filed November 3rd, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 13, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of H. B. W. Mitchell, Assignee vs. Martin B. & Mable V. Rappold a true copy of which is here-to 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 November, 1939, being more than two successive weeks before the 21st day of November, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER
PUBLISHING CO..

By Cleo C. Green

Filed Dec. 13, 1939.

ORDER OF COURT
Filed December 15, 1939.

ORDERED, this 15th day of December in the year nineteen hundred and thirty nine, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing report and account of the Auditor be, and they are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order of ratification nisi passed in this cause. The Assignee is 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 December 15th, 1939.



CAUSE NO. 3202.

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

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

James O. Murphy,
Assignee and mortgagee,

vs.

Edwin H. Brown, and
Mary Y. Brown, his wife.

Cause No.

To A. S. Gadd, jr., Clerk of the Court:

Docket suit forthwith in accordance with the above titling on your Chancery Docket. File in the papers of the suit, which is for the foreclosure of the two mortgages mentioned below, the following papers:-

1. Bond from James O. Murphy to the State of Maryland for the foreclosure of the two mortgages.
2. Certified copy of the mortgage from Edwin H. Brown, jr., Mary Y. Brown, his wife, to E. T. Paca recorded in Liber W. F. W. No. 3, folio 495 and the assignments of said mortgage which is dated August 5, 1913.
3. Certified copy of mortgage from Edwin H. Brown, jr., to James O. Murphy which is recorded in Liber B. H. T. No. 11, folio 50 and is dated April 12, 1930.
4. Certified copy of Deed of Release of Dower from Mary Y. Brown to James O. Murphy as mortgagee of the mortgage to him mentioned above dated February 4, 1939 and recorded in Liber A. S. G. Jr. No. 1 fol. 25.

Enter the appearance of the undersigned as the attorney for the above named plaintiff.

MADISON BROWN,
Attorney for Plaintiff

Filed March 2, 1939.

CERTIFIED COPY OF MORTGAGE
Filed March 2, 1939.

#3793. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the fifth day of August in the year nineteen hundred and thirteen, the following MORTGAGE was brought to be recorded, to wit:

T H I S M O R T G A G E, made this fifth day of August, in the year nineteen hundred and thirteen, by Edwin H. Brown, Jr. and Mary Y. Brown, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Edwin H. Brown, Jr. is indebted unto E. T. Paca in the just sum of forty six hundred dollars, being for money lent him this day which said sum is due and payable three years from this day, with interest at the rate of six per cent per annum payable semi-annually, and it was a condition precedent to said loan that the prompt payment of said principal sum and the interest as aforesaid should be secured and assured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH that in consideration of the foregoing presents and the sum of Five Dollars, the said Edwin H. Brown, Jr. and Mary Y. Brown, his wife, do hereby grant and convey unto E. T. Paca, his heirs and assigns, in fee simple, all that lot, part or parcel of a tract of land situate, lying and being in the third election district of Queen Anne's County aforesaid, near the town of Centreville and on the south west side of Chesterfield Avenue, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone said stone being on the north east corner of said lot and also a corner for Mrs. Brierly and being north 43 degrees 30 minutes west, 75 feet from a stone on the north west side of a road or lane running from Chesterfield Avenue to the rear of Spencer Wright's property, and running with the south western side of said Chesterfield Avenue, north 43 degrees 30 minutes west, 225 feet to a stone on the corner of a public street running between this property and the property of Wright and Collins;

thence with the edge of this street, which has an opening on Chesterfield Avenue of 50 feet south 67 degrees 30 minutes west, 400 feet to a stone, thence south 43 degrees 30 minutes east, 400 feet to the place of beginning, containing 1.9283 acres of land, being the same tract of land which was conveyed unto the said Edwin H. Brown, Jr. by Mary H. Wright and Spencer Wright, her husband, by deed dated the thirteenth day of February, nineteen hundred and thirteen, and recorded in Liber W. F. W. No. 3, folios 48 &c., a Land Record Book for Queen Anne's County, to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all 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 Edwin H. Brown, Jr. his heirs, executors, administrators or assigns shall well and truly pay to the said E. T. Paca his executors, administrators or assigns the aforesaid sum of Forty Six Hundred Dollars, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on h their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Edwin H. Brown, Jr., heirs and assigns shall possess said property.

AND the said Edwin H. Brown, Jr. for himself, his heirs, 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 E. T. Paca, his executors, administrators or assigns, and to have the said policy or policies, so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee,.... successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said E. T. Paca ... executors, administrators or assigns, or EDWIN H. BROWN, JR., their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Edwin H. Brown, Jr., 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 E. T. Paca, executors, administrators, successors or assigns, or EDWIN H. BROWN, JR., their said Attorney shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Edwin H. Brown, Jr., for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals.

EDWIN H. BROWN JR. (SEAL)

Test:-

MARY Y. BROWN (SEAL)

Wm. E. Thompson.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit;

I hereby certify that on this fifth day of August in the year nineteen hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared the said Edwin H. Brown, Jr. and Mary Y. Brown, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

WM. E. THOMPSON.
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this fifth day of August in the year nineteen hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County personally appeared E. T. Paca, Mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

WM. E. THOMPSON
Justice of the Peace.

Queen Annes County, to wit: Be it remembered that on third day of August, in the year 1922 the following Assignments were brought to be recorded, to wit:

For value received and in pursuance of an order of the Orphans' Court for Queen Anne's County, passed this first day of August, nineteen hundred and twenty two, in the estate of E. T. Paca, deceased, I do hereby release the within and foregoing mortgage to the extent of four four hundred dollars.

Witness my hand and seal this first day of August in the year nineteen hundred and twenty two.

J. CHARLES PACA (SEAL)
Administrator of E. T. Paca, deceased.

Test: Adolph Gutberlet

For value received and in pururance of an order of the Orphans' Court for Queen Anne's County, passed this first day of August, in the year nineteen hundred and twenty two, in the estate of E. T. Paca, deceased, I do hereby transfer and assign the within and foregoing mortgage to the extent of forty two hundred dollars, being the balance due on said mortgage unto William Jester.

Witness my hand and seal this first day of August, in the year nineteen hundred and twenty-two.

J. Charles Paca (SEAL)
Administrator of E. T. Paca, deceased.

Test: Adolph Gutberlet

Queen Anne's County, to wit: Be it remembered that on the twenty-third day of December, in the year Nineteen and thirty seven, the following Assignments were filed for record, to wit:

For value received, I, William Jester, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney.

Witness my hand and seal, this 23rd day of December, 1937.

William Jester (SEAL)

Test: Hilda T. Seward

For value received, I, William R. Horney, do hereby transfer and assign the within and foregoing mortgage unto William Jester and Ethel Sparks Jester, his wife, as tenants by the entireties, without recourse or guarantee.

Witness my hand and seal, this 23rd day of December, 1937.

William R. Horney (SEAL)

Test: Hilda T. Seward

Queen Anne's County, to wit: Be it remembered that on the twenty eighth day of December, nineteen hundred thirty eight, the following Assignment was brought to be recorded, to wit:

For Value Received, we hereby assign and transfer the within and foregoing mortgage unto James O. Murphy. The amount due by the said mortgage is the sum of forty two hundred dollars with interest (at rate of five per centum per annum from August 5, 1938.

Witness our hands and seals this 28th day of December, in the year nineteen hundred and thirty eight.

Test:

Frances Butler

WILLIAM JESTER (SEAL)

Madison Brown

ETHEL SPARKS JESTER (SEAL)

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 3, folios 495, 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 Second day of March, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's Place.

CERTIFIED COPY OF MORTGAGE
Filed March 2, 1939.

.....

#14,204. QUEEN ANNE'S COUNTY, To wit:
Be it remembered that on the 14th. day of April, in the year nineteen hundred and thirty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this fourteenth day of April, in the year nineteen hundred and thirty, between Edwin H. Brown, Jr., of Queen Anne's County, State of Maryland, hereinafter called mortgagor, party of the first part, and James O. Murphy of the same place, hereinafter called mortgagee, party of the second part.

Whereas the mortgagor is justly indebted unto the mortgagee in the full sum of eighteen hundred dollars, a sum of money which the mortgagee has this day loaned unto the mortgagor, upon the condition that this mortgage should be given to secure said sum so loaned and the interest thereon from this date, it being agreed that said sum should be paid unto the mortgagee at the expiration of three months from the date hereof.

NOW THEREFORE THIS MORTGAGE WITNESSETH that the said Edwin H. Brown, Jr. for and in consideration of the premises and of the sum of one dollar, does hereby grant and convey unto the said James O. Murphy, his heirs and assigns for ever, All that lot or parcel of land, improved by a frame dwelling house and out buildings now occupied by the mortgagor as his residence, and called and known as the Edwin H. Brown, Jr. residential property, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the road called Chesterfield Avenue leading from the town of Centreville to the Centreville Landing, adjoining the land of Henrietta Brierley, that of E. Stephens Valliant, and that of Wright and Collins, containing 1.9283 acres of land, more or less, and being the same land granted unto the mortgagor by Mary H. Wright, by deed dated February 13th., 1913 and recorded in Liber W. F. W. No. 3, a land record book of said county on folio 48.

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

Subject to a certain mortgage from the mortgagor to one E. Tilghman Paca, recorded in a land record book of said county, called Liber W. F. W. No. 3, on folio 495, upon which is now due the sum of forty two hundred dollars.

Provided, that if the said mortgagor, his heirs, executors, administrators and assigns shall well and truly pay to the said mortgagee, his executors, administrators and assigns the aforesaid sum of eighteen

hundred dollars, with the interest thereon when the same shall become due as above set forth, and shall perform all the covenants of this mortgage on their part to be performed then this mortgage shall be void; and it is agreed that until default is made in the terms hereof the mortgagor, his heirs and assigns, shall possess said property.

And the mortgagor for himself, his heirs, executors, administrators and assigns hereby covenants to and with the mortgagee his executors, administrators and assigns, as follows: to pay as they severally fall due the debt and interest hereby secured, all taxes levied thereon or that may be levied thereon and on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of said debts, and interest, and any part of either; to insure and pending this mortgage to keep insured against fire the improvements on said property to the amount of the full insurable value thereof; and have the insurance policy or policies so framed that the proceeds thereof in case of loss shall be applied to the payment of the said prior mortgage and to this mortgage; to do no act or thing whereby the mortgage premises may be depreciated in value.

And it is hereby agreed that in case of default in any covenant contained in this mortgage, then the whole debt intended to be secured by this mortgage and all sums covenanted hereby to be paid shall become due and the said mortgagee or his executors, administrators or assigns and in lieu of him or them Madison Brown attorney at law (who is hereby constituted attorney for them for the purpose) shall have authority and power and they are hereby given said authority and power to sell the mortgage property, after having given twenty days previous notice of the time, place, manner and terms of sale, by advertisement in a newspaper published in said county (with power to the vendor to give other notice of sale) for cash or upon terms of both cash and credit, at the option of vendor, and to apply the proceeds of sale as follows: first to the expense of sale, including compensation to the vendor equal to that allowed trustees selling real estate under decree of the Circuit Court of said county; then to the payment of all money owing hereunder and hereby covenanted to be paid, whether then due or not; to pay the balance to the mortgagor or the person then entitled thereto.

And it is hereby agreed that after the bond required by law, as condition precedent to the exercise of the power of sale above set forth has been filed because of default, neither the mortgagee, his executors, administrators or assigns, nor Madison Brown, aforesaid, shall be required to accept the principal debts and interest thereon, then due in satisfaction thereof unless the tender of same be accompanied by the payment of all expenses incurred under the foreclosure proceedings, including as part thereof a commission on the total amount of mortgage debt, principal and interest, equal to one half the commissions mentioned above, which costs, expenses and commissions the mortgagor hereby agrees to pay.

In witness whereof the prty of the first part hereunto afixes his name and seal the day and year first above written.

Edwin H. Brown, Jr. (SEAL)

Test: Lida Hopkins

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, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr. and did acknowledge the foregoing mortgage to be his act; and at the same time also before me personally appeared Madison Brown, agent of the said James O. Murphy, the above named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of the said James O. Murphy.

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

Lida Hopkins
Notary Public.

Notary
Public
Seal.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. no. 11, folios 50, 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 2nd day of March, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's Place.

CERTIFIED COPY OF RELEASE OF DOWER
Filed March 2, 1939.

.....
#19,294. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on the Twenty-seventh day of February, in the year nineteen hundred and thirty nine, the following Deed of Release of Dower was brought to be recorded, to wit:-

THIS DEED OF RELEASE OF DOWER, made this fourth day of February in the year nineteen hundred and thirty nine between Mary Y. Brown, of Montgomery County, State of Maryland, widow of Edwin H. Brown, junior, late of Queen Anne's County in the same State, deceased, party of the first part and James O. Murphy of the last named county, party of the second part.

WHEREAS the said Edwin H. Brown, junior, in his life time by a mortgage bearing date April 14, 1930 and recorded in Liber B. H. T. No. 11, a land record book of last named county, on folio 50 made to secure the payment of the money therein specified, did grant and convey unto the said James O. Murphy, his heirs and assigns, all that lot of land improved by a frame dwelling house called or known as "The Edwin H. Brown Residential Property" situate in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the road called "Chesterfield Avenue" leading from the town of Centreville to Centreville Landing, adjoining the land of Henrietta Brierly, that of E. Stephens Valliant and the property formerly belonging to Wright & Collins, containing 1.9283 acres of land, more or less, as by said mortgage and the record there will appear; and

WHEREAS the said Edwin H. Brown, junior, died seized and possessed of said land leaving the said Mary Y. Brown, his wife, surviving him so that she now has a right of dower in and to said tract of land; and

WHEREAS the said Mary Y. Brown desires to release unto the said James O. Murphy as mortgagee her said right of dower so that he may hold said land under said mortgage in the same manner as if she had united in the execution thereof.

NOW THEREFORE THIS DEED OF RELEASE WITNESSETH: that the said Mary Y. Brown, for and in consideration of the sum of one dollar to her in hand paid by the said James O. Murphy, the receipt of which is hereby acknowledged, does hereby grant, release, and confirm unto the said James O. Murphy, his heirs and assigns forever, all her dower right and claim of dower which she as widow aforesaid has or may claim in, to and of the land above described.

IN TESTIMONY WHEREOF the party of the first part here hereunto subscribed her name and affixed her seal the day and year first hereinabove written.

Test:

MARY Y. BROWN (SEAL)

L. B. Bowly

DISTRICT OF COLUMBIA,)
) TO WIT:
 CITY OF WASHINGTON,)

I HEREBY CERTIFY that on this 4th day of February in the year nineteen hundred and thirty nine before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Mary Y. Brown, above named, and she did acknowledge the foregoing DEED OF RELEASE OF DOWER to be her act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

L. VAUGHAN BOWLY
 NOTARY PUBLIC.

Notary
 Public
 Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber A. S. G. Jr. No. 1, folios 25, 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 Second day of March, in the year nineteen hundred and thirty nine.

Seal's
 Place.

A. SYDNEY GADD JR. Clerk

CERTIFIED COPY OF BOND
 Filed March 2, 1939

Queen Anne's County, to wit: Be it remembered that on this second day of March, nineteen hundred and thirty nine, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we James O. Murphy, of Queen Anne's County, 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 trustees are held and firmly bound unto the State of Maryland in the full and just sum of seven thousand dollars, lawful money of the United States of America, to be paid to the State of Maryland or its certain attorney to which payment well and truly to be made and done we bind ourselves and every of us, our and every of our heirs, executors administrators, successors and assigns in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this twenty seventh day of February in the year nineteen hundred and thirty nine.

WHEREAS by a mortgage bearing date August 5, 1913, and recorded in Liber W. F. W. No. 3, folio 495, a land record book of Queen Anne's County, Edwin H. Brown, junior, and Mary Y. Brown, his wife, did convey certain land therein described unto one E. T. Paca to secure him the payment of the debt therein specified and said mortgage after certain mesne assignments thereof has become duly assigned unto the said James O. Murphy who holds the same as assignee.

WHEREAS the said mortgage contains a power of sale of the said land to be exercised by the mortgagee or by any of his assigns in case the mortgagors should commit default in any covenant contained in said mortgage to be performed by the mortgagors.

WHEREAS the mortgagors have committed default in the covenants of said mortgage by reason of the non-payment of the said mortgage debt at the time named therein for the payment of the same.

WHEREAS BY a mortgage bearing date April 14, 1930, recorded in Liber B. H. T. No. 11, folio 50, a land record book of said county the said Edwin H. Brown, junior, did convey the same land above described unto the said James O. Murphy to secure unto him the payment of the debt therein specified.

WHEREAS the said mortgage contains a power of sale of said land to be exercised by the said James O. Murphy in case the said mortgagor should commit default in, any covenant to be performed by the mortgagor.

WHEREAS the said mortgagor has committed default in his covenants in the last mortgage described by reason of the non-payment of the said mortgage debt and certain interest thereon at the times named in said mortgage for the payment of the same.

WHEREAS the said James O. Murphy as assignee of the first described mortgage, because of the default therein above mentioned, and as the mortgagee of the last described mortgage, because of the defaults therein above mentioned, is about to sell the mortgaged land at one sale thereof.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden James O. Murphy 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.

James O. Murphy (SEAL)

Signed, sealed and delivered in the presence of:

AMERICAN SURETY COMPANY OF NEW YORK,

Frances Butler

by MADISON BROWN
Its Attorney in Fact. Corp. Seal's Seal.

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

Security approved and Bond filed, March 2, 1939.

A. Sydney Gadd, Jr.
Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 111, 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 Second day of March, in the year nineteen hundred and thirty nine.

Seal's Place.

A. SYDNEY GADD JR. Clerk.

REPORT OF SALE
Filed March 29, 1939.

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

James O. Murphy,
Assignee and Mortgagee,

vs.

Edwin H. Brown, jr.,
Mary Y. Brown, his wife.

Cause No. 3202.

To the Honorable, the Judges of said Court:

The report of James O. Murphy, the plaintiff of the above entitled cause who will hereinafter call himself "Vendor", unto Your Honors respectfully sets forth:

1- That Edwin H. Brown, junior, and Mary Y. Brown, his wife, by mortgage dated August 5, 1913 made to secure the payment of the money therein specified did convey the land hereinafter mentioned as sold unto one E. T. Paca and this mortgage

after mesne assignments was on December 28, 1938 duly assigned to the extent of \$4200.00, the amount of the mortgage debt then due by said mortgage, unto the vendor. This mortgage was duly recorded among the land record books of Queen Anne's County in Liber W. F. W. No. 3 on folio 495; and a certified copy of the same together with the assignments thereof has been filed in this cause.

2- That the same Edwin H. Brown, junior, by a mortgage dated August 14, 1930 made to secure the payment of the money therein specified did convey the same land conveyed by the above mentioned mortgage and hereinafter mentioned as sold unto this vendor. A certified copy of this mortgage has been filed in this cause.

3 - That Mary Y. Brown, wife of the said Edwin H. Brown, junior, by her deed dated February 4, 1939 duly released unto this vendor as mortgagee under the mortgage given to him above mentioned, her dower right as widow of the said Edwin H. Brown, junior, (who died December 6, 1939) in the mortgaged land. This deed of release was duly recorded and a copy of the same has been filed in these proceedings.

4- That the mortgage first described was unpaid on the day of the sale hereinafter mentioned, was on that date held by this vendor and the amount of the principal debt due thereon to the vendor on said day was \$4200.00 with certain interest thereon. Said mortgage contains a power of sale of the mortgaged land to be exercised by the holder of said mortgage at any time after default in the payment of the mortgage debt.

5 - That the mortgage described in the second place above was unpaid on the day of the sale hereinafter mentioned and was on that date held by this vendor and the principal debt due to him under said mortgage on said date was \$1800.00 with certain interest thereon. This mortgage contains a power of sale of the mortgaged land to be exercised by the holder of said mortgage at any time after default made in the payment of the mortgage debt.

6- That before the day of the sale hereinafter mentioned this vendor filed with the Clerk of this Court his bond with the American Surety Company of New York as surety thereon to the State of Maryland in the penal sum of \$7000.00 with that condition therein set forth required by law for the foreclosure of both of said mortgages. This bond was approved by the Clerk and filed by him.

7- That prior to the day of sale hereinafter mentioned this vendor gave notice of the time, place, manner and terms of said sale by advertisement inserted in the "Queen Anne's Record-Observer" (a weekly newspaper published in said county) for more than twenty days previous to the day of sale. A copy of said notice duly certified by the Publishers of said newspaper as to the publication of said advertisement of sale is filed herewith as part hereof.

8- That on Tuesday, March 28, 1939, between the hours of one and two o'clock, p. m. and about the hour of 1:50 o'clock, p. m. this vendor pursuant to the said notice of sale did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, and then and there proceeded to sell the mortgaged real estate in the following manner. This vendor requested J. E. Anthony, his auctioneer, employed for the purpose to call the sale and then caused the advertisement of sale to be read and through the medium of the said auctioneer offered said property under the terms of sale set forth in the advertisement to the highest bidder; and this vendor in execution of the power of sale conferred upon him as the holder of said mortgages and because of the defaults above mentioned in said mortgages then and there sold the mortgaged real estate unto himself, the said James O. Murphy, he being then and there the highest bidder for said property at and for the sum of \$6000.00.

9- That the property sold is that called or known as "The Residential Property of the Late Edwin H. Brown" situate on Chesterfield Avenue between the town of Centreville and Centreville Landing and described by metes and bounds, courses and distances in the mortgage first hereinbefore mentioned.

Total Amount of Sale \$6000.00.

Which is respectfully submitted.

JAMES O. MURPHY
Assignee and Vendor.

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

I HEREBY CERTIFY that on this twenty-ninth day of March in the year nineteen hundred and thirty nine before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James O. Murphy, the party above named, and he did make oath in due form of law that the matters and things set forth in the aforesaid Report 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. Filed March 29th, 1939.

CERTIFICATE OF ADVERTISEMENT
OF SALE
Filed March 29, 1939

MORTGAGE SALE
OF FINE
RESIDENTIAL
PROPERTY
near Centreville, Maryland.

In execution of the power of sale contained in the mortgage from Edwin H. Brown, Jr., and Mary Y. Brown, his wife, to E. T. Paca, dated August 5, 1931, recorded in Liber W. F. W. No. 3, folio 495, a land record book for Queen Anne's County, now by assignment duly made held by the undersigned as assignee, and by which the land described below is conveyed, and in execution of the power of sale contained in a mortgage conveying the same land dated April 12, 1930, recorded in Liber B. H. T. No. 11, folio 50, a land record book of said county, from said Edwin H. Brown, Jr., to the undersigned default having occurred in the terms of each mortgage, the undersigned will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MARCH 28, 1939 between hours of 1 and 2 o'clock P. M.

All that property known as "The Residential Property of the late Edwin H. Brown, Jr.," situate on Chesterfield Avenue between town of Centreville and Centreville Landing, containing 2 acres of land, more or less.

The land is improved by three story frame dwelling in good condition, containing 8 rooms, 2 nice halls, closets, pantry, 2 bathrooms, toilet on first floor, cellar with steam heat plant, and garage. The grounds are well planted with trees, rose bushes, irises, shrubbery and other plants which bloom in their seasons.

This property in spring and summer presents a lovely appearance with its green lawn and flower gardens and is one of the show places of the community.

The sale gives one an opportunity to secure a fine home. No town taxes.

TERMS OF SALE:- Cash on ratification of sale. A cash deposit of \$1000.00 will be required at time and place of sale, balance of purchase money to bear interest from day of sale. Purchaser will be given privilege to make a larger cash deposit, if he desires. Possession can be taken as soon as terms of sale have been complied with. Title papers and all revenue stamps at expense of purchaser.

JAMES O. MURPHY
Assignee and Mortgagee.
MADISON BROWN,
Attorney.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 29th, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Madison Brown, Attorney for James O. Murphy, Assignee and Mortgagee, 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 2d. day of March, 1939, being more than twenty days before the 28th day of March, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed March 29th, 1939.

STATEMENT OF MORTGAGE DEBT
under first mortgage
Filed March 29, 1939.

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

James O. Murphy,
assignee and mortgagee,

vs.

Edwin H. Brown, jr.,
Mary Y. Brown, his wife.

)
(Cause No. 3202
)
(

STATEMENT OF MORTGAGE DEBT

Edwin H. Brown, junior,
to James O. Murphy, DR.

1939
Mar.
28

To amount of the principal mortgage debt due on March 28, 1939 under the mortgage given by Edwin H. Brown, junior, and Mary Y. Brown, his wife, to E. T. Paca, recorded in Liber W. F. W. No. 3, folio 495, a land record book of Queen Anne's County, held by assignment by said James O. Murphy on March 28, 1939, to wit: sum of \$4,200.00

To interest due under this mortgage from February 5, 1939 to March 28, 1939 at the rate of 5% per annum, sum of 30.92

To amount due on March 28, 1939 under the above described mortgage \$4,230.92

JAMES O. MURPHY
Assignee

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

I HEREBY CERTIFY that on this 29th day of March in the year nineteen hundred and thirty nine before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James O. Murphy, assignee, party above named, and he made oath in due form of law that the aforesaid Account is just and true as stated and that he has received no part of the sum for which the above described mortgage was passed or any security or satisfaction of the same 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.

STATEMENT OF MORTGAGE DEBT
under the second mortgage.
Filed March 29, 1939.

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

James O. Murphy,
assignee and mortgagee,

vs.

Edwin H. Brown, jr.,
Mary Y. Brown, his wife.

Cause No. 3202

STATEMENT OF MORTGAGE DEBT.

Edwin H. Brown, junior,
to James O. Murphy, DR.

1939
Mar.
28

To amount of principal mortgage debt due on March 28, 1939, under the mortgage given by Edwin H. Brown, jr., to James O. Murphy recorded in Liber B. H. T. No. 11, folio 50, a land record book of Queen Anne's County, to wit: the sum of \$1,800.00

To interest due on said mortgage debt from April 14, 1930 to March 28, 1939 at 6% per annum, sum of \$967.20

Credit by the following payments on interest:			
1935, July 10,	\$150.00		
1936, July 1,	90.00		
1936, December 16,	80.00		
1937, August 12,	100.00	420.00	547.20

To Total amount due on March 28, 1939 under the above described mortgage \$2,347.20

JAMES O. MURPHY
Vendor.

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

I HEREBY CERTIFY that on this 29th day of March in the year nineteen hundred and thirty nine before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James O. Murphy, mortgagee, party above named, and he did make oath in due form of law that the foregoing Account is just and true as stated and that he has received no part of the sum for which the above described mortgage was passed or any security or satisfaction of the same 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 March 29th, 1939.

N I S I

James O. Murphy, Assignee
and Mortgagee,

VS.

Edwin H. Brown, Jr.,
Mary Y. Brown, his wife.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CHANCERY No. 3202

ORDERED, This 29th. day of March A. D., 1939, that the sale of the real estate made and reported in this cause by James O. Murphy, Assignee and Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first 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 first day of May next.

The Report states the amount of sale to be \$6000.00.

A. SYDNEY GADD JR. Clerk

Filed March 29th, 1939.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Oct. 21, 1939.

N I S I

JAMES O. MURPHY, Assignee
and Mortgagee,

vs.

EDWIN H. BROWN, JR., deceased,
MARY Y. BROWN, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3202

ORDERED, This 29th day of March A. D., 1939, that the sale of the real estate made and reported in this cause by James O. Murphy, Assignee and Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first 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 first day of May next.

The Report states the amount of sales to be \$6,000.00.

A. SYDNEY GADD, JR., Clerk
True Copy-
Test: A. SYDNEY GADD, JR., Clerk

Filed March 29th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 30, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of James O. Murphy 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 30th day of March, 1939, being more than four weeks before the 1st day of May, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 21, 1939.

ORDER OF COURT
Filed October 21, 1939

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

James O. Murphy,
Assignee and Mortgagee,

vs.

Edwin H. Brown, jr.,
Mary Y. Brown, his wife.

Cause No. 3202

ORDERED, on this 21st day of October in the year nineteen hundred and thirty nine 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 mortgaged real estate of Edwin H. Brown, jr., made by James O. Murphy as Assignee and Mortgagee set forth and described in the within, foregoing and attached report of sale filed by the said James O. Murphy 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 of sale and the sale therein described. And the proceedings and papers of this cause be and the same are hereby referred to Richard T. Earle as special auditor with instructions to him to state and return to this Court an account between James O. Murphy as the vendor of this cause and the proceeds of the sale set forth in said report of sale, as Madison Brown, the auditor of the court, appears to be the attorney of the vendor.

THOS. J. KEATING

Filed October 21st, 1939.

And it is further ordered by the Circuit Court for Queen Anne's County, in Equity as an addition to the foregoing order that Madison Brown, (the attorney of James O. Murphy) be and he is hereby appointed a trustee to convey to the said James O. Murphy, on the payment of the purchase money named in the report of sale the property which in the report of sale is described as having been sold under the mortgages therein mentioned by the said James O. Murphy unto himself and the said Madison Brown is hereby excused from giving a bond to such trustee.

THOS. J. KEATING

COPY OF THE ORDER OF ORPHANS'
COURT OF QUEEN ANNE'S COUNTY-
Filed Oct. 21, 1939.

In the Matter of the
Estate of
E. T. Paca

In the Orphans' Court
for
Queen Anne's County.

To the Honorable the Judges of said Court:-

The petition of J. Charles Paca, administrator of E. T. Paca, deceased, respectfully sets forth:-

1st;- That there came into his hands as administrator of the estate of E. T. Paca, deceased, as part of the estate a mortgage from Edwin H. Brown, Jr. and wife, said mortgage bearing date the 5th day of August, in the year nineteen hundred and thirteen and recorded in Liber W. F. W. No. 3, 495 &c a Land Record Book for Queen Anne's County, the principal of said mortgage being \$4600.00.

2nd;- That from a receipt signed by the said E. T. Paca, dated the ninth day of December, in the year nineteen hundred and twenty one, and now in the possession of said Edwin H. Brown Jr. it appears that a payment of four hundred dollars was made on account of the principal of said mortgage, leaving a balance due thereon of the sum of forty two hundred dollars, with interest from the 5th day of February, nineteen hundred and twenty two.

3rd;- That your petitioner desires to collect the principal of said mortgage and has requested the said Edwin H. Brown Jr. to make settlement of same, and that the said Edwin H. Brown Jr. has requested your petitioner to obtain an order to release said mortgage to the extent of four hundred dollars and to assign and transfer said mortgage to the extent of the balance now due thereunder, that is to say for the sum of forty two hundred dollars and interest from the fifth day of February, nineteen hundred and twenty two, upon the payment to your petitioner of said principal sum and interest as above set forth.

Your petitioner therefore prays this honorable court to pass as order in conformity with this petition.

J. Charles Paca
Administrator.

In the Matter of the
Estate of
E. T. Paca

In the Orphans' Court
for
Queen Anne's County.

Ordered this first day of August, in the year nineteen hundred and twenty one on the foregoing petition, by the Orphans' Court for Queen Anne's County, that the said J. Charles Paca, administrator of E. T. Paca be and he is hereby authorized and directed to release the mortgage from Edwin H. Brown Jr. and Wife to the said E. T. Paca, dated the fifth day of August, in the year nineteen hundred and thirteen, and recorded in Liber W. F. W. No. 3, folios 495 &c. a Land Record Book for Queen Anne's County to the extent of four hundred dollars, and to assign and transfer the balance of said mortgage to whomsoever said Edwin H. Brown, Jr. may request, upon the payment of the balance due under said mortgage, that is to say the sum of forty two hundred dollars, with interest from the fifth day of February, in the year nineteen hundred and twenty two.

W. Hopper Gibson

John R. Benton

Chas. E. Cannon

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 foregoing is a true and whole copy of the petition and order filed and passed by the Orphans' Court of Queen Anne's County, Maryland, in the estate of E. T. Paca, deceased, on the first day of August, in the year nineteen hundred and twenty two, and recorded in Liber W. T. B. #2, folio 69, a Record Book of Petitions and Orders in said Court.

In Testimony Whereof I hereunto set my hand and affix
the seal of my office this 21st day of October, 1939.

NORMAN S. DUDLEY
Register of Wills.

Seal's
Place.

REPORT AND ACCOUNT
Filed October 24, 1939.

Cause No. 3202.

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

James O. Murphy, assignee and mortgagee,

vs.

Edwin H. Brown, jr.,
Mary Y. Brown, his wife.

To the Honorable, the Judges of said Court:

The report of Richard T. Earle appointed as special auditor to state the within account unto Your Honors respectfully sets forth:

That before proceeding to state the within account he took before the clerk of this court the oath required of him as special auditor.

That the sale of this cause was made by James O. Murphy under the mortgages held by him, both from Edwin H. Brown, jr., one bearing the date August 5, 1913, hereinafter referred to as the first mortgage and one bearing the date August 14, 1930 and hereinafter referred to as the second mortgage.

The proceeds of the sale so made is more than sufficient to pay the costs of the sale and the first mortgage in full, but are sufficient to pay part of the second mortgage only.

The statement of the mortgage debt filed showing the debt due under each mortgage.

In the within account the vendor, James O. Murphy, is charged with the gross sale made by him and then the same is distributed as follows:

Unto the vendor his commissions for making the sale and court costs of this cause, costs of advertising notices and the fee of the auditor.

Unto James O. Muruphy as the assignee of the first mortgage, his first mortgage claim in full.

Unto James O. Murphy as mortgagee under the second mortgage the balance of the amount so charged then remains, on account of the second mortgage claim.

October 23, 1939.

RICHARD T. EARLE
Special Auditor.

Filed Oct. 20, 1939.

Cause No. 3202.

The proceeds of the sale of the mortgaged real estate of Edwin H. Brown, jr., the party making the mortgage sale described in this cause IN ACCOUNT with James O. Murphy, assignee of one mortgage and mortgagee of the other mortgage, the vendor making the mortgage sale described in this cause.

1939
March
28

CR.

By amount of the gross sale of said real estate
per report of sale filed March 28, 1939 to
wit the sum of \$6,000.00

" "

DR.

To James O. Murphy for his commissions for
making the said sale per terms of the
mortgage \$ 285.00

To do for the Court costs of this cause per
Clerk's statement exhibited to wit costs
of the Clerk \$24.75
appearance fee of Madison Brown. 10.00
costs of Register of Wills 1.50
Total costs \$36.25 36.25

To do for the cost of his bond filed herein paid the corporate surety thereon per receipt to wit the sum of 28.00

To do for costs of advertising notices of sale order nisi on sale \$39.55
 Per receipted account for the same exhibited to wit: 4.75
 \$44.30 44.30

To do for costs of advertising the order nisi to be passed as to this account the sum of 3.50

To do for the amount paid J. E. Anthony, auctioneer for crying the sale made, per receipt for same exhibited 10.00

To Richard T. Earle, auditor for stating this account 10.00

To James O. Murphy, holder as assignee of the mortgage first in lien mentioned above in full payment of the amount due him under said mortgage on the day of the sale of this cause per mortgage statement filed, to wit the sum of \$1,230.92
 \$4,647.97

To James O. Murphy the holder of the mortgage second in lien mentioned above, in part payment of the amount due him under the said second mortgage this balance which is not sufficient to pay said mortgage claim in full to wit the sum of \$1,352.03
 \$6,000.00 \$6,000.00

RICHARD T. EARLE
 Special Auditor.

October 23, 1939.

Cause No. 3202.

Edwin H. Brown, jr.,
 To James O. Murphy, DR.

1939-March 28.

To amount of the mortgage debt due James O. Murphy on this date, the day of the sale made in above cause, under the mortgage from said Edwin H. Brown, jr., to said James O. Murphy, made to secure payment of \$1800.00 recorded in Liber B.H.T. No. 11, folio 50, described in this cause, per statement of mortgage debt filed in this cause, to wit: the sum of . . \$ 2,347.20

Cr.

By amount distributed by the above account under the foregoing account unto James O. Murphy on account of his said mortgage claim, to wit: the sum of 1,352.02

Dr.

To balance due said James O. Murphy with interest thereon from March 28, 1939 to wit: the sum of \$ 995.17

RICHARD T. EARLE
 Special Auditor

October 23, 1939.

Filed Oct. 24, 1939.

NISI RATIFICATION OF AUDIT

James O. Murphy,
 Assignee and Mortgagee

VS

Edwin H. Brown Jr.
 Mary Y. Brown

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) Case No. 3202

ORDERED, This 24th. day of October in the year nineteen hundred and 39 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 20th. day of November, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 13th. day of November, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed October, 24th., 1939.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Nov. 13, 1939

NISI RATIFICATION OF AUDIT

James O. Murphy, Assignee and Mortgagee.

VS

Edwin H. Brown, Jr., Mary Y. Brown

In the Circuit Court for Queen Anne's County In Equity Case No. 3202

ORDERED, This 24th day of October in the year nineteen hundred and thirty nine that the Report and Account filed in these proceedings by Richard T. Earle Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of Nov. 1939; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of Nov. 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR. Clerk.

True Copy;
Test-A. SYDNEY GADD, Jr., Clerk
Filed October 24th, 1939.

QUEEN ANNE'S NEWS and QUEENSTOWN NEWS

Queenstown, Md., November 13, 1939

QUEEN ANNE'S NEWS and QUEENSTOWN NEWS hereby certify that the advertisement of Nisi Ratification of Audit in the case of James O. Murphy, Assignee, VS. Edwin H. Brown, jr., and Mary Y. Brown, being Case No. 3202 in the Circuit Court for Queen Anne's County In Equity, a true copy of which is hereby annexed, was inserted in QUEEN ANNE'S NEWS and QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week in each of two successive weeks, (the first publication thereof having been made in said newspaper on the 28th day of October, 1939) before the 13th day of November, 1939.

QUEEN ANNE'S NEWS and QUEENSTOWN NEWS

By THEODORE E. SHEA

NISI RATIFICATION OF AUDIT

James O. Murphy, Assignee and Mortgagee,

vs.

Edwin H. Brown, Jr., Mary Y. Brown

In the Circuit Court for Queen Anne's County In Equity Case No. 3202

ORDERED, This 24th day of October in the year nineteen hundred and thirty nine that the Report and Account filed in these proceedings by Richard T. Earle Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of Nov., 1939; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of Nov., 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, Jr. Clerk.
True Copy;
Test- A. SYDNEY GADD Jr., Clerk
Filed October 24th, 1939.

ORDER OF COURT
Filed Dec. 9, 1939.

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

James O. Murphy,
Edwin H. Brown, et al.

Cause No. 3202.

It is on this 9th day of December in the year nineteen hundred and thirty nine, by the Circuit Court for Queen Anne's County in Equity ordered that the within and foregoing account of Richard T. Earle, the 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 account and report and James O. Murphy, the vendor making the sale of the cause is ordered and directed to apply the proceeds of the sale in accordance with said report and account.

THOS. J. KEATING

Filed Dec. 9-1939

CAUSE No. 3218.

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

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

Richard T. Earle, #
Assignee, #

vs. #

Otto French #
Edward Mundt. #
#

Mr. A. S. Gadd, Jr., Clerk:

Docket suit as above titling, record assignment of mortgage, file certified copy of mortgage and assignment in this cause, approve bond and file certified copy of bond in this cause.

RICHARD T. EARLE
Assignee

CERTIFIED COPY OF MORTGAGE
Filed August 22, 1939.

.....
#13,104. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the 26th. day of June, in the year nineteen hundred and twenty-eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 25th. day of June, in the year nineteen hundred and twenty eight, by Otto French and Edward Mundt, of Queen Anne's County, State of Maryland.

WHEREAS, the said Otto French and Edward Mundt are justly indebted unto Elmer Golt, of Queen Anne's County, in the full sum of FOUR HUNDRED DOLLARS (\$400.00) for money this day loaned to them by the said Elmer Golt;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of FOUR HUNDRED DOLLARS (\$400.00) shall be repaid to the said Elmer Golt at the expiration of three years from the date of this mortgage, with interest thereon in the mean time at the rate of six per centum per annum, payable semi-annually from the date of this mortgage;

AND WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid principal sum of FOUR HUNDRED DOLLARS (\$400.00) 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 Otto French and Edward Mundt do hereby grant and convey unto the said Elmer Golt, his heirs and assigns, in fee simple, the following described lot or parcel of land, to wit:-

ALL of that lot, tract, parcel or part of a tract of land situate, lying and being in the Fourth Election District of County and State aforesaid and on the left side of the public road leading from the lands of Herman Stevens to the Public Landing, and adjoining on the East the lands of the aforesaid Herman Stevens, and running with the division line of the said Herman Stevens between his land and this land approximately 200 feet to Little Crab Alley Creek, then following the Creek shore and in a Southerly direction for a distance of approximately 210 feet, this last mentioned line being nearly parallel with the public road, to a persimmon tree which said tree is on line between this land and the land of Elmer Golt and then running parallel or nearly so with first line of this description 200 feet back to the public road, and thence with the aforesaid public road to the line of Herman Stevens land 210 feet to the place of beginning, containing one acre of land, more or less.

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 Otto French & Edward Mundt, their heirs, executors, administrators or assigns shall well and truly pay to the said Elmer Golt, his executors, administrators or assigns the aforesaid sum of FOUR HUNDRED DOLLARS (\$400.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Otto French & Edward Mundt, their heirs and assigns shall possess said property.

AND the said Otto French & Edward Mundt, 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 Elmer Golt, 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 Elmer Golt, his executors, administrators or assigns, or his representative, for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to said Otto French and Edward Mundt, 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 Elmer Golt, his executors, administrators, successors or assigns, or his representative, 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 Otto French and Edward Mundt, for themselves, their heirs, executors, and assigns, hereby covenant to pay.

WITNESS the hands and seals of the said Mortgagors:

OTTO FENCH (SEAL)

EDWARD MUNDT (SEAL)

TEST: LEE BELL

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

I HEREBY CERTIFY that on this 25th day of June in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Otto French and Edward Mundt, and each acknowledged the foregoing MORTGAGE to be their respective act.

AND at the same time, also before me, the subscriber, personally appeared Elmer Golt, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth.

LEE BELL N. P.

Notary
 Public
 Seal.

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

I herby assign the within and aforegoing mortgage to Richard T. Earle for the Perpose of forecloser and collection.

Witness my Hand & this 16 day of August 1939.

TIST: J. CARL STARKEY

ELMER GOLT

(SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 8, folios 226, 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 twenty second day of August, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's
Place.

CERTIFIED COPY OF BOND
Filed August 22, 1939.

Queen Anne's County, to wit: Be it remembered that on the twenty second day of August, 1939, the following bond was brought to be recorded, to wit:

Know All Men By These Presents: That we, Richard T. Earle of Queen Annes County, Maryland, as principal and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto to the State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this Twenty Second day of August, in the year nineteen hundred and thirty nine.

Whereas, the above bounden Richard T. Earle is about to execute the power of sale contained in a certain mortgage from Otto French and Edward Mundt to Elmer Golt, said mortgage date of June 25th, 1938, default having occurred in the payment of interest and principal.

Now The Condition of The Above Obligation Is Such that if the above bounden Richard T. Earle does and shall abide by and perform any order or decree which shall be passed by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligations to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in presence of:

A. S. Gadd Jr.

Corp.
Seal's
Place.

Richard T. Earle (Seal)
The Maryland Casualty Company
By H. B. W. Mitchell
Attorney-in-fact.

And on the back of the aforegoing bond was thus endorsed,
to wit: Bond filed August 22, 1939, with security approved.

A. Sydney Gadd Jr. 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 143, 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 22nd day of August, in the year nineteen hundred and thirty nine.

Seal's Place.

A. SYDNEY GADD JR. Clerk

STATEMENT OF MORTGAGE DEBT
Filed September 19, 1939.

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

Richard T. Earle,	#	
Assignee,	#	
vs.	#	Cause No. 3218.
Otto French and	#	
Edward Mundt.	#	

STATEMENT OF MORTGAGE DEBT.

Mortgage from Otto French and Edmund Mundt dated June 25t. 1928, and recorded in Liber B. H. T. No. 8, folios 226 &etc., a Land Record Book for Queen Anne's County, given to Elmer Golt and by him assigned to Richard T. Earle, for purpose of foreclosure and collection.

Principial mortgage indebtedness-----	\$400.00
Interest thereon from January 25th. 1939,	
to Sept 19th. 1939 -----	18.00
	<u>\$418.00</u>

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

I hereby certify that on this 19th. day of September in the year nineteen hundred and thirty nine, personally appeared before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Richard T. Earle, Assignee and made oath in due form of law that the within and aforegoing statement of the mortgage debt is true as therein set forth.

A. SYDNEY GADD JR.
Clerk of the Circuit Court
for Queen Anne's County.

Filed September 19, 1939.

REPORT OF SALE
Filed Sept. 20, 1939.

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

Richard T. Earle,	#	
Assignee,	#	
vs.	#	Cause No. 3218.
Otto French,	#	
Edward Mundt.	#	

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Richard T. Earle, Assignee, to your Honors, respectfully shows:

That the said Assignee after having given an order to docket suit, filed an approved bond in the sum of \$1,000.00, filed a certified copy of the mortgage and assignment to himself as assignee, advertised the property covered by said mortgage, consisting of an acre of land, improved by a nearly new four room dwelling house and other outbuildings, located on Little Grab Creek in

the Fourth Election District of Queen Anne's County, Maryland, adjoining the lands of Herman Sterns, for more than four successive weeks before the 19th. day of September, 1939.

That on September 19th., 1939, between the hours of one and two o'clock, P. M., in front of the Court House Door in the town of Centreville, after reading said advertisement, the assignee through J. Elmer Anthony, Auctioneer, did offer said property for sale in accordance with the terms set forth in said advertisement, and did and then sell the same to Gustave Baker, he being then and there the highest bidder for same at and for the sum of FIVE HUNDRED AND ONE DOLLAR (\$501.00), that the said Gustave Baker elected to pay all cash for same and has paid in full therefor.

Respectfully submitted,

RICHARD T. EARLE
Assignee.

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

I hereby certify that on this 20 day of September, 1939, personally appeared before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, Richard T. Earle, assignee in above cause, and made oath in due form of law that the matters and facts set forth in the within and foregoing Report of Sale are true as therein stated and that the sale was fairly made.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for
Queen Anne's County.

Filed Sept. 20, 1939.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Sept. 20, 1939.

ASSIGNEE'S SALE

-OF-

DWELLING AND LOT

Under and by virtue of the power of sale contained in a mortgage from Otto French and Edward Mundt to Elmer Golt, dated June 25th, 1928, and recorded in Liber B. H. T. No. 8, folios 226 & etc., a Land Record Book for Queen Anne's County, Maryland, and assigned to Richard T. Earle, for the purposes of foreclosure and collection, default having occurred in payment of principle and interest, the assignee will offer for sale in front of the Court House Door in Centreville, Maryland, on TUESDAY, SEPTEMBER 19, '39 between the hours of one and two o'clock P. M.

All that house and lot of land located in the Fourth Election District of Queen Anne's County on Little Crab Alley Creek and adjoining the land of Herman Sterns and contains one acre of land, more or less.

The improvements consists of a nearly new four room dwelling house and other out buildings, located nicely at or near the water with nice shade trees nearby.

TERMS - One half of the purchase money in cash on day of sale, the balance upon ratification of sale or all cash at the option of the purchaser unpaid balance to draw interest from day of sale taxes and insurance to be adjusted as of day of sale, possession to be given upon ratification of sale, title papers and all costs of recording same and stams to be at the expense of the purchaser.

RICHARD T. EARLE,
Assignee.

J. Elmer Anthony,
Auctioneer.

THE QUEENSTOWN NEWS

M. W. Aker, Proprietor
Queenstown, Md.

September 20, 1939

The Queenstown News hereby certifies that the Assignee's sale of Dwelling and lot in the case of Richard T. Earle, Assignee vs. Otto French and Edward Mundt, a true copy of which is hereto annexed, was inserted in the Queenstown News, a weekly newspaper, printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication thereof having been made August 26th 1939, being more than twenty days before the 19th day of September 1939

The Queenstown News
M. W. Aker
Publisher.

Filed Sept. 20, 1939

N I S I

Richard T. Earle,
Assignee

VS.

Otto French
Edward Mundt

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

) CHANCERY NO. 3218
)

ORDERED, This 20th. day of September A. D. 1939, that the sale of Real Estate made and reported in this cause by Richard T. Earle, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th. day of October next.

The Report states the amount of sales to be \$501.00.

A. SYDNEY GADD JR. Clerk.

Filed September, 20, 1939.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Nov. 27, 1939.

N I S I

RICHARD T. EARLE,
Assignee
vs.
OTTO FRENCH
EDWARD MUNDT

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3218.

ORDERED, This 20th day of September A. D., 1939, that the sale of Real Estate made and reported in this cause by Richard T. Earle, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of October next.

The Report states the account of sales to be \$501.00.

A. SYDNEY GADD, JR., Clerk.

True Copy-
Test:

A. SYDNEY GADD, JR., Clerk.

Filed September 20, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 27, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Richard T. Earle, Assignee vs. Otto French, Edmund Mundt 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 21st day of September 1939, being more than four weeks before the 20th day of October, 1939.

THE QUEEN ANNE'S-RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

ORDER OF COURT
Filed Dec. 4, 1939

Ordered by the Circuit Court for Queen Anne's County in Equity this second day of December, 1939, that the sale of the real estate made and reported by Richard T. Earle, Assignee in the aforesaid cause of Richard T. Earle, Assignee, vs. Otto French and Edward Mundt, being cause No. 3218 in said Court, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous order nisi. The Assignee is allowed the commissions as provided by said mortgage and all expenses not personal, upon producing proper vouchers therefor before the auditor.

THOS. J. KEATING

Filed Dec. 4th, 1939.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Dec. 5, 1940.

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

Richard T. Earle, assignee,	)	Chancery Cause
vs.)	
Otto French)	
Edward Mundt)	
Mortgagors	)	No. 3218.

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 Richard T. Earle as the assignee of the mortgage described in this cause for the purpose of the collection of the mortgaged debt due by the mortgage by a sale of the mortgaged property under the power of sale contained in the mortgage.

That the sale made by the assignee as such vendor did not amount to sufficient money to pay the cost of the sale and the mortgage indebtedness in full.

That the auditor at the request of Mr. Earle has stated the within account and therein has charged the vendor with the gross amount of the sale made by him under the mortgage per the report filed herein by the vendor; then the auditor has allowed out of the amount so charged to the vendor as follows:

Unto the Vendor, his commissions for making the sale according to the terms of the mortgage, the court cost of these proceedings including cost due the Clerk of the Court which have been paid by the vendor, the cost of advertising the notices of the sale, the several order nisis of the cause, the cost of the bond filed by the assignee, the charges of the auctioneer for crying the sale and the fee of the auditor for stating this account (for all these allowances the vendor produced to the auditor his receipted vouchers.

as
Unto Richard T. Earle/assignee of the mortgaged claim the proceeds of the sale so charges unto him less the allowances above mentioned on account of his mortgage claim due on the day of the sale of this cause.

The auditor appends to the account a statement of the indebtedness under the mortgage as of the day of the sale which shows the balance due the said assignee at that time after the application to the debt of the net proceeds of this cause, to wit: the amount distributed unto the assignee,

Which is respectfully submitted,

December 5, 1939.

MADISON BROWN
Auditor.

CAUSE NO. 3218.

The proceeds of the sale of the mortgaged real estate of Otto French and Edward Mundt, parties making the mortgage mentioned in this cause, in account with Richard T. Earle, Assignee of said mortgage and as such the party selling said real estate under said mortgage through this cause.

CR.

1939

Sept. 19 - By amount of the mortgage sale per the report of said vendor filed in this cause, to wit: \$501.00

DR.

" "	To Richard T. Earle, the vendor, for his commissions for making the sale per terms of the mortgage, to wit:-	\$ 35.07	
	To do., for the court costs of this cause per statement made by the Clerk of court:.. the costs of the clerk paid per receipt on statement \$18.75		
	Appear. fee of R. T. Earle.	10.00	28.75
	To do., for the costs of advertising the sale in county paper, per receipted account of the paper exhibited, the sum of	15.00	15.00
	To do., for costs of advertising the order nisi on sale and the order nisi as to this audit in county paper, per receipted account of publisher of county paper exhibited, the sum of		8.50
	To do., for cost of his bond filed in this cause paid corporate surety thereon per receipted account for same exhibited, the sum of		10.00
	To do., for amount paid J. E. Anthony for crying the sale, per his receipt for same exhibited, the sum of		10.00
	To do., for the amount paid Madison Brown auditor for stating this account, per receipt for same exhibited, the sum of	9.00	
			\$116.32
	To Richard T. Earle, assignee of the said mortgage, on account of his mortgage claim as of day of sale, this balance which is not sufficient to pay the debt in full, to wit:	384.68	
			\$501.00 \$501.00

MADISON BROWN
Auditor

December 4, 1939.

Cause No. 3218.

Statement of Mortgage Debt.

Otto French and Edward Mundt, the parties making the mortgage described in this cause to Richard T. Earle, assignee of said mortgage, DR.

1939

Sept. 19 To amount of the mortgage debt, principal and interest, due this date, the day of the mortgage sale, per statement of the mortgage debt filed same day in this cause, to wit: \$ 418.00

CR.

By amount of the net sale of this cause distributed by the foregoing account unto said assignee on

account of above mentioned debt, to
wit: 384.00

DR. 1

To balance due said assignee, to wit: 33.32

This balance bears interest from Sept.
19, 1939,

MADISON BROWN
Auditor

December 5, 1939.

Filed Dec. 5, 1939.

NISI RATIFICATION OF AUDIT

Richard T. Earle,
assignee

VS.

Otto French
Edward Mundt.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY.
)
)
) CASE No. 3218.
)

ORDERED, This 5th day of December in the year nineteen hundred and 39 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, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of December, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed December 5th, 1939.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Dec. 28, 1939.

NISI RATIFICATION OF AUDIT

RICHARD T. EARLE
Assignee
vs.
OTTO FRENCH
EDWARD MUNDT

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3218.

ORDERED, This 5th day of December in the year nineteen hundred and thirty-nine, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of December, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of December, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

True Copy-
Test:

A. SYDNEY GADD JR. Clerk

Filed December 5th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Dec. 28, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
hereby certifies that the Nisi Ratification of Audit in the case of Richard

T. Earle, assignee vs. Otto French & Edward Mundt 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 two successive weeks the first publication thereof having been made in said newspaper on the 7th day of Dec. 1939, being more than two weeks before the 23rd day of Dec. 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISH-
ING CO.

BY John A. Thayer

Filed Dec. 28, 1939.

ORDER OF COURT
Filed Jan. 6, 1940.

ORDER OF COURT

It is on this 6th day of January, 1940, by The Circuit Court for Queen Anne's County sitting as a Court of Equity, ORDERED that the within and foregoing report and account of Madison Brown, Court 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 nisis heretofore passed in this cause to said auditor's report and account, and Richard T. Earle, assignee, is hereby directed and ordered to make distribution of said proceeds in accordance therewith.

THOS. J. KEATING

Filed Jan. 6th, 1940.

CAUSE No. 3200

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Second day of February, in the year Nineteen Hundred and Thirty Nine, the following Order to Docket Suit was filed for record, to wit:-

John Palmer Smith,
Assignee of Mortgage,

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY,

Nathaniel C. Leverage
Adelaide L. Leverage, his wife,
Mortgagors.

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 Nanthaniel C. Leverage and Adelaide L. Leverage, his wife, to Richard T. Earle, Trustee for Mary F. Earle, dated March 30th, 1932, and of the assignments thereof, by mesne assignments, to John Palmer Smith, for the purpose of foreclosure and collection, said mortgage and assignments being recorded in Liber B. H. T. No. 14, folio 272, etc., 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.,

JOHN PALMER SMITH
Assignee of Mortgage

Filed Feb. 22nd, 1939.

CERTIFIED COPY OF MORTGAGE
Filed Feb. 22, 1939.

.....
#15,450. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on the Thirty first day of March, in the year nineteen hundred and thirty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Thirtieth day of March in the year nineteen hundred and thirty two, by Nathaniel C. Leverage and Adelaide L. Leverage, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Nathaniel C. Leverage and Adelaide L. Leverage, his wife, are indebted unto Richard T. Earle, Trustee for Mary F. Earle, in the sum of THREE THOUSAND DOLLARS (\$3,000.00) for cash this day loaned, to be repaid at the expiration of three years from this date with interest thereon in the meantime at the rate of 6% per annum payable semi-annually; and whereas, as evidence of said indebtedness the said Nathaniel C. Leverage and Adelaide L. Leverage, his wife, have passed to the said Richard T. Earle, Trustee for Mary F. Earle, their joint and several promissory note to this order payable three years after date in the sum of \$3,000.00, with interest thereon payable semi-annually, being endorsed across the face of said note "Principal Mortgage Note secured by mortgage of even date"; and whereas, it was a condition precedent to making said loan and the acceptance of said note that this mortgage should be given to more effectually secure the re-payment of said indebtedness and the interest thereon in the meantime to accrue.

Now therefore, in consideration of the premises and the sum of one dollar the said Nathaniel C. Leverage and Adelaide L. Leverage, his wife, do hereby grant and convey unto and to the said Richard T. Earle, Trustee for Mary F. Earle, his successors in said trust or assigns, in fee simple, all that lot or tract or parcel of land known as "The W. F. Leverage Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Church-Hill to Roberts Station, adjoining the lands of Sarah R. Clough, the Pullen Farm formerly owned by John H. Evans and the Hall Farm, and contains sixteen acres of

land, more or less, being the same land and all the land granted and conveyed unto the grantors by deed from William F. Leverage and Marion L. Leverage, his wife, dated March 8th., 1923, and recorded in Liber J. F. R. #10, folios 313, a Land Record Book for Queen Anne's County, Maryland, to which deed reference is hereby made for a fuller and more accurate description.

TOGETHER with 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 Nathaniel C. Leverage and Adelaide L. Leverage, his wife, their executors, administrators or assigns, shall well and truly pay to the said Richard T. Earle, Trustee for Mary F. Earle, his successors, executors, administrators or assigns, the aforesaid sum of Three Thousand Dollars and interest thereon to accrue 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 Nathaniel C. Leverage and Adelaide L. Leverage, his wife, their heirs and assigns, shall possess said property.

AND the said Nathaniel C. Leverage and Adelaide L. Leverage, his wife, for themselves, their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Richard T. Earle, Trustee for Mary F. Earle, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee his successors executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the Interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Richard T. Earle, Trustee for Mary F. Earle, his successors, executors, administrators or assigns, or RICHARD T. EARLE, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 Nathaniel C. Leverage and Adelaide C. Leverage, his wife, or the survivor, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Richard T. Earle, Trustee for Mary F. Earle, executors, administrators, successors or assigns, or RICHARD T. EARLE their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Annes County, in Equity, and which said costs, expenses and commissions the said Nathaniel C. Leverage and Adelaide L. Leverage, his wife, or the survivor, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Nathaniel C. Leverage (SEAL)

TEST:

Adelaide L. Leverage (SEAL)

Lida Hopkins

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

I hereby certify that on this 30th day of March, in the year nineteen hundred and thirty two, personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, Nathaniel C. Leverage and Adelaide L. Leverage, his wife, and each acknowledged the within and foregoing mortgage to be their respective act and at the same time personally appeared before me, Richard T. Earle, Trustee for Mary F. Earle and made oath in due form of law that the consideration set forth in the within and foregoing mortgage is true and bona fide as therein set forth.

In witness whereof I have hereunto subscribed my name and affixed my seal notarial.

Lida Hopkins
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of February, in the year 1933, the following Assignment was brought to be recorded, to wit:-

For value received and in pursuance of an Order of the Circuit Court for Queen Anne's County in Equity passed on the 11th. day of February, 1933, in Chancery Cause #2514 in said County, I, Richard T. Earle, Trustee for Mary F. Earle, do hereby assign the within and foregoing mortgage to William R. Horney, Trustee and Committee for Mary E. Earle,

Witness my hand and seal this 13th. day of February, 1933.

Test: Hilda T. Seward
Richard T. Earle (SEAL)
Trustee for Mary F. Earle

Queen Anne's County, to wit: Be it remembered that on the third day of June, in the year Nineteen Hundred and thirty seven the following Assignment was filed for record, to wit:-

In pursuance of an order of the Circuit Court for Queen Anne's County in Equity, passed in Chancery Cause No. 727 on the 28th day of April, 1937. I, William H. Horney, Trustee and Committee of Mary E. Earle, do hereby assign the within and foregoing Mortgage to William S. Babcock and Richard T. Earle, administrators of Mary E. Earle, deceased.

Witness my hand and seal this first day of May, 1937.

Witness: Hilda T. Seward
Wm. R. Horney (SEAL)
Trustee and Committee of Mary E. Earle.

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:

The within and foregoing mortgage, from Nathaniel C. Leverage and Adelaide L. Leverage his wife, id hereby assigned, without recourse or guaranty, to Richard T. Earle, guardian, for Ann Earle and James T. Earle, to the extent of Twenty Six Hundred and Ninety three dollars and twenty eight cents (\$2,693.28), the balance of principal and interest due thereon is hereby assigned to Richard T. Earle.

Witness our hands and seals this 26th day of August, 1937.

Test as to W. S. Babcock
Mary H. Babcock
William S. Babcock (SEAL)
Richard T. Earle (SEAL)
Administrators of Mary E. Earle.
Test as to Richard T. Earle
Bertha G. Durney

Queen Annes County, to wit: Be it remembered that on the twenty second day of February, in the year Nineteen Hundred and thirty nine the following Assignment was filed for record, to wit:

Pursuant to an Order of the Orphans' Court for Queen Anne's County passed on the 14th day of February, 1939, In the Matter of the Guardianship of Ann Earle and James T. Earle", I, Richard T. Earle, Guardian for Ann Earle and James T. Earle, do hereby assign unto John Palmer Smith that portion of within mortgage debt, and interest due said wards, for the purpose of foreclosure and collection.

And I, Richard T. Earle, in my individual capacity, do hereby assign unto John Palmer Smith for the purpose of foreclosure and collection, that portion of the within and foregoing mortgage debt and interest due me individually,

Witness my hand and seal as Guardian for Ann Earle and James T. Earle and my hand and seal in my individual capacity, this 22nd day of February, 1939.

Test: L. Herman Meredith

Richard T. Earle (SEAL)
Guardian for Ann Earle and James T.
Earle

Test: L. Herman Meredith

Richard T. Earle (SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 14, folios 272, 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 Twenty-second day of February, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's
Place.

CERTIFIED COPY OF BOND
Filed Feb. 28, 1939.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this twenty-eighth day of February, nineteen hundred and thirty nine, the following bond was filed for record, to wit:

State of Maryland,

Queen Anne's County, To wit:-

Know All Men by these Presents, that we, John Palmer Smith, of Queen Anne's County, State of Maryland, and the Glens Falls Indemnity Company of Glens Falls, New York, 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 22nd day of February, 1939.

Whereas, a certain mortgage from Nathaniel C. Leverage and Adelaide L. Leverage, his wife, to Richard T. Earle, Trustee for Mary F. Earle, dated March 30th, 1932, and recorded among the land records of Queen Anne's County, Maryland, in Liber B. H. T. #14, folio 272, etc., has been, by mesne assignments, duly assigned unto the said John Palmer Smith, for purpose of foreclosure and collection, which said assignments are recorded among said land records at the foot of said mortgage.

And whereas, the above bounded, John Palmer Smith, as the assignee as aforesaid of the above described mortgage, is about to execute the power of sale contained in the said above described property 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 John Palmer Smith do and shall well and faithfully abide by and fulfill any order or decree which shall be made and passed 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.

JOHN PALMER SMITH (SEAL)

The Glens Falls Indemnity Company of
Glens Falls, New York.

Signed, sealed and
delivered in the presence
of:-

by L. HERMAN MEREDITH
Its Attorney in fact.

FRANCES BUTLER

ATTEST:

FRANCES BUTLER

And on the back of the foregoing Bond was thus endorsed to wit:
Security approved and Bond filed February, 28th., 1939.

A. Sydney Gadd Jr. Clerk.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing is truly taken
and copied from Liber W. H. C. #1, folio 110 and 111 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 28th. day of Feb., nineteen hundred
and thirty nine.

A. Sydney Gadd Jr. Clerk.

Seal's
Place.

REPORT OF SALE
Filed April 13, 1939.

John Palmer Smith,
Assignee of Mortgage,

vs.

Nanthaniel C. Leverage,
and
Adelaide L. Leverage,
his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

No. 3200.

.....

To the Honorable, the Judges of said Court:-

The Report of John Palmer Smith, Assignee of Mortgage
hereinafter described, to your Honors respectfully sets forth:-

Default having occurred in the terms of the mortgage
from Nathaniel C. Leverage and Adelaide L. Leverage, his wife, to Richard T.
Earle, Trustee for Mary F. Earle, said mortgage being dated March 30th, 1932,
and recorded among the land records of Queen Anne's County, Maryland, in Liber
B. H. T. No. 14, folio 272, etc., and by mesne assignments duly assigned unto
the said John Palmer Smith, the said Assignee, by virtue of the power of sale
contained in the above described mortgage, after giving bond with security ap-
proved by the Clerk of this Court for the faithful performance and discharge
of the trust reposed in him under said mortgage, and after giving notice of the
time, place, manner 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 twenty (20) days before the day of sale, to wit, for
four successive weeks, beginning on the 23rd day of February, 1939, and the
last insertion being on March 16th, 1939, as per certificate filed herewith,
and as provided in said mortgage, did, as assignee of said mortgage, pursuant
to said notice and advertisement, attend in front of the Court House Door, in
the town of Centreville, Queen Anne's County, Maryland, on Tuesday, March 21st,
1939, between the hours of 1 and 2 o'clock P. M., namely, at the hour of 1.30
P. M., and did then and there proceed to make sale of the real estate mention-
ed and described and conveyed in the aforesaid mortgage, and that the procedure
at said sale was as follows:-

In the first place the Assignee read the advertisement of sale, and announced that the State and County taxes for the year 1939 were to be paid by the purchaser, that the fire insurance premiums would be adjusted as of the day of sale, that possession of the land would be given upon compliance with the terms of sale, and that possession of the dwelling and buildings would be given on May 1st, 1939, that all title papers, including stamps and fees, to be at the expense of the purchaser, and then the Assignee directed the Auctioneer to proceed to sell the property so advertised, being All that lot or tract or parcel of land known as "The W. F. Leverage Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the south side of the State Road leading from Church Hill to Roberts Station, adjoining the lands of W. Levy Clough, the Pullen Farm formerly owned by John H. Evans, and the Hall Farm, and contains Sixteen (16) Acres of land, more or less, improved by a frame dwelling house and outbuildings. Being the same land conveyed unto the said mortgagors by deed from Wm. F. Leverage and wife, dated March 8th, 1923, and recorded among the land records in Liber J. F. R. No. 10, folio 313, etc., a land record book for Queen Anne's County, Maryland, and sold the same unto Richard T. Earle, of Centreville, Maryland, who was then and there the highest bidder therefor at and for the sum of Two Thousand Dollars (\$2,000.00).

The purchaser, Mr. Richard T. Earle, advises your Vendor that upon ratification of the sale, he will pay the full purchase price, and since he has an equity in the mortgage, of several hundred dollars, your Vendor considers this compliance at the present time.

JOHN PALMER SMITH
Assignee of Mortgage.

Filed herewith:-

Certificate of Queen Anne's Record-Observer.
Certificate of J. Elmer Anthony, Auctioneer.
Copy of Notice read at the time of sale as to taxes, insurance, possession and title papers.

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

I hereby certify, that on this 13th day of April, 1939, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared John Palmer Smith, Assignee of Mortgage, the party making the above mentioned and enclosed Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale to be true and correct as therein stated to the best of his knowledge and belief, and that the sale was fairly made.

A. SYDNEY GADD JR.
Clerk of the Court.

Filed April, 13, 1939.

Centreville, Md.

April 13th, 1939.

I hereby certify, that I did offer for public sale on March 21st, 1939, in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, between the hours of 1 and 2 o'clock P. M., at the hour of 1.30 P. M., the property described in the attached advertisement of sale, described as

All that lot or tract or parcel of land known as the "W. F. Leverage Property", situate in the Second Election District of Queen Anne's County, Maryland, on the south side of the State Road leading from Church Hill to Roberts Station, adjoining the lands of W. Levy Clough, the Pullen Farm formerly owned by John H. Evans, and the Hall Farm, containing sixteen acres of land, more or less, improved by a frame dwelling house and outbuildings, and did then and there sell the said property to Richard T. Earle, at and for the sum of Two Thousand Dollars (\$2,000.00), he being then and there the highest bidder therefor.

J. ELMER ANTHONY
Auctioneer.

Copy of Notice read at time of sale as to taxes, insurance, possession and title papers.

The State and County Taxes for the year 1939 to be paid by the purchaser.

Fire Insurance premium to be adjusted as of day of sale.

Possession of land on compliance with terms of sale.

Possession of dwelling and outbuildings on May 1st, 1939.

All title papers at the expense of purchasers, as well as all stamps and fees.

JOHN PALMER SMITH
Assignee of Mortgage.

CERTIFICATE OF PUBLICATION OF SALE
Filed April 13, 1939.

ASSIGNEE'S SALE
Of Valuable
REAL ESTATE

Small Farm near Church Hill, Maryland.

Under and by virtue of power and authority contained in a certain mortgage from Nanthaniel C. Leverage and Adelaide L. Leverage, his wife, to Richard T. Earle, Trustee for Mary F. Earle, dated March 30th, 1932, and recorded among the land records of Queen Anne's County in Liber B. H. T. No. 14, folio 272, etc., which said mortgage by mesne assignments has been duly assigned to me for the purposes of foreclosure and collection, default having occurred in the covenants and conditions of said mortgage, the undersigned will offer at public sale in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MARCH 21, 1939 between the hours 1 and 2 o'clock P. M., the following real estate mentioned, and described in said mortgage, to wit:

All that lot or tract or parcel of land known as "The W. F. Leverage Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the south side of the State Road leading from Church Hill to Roberts Station, adjoining the lands of W. Levy Clough, the Pullen Farm formerly owned by John H. Evans, and the Hall Farm, and contains Sixteen (16) Acres of land, more or less. Being the same land conveyed unto the said mortgagors by deed from Wm. F. Leverage and wife dated March 8th, 1923, and recorded among the land records aforesaid in Liber J. F. R. No. 10, folio 313 etc.

This property has a frame dwelling house in good condition, and fair outbuildings. There are numerous fruit trees and several acres of vineyard. The property is conveniently located close to Church Hill and makes a fine home nicely located.

TERMS OF SALE:- One-third cash on day of sale, and the balance to be paid upon ratification of sale. Deferred payment to draw interest. Revenue stamps and title papers at cost of the purchaser. Other terms made known day of sale.

JOHN PALMER SMITH
Assignee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 3, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignees Sale in the case of John Palmer Smith, Assignee vs. Nathaniel C. Leverage and Adelaide L. Leverage, 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 23d day of February 1939, being more than twenty days before the 21st day of March 1939.

THE QUEEN ANNE'S RECORD and OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

Filed April 13, 1939.

N I S I

John Palmer Smith, Assignee of
Mortgage

VS.

Nathaniel C. Leverage
Adelaide L. Leverage, his wife
Mortgagors.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
) CHANCERY No. 3200.

ORDERED, This 13th day of April A. D., 1939, that the sale of Real Estate made and reported in this cause by John Palmer Smith, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. 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 \$2,00.00

A. SYDNEY GADD JR

A. Sydney Gadd Jr. Clerk

Filed April 13, 1939.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed October 13, 1939.

N I S I

JOHN PALMER SMITH,
Assignee of Mortgage
vs.
NATHANIEL C. LEVERAGE,
ADELAIDE L. LEVERAGE,
his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3200.

ORDERED, This 13th day of April A. D., 1939, that the sale of the Real Estate made and reported in this cause by John Palmer Smith, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd 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 \$2,000.00.

A. SYDNEY GADD, JR., Clerk
True Copy-
Test:
A. SYDNEY GADD, JR., Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 21, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of John Palmer Smith Assignee of Mortgage vs. Nathaniel C. Leverage and Adelaide L. Leverage 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 20th day of April, 1939, being more than four weeks before the 20th day of May 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 21, 1939.

CERTIFIED COPY OF PETITION AND ORDER
Filed Oct. 23, 1939.

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

In the Matter of the Guardianship of

Richard T. Earle, Jr., Ann Earle and James T. Earle.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The petition of Richard T. Earle, Guardian of Richard T. Earle, Jr., Ann Earle and James T. Earle, to your Honors respectfully shows:

1. That the original corpus of this estate which was \$2,850.00, was invested under an order of this Honorable Court in a promissory note given by your petitioner's wife, said note being secured by a life insurance policy on the life of your petitioner, and an assignment by your petitioner of certain interest that he had in certain trust funds therein set forth.
2. That your petitioner's interest in said trust funds was subject to the rights of Mary E. Earle, a half sister of your petitioner, and that the said Mary E. Earle has since died and her estate has been settled by your petitioner and William S. Babcock, as administrators.
3. That the principal and interest due thereon to Richard T. Earle, Jr., representing a one third interest in the corpus of the estate has been paid him and a release thereof duly filed.
4. That among other assets of the estate of Mary E. Earle was a certain mortgage in the sum of \$3,000.00, which your petitioner had made in this Trust estate, under the order of the Circuit Court for Queen Anne's County in Equity, to Nathaniel C. Leverage and Adelaide L. Leverage, his wife; which mortgage at the time of the closing of the estate of Mary E. Earle, your petitioner relying upon his knowledge and all information available to him believed to be a safe investment.
5. Your petitioner believing said mortgage a safe investment, and being desirous of securing the best investment possible compatible with safety and being further advised by the said Nathaniel C. Leverage that he could pay the same on short notice, securing the funds for payment thereof out of an estate in Delaware in which his wife owned a fee simple estate subject nevertheless to a life estate, in a party of considerable age, did assign and procure the other administrator of Mary E. Earle to assign said mortgage to your petitioner to the extent of over twenty six hundred dollars, the amount then due the two wards, Ann Earle and James T. Earle, and to himself individually to the extent of the balance due on said mortgage; that said assignment was made without the order of this Honorable Court first had and obtained and therefor your petitioner remains liable therefor.
6. That the said Adelaide L. Leverage has since died and left a will, duly probated in this Court and Letters testamentary have been granted thereon to the said Nathaniel C. Leverage, leaving no estate save and except that which she is entitled under said trust funds in the State of Delaware and your petitioner is advised that said estate is to remain open until the funds of said trust estate vests in the estate of Adelaide L. Leverage.
7. That since the death of the said Adelaide L. Leverage the security in said mortgage has rapidly depreciated in value, the interest remains unpaid, the taxes for the year 1938 had to be paid by your petitioner and the insurance had to be guaranteed and will be paid by your petitioner; and your petitioner believed that it will be impossible to secure all monies due under said mortgage by a foreclosure but that in order to re-emburse the mortgagees that it will be necessary to secure a deficiency judgment against the estate of Adelaide L. Leverage and collect the shortage thereoutof.
8. That in order to pursue the legal remedies that are by right entitled to the mortgagees, that due to said assignment, which your petitioner admits was in error and from the liability thereof he does not desire to avoid, it is necessary to first have and obtain an order of this Honorable Court to assign said mortgage for the purpose of foreclosure and collection and the further right to take whatever necessary and proper legal steps to collect a deficiency judgment if and when secured.

Your petitioner therefor prays this Court to grant under your petitioner an order of this Honorable Court directing him to assign this mortgage to the extent of the interest that he has therein for the benefit of his wards and to pursue whatever proper and necessary legal steps to collect all monies due there under to said wards, it being understood nevertheless that the Court is not ratifying and approving the assignment of said mortgage as now made without approval of court and that the bond of the said Guardian is liable for any deficiency.

Respectfully submitted,

Richard T. Earle
Guardian

ORDER OF COURT

The foregoing petition having been read and considered, it is hereupon ordered this 14th day of February, 1939, by The Orphans Court for Queen Anne's County, that Richard T. Earle, Guardian for Ann Earle and James T. Earle, be and he is hereby directed and ordered to assign the mortgage of Nathaniel C. Leverage and Adelaide L. Leverage, his wife, which he now holds to the extent of over twenty six hundred dollars for the benefit of said wards, to some attorney of his selection for the purpose of foreclosure and collection and shall pursue all necessary and proper steps towards collecting the amounts due under said mortgage, it being understood that the bond of the said Guardian is liable for any deficiency on account of said assignment having been made without the order of this Court being first had and obtained.

Henry C. Bowen

C. Tilghman Bishop

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

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Petition and Order of Richard T. Earle, Guardian of Richard T. Earle, Jr., Ann Earle and James T. Earle, infants, as filed and passed in this office on February 14, 1939 and recorded in Liber N. S. D. No. 2 Folio 145 a Record Book of Petitions and Orders in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 23rd day of October 1939.

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

Seal's
Place.

STATEMENT OF MORTGAGE DEBT
Filed October 24, 1939.

John Palmer Smith,
Assignee of Mortgage,

vs.

Nathaniel C. Leverage
Adelaide L. Leverage.

#

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

Cause No. 3200.

STATEMENT OF MORTGAGE DEBT.

To Mortgage due:-

1937			
August 26th.	To principal amount due		
	Richard T. Earle, Guardian for		
	Ann and James T. Earle -----	2.693.28	
	Interest due therefrom		
	8-a7-1937 to 3-21-1939----	<u>255.42</u>	\$2,948.70
	Principal amount due		
	Richard T. Earle, individually	\$306.72	
	Int. from 8-27-1937 to		
	3-21-1939	<u>39.14</u>	<u>345.86</u>
			\$3,294.56
	Taxes State and County for the year 1938		25.54
	To Fire Insurance on property		<u>19.40</u>
	Total		\$3,339.50

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

I hereby certify that on this 24th. day of October, 1939, personally appeared before me, the Clerk of the Circuit Court for Queen Anne's County, Richard T. Earle, who made oath in due form of law that the matters and facts set forth in the above statement is true to the best of his knowledge and belief.

A. SYDNEY GADD JR.
Clerk of the Circuit Court
for Queen Anne's County.

Filed Oct. 24, 1939.

ORDER OF COURT
 Filed October 24, 1939.

ORDERED by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, this 21st day of October in the year nineteen hundred and thirty nine, that the sale of the real estate made and reported by John Palmer Smith, Assignee, in the aforesaid cause of John Palmer Smith, Assignee of the Mortgage vs. Nathaniel C. Leverage and Adelaide L. Leverage, his wife, Mortgagors, be and the same is hereby finally ratified and confirmed, nor cause to the contrary having been shown, although due notice appears to have been given as required by the preceding order nisi. The Assignee is allowed the usual commissions and all expenses not personal, upon producing proper vouchers therefor before the auditor.

THOS. J. KEATING

Filed October 24th, 1939.

John Palmer Smith,
 Assignee of Mortgage

vs.

Nathaniel C. Leverage,
 Adelaide L. Leverage.

In the Circuit Court
 for

Queen Anne's County,
 in Equity.

Cause No. 3200.

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This is to certify that no exceptions to the sale made and reported in this Cause have been filed.

A. SYDNEY GADD JR.
 Clerk of the Circuit Court for
 Queen Anne's County.

Dated: Oct. 21st, 1939.

PETITION TO SUBSTITUTE PURCHASER
 Filed Nov. 21, 1939.

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

John Palmer Smith,
 Assignee of Mortgage,

vs.

Nathaniel C. Leverage,
 Adelaide L. Leverage, his wife,
 Mortgagors.

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#

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No. 3200.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Richard T. Earle unto Your Honors respectfully shows:

That at public sale on March 21st., 1939, the said Richard T. Earle became the purchaser of the real estate mention and described in this cause, as shown by the Report of Sale filed in this cause.

That since the purchase of said real estate the said Richard T. Earle has sold the property herein described unto Dora Elva Powell, and now desires that the said purchaser from him be substituted under an Order of this Court as purchaser of said real estate in his place and stead.

That Cora B. Earle, the wife of Richard T. Earle joins in this petition for the purpose of releasing any inchoate right of dower that she may have in and to the property herein described.

Your petitioner therefore prays Your Honors to pass an order substituting the said Dora Elva Powell as purchaser of said real estate in the place and stead of the said Richard T. Earle and directing John Palmer Smith, Assignee of said property at the sale mention, upon the payment in full of the purchase and not before to convey said property to said substituted purchaser.

Test as to R.T.E.

RICHARD T. EARLE

H. B. W. MITCHELL

CORA B. EARLE

Test as to C.B.E.

EDNA F. FORSYTH

I hereby agree to be substituted as purchaser of the property herein mentioned and described and sold at said sale.

Test: _____

DORA ELVA POWELL

The Assignee of said mortgage does hereby consent to said substitution.

JOHN PALMER SMITH
Assignee of Mortgage.

Filed November 21st, 1939.

ORDER OF COURT
Filed Nov. 25th, 1939.

ORDERED by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, upon the foregoing petition, consent of substituted purchaser, and consent of assignee, on this 22nd day of November, 1939, that Dora Elva Powell be and she is hereby substituted as purchaser of the property described in the report of sale filed in this cause, in the place and stead of Richard T. Earle, and that John Palmer Smith, Assignee of Mortgage, making sale, be and he is hereby authorized, empowered and directed upon the payment to him in full of the purchase price, named in said report of sale, and not before, to convey the property sold unto Dora Elva Powell in the place and stead of the said Richard T. Earle, as fully and effectually as if the said Dora Elva Powell had been the original purchaser at said sale.

THOS. J. KEATING

Filed Nov. 25th, 1939.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Nov. 29, 1939.

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

John Palmer Smith, Assignee,)
vs.) Chancery #3200.
Nathaniel C. Leverage,)
Adelaide L. Leverage)

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 by John Palmer Smith for the purpose of collecting a mortgage debt out of the proceeds of a sale to be made by him under a mortgage which was held by him as assignee thereof. The property was sold on March 21, 1939 and on this date the mortgage mentioned was held by him under two several assignments, one of which was made to him by Richard T. Earle as the Guardian of Ann Earle and James T. Earle, two infants and the other of which was made to him by Richard T. Earle in his individual capacity. It appears from the proceedings that the amount of that part of the mortgage held on the day of sale by said John Palmer Smith under the assignment first mentioned is the sum of \$2,948.70 including both principal and interest and the amount of the debt held by said Smith under the mortgage on the day of the sale is the sum of \$345.86, meaning that this is the amount due under that part of the mortgage assigned by Richard T. Earle in his individual capacity to said Smith. The proceeds of the sale made and reported by John Palmer Smith are not sufficient to pay the amount of the mortgage indebtedness due on the day of the sale and the costs incident to the sale.

According to the statement of the mortgage debt filed in this Cause Richard T. Earle, as the holder of a part of the mortgage had paid prior to the day of sale or had secured to be paid taxes on the mortgaged property amounting to \$25.54 and insurance on the mortgaged property amounting to \$19.40 as will appear by reference to the statement of the said debt. Since the day of the sale both of these items have been paid out of the proceeds of the sale or by Mr. Earle and receipted vouchers therefor have been exhibited to the Auditor.

The Auditor has stated the within account between the proceeds of the sale of this cause and John Palmer Smith as the party making the sale. In the within account he has first charged the said Smith with the gross amount of the sale made by him and has then thereout allowed unto the said Smith as follows: to wit:

his commissions for making the sale per terms of mortgage, the court costs of this cause, the cost of his bond, the cost of advertising notices of sale and several orders nisi of the cause, the charges of the auctioneer for crying the sale, the fee of the auditor and the items of insurance and taxes above mentioned.

The balance remaining constitutes the net proceeds of the mortgage sale and is distributed unto John Palmer Smith according to his assignments mentioned pro rata. The auditor appends statements showing what the mortgagors owe said assignee under the mortgage after application to the debt after the sale.

Respectfully submitted.

MADISON BROWN, auditor.

CAUSE NO. 3200.

The proceeds of the sale of the mortgaged real estate of Nathaniel C. Leverage and Adelaide L. Leverage, his wife, in account with John Palmer Smith (hereinafter called "Vendor") as assignee of the mortgage described in this cause and as such the person making the sale set forth in the proceedings of this cause.

CR.

1939
March
21

By the amount of the gross sale of said mortgaged real estate made this date by the vendor per his report of sale filed, to wit: the sum of \$2,000.00

DR.

To John Palmer Smith, the vendor for his commissions for making said sale per terms of the mortgage mentioned in this cause, the sum of \$ 122.50

To do., for the court costs of this cause as per statement of clerk exhibited as follows, to wit:
cost of clerk paid to him \$ 23.00
cost of Register of Wills, paid, 2.00
Appear. fee of plaintiff's atty. . . . 10.00
Total of these costs, \$ 35.00 35.00

To do., for the costs of his bond filed in this cause paid the Corporate Surety thereon, per receipted account exhibited, the sum of 16.00

To do., for the costs of advertising in county newspaper, notice of sale \$37.13
order nisi as to sale, 5.00
total costs, \$42.13 42.13
per account for same receipted exhibited.

To do., for the amount paid J. E. Anthony for crying the mortgage sale, per his receipt for same exhibited, to wit: 10.00

To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

To do., for the fee of Madison Brown, for stating this account to be paid to him, the sum of 9.00

To Richard T. Earle as mortgagee for the amount of state and county taxes due by mortgagors on mortgaged property for year 1938 paid by him per mortgage statement filed per receipted tax account exhibited, the sum of 25.54

Amounts carried forward \$ 263.67 \$2,000.00

Amounts brought forward \$ 263.67 \$2,000.00

DR.

To Richard T. Earle as mortgagee for the costs of certain fire insurance on mortgaged property procured by him in 1938 and paid by him as per receipted account for same exhibited (see statement of mortgage debt filed), the sum of 19.40

\$ 283.07

To balance representing the new mortgage sale carried below and distributed, to wit: 1,76.93

\$2,000.00 \$2,000.00

CR.

By amount of the net mortgage sale brought down for distribution, to wit: \$1,716.93

DR.

To John Palmer Smith, assignee of Richard T. Earle as guardian of Anne Earle and James T. Earle, on account of the mortgage debt due to said infants, the sum of \$1,536.84

To John Palmer Smith, assignee of Richard T. Earle in his individual capacity on account of the debt so due unto him, the sum of 180.09

\$1,716.93 \$1,716.93

November 29, 1939.

MADISON BROWN
Auditor.

CAUSE NO. 3200.

Statement of mortgage debt.

Nathaniel C. Leverage and Adelaide L. Leverage, the mortgagors making the mortgage described in this cause to John Palmer Smith, as assignee of part of the mortgage debt under assignment made to him by Richard T. Earle, guardian of Anne Earle and James T. Earle, DR.

1939
March
21

To amount of the mortgage debt due to said assignee under the covenants of said mortgage on this date, the day of the mortgage sale, as principal and interest mentioned in this mortgage per statement of mortgage debt filed in this cause, to wit: the sum of \$ 2,948.70

CR. By amount of the net proceeds of the sale of this cause distributed to said assignee on account of said mortgage debt by the preceding account, the sum of 1,536.84

DR. To amount of balance of the mortgage debt due to said assignee by said mortgagors, to wit: \$1,411.86
With interest thereon from March 21, 1939.

Nathaniel C. Leverage and Adelaide L. Leverage, the mortgagors making the mortgage described in this cause to John Palmer Smith as assignee of part of the mortgage debt under assignment made to him by Richard T. Earle in his individual capacity.

1939
March
21

To amount of the mortgage debt due to said assignee under the covenants of said mortgage on this date, the day of the mortgage sale, as principal and interest mentioned in the mortgage, per statement of mortgage debt filed in this cause, to wit: the sum of \$ 345.86

CR. By amount of the net proceeds of the sale of this cause distributed to said assignee on account of said mortgage by the preceding account, the sum of 180.09

DR. To amount of balance of the mortgage debt due to said assignee by the mortgagors, to wit: \$ 165.77
With interest thereon from March 21, 1939.

November 29, 1939.

MADISON BROWN,
Auditor.

Filed Nov. 30, 1939.

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee)
VS.)
Nathaniel Leverage)
Adelaide L. Leverage)
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE No. 3200

ORDERED, This 29th day of November in the year nineteen hundred and 39 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of December, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of December, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed Nov. 29, 1939.

PETITION FOR COURT TO DIRECT DISTRIBUTION
Filed Dec. 28, 1939.

John Palmer Smith, Assignee of Mortgage, #
vs. # Cause No. 3200.
Nathaniel C. Leverage and Adelaide L. Leverage, his wife, #
Mortgagors.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That the audit filed in this cause, which is ratified, directs your petitioner to distribute the sum to himself as assignee of Richard T. Earle, Guardian for Ann and James T. Earle of \$1,716.93, and to himself as assignee of Richard T. Earle, in his individual capacity the sum of \$180.09; that in addition to aforesaid sums your petitioner has the further sum of \$81.76, collected as interest on the purchase money from the day of sale until paid, which sum is also for distribution to the parties in interest according to their respective interests therein.

2. That Richard T. Earle individually has filed in this cause a sworn statement of mortgage debt, showing the amounts due to him as guardian as aforesaid and in his individual capacity.

3. That there is filed in this cause a certificate of The Register of Wills for Queen Anne's County, stating that Richard T. Earle is the legal guardian for Ann and James T. Earle and has qualified as such by the filing of an approved corporate bond in the sum of \$3,000.00.

4. That the audit shows insufficient funds to satisfy the amounts due Richard T. Earle as guardian for Ann and James T. Earle and also due himself; under which condition, your petitioner is uncertain as to how distribute the same as to whether the rights to said sum for distribution to Richard T. Earle in his individual capacity would not be subrogated to the rights of the said Richard T. Earle in his trust capacity as guardian aforesaid, under which condition your petitioner desires this Honorable Court to direct him in said distribution.

To the end that:

1. This Court may pass an order in this cause directing the your petitioner in the distribution of the net proceeds of the sale of the mortgaged premises.

Respectfully submitted.

JOHN PALMER SMITH
Assignee of Mortgage.

Filed December 28th, 1939

CERTIFICATE OF REGISTER OF WILLS
Filed December 28, 1939.

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 of Queen Anne's County DO HEREBY CERTIFY that it appears from the Records in said Court that on the 30th day of August, A. D., nineteen hundred and thirty Richard T. Earle was appointed Guardian of Richard T. Earle, junior, Ann Earle and James T. Earle, infants; that the said Richard T. Earle qualified as such Guardian by filing a corporate surety bond in the penal sum of Four Thousand Dollars (\$4,000.00) with the Maryland Casualty Company which was approved by the Court; that the said Richard T. Earle has filed among the Guardian Records of this Court a Release from Richard T. Earle, junior on the 1st day of December, 1936 and said Release is recorded among the Release Records of this Court in Liber N. S. D. #1, folio 13.

In Testimony Whereof, I, Norman S. Dudley Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 21st day of December, 1939.

NORMAN S. DUDLEY
Register of Wills.

Seal's
Place.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Dec. 28, 1939

NISI RATIFICATION OF AUDIT

JOHN PALMER SMITH,
Assignee,

vs.

NATHANIEL LEVERAGE
ADELAIDE L. LEVERAGE

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

Case No. 3200

ORDERED, This 29th day of November in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of December, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of December, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk

True Copy-

Test: A. SYDNEY GADD, JR., Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Dec. 28th, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. HEREBY CERTIFIES THAT THE Attached Nisi Ratification of Audit in the case of John Palmer Smith assignee vs. Nathaniel Leverage & Adelaide L. Leverage, 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 each of two successive weeks the first publication thereof having been made in said newspaper on the 30th day of Nov. 1939, being more than 2 weeks before the 13th day of Dec. 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By JOHN A. THAYER

Filed Dec. 28, 1939.

CONSENT OF RICHARD T. EARLE
Filed December 30, 1939.

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

John Palmer Smith,
Assignee,

#

VS.

#

Cause No. 3200.

Nathaniel C. Leverage and
Adelaide L. Leverage, his wife,
Mortgagors

#

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby consent to the Court passing an Order on the attached petition directing John Palmer Smith, Assignee, to distribute the entire net proceeds of sale in this cause together with any interest collected by said assignee on unpaid purchase money, to myself as Guardian for Ann and James T. Earle; hereby waiving any claim that I might have individually, if any, in favor of myself as Guardian.

RICHARD T. EARLE

Filed December 30th, 1939.

ORDER OF COURT
Filed Dec. 30, 1939.

The foregoing petition and the attached consent of Richard T. Earle, wherein he waives any rights to the net proceeds of sale in this cause together with interest collected in favor of himself as Guardian for Anne and James T. Earle, having been read and considered, it is hereupon this thirtieth day of December, 1939, ORDERED that John Palmer Smith, Assignee in this cause, be and he is hereby directed to distribute the entire net proceeds of sale in this cause together with any interest collected in this cause to Richard T. Earle, Guardian for Ann and James T. Earle.

THOS. J. KEATING

Filed Dec. 30, 1939.

ORDER OF COURT
Filed Dec. 30, 1939.

ORDER OF COURT

It is on this 30th day of December, 1939, 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, 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, to said auditor's report and account, and John Palmer Smith, assignee, is hereby ordered and directed to distribute said proceeds in accordance therewith; except as to payment of such part of the fund as is payable to Richard T. Earle in his individual capacity and which such fact is to be paid as provided for in an order passed upon the petition filed in the cause by the vendor and assented to by said Earle.

THOS. J. KEATING

Filed Dec. 30, 1939.

CHANCERY NO. 3196.

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

H. B. W. Mitchell,
Attorney named in
Mortgage,

vs.

T. Edmund Nelson and
Bertha E. Nelson,
his wife.

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

A. Sydney Gadd, Jr., Clerk:

You will please docket suit as per the above titling and file certified copy of mortgage from T. Edmund Nelson and Bertha E. Nelson, his wife, to Nannie M. Wright and Zadock R. Collins, dated 23rd. day of February, 1938, and recorded in liber W. H. C. No. 6A, a land record book for Queen Anne's County, folio 447.

H. B. W. MITCHELL
Attorney.

CERTIFIED COPY OF MORTGAGE
Filed Feb. 1st, 1939.

.....
#18,869. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Twentieth day of April, in the year nineteen hundred and thirty eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 23rd day of February, in the year nineteen hundred and thirty eight, by T. Edmund Nelson and Bertha E. Nelson, his wife, of Queen Anne's County, State of Maryland.

WHEREAS, said T. Edmund Nelson and Bertha E. Nelson are indebted unto Nannie M. Wright and Zadoc R. Collins, of said county and State, in the full and just sum of two thousand dollars, in equal parts, for the unpaid purchase money for the lot and/or parcel of land hereinafter described (conveyed unto said T. Edmund Nelson and Bertha E. Nelson by Wright and Collins by deed of even date herewith) which said sum of two thousand dollars is to be paid as follows, that is to say: One hundred dollars of said principal sum is to be paid at the expiration of one year from this date and one hundred dollars of said principal sum is to be paid at the expiration of two years from this date and the balance or remaining part of said principal sum of two thousand dollars, to wit: Eighteen hundred dollars, is to be paid at the expiration of three years from this date, and interest on said principal sum or the unpaid balance thereof is to be paid from this date semi-annually at the rate of six per centum per annum, and there was an express condition precedent to the conveyance by Wright and Collins of the lot of land hereinafter described to said T. Edmund Nelson and Bertha E. Nelson that the purchase money therefor, to wit: Two thousand dollars, together with the interest to accrue thereon, were to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE, WITNESSETH: That for and in consideration of the premises and of said sum of two thousand dollars, the said T. Edmund Nelson and Bertha E. Nelson, his wife, do hereby grant and convey unto the said Nannie M. Wright and Zadoc R. Collins, their heirs and assigns,

all that tract, part of a tract, lot and/or parcel of land situate, lying and being near the limits of the town of Centreville in the Third Election District of Queen Anne's County aforesaid, on the left or northeast side of the public road leading out of Centreville toward Ruthsburg, said public road being a continuation of Kidwell Avenue, Centreville, Maryland, and described as follows: BEGINNING for the same on the northeast side of the above mentioned public road where the lot hereby conveyed corners with the land of Florence Lay Parvis and Eudora Blake Parvis and running thence with said public road in a southeasterly direction 62 feet, thence in a northeasterly direction 194 feet, more or less, to a road or right of way; thence with said road or right of way in a northwesterly direction 112 feet to where the lot hereby conveyed corners with lot No. 25 of the Davidson land or McCabe Lots; thence with said lot in a southwesterly direction a distance of 94-7/10 feet to the Parvis Lot above mentioned; thence with said last mentioned lot in a southeasterly direction 50 feet to the corner of said last mentioned lot, and thence with said last mentioned lot in a southwesterly direction 100 feet to said place of beginning, and being the same land that is described in the deed of even date herewith from Wright and Collins to said T. Edmund Nelson and Bertha E. Nelson, his wife, and to be recorded among the land record books for Queen Anne's County immediately preceding the recording of this mortgage.

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

PROVIDED, that if the said T. Edmund Nelson and Bertha E. Nelson or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Nannie M. Wright and Zadoc R. Collins, their executors, administrators or assigns, the aforesaid sum of two thousand dollars, together with interest 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 T. Edmund Nelson and Bertha E. Nelson, their heirs and assigns, shall possess said property.

AND the said T. Edmund Nelson and Bertha E. Nelson 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 Nannie M. Wright and Zadoc R. Collins, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Nannie M. Wright and Zadoc R. Collins or either of them, their or either of their executors, administrators or assigns, or H. B. W. Mitchell, of Queen Anne's County, State of Maryland, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to T. Edmund Nelson and Bertha E. Nelson 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 Nannie M. Wright and Zadoc R. Collins, their executors, administrators, or assigns, or the said H. B. W. Mitchell, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said T. Edmund Nelson and Bertha E. Nelson 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:

KATHERINE C. MORRIS

T. EDMUND NELSON (SEAL)

BERTHA E. NELSON (SEAL)

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

I hereby certify that on this 23rd day of February in the year nineteen hundred and thirty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared T. Edmund Nelson and Bertha E. Nelson, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act and deed, and at the same time also personally appeared before me Zadoc R. Collins, one of the aforesaid mortgagees, and made oath that the consideration stated in the within and foregoing mortgage was just and true as therein set.

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

KATHERINE C. MORRIS
NOTARY PUBLIC.

Notary
Public
Seal.

My commission expires May 1-1939.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 6A, folios 447, 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 1st. day of February, in the year nineteen hundred and thirty nine.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

CERTIFIED COPY OF BOND
Filed Feb. 1, 1939.

Queen Anne's County, to wit: Be it remembered that on the first day of February nineteen hundred and thirty nine, the following bond was filed for record, to wit:

Know all Men by these Presents, that we H. B. W. Mitchell of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, authorized by its charter to become sole surety on bonds, 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 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 1st. day of February, in the year 1939.

WHEREAS, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from T. Edmund Nelson and Bertha E. Nelson, his wife, to Nannie M. Wright and Zadoc R. Collins, dated the 23rd day of February, 1938, and recorded in liber W. H. C. 6A, a land record book for Queen Anne's County, folio 447, said H. B. W. Mitchell being named in said mortgage as attorney to make sale of the land and premises described in said mortgage in the event of default occurring in any of the terms or conditions of said mortgage, default having occurred in the terms and conditions of said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, the said H. B. W. Mitchell, do and shall abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF we have hereunto subscribed our names and affixed our seals the day and year herein first above written.

H. B. W. Mitchell (Seal)

Signed, sealed and
delivered in the
presence of

Maryland Casualty Company
by H. B. W. Mitchell
Attorney in fact.

KATHERINE C. MORRIS

Corp.
Seal
Place

And on the back of the foregoing bond was thus endorsed, to wit:
Security approved and Bond filed February 1st., 1939.
A. Sydney Gadd Jr. Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 107 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 first day of February, in the year nineteen hundred and thirty nine.

A. Sydney Gadd Jr. Clerk

Seal's
Place.

REPORT OF SALE
Filed Feb. 4, 1939.

H. B. W. Mitchell, Attorney
named in Mortgage,

vs.

T. Edmund Nelson and Bertha
E. Nelson, his wife, Mortgagors.

In the Circuit Court for
Queen Anne's County, in
Equity. No. 3196.

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, the Attorney named in the mortgage from T. Edmund Nelson and Bertha E. Nelson, his wife, to Nannie M. Wright and Zadoc R. Collins, dated February 23rd., 1938, and recorded in liber W. H. C. 6A, a land record book for Queen Anne's County folio 447, to make sale of the land and premises described in said mortgage in the event of default occurring in the terms or conditions of said mortgage, a certified copy of said mortgage being filed in the above entitled proceedings, to your Honors respectfully shows:

1. 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, state and county taxes levied on the said mortgaged property and premium on the policy of insurance against fire on the improvements on said land, the said H. B. W. Mitchell, Attorney named in said mortgage as aforesaid, after having first given notice of the time, place, manner and terms of sale by advertisement in The Centreville Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, did, pursuant to said notice and advertisement, attend in front of the Court House Door, in Centreville, Maryland, Saturday, February 4th., 1939, at the hour of 2 o'clock p. m., and, after having first read the advertisement giving notice of the sale of said property, 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, Attorney named in said mortgage as aforesaid, had read said advertisement as aforesaid and announced that that all state and county taxes levied against said property prior to the year nineteen hundred and thirty nine and remaining unpaid would be paid out of the proceeds of sale, said H. B. W. Mitchell, Attorney named in mortgage as aforesaid, proceeded to sell by public auction the lot, tract, part of a tract and/or parcel of land situate, lying and being near the limits of the town of Centreville, in the Third Election District of Queen Anne's County, Maryland, on the Northeast or left hand side of the public road leading out of Centreville toward Ruthsburg, said road being a continuation of Kidwell Avenue, Centreville, Maryland, beginning on the northeast side of the above mentioned public road where said lot of land corners with the lot of land of Florence Lay Parvis and Eudora Blake Parvis and running thence with said public road in a southeasterly direction 62 feet, more or less, thence in a northeasterly direction 194 feet, more or less, to a road or right of way; thence with said road or right of way in a northerly direction 112 feet, more or less, to where said lot corners with lot No. 25 of the Davidson land or McCabe Lots; thence with said lot No. 25 in a southwesterly direction a distance of 94 7/10 feet, more or less, to the Parvis lot above mentioned; thence with said last mentioned lot in a southeasterly direction 50 feet, more or less, to the corner of said last mentioned lot, and thence with said last mentioned lot in a southwesterly direction 100 feet, more or less, to said place of beginning, and being the same land that is described in the deed from Wright and Collins to said T. Edmund Nelson and Bertha E. Nelson, his wife, dated the 23rd. day of February, 1938, and recorded in liber W. H. C. No. 6A, a land record book for Queen Anne's County, folio 447, and sold the same to Nannie M. Wright, one of the mortgagees, at and for the sum eight hundred and eighty dollars, she being then and there the highest bidder, and said H. B. W. Mitchell, Attorney named in mortgages as aforesaid has received a check for one hundred dollars on account of the purchase money for said property.

All of which is respectfully submitted.

H. B. W. MITCHELL
Attorney named in Mortgage.

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

I hereby certify that on this 4th. day of February, in the year nineteen hundred and thirty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Attorney named in Mortgage; and made oath that the matters and things stated in the foregoing report of sale were true as therein set forth and that the sale was fairly made.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen
Anne's County.

Filed February 4th, 1939.

CERTIFICATE OF PUBLICATION OF
SALE
Filed Feb. 4, 1939.

PUBLIC SALE
-OF-
RESIDENTIAL
PROPERTY

Under and by virtue of the power of sale contained in the mortgage from T. Edmund Nelson and Bertha E. Nelson, his wife, to Nannie M. Wright and Zadoc R. Collins, dated February 23, 1938, and recorded in Liber W. H. C. No. 6A, a land record book for Queen Anne's County, folio 447, default having occurred in the terms and conditions of said mortgage, the undersigned, the Attorney named in Said Mortgage to make sale of the property mentioned and described in said Mortgage in case of default in the terms or conditions thereof, will sell at public sale in front of the Court House door in Centreville, Maryland, on SATURDAY, FEBRUARY 4, 1939 At the Hour of 2 O'clock P. M., all that tract, part of a tract, lot and/or parcel of land situate, lying, and being near the limits of the town of Centreville in the Third Election District of Queen Anne's County, Maryland, on the left or Northeast side of the public road leading out of Centreville toward Ruthsburg said road being a continuation of Kidwell Avenue, Centreville, Maryland, Beginning on the Northeast Side of the above mentioned public road where said lot of land corners with the lot of land of Florence Lay Parvis and Eudora Blake Parvis and running thence with said Public road in southeasterly direction 62 feet more or less, thence in a northeasterly direction 194 feet, more or less, to a road or right of way; thence with said road or right of way in a northwesterly direction 112 feet, more or less, to where said lot corners with lot No. 25 of the Davidson land or McCabe Lots; thence with said lot No. 25 in a southwesterly direction, a distance of 94 7-10 feet, more or less, to the Parvis Lot above mentioned; thence with said last mentioned lot in a southeasterly direction 50 feet, more or less, to the corner of said last mentioned lot, and thence with said last mentioned lot in a southwesterly direction 100 feet more or less to said place of beginning and being the same land that is described in the deed from Wright and Collins to said T. Edmund Nelson and Bertha E. Nelson, his wife, dated February 23, 1938 and recorded in said Liber W. H. C. No. 6A, Folio 447 improved by frame dwelling house, garage, and outbuildings all in good repair.

TERMS OF SALE: One-half of the purchase money to be paid in cash at the time of the sale and the balance in six months from day of sale or all cash at the option of the purchaser, all deferred payments to bear interest from day of sale at the rate of 6% per annum. Title Papers and Revenue Stamps to be at the expense of the purchaser. Possession can be had upon the ratification of the sale, provided the terms of sale have ben complied with.

H. B. W. MITCHELL,
Attorney Named in Mortgage.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 6, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Public Sale in the case of H. B. W. Mitchell, Assignee, vs. T. Edmund Nelson and Bertha E. Nelson 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 12th day of January 1939, being more than twenty days before the 4th day of February 1939.

THE QUEEN ANNE'S RECORD and OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

N I S I

H. B. W. Mitchell, Attorney named in mortgage	)	IN THE CIRCUIT COURT
)	
VS.	)	FOR QUEEN ANNE'S COUNTY
)	
T. Edmund Nelson and Bertha E. Nelson, his wife, Mortgagors.	)	IN EQUITY.
)	
	)	CHANCERY NO. 3196.

ORDERED, This 4th day of February A. D., 1938, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of March next.

The Report states the amount of sales to be \$880.00.

A. SYDNEY GADD JR. Clerk

Filed Feb. 4th, 1939.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed April 21, 1939

N I S I

H. B. W. MITCHELL, Attorney named
in Mortgage
vs
T. Edmund Nelson and Bertha F. Nelson
his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity Chancery No. 3196.

ORDERED, This 4th day of February A. D., 1939, that the sale of the real estate made and reported in this cause by H. B. W. MITCHELL Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of March next.

The Report states the amount of sales to be \$880.00.

A. SYDNEY GADD, JR.

True Copy-
Test:

A. SYDNEY GADD, JR.
Filed February 4th, 1939..

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 21, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, Attorney named in mortgage vs. T. Edmund Nelson and Bertha P. Nelson, 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 9th day of February, 1939, being more than four weeks before the 10th day of March 1939.

THE QUEEN ANNE'S-RECORD and OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

STATEMENT OF MORTGAGE DEBT
Filed April 22, 1939.

H. B. W. Mitchell,
Attorney named in Mortgage,

vs.

T. Edmund Nelson and Bertha E.
Nelson, his wife, Mortgagors.

In the Circuit Court for Queen
Anne's County, in Equity.
No. 3196.

Statement of Mortgage Debt.

T. Edmund Nelson and Bertha E. Nelson, his wife, - - - - - Dr.

To Nannie M. Wright and Zadoc R. Collins.

To amount due and owing by said T. Edmund Nelson and Bertha E. Nelson,
his wife, to said Nannie M. Wright and Zadoc R. Collins under the mort-
gage from said T. Edmund Nelson and Bertha E. Nelson, his wife, to said
Nannie M. Wright and Zadoc R. Collins dated the 23rd. day of February,
1938, and recorded in liber W. H. C. No. 6A, a land record book for
Queen Anne's County, folio 447, - - - - - \$2,000.00
interest from February 23rd., 1938, (the date of said mortgage,
to February 4th., 1939, the date of the sale of the property des-
cribed in said mortgage under the power of sale in said mortgage,
11 months and 11 days - - - - - 113.67
\$2,113.67

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

I hereby certify that on this 22nd day of April, 1939,
before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's
County, personally appeared Nannie M. Wright, one of the above named mortga-
gees, and made oath that the within and aforegoing statement of mortgage debt
is correct and true as therein stated.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen
Anne's County.

Filed April 22, 1939.

ORDER OF COURT
Filed April 29, 1939.

ORDERED by the Circuit Court for Queen Anne's County, in
Equity, this 29th day of April, in the year nineteen hundred and thirty nine,
that the sale made and reported in the aforesaid cause of H. B. W. Mitchell,
Attorney named in Mortgage, vs. T. Edmund Nelson and Bertha E. Nelson, his
wife, Mortgagors, said cause being No. 3196 on the chancery docket of the
Circuit Court for Queen Anne's County, ve, 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 Attorney 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 April 29th, 1939.

REPORT AND ACCOUNT OF THE AUDITOR
Filed August 16, 1939.

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

H. B. W. Mitchell, attorney

vs.

T. Edmund Nelson, et al.
Mortgagors.

Cause No. 3196.

To the Honorable, the Judges of said Court:-

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

That these proceedings have been had for the purpose of collecting a mortgage debt by sale of the mortgaged land and the proceeds of sale are not sufficient to pay the debt due on day of sale in full.

That the vendor H. B. W. Mitchell, is in the within account stated by this auditor charged with the gross amount of the sale made by him, and thereout the auditor has made the following allowances:-

To the vendor, his commissions for making the sale, court costs, costs of advertising notices of sales and orders nisi of court, costs of his bond and his auctioneer.

To the auditor his fee.

To the mortgagees on their debt the balance then remaining.

The auditor appends accounts showing the balance due by the mortgagors to the mortgagees.

Which is respectfully submitted.

MADISON BROWN
Auditor.

August 12, 1939.

Cause No. 3196.

The proceeds of the sale of the mortgaged real estate of T. Edmund Nelson and Bertha E. Nelson, his wife, the mortgagors making the mortgage mentioned in this cause, in account with H. B. W. Mitchell, attorney named in said mortgage to sell the said real estate in case of default and the party making the sale of this cause.

	Cr.	
1939 Feb. 4		By amount of the gross sale of said mortgaged real estate, per report of sale filed this day, to wit: \$880.00
	Dr.	
1939 Feb. 4		To H. B. W. Mitchell, party making the sale of this cause, for his commissions for making the sale, per terms of the mortgage, the sum of \$ 59.70
" "		To do., for the court costs of this cause as set out in statement of clerk of court exhibited as follows: Appearance of Mr. Mitchell \$10.00 Costs of said clerk, 18.75 28.75
" "		To do., for the costs of his bond filed herein paid the corporate surety thereon per account for same receipted exhibit, sum of 10.00
" "		To do., for costs of advertising notices of the sale \$45.00, and the order nisi thereon \$5.00 in Centreville newspaper, per account for same exhibited, the sum of 50.00
" "		To do., for the amount paid J. E. Anthony for crying the sale made per account with receipt thereon exhibited, to wit: 10.00
		To do., for costs of advertising order nisi as to this audit 3.50
		To Madison Brown, auditor, for stating this account, the sum of 9.00
		\$170.95
		To Nannie M. Wright and Zadoc R. Collins, mortgagees, on account of their mortgage claim filed, this balance which is not sufficient to pay their claim in full, to wit: 709.05
		\$880.00 \$880.00

MADISON BROWN
Auditor.

August 12, 1939.

Cause No. 3196.

Statement of the Mortgage Debt.

To Edmund Nelson and Bertha E. Nelson, his wife, mortgagors
to Nannie M. Wright & Zadoc R. Collins,

DR.

1939		
Feb. 4.	To amount of debt due this date, per statement filed	\$ 2,113.67
" "	By net proceeds of sale distributed to mortgagees above	712.55
" "	To balance due by mortgagors, bearing interest from Feb. 4-1939	\$ 1,401.12

August 14, 1939

MADISON BROWN
Auditor

Filed August 16, 1939.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell,
Attorney named in mortgage,

VS.

T. Edmund Nelson et al.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CASE No. 3196

ORDERED, This 16th day of August in the year nineteen hundred and 39 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of September, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 1st. day of September, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed August 16th, 1939.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Sept. 30, 1939.

NISI RATIFICATION OF AUDIT

H. B. W. MITCHELL,
Attorney Named in Mortgage,
vs.
T. EDMUND NELSON, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3196.

ORDERED, This 16th day of August in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of September, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of September, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.

True Copy-
Test:

A. SYDNEY GADD, JR., Clerk.
Filed August 16th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 30, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in case of H. B. W. Mitchell, Attorney vs. T. Edmund Nelson, 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 17th day of August 1939, being more than two weeks before the 1st. day of September 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

CERTIFICATE OF ADMINISTRATION
Filed October 5, 1939.

CERTIFICATE OF LETTERS TESTAMENTARY

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

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

KNOW YE, That on the 26th day of April A. D., 1938 before the Orphans' Court of Queen Anne's County, duly thereunto elected commissioned and qualified according to the Constitution of the State of Maryland, the last Will and Testament of Zadoc R. Collins late of said County, deceased, was in due form of law admitted to probate; and that on the 26th day of April A. D., 1938, 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 Jackson R. Collins and Mildred C. Truslow 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.

Seal's
Place.

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 3rd day of October, A. D., 1939.

NORMAN S. DUDLEY
Register of Wills

ORDER OF COURT
Filed October 6, 1939.

ORDERED, this fifth day of October in the year nineteen hundred and thirty nine, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing report and account of the Auditor be, and the same are hereby, finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the preceding order of ratification nisi. The Attorney named in Mortgage is directed to distribute the proceeds accordingly with a due proportion of interest to the shares of the distributees and to commissions as the same has been or may be received.

THOS. J. KEATING

Filed October 6th 1939.

PETITION
Filed October 17, 1939

H. B. W. Mitchell, Attorney named in Mortgage,
vs.
T. Edmund Nelson and Bertha E. Nelson, his
wife, Mortgagors.

In the Circuit Court
For Queen Anne's County,
in Equity. No. 3196.

To the Honorable, the Judges of said Court:

The petition of Jackson R. Collins and Mildred C. Truslow, executors, and Nannie M. Wright to Your Honors respectfully sets forth:

1. That Zadoc R. Collins, one of the mortgages in the above entitled cause had departed this life before the date of the sale reported in the aforesaid cause and Jackson R. Collins and Mildred C. Truslow, petitioners, are the Executors of said Zadoc R. Collins' last will and testament, as will appear by reference to certificate of the Register of Wills for Queen Anne's County to that effect filed in these proceedings, and that Nannie M. Wright, one of the petitioners, is the other mortgagee.

2. That there still remains due and owing to your petitioners (the said Jackson R. Collins and Mildred C. Truslow, Executors, standing in the place and stead of said Zadoc R. Collins, deceased) and unsatisfied upon the mortgage claim filed in the aforesaid cause, the sum of fourteen hundred and one dollars and twelve cents (\$1401.12) as found and determined by the Report and Account of the Auditor filed in this cause, which said audit was finally ratified and confirmed by this Honorable Court on the 5th. day of October, 1939, as will appear by reference to said audit, which is prayed to be taken as a part of this petition.

3. That under and by virtue of the provisions of the laws of the State of Maryland (Annotated Code of Maryland, Article 66, Section 24.), your petitioners are entitled to a decree in personam for the said sum of fourteen hundred and one dollars and twelve cents (\$1401.12), together with interest thereon from the 4th. day of February, 1939, (the date of the sale of the property in the cause in this Honorable Court entitled, "H. B. W. Mitchell, Attorney named in Mortgage, vs. T. Edmund Nelson and Bertha E. Nelson, his wife, Mortgagors", said cause being Number 3196) against T. Edmund Nelson and Bertha E. Nelson, his wife, your petitioners being entitled to maintain an action at law against said mortgagors upon the covenants of the mortgage upon which this proceeding is based for the residue of the mortgage debt and interest intended to be secured by said mortgage, and remaining unpaid and unsatisfied as aforesaid.

Your petitioners, therefore, moves and prays your Honors to pass a decree in personam in favor of Jackson R. Collins and Mildred C. Truslow, executors of the last will and testament of Zadoc R. Collins, late of Queen Anne's County, deceased, and Nannie M. Wright and against the said T. Edmund Nelson and Bertha E. Nelson for the said sum of fourteen hundred and one dollars and twelve cents (\$1401.12), together with interest from the said 4th. day of February, 1939, the date of the sale, after due notice by summons or otherwise as the Court may direct to the said T. Edmund Nelson and Bertha E. Nelson.

And as in duty bound, etc.,

H. B. W. Mitchell
Solicitor for petitioners

Filed October 17, 1939.

ORDER OF COURT
Filed October 17, 1939

ORDER OF COURT.

THE AFOREGOING PETITION HAVING BEEN READ AND CONSIDERED, it is thereupon ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, this 17th day of October, 1939, that the Clerk of this Court be, and he is hereby, directed to issue the writ of subpoena, along with a copy of the aforesaid motion and this order, said writ to be directed to the said T. Edmund Nelson and Bertha E. Nelson, and to be served on them and a copy of said motion and this order left with them, said writ commanding said T. Edmund Nelson and Bertha E. Nelson to be and appear in this Court on the sixth day of November 1939, to answer the aforesaid motion and show cause, if any there be, within thirty days from the return of said writ, why a decree ought not to be passed as prayed.

THOS. J. KEATING

Filed October 17th, 1939.

CERTIFIED COPY OF PETITION
AND ORDER OF COURT TO BE SERVED
ON T. EDMUND NELSON AND BERTHA
E. NELSON, HIS WIFE.
Filed October 21, 1939.

H. B. W. Mitchell, Attorney named in Mortgage,	)	In the Circuit Court
vs.	)	For Queen Anne's County,
T. Edmund Nelson and Bertha E. Nelson, his	)	In Equity. No. 3196.
wife, Mortgagors.)	

To the Honorable, the Judges of said Court:

The petition of Jackson R. Collins and Mildred C. Truslow, executors, and Nannie M. Wright, to Your Honors respectfully sets forth:

1. That Zadoc R. Collins, one of the mortgagees in the above entitled cause had departed this life before the date of the sale reported in the aforesaid cause and Jackson R. Collins and Mildred Truslow, petitioners, are the Executors of said Zadoc R. Collins' last will and testament, as will appear by reference to certificate of the Register of Wills for Queen Anne's County to that effect in these proceedings, and that Nannie M. Wright, one of the petitioners, is the other mortgagee.
2. That there still remains due and owing to your petitioners (the said Jackson R. Collins and Mildred C. Truslow, Executors, standing in the place and stead of, said Zadoc R. Collins, deceased) and unsatisfied upon the mortgage claim filed in the aforesaid cause, the sum of fourteen hundred and one dollars and twelve cents (\$1401.12) as found and determined by the Report and Account of the Auditor, filed in this cause, which said audit was finally ratified and confirmed by this Honorable Court on the 5th. day of October, 1939, as will appear by reference to said audit, which is prayed to be taken as a part of this petition.
3. That under and by virtue of the provisions of the laws of the State of Maryland (Annotated Code of Maryland, Article 66, Section 24.), your petitioners are entitled to a decree in personam for the said sum of fourteen hundred and one dollars and twelve cents (\$1401.12), together with interest thereon from the 4th. day of February, 1939, (the date of the sale of the property in the case in this Honorable Court entitled, "H. B. W. Mitchell, Attorney named in Mortgage, vs. T. Edmund Nelson and Bertha E. Nelson, his wife, Mortgagors," said cause being Number 3196) against T. Edmund Nelson and Bertha E. Nelson, his wife, your petitioners being entitled to maintain an action at law against said mortgagors upon the covenants of the mortgage upon which this proceeding is based for the residue of the mortgage debt and interest intended to be secured by said mortgage, and remaining unpaid and unsatisfied as aforesaid.

Your petitioners, therefore, moves and prays your Honors to pass a decree in personam in favor of Jackson R. Collins and Mildred C. Truslow, executors of the last will and testament of Zadoc R. Collins, late of Queen Anne's County, deceased, and Nannie M. Wright and against the said T. Edmund Nelson and Bertha E. Nelson for the sum of fourteen hundred and one dollars and twelve cents (\$1401.12), together with interest from the said 4th. day of February, 1939, the date of the sale, after due notice by summons or otherwise as the Court may direct to the said T. Edmund Nelson and Bertha E. Nelson.

And as in duty bound, etc.,

H. B. W. Mitchell
Solicitor for petitioners

ORDER OF COURT

THE AFOREGOING PETITION HAVING BEEN READ AND CONSIDERED, it is thereupon ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, this 17th. day of October 1939, that the Clerk of this Court be, and he is hereby, directed to issue the writ of subpoena, along with a copy of the foregoing motion and this order, said writ to be directed to the said T. Edmund Nelson and Bertha E. Nelson, and to be served on them and a copy of said motion and this order left with them, said writ commanding said T. Edmund Nelson and Bertha E. Nelson to be and appear in this Court on the sixth day of November, 1939, to answer the foregoing motion and show cause, if any there be, within thirty days from the return of said writ, why a decree ought not to be passed as prayed.

Thomas J. Keating

Filed October 18th. 1939.

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

I hereby certify, that the foregoing is truly taken and copied from the Original Petition and Order of Court, filed in the above entitled case.

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 1939.

Seal's
Place.

A. Sydney Gadd Jr. Clerk.

And on the back of the foregoing Petition and Order of Court is the following endorsement, to wit:

Served by reading and leaving copy with T. Edmond Nelson and Bertha Nelson October 21, 1939.

Edward E. Coursey Sheriff.

Filed Oct. 21, 1939.

SUBPOENA FOR RESPONDENTS TO APPEAR AND ANSWER
Filed Oct. 21, 1939.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place. T. Edmund Nelson and Bertha E. Nelson

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 Sixth day of November next, to answer the complaint of Jackson R. Collins and Mildred C. Truslow Executors and Nannie M. Wright 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 October 1939
Issued the 18th day of October 1939.

A. SYDNEY GADD JR. Clerk.

H. B. W. Mitchell
Solicitor for Petitioners

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

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing subpoena is the following endorsement, to wit:-

Served by reading and leaving copy with T. Edmund Nelson & Bertha E. Nelson Oct. 21, 1939.

Edward E. Coursey Sheriff

Filed October 21st, 1939.

FINAL ORDER OF COURT
Filed December 11, 1939.

H. B. W. Mitchell,
Attorney named in Mortgage,

vs.

T. Edmund Nelson and Bertha E. Nelson, his wife, Mortgagors.

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In the Circuit Court for
Queen Anne's County, in
Equity, No. 3196.

FINAL ORDER.

T. Edmund Nelson and Bertha E. Nelson, his wife, the defendants and mortgagors in the above entitled cause, having been duly summoned to appear in accordance with the order of this Court passed on the 17th day of October, 1939, and a copy of the foregoing motion and order having been left with said T. Edmund Nelson and Bertha E. Nelson, his wife, as appears by the return of the Sheriff to the writ of subpoena and on the copy of said motion and order returned to the Clerk of this Court and no sufficient cause to the contrary having been shown under the terms of said order, it is, this 9th day of December in the year 1939, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED AND ORDERED that the decree of this Court be and it is hereby entered in favor of Jackson R. Collins and Mildred C. Truslow, Executors of the last will and testament of Zadoc R. Collins, late of Queen Anne's County, deceased, and Nannie M. Wright, and against the said T. Edmund Nelson and Bertha E. Nelson for the sum of fourteen hundred and one dollars and twelve cents (\$1401.12), and seventy one and 23/100 Dollars interest from the 4th day of February, 1939, the date of the sale of the real estate mentioned in this cause, said decree to be entered as aforesaid for the total amount of fourteen hundred seventy two and 35/100 Dollars (\$1472.35/100), with interest from this date.

THOS. J. KEATING

Filed December 11th, 1939.

CHANCERY CAUSE NO. 3222.

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

THOMAS J. KEATING, JR.,	∩	IN THE CIRCUIT COURT
and RICHARD T. EARLE,	∩	FOR
Trustees, Assignees,	∩	QUEEN ANNE'S COUNTY,
versus	∩	IN EQUITY.
JOSEPH WILLIAM CARTER	∩	Chancery #3222
and ELIZABETH E. CARTER,	∩	
his wife, Mortgagors.	∩	

TO A. Sidney Gadd, Jr., Clerk:

YOU will docket suit as per the above Title for foreclosure of the Mortgage from Joseph William Carter and Elizabeth E. Carter, his wife, to Howard E. Price, dated January 13, 1920, recorded in Liber J F R #4, folio 40, etc., a Land Record Book for Queen Anne's County, and file in said Cause a Certified Copy of the aforesaid Mortgage and the Assignments thereof, and enter our appearance for the Plaintiffs.

THOS. J. KEATING JR.

RICHARD T. EARLE
TRUSTEES, ASSIGNEES

Filed September 20, 1939.

CERTIFIED COPY OF MORTGAGE
Filed September 20, 1939.

.....
#7530. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on the Thirteenth day of January, in the year nineteen hundred and twenty, the following Mortgage and Assignment were brought to be recorded, to wit:-

THIS MORTGAGE, made this thirteenth day of January, in the year nineteen hundred and twenty, by Joseph William Carter, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, said Joseph William Carter and Elizabeth E. Carter, his wife, are jointly and severally indebted unto Howard E. Price, of said County and State, in the full and just sum of six thousand dollars for money this day loaned and advanced unto the said Joseph William Carter and Elizabeth E. Carter, his wife, for the purpose of completing the payment of the purchase money for the farm and tract of land conveyed unto them, the said Joseph William and Elizabeth E. Carter by deed of even date herewith and to be recorded among the land record books for Queen Anne's County immediately preceding these presents, from William J. Price and Juliet Price, his wife, James T. Bright and Mamie C. Bright, his wife, Madison Brown and Delha D. Brown, his wife, and H. B. W. Mitchell, and being the land and premises hereinafter described and mortgaged, and which said sum of six thousand dollars loaned and advanced by said Howard E. Price unto said Joseph William Carter and Elizabeth E. Carter, his wife, as aforesaid has been wholly applied by said Joseph William and Elizabeth E. Carter to the completion of the payment of said purchase money, which said sum of six thousand dollars loaned and advanced as aforesaid is to be repaid at the expiration of three years from this date and interest on said sum of six thousand dollars is to be paid in the mean time semi-annually at the rate of six per cent. per annum, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW THEREFORE, THIS MORTGAGE, WITNESSETH; That for and in consideration of the premises and the aforesaid sum of six thousand dollars the said Joseph William Carter and Elizabeth E. Carter, his wife, do hereby grant and convey unto the said Howard E. Price, his heirs and assigns, all that tract of land or farm called or known as "Walker's Square", situate, lying and being in The Third Election District of Queen Anne's County, State of Maryland, on the public road leading from the Centreville-Easton Road to the Centreville-Queens-town road, and on the public road branching from the public road first mentioned and leading into Wye Neck by the farm of George Frank, formerly that of Edwin F. Hammond, and adjoining the lands of George Frank (formerly the land of Edwin F. Hammond), the land of John R. Hammond and the land of the devisees of the late William McKenney, and containing two hundred and twenty acres of land, more or less, and also all that tract of land called "Prouse's Park", "Chesnut Meadows",

and known as "The Ashcon Farm Woodland", and adjoining the lands of the devisees of the late William McKenney, the land of George Frank (formerly the land of Edwin F. Hammond), and the land of Annie Price Bryan, and containing eighteen acres of land, more or less, both parcels of the land described above are those which were granted and conveyed, by deed of even date with these presents and to be recorded among the land records of Queen Anne's County immediately preceding this mortgage, unto the said Joseph William Carter and Elizabeth E. Carter, his wife, by William J. Price and Juliet Price, his wife, James T. Bright and Mamie G. Bright, his wife, Madison Brown and Delha D. Brown, his wife, Madison Brown and Delha D. Brown, his wife, and Henry B. W. Mitchell.

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

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

PROVIDED, that if the said Joseph William Carter and Elizabeth E. Carter, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Howard E. Price, his executors, administrators or assigns, the aforesaid sum of six thousand dollars at the expiration of three years from this date and shall pay interest on said sum of six thousand and in the mean time semi-annually at the rate of six per cent. per annum as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Joseph William Carter and Elizabeth E. Carter or the survivor of them or his or her heirs and assigns, shall possess said property.

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

Witness our hands and seals.

Witness: Joseph William Carter (SEAL)
 Elizabeth E. Carter (SEAL)
 W. M. Forman

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

I hereby certify that on this thirteenth day of January, in the year nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Joseph William Carter and Elizabeth E. Carter, his wife, and did each each acknowledged the within and foregoing mortgage to be their respective act and deed, and at the same time also personally appeared Howard E. Price, the within named mortgagee, and made oath that the consideration stated in the within and foregoing mortgage was true and bona fide as therein set forth.

EZEKIEL M. FORMAN
 JUSTICE OF THE PEACE

I hereby transfer and assign the within and foregoing mortgage, but without recourse or guarantee, to the extent of thirty five hundred dollars of the debt secured by said mortgage unto Howard E. Price, Trustee under the will of William J. Price for and in behalf of Annie E. Price; and to the extent of twenty five hundred dollars of the debt secured by said mortgage I hereby transfer and assign said mortgage, but without recourse or guarantee, unto Howard E. Price, Trustee under the will of William J. Price for and in behalf of E. Sterling Price.

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

Witness; Howard E. Price (SEAL)
 H. B. W. Mitchell

Queen Anne's County, to wit: Be it remembered that on the 24th. day of May, in the year 1930, the following Assignment was brought to be recorded, to wit:-

FOR VALUE RECEIVED, I, Howard E. Price, Trustee under the will of William J. Price for and in behalf of E. Sterling Price, Chancery Cause No. 2225, and pursuant to the order of the Circuit Court for Queen Anne's County in Equity, passed in said Chancery Cause No. 2225, on the 5th day of May, 1930, ratifying the audit filed in said Chancery Cause No. 2225, on the 3rd day of April, 1930, do hereby transfer and assign the within and foregoing mortgage to the extent of Twenty Five Hundred Dollars (\$2,500.00) to Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants, with interest from the 13th day of January, 1930, without recourse or guarantee.

Witness my hand and seal, this 23rd day of May, 1930:

Howard E. Price (SEAL)
 Trustee under the will of
 William J. Price for and in
 behalf of E. Sterling Price.

TEST:

WM. R. HORNEY

Queen Annes County, to wit: Be it remembered that on the 13th. day of April, in the year nineteen hundred and thirty nine, the following Assignment was brought to be recorded, to wit:

For Value Received, and pursuant to the order of the Orphans' Court of Queen Anne's County, passed on the 4th day of April, 1939, in the matter of the guardianship estates of Sterling Foster Price and Virginia Sears Price, infants, I, Ruth F. Price, Guardian of the said Sterling Foster Price and Virginia Sears Price, infants, do hereby transfer and assign the within and foregoing mortgage to Sterling Foster Price for the amount and to the extent of Twelve Hundred and Fifty Dollars (\$1,250.00) with interest from the 13th day of January, 1932, (subject to a credit of \$35.80), without recourse or guarantee, retaining said mortgage unto myself, the said Ruth F. Price, as Guardian of the said Virginia Sears Price, infant, for the amount and to the extent of Twelve Hundred and Fifty Dollars (\$1,250.00), with interest from the said 13th day of January, 1932, (subject to a credit of \$35.81).

Witness my hand and seal, this 4th day of April, 1939.

Ruth F. Price (SEAL)
Guardian of Sterling Foster Price
and Virginia Sears Price, infants.

TEST:

HILDA T. SEWARD

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 4, folios 40, 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 20th day of September, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's
Place.

CERTIFIED COPY OF BOND
Filed October 14, 1939

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of October, in the year Nineteen Hundred and thirty-nine, the following Bond was filed for record to wit:

Know all men by these Presents, that We, Thomas J. Keating, Jr. and Richard T. Earle, 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, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of of Four Thousand Dollars (\$4,000.00), to be paid 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, personal representatives, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fourteenth day of October, 1939.

Whereas, by said Thomas J. Keating, Jr. and Richard T. Earle, Trustees for Annie E. Bryan in Chancery Cause No. 2224, in the Circuit Court for Queen Anne's County in Equity, are the assignees of a certain mortgage given by Joseph William Carter and Elizabeth E. Carter, his wife, which is being foreclosed under the power of sale therein contained, default having occurred in payment of principal and interest, said foreclosure being in cause No. 3222 in said Court.

Now the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr. and Richard T. Earle, 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 said mortgage premises or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Thos. J. Keating, Jr. (SEAL)
Thos. J. Keating

Richard T. Earle (SEAL)
Richard T. Earle

Signed, sealed and
delivered in presence of
Bernice H. Freeny
Bernice H. Freeny

The Maryland Casualty Company
By H. B. W. Mitchell,
Atty. in fact.
H. B. W. Mitchell

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

Security approved and Bond filed October 14th, 1939.

A. Sydney Gadd, Jr. Clerk

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

I hereby certify that the foregoing is truly taken and copied from the Original bond filed and recorded in Liber W. H. C. No. 1, folio

144 &c., 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 14th day October A. D. 1939.

A. Sydney Gadd, Jr. Clerk Circuit Court for Queen Anne's County

Seal's Place.

REPORT OF SALE
Filed October 17, 1939

THOMAS J. KEATING, JR., and
RICHARD T. EARLE, Trustees,
Assignees,

versus

JOSEPH WILLIAM CARTER and
ELIZABETH E. CARTER, his
wife, Mortgagors.

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IN THE CIRCUIT COURT
FOR
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., and Richard T. Earle, Trustees "In the Matter of the Trust created under the Will of William J. Price, deceased, for and in behalf of Annie E. Bryan", Assignees as hereinafter explained, respectfully shows:

THAT, default having occurred in the terms of the Mortgage from Joseph William Carter and Elizabeth E. Carter, his wife, given to Howard E. Price, dated January 13, 1920, recorded in Liber J F R. No. 4, folio 40, etc., a Land Record Book for Queen Anne's County, and said Mortgage being now held, as to a portion of the Mortgage debt secured thereby, by said Thomas J. Keating, Jr., and Richard T. Earle, Trustees as aforesaid, by reason of their having been appointed Trustees as aforesaid to succeed Howard E. Price, a former Trustee in said Cause, the said Thomas J. Keating, Jr., and Richard T. Earle, Trustees as aforesaid, Assignees, after having advertised the real estate described in and conveyed by the aforesaid Mortgage for sale for four successive weeks before the day of sale in a newspaper printed and published in Queen Anne's County, Maryland, (a certificate of said advertisement being filed herewith), and after having filed a Bond in this Cause with surety, duly approved by the Clerk of this Court, did attend in front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, October 17, 1939, between the hours of one and two o'clock, P. M., and did proceed to offer and expose the real estate described in the aforesaid Mortgage at public sale to the highest bidder, and after having the Auctioneer cry said sale for a great length of time, your Trustees, Assignees as aforesaid, did have said farm struck off to Thomas J. Keating, Jr., and Richard T. Earle, Trustees "In the Matter of the Trust created under the Will of William J. Price, deceased, for and in behalf of Annie E. Bryan", they being then and there the highest bidders therefor, at and for the sum of Twenty-seven Hundred and Fifty Dollars (\$2750.00), said Trustees having been authorized to purchase said farm at or under the sum of Thirty-two Hundred and Fifty Dollars (\$3250.00) by an Order of the Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid "In the Matter of the Trust created under the Will of William J. Price, deceased, for and in behalf of Annie E. Bryan" on the 18th day of September, 1939.

The real estate so sold as aforesaid, being that described in the aforesaid Mortgage, is as follows:

ALL that tract of land or farm called or known as "Walker's Square", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the public road leading from the Centreville-Easton Road to the Centreville-Queenstown Road, and on the public road branching from the public road first mentioned and leading into Wye Neck by the farm of George Frank, formerly that of Edwin F. Hammond, and adjoining the lands of George Frank (formerly the land of Edwin F. Hammond), the land of John R. Hammond and the land of the devisees of the late William McKenney, and containing Two Hundred and Twenty Acres of Land, more or less; and also all that tract of land called "Prouse's Park", "Chestnut Meadows", and known as "The Ashcom Farm Woodland", and adjoining the lands of the devisees of the late William McKenney, the land of George Frank (formerly the land of Edwin F. Hammond) and the land of Annie Price Bryan, and containing Eighteen acres of land, more or less, both parcels of the land described above are those which were granted and conveyed by Deed of even date with the above described Mortgage and recorded immediately prior thereto, unto the said Joseph William Carter and Elizabeth E.

Carter, his wife, by William J. Price and Juliet Price, his wife, James T. Bright and Mamie G. Bright, his wife, Madison Brown and Delha D. Bown, his wife, and Henry B. W. Mitchell.

THE terms of sale were those specified in the attached advertisement and also it was announced that the purchaser or purchasers would be entitled to receive the landlord's share of the corn crop for the year 1939, and would be required to pay the taxes for the year 1939. The insurance premiums would be adjusted to the day of sale and that the purchaser would be entitled to the landlord's right of possession upon compliance with the terms of sale and absolute possession of the property on January 1, 1940.

YOUR Trustees, Assignees, being the purchasers of said property as well as the holders or owners of seven-twelfths (7/12) of the Mortgage debt secured thereby, have not paid any portion of the purchase money, but will make final settlement for the property upon ratification of the sale by the Court if ordered to do so by this Honorable Court by an Order to be passed in the Annie E. Bryan Trust Cause.

THE Report states the amount of sales to be Twenty-seven Hundred and Fifty Dollars (\$2750.00).

Respectfully submitted,

THOS, J. KEATING JR.

RICHARD T. EARLE
TRUSTEES "IN THE MATTER OF THE TRUST CREATED UNDER THE WILL OF WILLIAM J. PRICE, deceased, FOR AND IN BEHALF OF ANNIE E. BRYAN", ASSIGNEES.

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

THIS IS TO CERTIFY that on this 17th day of October 1939, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., and Richard T. Earle, Trustees "In the Matter of the Trust created under the Will of William J. Price, deceased, for and in behalf of Annie E. Bryan", Assignees, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of their knowledge and belief and that the sale was fairly made.

IN TESTIMONY WHEREOF, I hereunto set my hand and Seal affix the day and year herein last above written.

A. SYDNEY GADD, JR.
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed October 17th, 1939.

N I S I

Thomas J. Keating, Jr. and
Richard T. Earle, Trustees,
Assignees

VS

Joseph William Carter and
Elizabeth E. Carter, his wife,
Mortgagors.

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

) CHANCERY NO. 3221

ORDERED, This 17th day of October A. D., 1939, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr. and Richard T. Earle, Trustees, Assignees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th. 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 20th day of November next.

The Report states the amount of sales to be \$2750.00

A. SYDNEY GADD JR. Clerk

Filed October 17th, 1939.

PETITION FOR SUBSTITUTION OF PURCHASER
Filed October 20, 1939.

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

Thomas J. Keating, Jr., and	#	
Richard T. Earle, Trustees,	#	
Assignees,	#	
vs.	#	Cause No. 3222.
Joseph William Carter and	#	
Elizabeth E. Carter, his wife,	#	
Mortgagors.	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Thomas J. Keating, Jr., and Richard T. Earle, Trustees for Annie E. Bryan, to your Honors, respectfully shows:

1. That your petitioners became the purchasers of the mortgaged real estate sold in these proceedings at and for sum of \$2,750.00, as is set forth in report of sale filed herein; that your petitioners became purchasers in accordance with an order of this Court passed in Chancery Cause No. 2224 in this Court, whereby they were directed to protect the trust estate of Annie E. Bryan to the extent of \$3,250.00.
2. That Thomas Warfield Emory has requested your petitioners to have him substituted as purchaser in the place and stead of your petitioners upon the same terms and conditions and at and for the sum of \$2,750.00, which said sum will be paid in full upon this Court granting the right of said substitution.
3. That your petitioners do not think that said property will be a good investment for said Trust Estate at said price, that due to the condition of the mansion house, buildings and fencing and run down condition of the farm, that it will mean a considerable outlay of said trust estate to make this farm productive and that due to the age of the life tenant that said outlay would not be justifiable.
4. Your petitioners are desirous for the reasons above set forth to have the said Thomas Warfield Emory substituted in their place and stead, as he is the highest bidder for same after due diligence used upon the part of your petitioners to secure a purchaser for same.

Wherefore your petitioners pray this Honorable Court to pass an Order herein substituting Thomas Warfield Emory as purchaser of the property sold in this cause in the place and stead of your petitioners, as fully and to the same extent and purposes as if the said Thomas Warfield Emory was the original purchaser hereof, and directing your petitioners as Trustees and Assignees in this cause upon ratification of sale and upon the payment of full purchase price and not before to convey to the said Thomas Warfield Emory a deed thereof conveying unto him all the interests of said mortgagors therein.

Respectfully submitted.

THOMAS J. KEATING, JR.

RICHARD T. EARLE
Trustees for Annie E. Bryan.

Filed October 20th, 1939.

I do hereby consent to be substituted as purchaser for the property sold in this cause in the place and stead of Thomas J. Keating, Jr., and Richard T. Earle, Trustees for Annie E. Bryan and do hereby agree to comply fully with the terms of sale and elect to pay full purchase money upon the Court granting said substitution.

THOMAS WARFIELD EMORY

ORDER OF COURT
Filed October 21, 1939.

The foregoing petition having been read and considered, it is hereupon this 21st. day of October, 1939, ORDERED by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, that Thomas Warfield Emory be and he is hereby substituted as purchaser for the real estate sold herein in the place and stead of Thomas J. Keating, Jr., and Richard T. Earle, Trustees for Annie E. Bryan, to the same effect and purpose as if he had been the original purchaser thereof; and the said Thomas J. Keating, Jr., and Richard T. Earle, Trustees and Assignees upon ratification of sale herein are hereby directed, authorized and empowered to convey the real estate herein to him by a good and proper deed, conveying all the rights of the mortgagors, upon the compliance in full with the terms of sale and payment of the full purchase money and not before.

WM. MASON SHEHAN
Judge

Filed Oct. 21, 1939.

PETITION FOR SUBSTITUTION OF PURCHASER
Filed December 21, 1939.

THOMAS J. KEATING, JR., and RICHARD T. EARLE, Trustees, Assignees,	∩ ∩ ∩	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,
versus	∩	
JOSEPH WILLIAM CARTER and ELIZABETH E. CARTER, his wife, Mortgagors.	∩ ∩	IN EQUITY.

TO THE HONORABLE, the Judges of said Court.

The Petition of Thomas Warfield Emory and Ruth W. Emory, his wife, unto Your Honors respectfully sets forth:

THAT as will appear from the Report of Sale filed in the above Cause, the real estate sold therein was struck off to Thomas J. Keating, Jr. and Richard T. Earle, Trustees for Annie E. Bryan, at the Sale therein mentioned.

THAT as will appear from the Petition of Thomas J. Keating, Jr. and Richard T. Earle, Trustees for Annie Bryan, filed in this Cause on October 20, 1939, the said Thomas Warfield Emory became the substituted purchaser alone of the property in the said Cause mentioned and described.

THAT the said Thomas Warfield Emory now desires to have himself and the said Ruth W. Emory, his wife, substituted as purchasers, as tenants by the entireties, of said property in place of himself alone, and the said Ruth W. Emory also desires that said substitution be made, as will appear from the fact that she is one of the petitioners hereof.

YOUR petitioners therefore pray Your Honors to pass an Order substituting them, the said Thomas Warfield Emory and Ruth W. Emory, his wife, as tenants by the entireties, as purchasers of said property in the place and stead of the said Thomas Warfield Emory alone, and directing Thomas J. Keating, Jr. and Richard T. Earle, trustees, "in the matter of the trust created under the will of William J. Price, deceased, for and in behalf of Annie E. Bryan," Assignees, Vendors of said property at the sale, to convey said property unto the said substituted purchasers.

Respectfully submitted.

THOMAS WARFIELD EMORY

We, hereby consent to be substituted as purchasers for the property mentioned and described in this cause in the place and stead of Thomas Warfield Emory alone, and do hereby agree to comply fully with the terms of sale, and elect to pay full purchase-money upon the court granting the said substitution.

THOMAS WARFIELD EMORY

RUTH W. EMORY

Filed Dec. 21, 1939,

The Trustees, Assignees and Vendors do hereby consent to said substitution.

THOS. J. KEATING JR.

RICHARD T. EARLE
Trustees--Assignees--Vendors.

CERTIFICATE OF PUBLICATION OF SALE
Filed Dec. 23, 1939.

MORTGAGE SALE
OF Valuable
REAL ESTATE

UNDER and by virtue of the Power of Sale contained in a Mortgage from Joseph William Carter and Elizabeth E. Carter, his wife, to Howard E. Price, dated January 13, 1920, recorded in Liber J F R No. 4 folio 40, etc., a Land Record Book for Queen Anne's County, and pursuant to an Order of the Circuit Court for Queen Anne's County, in Equity, passed on the 18th day of September, 1939, in a Cause in said Court entitled "In the Matter of the Trust created under the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", Chancery Cause No. 2224, default having occurred in the terms of said Mortgage, the undersigned, Trustees of the Estate of Annie E. Bryan, holders of said Mortgage by mesne

assignments and operations of law, 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, OCTOBER 17, 1939, between the hours of one and two o'clock, P. M., the real estate conveyed by and described in said Mortgage was follows:

All that tract of land or farm called or known as "Walker's Square", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the public road leading from the Centreville-Easton Road to the Centreville-Queenstown Road, and on the public road branching from the public road first mentioned and leading into Wye Neck by the farm of George Frank, formerly that of Edwin F. Hammond, and adjoining the lands of George Frank (formerly the lands of Edwin F. Hammond), the land of John R. Hammond and the land of the devisees of the late William McKenney and containing TWO HUNDRED AND TWENTY ACRES OF LAND, more or less; and also all that tract of land called "Prouse's Park", "Chestnut Meadows", and known as "The Ashcom Farm Woodland", and adjoining the lands of the devisees of the late William McKenney, the land, of George Frank (formerly the land of Edwin F. Hammond, and the land of Annie Price Bryan, and containing EIGHTEEN ACRES of land, more or less, both parcels of the land described above are those which were granted and conveyed by Deed of even date with the above described Mortgage and recorded immediately prior thereto, unto the said Joseph William Carter and Elizabeth E. Carter, his wife, by William J. Price and Juliet Price, his wife, James T. Bright and Mamie G. Bright, his wife, Madison Brown and Delha D. Brown, his wife, and Henry B. W. Mitchell.

TERMS OF SALE: One-third of the purchase money will be required in cash on the day of sale and the balance will be payable upon ratification of said sale by the Court, said balance to draw interest from the day of sale to the date of settlement at the rate of 6% per annum. Title papers, including Revenue Stamps, will be at the purchaser's expense. Other particulars will be made known on the day of sale.

THOMAS J. KEATING, JR.
RICHARD T. EARLE,
Trustees of the Estate of
Annie E. Bryan, Assignees.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 21, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale Advertisement in the case of Thomas J. Keating, Jr. & Richard T. Earle, Trustees & Assignees vs. Joseph William Carter and 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 21st day of Sept. 1939, being more than three weeks before the 17th day of Oct. 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

Filed Dec. 23, 1939.

COPY OF DECREE OF COURT
APPOINTING TRUSTEES
Filed Dec. 23, 1939

In the Matter of the Trust)
created by the Will of William) In the Circuit Court
J. Price, deceased, for and in) for
behalf of Annie E. Bryan)
) Queen Anne's County,
)
) In Equity, No. 2224.

It is adjudged, ordered and decreed, this 29th day of June, in the year nineteen hundred and thirty nine, by the Circuit Court for Queen Anne's County, Equity, and by the authority of said Court, that Thomas J. Keating, Jr. and Richard T. Earle, of Queen Anne's County, State of Maryland, be, and they are hereby, appointed Trustees in the above cause, entitled: In the Matter of the Trust created by the Will of William J. Price, deceased, for and in behalf of Annie E. Bryan", said cause being No. 2224 on the Chancery docket of said Court, in the place and stead of Howard E. Price,

former Trustee, now deceased, with full power and authority to execute the trust engrafted upon the property, real and personal, devised and bequeathed in trust for the benefit of said Annie E. Bryan for and during her natural life with remainder over by her late father, William J. Price, late of Queen Anne's County, deceased, in accordance with the terms, provisions and directions contained in the last will and testament of said William J. Price, deceased: and with full power and authority to receive, have, hold, manage, rent, farm, farm let, invest and re-invest the said real and personal estate so as aforesaid devised and bequeathed in trust for the benefit of said Annie E. Bryan for and during her natural life with remainder over in accordance with the provisions of said last will and testament ----to receive and collect the rents, income and profits therefrom and to pay over the net rents, income and profits therefrom, after deducting the costs and commissions incident to the trust, to the said Annie E. Bryan and her assigns during the life of the said Annie E. Bryan and after her decease, said Trustees to pay or deliver the corpus of said trust estate as hereinbefore described to those persons entitled to the same under the provisions of said last will and testament, and their assigns, together with rents income and profits to which they may be entitled: and that before proceeding to act as Trustees as aforesaid the said Thomas J. Keating, Jr., and Richard T. Earle shall file with the Clerk of this Court a bond or bonds, to the State of Maryland, executed by themselves and by a surety or sureties to be approved by this this Court or the Clerk thereof in the penalty of Fifty Thousand dollars if with Corporate surety or in double that amount if with personal security conditioned for the faithful performance and execution of the trust reposed in them by this decree or that may be reposed in them by any future decree or order in the premises, and for the safe, secure and proper management of the duties of said trust in accordance with the terms and provisions of said last will and testament of said William J. Price, deceased,

And it is further ordered and decreed that the said Trustees be, and they are hereby directed to report to this Court within the period of ninety days from the date of this order the present condition of the trust estate in these proceedings and to report annually to this Court the condition of said trust estate together with a statement of their receipts and disbursements as Trustees.

WM. MASON SHEHAN
Judge

Filed June 30th, 1939.

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

I hereby certify, that the foregoing is truly taken and copied from the Original Decree of the Court, and that Thomas J. Keating, Jr. and Richard T. Earle were by said Decree named Trustees in the above entitled case, and they have qualified as such Trustees by filing their bond in the penal sum of Fifty Thousand Dollars, as by said Decree they were directed: which said bond was filed on the 29th day of July 1939 and a new bond was filed on the 24th day of November, 1939.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day December A. D. 1939.

Seal's
Place.

A. Sydney Gadd Jr. Clerk.

Filed Dec. 23, 1939.

STATEMENT OF MORTGAGE DEBT
DUE THE ESTATE OF ANNIE E. BRYAN
Filed Dec. 23, 1939.

THOMAS J. KEATING, JR., and
RICHARD T. EARLE, Trustees of
Annie E. Bryan, Assignees,

versus

JOSEPH W. CARTER and ELIZA-
BETH E. CARTER, his wife,
Mortgagors.

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

STATEMENT OF MORTGAGE DEBT DUE THE
ESTATE OF ANNIE E. BRYAN.

PRINCIPAL amount of that portion
of the Mortgage debt due the estate
of Annie E. Bryan under Mortgage
dated January 13, 1930, recorded in

Liber J F R #4, folio 40, etc.,	\$3,500.00
BALANCE of interest due as of	
July 13, 1932	10.43
INTEREST from July 13, 1932, to	
October 17, 1939, as appears by	
reports of Howard E. Price, former	
Trustee of Annie E. Bryan	<u>1,524.82</u>
	\$5,035.82
PART of taxes, 1937, paid by	
Mortgagee for benefit of Mortgagor	<u>16.41</u>
	\$5,052.23
LESS check from U. S. Government,	
received December 15, 1939	<u>7.43</u>
TOTAL DEBT	<u>\$5,044.80</u>

THERE is another check due from the U. S. Government, but not yet received, in amount of \$10.94, and still another to be later received, the amount of which is not ascertainable. The checks are receivable by the Assignees due to the fact that Howard E. Price, former Trustee, had taken possession of the farm under the Mortgage.

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

THIS IS TO CERTIFY that on this 28th day of December 1939, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., and Richard T. Earle, as Trustees of Annie E. Bryan, Assignees of Mortgage, and made oath in due form of law that the foregoing Statement of Mortgage Debt due into the estate of Annie E. Bryan by Joseph W. Carter and wife, under the Mortgage set forth above, is true to the best of their knowledge and belief.

A. SYDNEY GADD JR.
 CLERK OF THE CIRCUIT COURT
 FOR QUEEN ANNE'S COUNTY.

Filed Dec. 28, 1939.

STATEMENT OF MORTGAGE DEBT
 TO RUTH F. PRICE, GUARDIAN
 Filed Jan. 3, 1940.

THOMAS J. KEATING, JR., and	X	IN THE CIRCUIT COURT FOR
RICHARD T. EARLE, Trustees of	X	QUEEN ANNE'S COUNTY,
Annie E. Bryan, Assignees,	X	
versus	X	IN EQUITY.
JOSEPH W. CARTER and ELIZABETH	X	#3222
E. CARTER, his wife,	X	
Mortgagors.	X	

STATEMENT OF MORTGAGE DEBT DUE TO Ruth
 F. Price, Guardian of Virginia S. Price.

PRINCIPAL amount of that portion	
of the Mortgage debt due to Ruth	
F. Price, Guardian of Virginia S.	
Price, under Mortgage Dated Jan-	
uary 13, 1930, recorded in Liber	
J F R #4, folio 40, etc.,	\$ 1,250.00
BALANCE of interest due, as of	
July 13, 1932	1.54
INTEREST from July 13, 1932, to	
October 17, 1939, as appears by	
reports of Howard E. Price, former	
Trustee	544.58
PART of taxes, 1937, advanced by	
Mortgagee for benefit of Mortgagors	<u>2.94</u>
	\$ 1,799.06
LESS credit of proceeds of wheat	
check from U. S. Government,	
received December 15, 1939	<u>2.65</u>
TOTAL DEBT	<u>\$ 1,796.41</u>

THERE is another check due from the U. S. Government, but not yet received, in the amount of \$3.90, and still another to be later received, the amount of which is not ascertainable. The checks are receivable by the Assignees due to the fact that Howard E. Price, former Trustee, had taken possession of the farm under the Mortgage.

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

THIS IS TO CERTIFY that on this 3rd day of January, 1940, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Ruth F. Price, Guardian of Virginia S. Price, and made oath in due form of law that the foregoing Statement of Mortgage debt due unto Ruth S. Price as Guardian of Virginia S. Price, by Joseph W. Carter and wife, under the Mortgage set forth above, is true to the best of her knowledge and belief.

A. SYDNEY GADD JR.
 CLERK OF THE CIRCUIT COURT
 FOR QUEEN ANNE'S COUNTY.

Filed Jan. 3, 1940.

STATEMENT OF MORTGAGE DEBT
 Filed January 10, 1940

THOMAS J. KEATING, JR., and RICHARD T. EARLE, Trustees of Annie E. Bryan, Assignees,	) ) ) ) ) )	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.
versus		
JOSEPH W. CARTER and ELIZABETH E. CARTER, his wife, Mortgagors.)))	

STATEMENT OF MORTGAGE DEBT DUE S. Foster Price:

PRINCIPAL amount of that portion of the Mortgage debt due to S. Foster Price, under Mortgage dated January 13, 1930, recorded in Liber J F R #4, folio 40, etc.,	\$ 1,250.00
BALANCE of interest due, as of July 13, 1932	1.54
INTEREST from July 13, 1932, to October 17, 1939, as appears by reports of Howard E. Price, former Trustee	544.58
PART of taxes, 1937, advanced by Mortgagee for benefit of Mortgagors	2.94
	<u>\$ 1,799.06</u>
LESS credit of proceeds of wheat check from U. S. Government, received December 15, 1939.	2.65
TOTAL DEBT	<u>\$ 1,796.41</u>

THERE is another check due from U. S. Government, but not yet received, in the amount of \$3.90, and still another to be later received, the amount of which is not ascertainable. The checks are receivable by the Assignees due to the fact that Howard E. Price, former Trustee, had taken possession of the farm under the Mortgage.

STATE OF MARYLAND,)
) to wit:
)

THIS IS TO CERTIFY that on this 8th day of January, 1940, before the subscriber, personally appeared S. Foster Price and made oath in due form of law that the foregoing Statement of Mortgage debt due unto S. Foster Price, by Joseph W. Carter and wife, under the Mortgage set forth above, is true to the best of his knowledge and belief.

CLAUDE D. WOLFE

Notary
 Public
 Seal.

ORDER OF COURT
 Filed Jan. 16, 1940

Order of Court

Order by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing petition, on this 15th day of January nineteen hundred and forty, that Thomas Warfield Emory and Ruth W. Emory, his wife, be and they are hereby substituted as tenants by the entireties, as purchasers of the property described in the Report of Sale in this Cause, in the place and stead of the said Thomas Warfield Emory alone, and that Thomas J. Keating, Jr. and Richard T. Earle, trustees, assignees and vendors be and they hereby are authorized, empowered and directed upon the payment unto them in full of the purchase-money named in said Report of Sale to convey the property sold, unto the said Thomas Warfield Emory and Ruth W. Emory, his wife, as tenants by the entireties, in the place and stead of said Warfield Emory alone, and as fully and effectually as if the said Thomas Warfield Emory and Ruth W. Emory, his wife, had been the original purchasers of said sale.

J. OWEN KNOTTS
JUDGE

Filed Jan. 16, 1940.

ORDER OF COURT
Filed Jan. 16, 1940

FINAL ORDER OF RATIFICATION

ORDERED this 15th day of January 1940, by the Circuit Court for Queen Annes County in Equity that the sale of the real estate made and reported in this cause by Thomas J. Keating Jr. and Richard T. Earle, Trustees, Assignees, 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 Trustees Assignees are allowed a fee of One hundred dollars in lieu of commissions for their services in conducting these proceedings and such proper expenses, not personal, as they shall produce vouchers for to the Auditor.

J. OWEN KNOTTS

Filed Jan. 16, 1940.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Jan. 24, 1940

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

Thomas J. Keating, jr., and
Richard T. Earle,
Trustees and assignees

versus

Joseph W. Carter and
Elizabeth E. Carter, his wife,
Mortgagors

Cause No. 3222

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 for the collection of the mortgage debt named in the mortgage given by the defendants named above to Howard E. Price. The mortgage is described in the proceedings.

At the time of the sale of this cause, the mortgage debt was held pursuant to sundry assignments as follows:

By the plaintiffs named above to the extent of \$ 5,044.23
By S. Foster Price to the extent of 1,796.41
By Ruth S. Price, guardian of Virginia S. Price, to the extent of. 1,796.41

Total debt due on the day of the sale \$ 8,637.05

The sale of the case was made by the plaintiffs as assignees of part of said mortgage and the sale made by them did not produce enough money to pay the costs of sale and the mortgage debt in full.

The auditor in the within account has charged the plaintiffs as vendors of the land sold with the gross amount of the sale made by them per the report of sale and then as allowed unto the vendors a fee of \$100 for making the sale; the court costs of this cause, costs of advertising, notices of sale and the several orders nisi of the cause, certain taxes and insurance paid by them, and the fee of the auditor. (The fee allowed the vendors was allowed by instructions of the vendors in lieu of the commissions provided for by the mortgage and is less than what the commissions would be.)

The amount of the gross sale remaining after these allowances is the net mortgage sale and constitute the amount payable to the mortgage debt. This balance or net sale is distributed pro rata among the parties holding the mortgage debt on the day of the sale above named each receiving .2815 per centum of his and her mortgage claim.

The auditor has stated three accounts showing respectively the amounts due the assignees mentioned above on the day of the sale but after the assignees had received the amounts distributed them by this mortgage.

Which is respectfully submitted,

MADISON BROWN,

Auditor

January 24, 1940

Filed Jan. 22nd, 1940.

Cause Number 3222

The proceeds of the sale of the mortgaged real estate of Joseph William Carter and Elizabeth E. Carter, his wife, the mortgagors executing the mortgage under which the sale of this cause was made in account with Thomas J. Keating and Richard T. Earle, trustees of the estate of Annie E. Bryan, assignees of said mortgage and as such the vendors making the mortgage of this cause.

Cr.

1939
Oct. 17. By amount of the gross sale of the mortgaged real estate made this day, per report of sale filed, to wit: \$ 2,750.00

DR.

" "	To Thomas J. Keating, jr., and Richard T. Earle, vendors, in lieu of the sale commissions provided in mortgage, per their direction to the auditor, as compensation for making the sale mentioned, the sum of	\$ 100.00	
	To do., for the court costs of this cause per statement of taxed costs made by clerk, as follows: Appear, fee of Plaintiff's Attorney . \$10.00 Clerk's Costs 32.15 Total, paid per receipted statement . \$42.15		42.15
	To do., for the costs of their bond filed by them, paid the corporate surety on said bond, per receipted account for same produced to wit: the sum of		16.00
	To do., for the amount paid J. E. Anthony, auctioneer, for crying the sale made, per his receipt produced, the sum of		10.00
	To do., the costs of advertising notices of sale, \$48.38, the sale order nisi, \$5.00, the order nisi to be passed as to this audit, \$3.50, per receipted account for same of Queen Anne's Record Co., produced to wit: sum of		56.88
	To do., for amount of state and county taxes on mortgaged real estate, sold for year 1938, not paid by mortgagors, paid by the vendors, per receipted statement of J. Edgar Bryan, treasurer, produced, the sum of		69.07
	To do., for costs of certain fire insurance on the property sold procured by them, per receipted account for same of H. E. Price Agency produced, to wit: the sum of		6.53
	To Madison Brown, Auditor, for stating this account, sum of	18.00	
		\$ 318.63	
	To balance, being net mortgage sale, carried over	\$2,431.37	
		\$2,750.00	\$ 2,750.00

Cause Number 3222.

Cr.

By balance brought forward for distribution, to wit: sum of \$ 2,431.37

Dr.

Distribution

To Thomas J. Keating, jr., and Richard T. Earle, trustees of the trust estate in course of administration in Cause No. 2224 of this court, assignees of part of the mortgage debt named in the mortgage of this cause, is distributed on account of their mortgage claim, the sum of \$ 1,419.97

To S. Foster Price, assignee of part of the mortgage debt named in the mortgage of this cause, is distributed on account of his mortgage claim the sum of 505.70

To Ruth S. Price, guardian of Virginia Sears Price, infant, assignee of part of the mortgage debt named in the mortgage of this cause, is distributed on account of her mortgage claim, the sum of 505.70

\$ 2,431.37 \$ 2,431.37

January 24, 1940

MADISON BROWN,
Auditor.

Cause Number 3222.

Statement showing the Mortgage Indebtedness as of the day of sale but after application of proceeds of the sale to said debt.

Statement No. 1

Joseph William Carter and Elizabeth E. Carter, the mortgagors making the mortgage described in this cause, to Thomas J. Keating, jr., and Richard T. Earle, trustees of Cause No. 2224 of this court, assignees of part of said mortgage, 1939 Dr.

Oct. 17: to that part of the mortgage debt secured by said mortgage which was due to them as said assignees on this date (the day of the sale) per their statement of mortgage debt filed in this Cause, to wit: \$ 5,044.23

Cr: by amount distributed to said assignee by this audit, to wit: \$ 1,419.97

Dr: to amount of balance due said assignee under said mortgage with interest thereon from Oct. 17, 1939, to wit: \$ 3,624.26

Statement No. 2

Joseph William Carter and Elizabeth E. Carter, the mortgagors making the mortgage described in this cause, to S. Foster Price, assignee of part of said mortgage, 1939 Dr.

Oct. 17: To that part of the mortgage debt secured by said mortgage which was due to him as said assignee on this date (the day of the sale) per his statement of mortgage debt filed in this cause, to wit: \$ 1,796.41

Cr: by amount distributed to him by this audit, to wit: \$ 505.70

Dr: To amount of balance due said assignee under said mortgage with interest thereon from Oct. 17, 1939, to wit: \$ 1,290.71

Statement No. 3.

Joseph William Carter and Elizabeth E. Carter, the mortgagors making the mortgage described in this cause, to Ruth S. Price, guardian of Virginia Sears Price, infant, Dr. 1939

Oct. 17: To that part of the mortgage debt which was due to her as assignee of said mortgage on this date (the day of the sale) per her statement of mortgage debt filed in this cause, to wit: \$ 1,796.41

Cr: by amount distributed to her by this audit, to wit: . . . \$ 505.70

Dr: To amount of balance due said assignee under said mortgage with interest therefrom from Oct. 17, 1939, to wit: \$ 1,290.71

MADISON BROWN, Auditor

January 24, 1940

Filed Jan. 24th, 1940

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr. and Richard T. Earle, Trustees and assignees VS Joseph W. Carter and Elizabeth E. Carter, his wife, Mortgagors. IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE No. 3222

ORDERED, This 24th day of January in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of March, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of February, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed January 24th, 1940.

Void is written across the front of the above Nisi Ratification of Audit

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Richard T. Earle, Trustees, Assignees VS. Joseph William Carter Elizabeth E. Carter, his wife, Mortgagors. IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE No. 3222 Chy.

ORDERED, This 7th day of February in the year nineteen hundred and forty, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of March, 1940; provided a copy of this order be published once a weeks in each of two successive weeks before the 24th day of February, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed February 7th, 1940.

ORDER OF COURT
Filed March 7, 1940

FINAL ORDER OF RATIFICATION

ORDERED, this Sixth day of March 1940, 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 Trustees, Assignees, are 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.

APPOINTMENT OF GUARDIAN
Filed March 11, 1940.

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 21st day of January A. D. nineteen hundred and thirty that Ruth F. Price was appointed Guardian of Virginia Sears Price, infant child of Sterling Price late of Queen Anne's County, deceased, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her and that the penalty of said bond is in the penal sum of \$13,000.00.

In Testimony Whereof, I Norman S. Dudley Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 11th day of March nineteen hundred and forty.

Seal's
Place.

NORMAN S. DUDLEY
Register of Wills for Queen Anne's
County.

Filed March 11, 1940.

CAUSE NO. 2896.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifteenth day of February, in the year Nineteen Hundred and Thirty Two, the following Order to Docket Suit was filed for record, to wit:-

In the Matter of the	:	In the Circuit Court for	
Trust Estate of	:	Queen Anne's County.	
John W. Perry and	:		
Louise McFeeley Perry,	:	In Equity.	No. _____
his wife,	:		

B. HACKETT TURNER, CLERK:

Please docket the above entitled cause, make certified copy of the Deed from John W. Perry and Louise McFeeley Perry, his wife, to S. Scott Beck, dated the 15th day of February, 1932, and file herein; also file Bond and Petition for the Court to assume jurisdiction and enter my appearance for the Plaintiff,

Says,

S. SCOTT BECK
Plaintiff's Attorney.

CERTIFIED COPY OF DEED OF TRUST
Filed February 15, 1932.

.....
 #15,389. QUEEN ANNE'S COUNTY, TO
 W I T: Be it remembered that on the fifteenth day of February, in the year
 nineteen hundred and thirty two, the following Deed of Trust was brought to
 be recorded, to wit:-

THIS DEED, Made this 15th day of February, 1932, by
John W. Perry and Louise McFeeley Perry, his wife, of Queen Anne's County,
and State of Maryland.

WHEREAS, the said John W. Perry and Louise McFeeley Perry, his wife, are indebted unto sundry persons in various sums of money which they are unable to pay in full and desire to convey and assign all their property and estate to S. Scott Beck, Esq., of Chestertown, Kent County, Maryland, in trust, for the benefit of their creditors, as hereinafter set forth.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said John W. Perry and Louise McFeeley Perry, his wife, do hereby grant, convey, bargain, sell, release and assign to the said S. Scott Beck all their property and estate of every kind, nature and description, real and personal, in possession or in expectancy and where-soever situated and more fully described as follows, to wit:-

(1) All that tract of land or farm known as "The Brick Yard Farm," "Confession," "The Davis Farm," or by whatsoever name or names the same may be known, situated on the North side of the Public Road leading from Centreville to Ruthsburg in Queen Anne's County aforesaid, adjoining the lands of John D. Connolly, William McKenney heirs, et al, and lying on both sides of the old Queen Anne's and Kent Railroad and containing 149 Acres of land, more or less, and being the same property more fully described in a Deed from John M. Perry, Executor, et al, to the said John W. Perry dated March 25, 1916, and recorded among the Land Records of Queen Anne's County aforesaid, in Liber W. F. W. No. 8, Folio 473 etc.

The above described tract of land is conveyed subject to two mortgages thereon - one from John W. Perry and Louise McFeeley Perry, his wife, to Mollie G. Busted dated November 1, 1921, and recorded among the aforesaid Land Records in Liber J. F. R. No. 7, Folio 546 etc. given to secure the sum of \$2,000.00 and the other mortgage is from the said John W. Perry and Louise McFeeley Perry, his wife, to The Centreville National Bank of Maryland dated March 2, 1931, and recorded among the aforesaid Land Records in Liber B. H. T. No. 12, Folio 516 etc., given to secure the sum of \$10,080.75.

(2) All that lot or tract of land called or known as "The Minnie Frazier Woodland," situated on the right side of the Public Road leading from Centreville to Ruthsburg and bounded on the one side by the farm called or known as "The Minnie Frazier Farm," now or formerly owned by Charles S. Quimby and on the other side by the lands of Nannie McKenney Jacobs, known as the Wood Yard Farm, and in the rear by the last named farm also and containing 80 Acres of land, more or less, and being the same property which was con-

veyed to the said John W. Perry by James E. Butler and wife by Deed dated February 25, 1921, and recorded among the Land Records of Queen Anne's County aforesaid, in Liber J. F. R. No. 6, Folio 397, etc.

"The Minnie Frazier Wood land", above described, is hereby conveyed subject to two Mortgages - one from John W. Perry and Louise McFeeley Perry, his wife, to J. Frank Harper, Trustee, dated November 1, 1928 and recorded among the aforesaid Land Records in Liber B. H. T. No. 8, Folio 517 etc, given to secure the sum of \$1,000.00 and the other mortgage being from John W. Perry and Louise McFeeley Perry, his wife, to The Centreville National Bank of Maryland, dated March 2, 1931, and recorded among the aforesaid Land Records in Liber B. H. T. No. 12, Folio 516 etc., given to secure the sum of \$10,080.75.

(3) All the undivided one-sixth interest of the said John W. Perry and Louise McFeeley Perry, his wife, in and to all that tract of land, situate, lying and being in Queen Anne's County aforesaid, on the road from Centreville to Ruthsburg and where the said John W. Perry now resides and known as "Spring Garden", containing 303 Acres and 6 Perches of land, more or less. It being the same property which is more particularly described in a Deed from John W. Perry to Addie M. Perry dated March 1, 1894 and recorded among the Land Records of Queen Anne's County, in Liber W. H. C. No. 1, Folio 69 etc., and which, upon the death of the said Addie M. Perry in the year 1895, intestate, descended unto her surviving husband, John M. Perry, for life and after his death to her six children, namely: Ella Perry Skinner, Mackey Perry Beck, Bessie Perry Kibler, John W. Perry, Frances Perry Metcalfe and Isabel Perry Wilmer, and upon the death of the said John M. Perry in 1923, the title to said property became absolute in the above named children of the said Addie M. Perry, the interest hereby intended to be conveyed being an undivided one-sixth interest in said farm.

(4) ALSO the following described personal property;-
6 Mules; 2 Mule Colts; 6 Horses; 23 Cows; 5 2-year old Heifers; 3 one-year old heifers; 1 Bull; 3 Brood Sows; 2 Derring Reapers; 1 McCormick-Deering Mower; 1 Corn Planter; 2 McCormick-Derring Manure Spreaders; 4 Farm Wagons; 3 Riding Cultivators; 4 Walking Cultivators; 1 Roller; 1 Cultipacker; 1 Rotary Hoe; 1 Spring Tooth Harrow; 2 Drag Harrows; 1 Dirt Scoop; 2 Riding Plows; 4 98-Oliver Walking Plows; 1 1-horse Plow; 12 sets Rope Harness; 4 sets Wagon Harness; 12 Collars; 10 Bridles; 1 Fordson Tractor; 1 Tractor Plow; 1 Tractor Disc; 1 Saw Bench and Saw; 10 Tons Hay; 10 Milk Cans; 1 Ontario Seed Drill; about 700 Bushels of Corn; 2 Corn Cutters; a lot of spades, shovels, forks, trees, corn knives and other articles too numerous to mention, as well as 75 chickens, 1 Ford Sedan, 1 Ford Roadster, as well as household and kitchen furniture. All of which personal property is located on the "Spring Garden Farm" and "The Brick Yard Farm," herein above described.

The Grantors, the said John W. Perry and Louise McFeeley Perry, his wife, reserve unto themselves in this Deed of Trust, the right to the legal exemptions allowed to them and each of them under the Laws of the State of Maryland.

TO HAVE AND TO HOLD the same unto the said S. Scott Beck, his heirs, personal representatives and assigns, in trust, confidence, nevertheless, for the following purposes, to wit:

FIRST: To take possession of the said estate and property and without unnecessary delay to convert the same into money by the sale of so much thereof as is saleable and the collection of so much thereof as is collectible and to apply the proceeds, after the payment of the expenses of this trust including a ten per cent commission to the Trustee for his services according to the law in such cases; to the payment in full of all debts due and owing by the said John W. Perry and Louise McFeeley Perry, his wife, without preference or priority, except as the law provides, if the net proceeds shall be sufficient therefor, and, if insufficient, then to the payment of the aforesaid debts pro rata without preference or priority as aforesaid.

SECOND: After the payment in full of all the debts and all claims and demands whatsoever against the said John W. Perry and Louise McFeeley Perry, his wife, for which they may be liable, in trust to pay the surplus, if any there be, to the said John W. Perry and Louise McFeeley Perry, his wife, their proper representatives or assigns.

AND THE SAID John W. Perry and Louise McFeeley Perry, his wife, for the purposes aforesaid, do hereby make, constitute and appoint the said S. Scott Beck, their true and lawful attorney, irrevocable, in their names and otherwise to ask, demand, sue for, recover and receive of any, from all and every person or persons, all the property, goods, chattels, wares, merchandise, debts, or sums of money due, owing or belonging to the said John W. Perry and Louise McFeeley Perry, his wife, and for all receipts and deliveries to make, execute, and acknowledge due acquittances 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 they, the said John W. Perry and Louise McFeeley Perry, his wife, might or could have done if these presents had not been executed.

AS WITNESS our hands and seals the day and year first above written:

Test:

Bertha G. Durney

JOHN W. PERRY (SEAL)

LOUISE McF. PERRY (SEAL)

STATE OF MARYLAND, QUEEN _____ COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of February, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen _____ County aforesaid, personally appeared John W. Perry and Louise McFeeley Perry, his wife, and each acknowledged the foregoing Deed of Trust to be his respective act.

AS Witness my hand and Notarial Seal:

BERTHA G. DURNEY
Notary Public.

Notary
Public
Seal.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 14, folios 173, 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 fifteenth day of February, in the year nineteen hundred and thirty two.

B. HACKETT TURNER, Clerk

Seal's
Place.

PETITION AND ORDER OF COURT TO
ASSUME JURISDICTION OF TRUST.
Filed February 15, 1932.

IN THE MATTER OF THE	:	In the Circuit Court for
ESTATE <u>ESTATE</u> OF JOHN W.	:	Queen Anne's County.
PERRY and LOUISE McFEELEY	:	
PERRY, his wife.	:	In Equity. No. _____

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of S. Scott Beck, Trustee in the above entitled Cause, respectfully shows:

1. That John W. Perry and Louise McFeeley Perry, his wife, of Queen Anne's County, in the State of Maryland, on the 15th day of February, in the year Nineteen hundred and thirty-two, executed unto your Petitioner a Deed of Trust granting and conveying, bargaining and selling, assigning and releasing unto your Petitioner all the property of the said John W. Perry and Louise McFeeley Perry, his wife, of every description, real, personal and mixed, in Trust upon certain conditions and for certain purposes in said Deed of Trust mentioned and declared as will appear by reference to a certified copy of said Deed of Trust filed in this cause.

2. That your Petitioner has filed with the Clerk of this Court, in this Cause, an approved Bond in the penalty of Ten Thousand Dollars (\$10,000.00), for the faithful performance of the Trust reposed in him as Trustee under the aforesaid Deed of Trust, and is desirous that this Court shall assume jurisdiction of the said Trust Estate, and direct him in the execution of this Trust.

3. That your Petitioner, as Trustee aforesaid, is required by the terms of said Deed of Trust after converting the assets of the said Trust Estate and after paying the lawful expenses of the Trust, including commissions to himself as Trustee for his services, as set forth in said Deed, to apply the net proceeds of the Trust Estate as in said Deed set forth.

4. That the said John W. Perry and Louise McFeeley Perry, hiswife, are largely indebted unto sundry persons and corporations upon various obligations and claims, secured and unsecured, and in various

amounts which at present your Petitioner is unable to state with certainty, and in order that he may properly and faithfully perform the Trust reposed in him, the creditors of the said John W. Perry and Louise McFeeley Perry, his wife, shall be required to file their respective claims with the proper vouchers attached thereto in this Trust Estate.

YOUR PETITIONER, THEREFORE, PRAYS:

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

(2) That an Order may be passed by this Court giving notice to all creditors of the said John W. Perry and Louise McFeeley Perry, his wife, to file their respective claims with the proper vouchers attached thereto, with the Clerk of this Court on or before a day to be named in said Order.

AND as in duty bound, etc.

S. SCOTT BECK
Trustee.

Filed February 15th, 1932.

ORDER OF COURT.

UPON the foregoing Petition, IT IS THEREUPON ORDERED this 17th day of February, 1932, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that jurisdiction of the Trust created by the Deed of Trust referred to in said foregoing Petition be and the same is hereby taken and assumed by the said Court and the same will be executed and performed under its orders and directions; and it is further ORDERED that the said S. Scott Beck cause to be published the following Order of this Court giving notice to the Creditors of the said John W. Perry and Louise McFeeley Perry, his wife, to file their respective claims as in said Order is fully set forth and stated; and it is further ordered that said trustee shall have the before mentioned property appraised and the appraiser returned to this Court before offering the same for sale.

LEWIN W. WICKES

Filed February 19th, 1932.

CERTIFIED COPY OF BOND
Filed February 15, 1932.

Queen Anne's County, to wit: Be it remembered that on fifteenth day of February, in the year Nineteen Hundred and thirty two, the following Bond was filed for record, to wit:

Know all men by these presents, That we, S. Scott Beck, as principal, and Mackey Perry Beck, Bessie Perry Kibler, Frances Perry Metcalfe and Isabel Perry Wilmer, as sureties and all of Kent County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Dollars (\$10,000.00), current money of the United States, to be paid to the State of Maryland aforesaid, 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 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 15th day of February, in the year Nineteen Hundred and thirty-two,

Whereas, John W. Perry and Louise McFeeley Perry, his wife, of Queen Anne's County, State of Maryland, by their Deed of Trust, executed and acknowledged agreeably to law, bearing date the 15th day of February, 1932, and recorded or to be recorded among the Land Records for Queen Anne's County, State of Maryland, did grant and convey, bargain and sell, assign and transfer, unto the said S. Scott Beck certain property and estate, therein referred to and described, in trust, upon certain terms and conditions, and for the uses and purposes in the said Deed of Trust particularly named, set forth and described.

Now, The Condition of the above obligation is such, That if the above bounden, S. Scott Beck, does and shall well and faithfully perform the trust reposed in him in and by said Deed of Trust, mentioned and declared, or that may be reposed in him by any order or decree of the Circuit Court for Kent County, in Equity, or by any Court having jurisdiction in the premises, then this obligation shall be void, otherwise, to be and remain in full force and virtue in law.

S. SCOTT BECK (SEAL)
 MACKEY PERRY BECK (SEAL)
 BESSIE PERRY KIBLER (SEAL)
 FRANCES PERRY METCALFE (SEAL)
 ISABEL PERRY WILMER (SEAL)

Signed, sealed and
 delivered in the
 presence of

ALICE R. SMITH

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

Security Approved and Bond filed February 15th, 1932.

B. HACKETT TURNER, Clerk.

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the foregoing is truly taken
 and copied from the Bond filed and to be recorded in Liber B. H. T. No. 1, folio
 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 Annes
 County, this 15th day of February A. D. 1932.

Seal's
 Place.

B. HACKETT TURNER, Clerk

NOTICE TO CREDITORS
 Filed Feb. 19, 1932.

NOTICE TO CREDITORS.

IN THE MATTER OF THE	)	In the Circuit Court for
TRUST ESTATE OF JOHN W.	:	Queen Anne's County.
PERRY And LOUISE McFEELEY	:	
PERRY, his wife.	:	In Equity. No. _____
	:	

ORDERED, this 17th day of February, 1932, by the Cir-
 cuit Court for Queen Anne's County, in Equity, and by the authority of said
 Court, that the Creditors of John W. Perry and Louise McFeeley Perry, his wife,
 and all others claiming any interest in the estate and property or the proceeds
 of the sale thereof, granted and assigned by the Deed of Trust of the said
 John W. Perry and Louise McFeeley Perry, his wife, to S. Scott Beck, Trustee,
 for the purposes in said Deed stated and declared, be, and they are hereby di-
 rected and required to file their said claims, with the proper vouchers attach-
 ed thereto, with the Clerk of the Circuit Court for Queen Annes County, Mary-
 land, on or before the 29th day of April, 1932, provided a copy of this Order
 be published in some newspaper printed and published in Queen Anne's County,
 Maryland, once in each of four successive weeks before the 29th day of March
 1932.

LEWIN W. WICKES

Filed February 19th, 1932.

PETITION AND ORDER OF
 COURT TO SELL PROPERTY
 Filed February 19, 1932.

IN THE TRUST ESTATE OF	:	In the Circuit Court for
JOHN W. PERRY and LOUISE	:	Queen Anne's County.
McFEELEY PERRY, his wife,	:	In Equity. No. _____

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of S. Scott Beck, Trustee, in the above
 entitled Cause, respectfully shows:

1. That John W. Perry and Louise McFeeley Perry,
 his wife, on the 15th day of February, 1932, executed unto your Petitioner,

a Deed of Trust granting and conveying, bargaining and selling, assigning and releasing, unto your Petitioner all the property of every kind of the said John W. Perry and Louise McFeeley Perry, his wife, in trust, upon certain conditions and for certain purposes, in said Deed mentioned, as will appear by reference to certified copy of said Deed of Trust filed in this Cause.

2. That Your Petitioner has filed with the Clerk of this Court, in said Cause, an approved bond in the penalty of Ten Thousand (\$10,000.00) and this Honorable Court has assumed jurisdiction over said trust by its Order passed on the 17th day of February, 1932.

3. That the personal property in the estate of the said John W. Perry and Louise McFeeley Perry, his wife, consists of farm implements, machinery of various kind, as well as horses, cows and pigs, and your Trustee believes it would be to the advantage of the Trust Estate for the same to be forthwith sold.

4. That the real estate belonging to said Trust Estate consists of three parcels of land - two of which were conveyed to your Petitioner subject to outstanding mortgages and the third parcel consists of an undivided one-sixth interest in the "Spring Garden Farm" located near Centreville, which interest therein your Petitioner thinks should be offered at public sale.

WHEREFORE, Your Petitioner prays your Honors to pass an Order authorizing him to seel at Public Sale the aforesaid property.

Respectfully submitted.

S. SCOTT BECK
Trustee

Filed February 19th, 1932.

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 17th day of February, 1932, upon the foregoing Petition, that S. Scott Beck, Trustee, aforesaid, be, and he is hereby authorized to sell at Public Sale the personal property belonging to said Trust Estate after advertising the same in one or more newspapers printed and published in Queen Anne's County, at least ten days before the day of sale, the terms of which sale shall be, "All sums of \$20.00 and under cash and all sums over that amount, if desired, a note may be taken payable six months after date, with interest, with endorsement satisfactory to the Trustee;" and the said Trustee is hereby further authorized to sell at public sale the undivided one-sixth interest of the said John W. Perry and Louise McFeeley Perry, his wife, in and to "Spring Garden Farm," located near Centreville after advertising the same in one or more newspapers printed and published in Queen Anne's County aforesaid for at least twenty days before the day of sale and the terms of which sale shall be as follows: "One-third of purchase money cash on day of sale; one-third cash upon ratification of sale and the balance cash within six months from the day of sale or all cash at the option of the purchaser, deferred payments to bear interest from the day of sale, and to be secured to the satisfaction of the Trustee; title papers at the cost of the purchaser.

LEWIN W. WICKES

Filed February 19th, 1932.

APPRAISEMENT
Filed March 12, 1932.

IN THE MATTER OF THE
TRUST ESTATE OF JOHN
W. PERRY and LOUISE Mc-
FEELEY PERRY, his wife.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

At the request of S. Scott Beck, Trustee in the above entitled Cause, we, the undersigned, residents of Queen Anne's County, State of Maryland, viewed the premises and property hereinafter mentioned and appraised the same in accordance to our best judgment as to the value thereof, as follows:

REAL ESTATE

An undivided one-sixth interest in the
Spring Garden Farm, containing 303
Acres and 6 Perches of land, more
or less, \$2,000.00

All that farm or tract of land known as
the Brick Yard Farm situated on the
road leading from Centreville to
Ruthsburg, containing about 155
Acres 5,000.00

All that tract of land known as the
Minnie Frazier Wood land situated
on the Public Road leading from
Centreville to Ruthsburg, containing
80 Acres of land, more or less 1,200.00

Total Real Estate \$8,200.00

R. W. THOMAS
L. T. BOYCE
Appraisers.

Filed Mar 12th at 1:50 P. M. 1932.

REPORT OF SALE
Filed March 15, 1932

In the Matter of the : In the Circuit Court for
Trust Estate of John W. Perry and : Queen Anne's County.
Louise McFeeley Perry, his wife. :
: In Equity. No. 2896

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of S. Scott Beck, Trustee in the above en-
titled Cause, of the sale of the real estate made under and by virtue of the
authority conferred by Order of this Honorable Court passed on the 17th day
of February, 1932, respectfully shows:

1. That having complied with all the prerequisites
of said Order of Court and having advertised said Real Estate in The Centre-
ville Record, a newspaper printed and published in Queen Anne's County, Mary-
land, for at least twenty days before the day of sale, your Trustee, did, on
the 12th day of March, 1932, at two o'clock P. M., offer the said real estate,
known as the undivided one-sixth interest of John W. Perry and Louise McFeeley
Perry, his wife, in all that farm or tract of land known as "Spring Garden,"
situated near Centreville on the Public Road leading from Centreville to Ruths-
burg containing 303 Acres and 6 Perches of land, more or less, at Public Sale
and then and there sold the same to The Centreville National Bank, a Body cor-
porate, at and for the sum of Twenty-five hundred (\$2500.00) Dollars, it be-
ing the highest bidder therefor.

It being an undivided one-sixth interest in all
that farm or tract of land conveyed by John W. Perry to Addie M. Perry by
Deed dated March 1, 1894 and recorded among the Land Records of Queen Anne's
County aforesaid, in Liber W. H. C. No. 1, Folio 69 etc., and which upon the
death of the said Addie M. Perry, intestate, descended unto her surviving
husband, John M. Perry, now deceased, for life, and after his death unto her
six children, of whom the said John W. Perry is one, as her heirs at law.

YOUR TRUSTEE further reports that the purchaser has
made satisfactory compliance with the terms of sale and he further reports that
said sale was fairly made.

Respectfully submitted,
S. SCOTT BECK
Trustee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of March,
1932, before me, the subscriber, a Notary Public of the State of Maryland, in
and for Kent County aforesaid, personally appeared S. Scott Beck, Trustee, and
made oath in due form of law that the matters and facts set forth in the fore-
going Report of Sale are true to the best of his knowledge and belief and that

the sale was fairly made.

As witness my hand and Notarial Seal:

ALICE R. SMITH
Notary Public.

Filed March 15th, 1932.

Notary
Public
Seal.

CERTIFICATE OF ADVERTISEMENT
OF SALE
Filed March 15, 1932.

TRUSTEE'S SALE
OF INTEREST
IN VALUABLE

REAL ESTATE

Under and by virtue of an Order of the Circuit Court for Queen Anne's County, in Equity, passed in Chancery Cause No. 2896, entitled, "In the matter of the Trust Estate of John W. Perry and Louise McFeeley Perry, his wife", the undersigned Trustee will offer at Public Sale in front of the Court House Door in Centreville, Maryland, on SATURDAY, MARCH 12, 1932 at 2 o'clock P. M. an undivided one-sixth interest in all that valuable farm or tract of land known as "Spring Garden," situated near Centreville on the Public Road leading from Centreville to Ruthsburg containing 303 Acres and 6 Perches of land, more or less, and whereon the said John W. Perry now resides.

The Improvements consist of a commodious 2½ story Brick House with all modern conveniences, as well as Meat House, Garage, 2 Chicken Houses, Granary, Combination Work Shop and Implement Shed, Corn House, 16-stall Horse Stable with Hay Loft above; 20-stall Cow Stable with Hay Loft above; Implement Shed and 1 12x3¼ Tile Silo. All of the improvements are in first class condition.

This farm nicely situated, being close to schools, railroad and Milk Station and in a very high state of cultivation; about 250 Acres are tillable and the rest of the land consists of a very valuable meadow.

TERMS OF SALE are one-third cash on day of sale; one-third cash upon ratification of sale and the balance cash within six months from the day of sale or all cash at the option of the purchaser; deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned; title papers at the cost of the purchaser. As no wheat was seeded in the Fall of 1931, no crops will pass to the purchaser.

S. SCOTT BECK,
Trustee.

THE CENTREVILLE RECORD

Centreville, Md., Mar. 12, 1932

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the matter of the Trust Estate of John W. Perry & Louise McFeeley Perry, his wife, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 12 day of March in the year 1932.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

N I S I

In the matter of the Trust
Estate of John W. Perry and
Louise McFeeley Perry, his wife

} IN THE CIRCUIT COURT
}
} FOR QUEEN ANNE'S COUNTY
}
} IN EQUITY
} CHANCERY NO. 2896.

ORDERED, This 15th. day of March, A. D., 1932, that the sale the real estate made and reported in this cause by S. Scott Beck, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th. 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 18th. day of April next.

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

B. HACKETT TURNER Clerk

Filed March 15th. 1932.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed June 3, 1932.

N I S I

In the Matter of the Trust Estate
of John W. Perry and Louise Mc-
Feeley Perry, his wife.

In The Circuit Court For Queen Anne's County In Equity Chancery No. 2896.

ORDERED, This 15th day of March, A. D., 1932, that the sale the real estate made and reported in this cause by S. Scott Beck, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of April next.

The Report states the amount of sales to be \$2,500.00.

B. HACKETT TURNER, Clerk

True Copy:
Test B. HACKETT TURNER, Clerk

Filed March 15th, 1932.

THE CENTREVILLE RECORD

CENTREVILLE, MD., June 4, 1932.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of the Trust Estate of John W. Perry and Louise McFeeley Perry, his wife, in Equity No. 2896 a true copy of which is here-to annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 18 day of April in the year 1932

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown

ORDER OF COURT
Filed June 3, 1932.

ORDERED this 1st day of June, 1932, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing Sale made and reported by S. Scott Beck, Trustee, 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 in said Cause and the Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

LEWIN W. WICKES

Filed June 3rd, 1932.

AUDITS
Filed March 1st, 1939.

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

In the Matter of the Trust
Estate of
JOHN W. PERRY.

In the Matter of the Trust
Estate of
LOUISE McF. PERRY.

Cause No. 2896.

To the Honorable, the Judges of said Court:

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

1 - That when the Deed of Trust in this cause was made by John W. Perry and Louise Perry two separate and distinct trust estates were created, one by John W. Perry of his sole and separate property or estate for the benefit of his creditors and one by Louise Perry of her sole and separate property or estate for the benefit of her creditors, for none of the property which passed under the Deed of Trust to the trustee was owned by the grantors jointly.

2- The two trust estates mentioned however from the time the Deed was made to the time of this audit have been administered by S. Scott Beck, esquire, the trustee named in the deed, as one estate, but the auditor will audit herein each trust estate separately.

As to the Property of Louise Perry.

3 - Mr. Beck, the trustee, has instructed the auditor that the only property which was owned by Mrs. Perry at the time of the Deed of Trust consisted of

- (1) a lot of hens or chickens which were sold by him for \$ 45.00
(see Page 4 of his Report of Sales of Personalty)
- (2) and of those articles of silverware, household and kitchen furniture enumerated on Page 5 of said report and therein mentioned as having been sold by the trustee for 465.00
so that the estate of Louise Perry after the conversion of the same by the sales mentioned into money consists of the sum of \$509.00

As to the Property of John W. Perry.

4 - Mr. Beck has instructed the auditor that the estate of John W. Perry which passed to the trustee under the Deed of Trust consisted of

- (1) all the articles described in the Report of Sale mentioned (with the exception of those articles which belonged to Mrs. Perry) and were sold by him for \$3,443.00
- (2) of the proceeds of the sale of one-undivided sixth part of John W. Perry in the farm called "Spring Gardens" and of the proceeds of a pea crop raised by said Perry and sold by him to Langrell Bros. collected by the trustee.

As to the Debts of John W. Perry.

5- The auditor has made a detailed statement of these debts and will file the same with the audit in re: John W. Perry Trust Estate hereinafter mentioned as part of the same. This statement is based on examination of each claim filed against John W. Perry and includes all the claims shown on the Claim Docket in the Clerk's office and in the hands of the Clerk of the Court.

As to the Debts of Louise McF. Perry.

6- The auditor has made a detailed statement of these debts and will file this statement with the audit in re: Louise McF. Perry Trust Estate hereinafter mentioned as part of the same. This statement is based on an examination of each claim filed against Louise Perry and includes all claims shown on the Claim Docket in the Clerk's office and in the hands of the Clerk of the Court.

Joint Costs.

7 - Certain costs such as advertisement of the personal property, the auctioneer's fees thereof, court costs of these proceedings relate to both trust estates because of the fact that the personal property of each grantor has been managed and sold by the trustee as one estate. I have listed on Page of the within account these joint claims to themselves and have apportioned the amount thereof between the amount of each separate trust estate and have thus found that part of the joint costs chargeable to the trust estate of John W. Perry and that part of these joint costs chargeable to the trust estate of Louise McF. Perry.

8- Within the cover of these papers are two separate audits, to wit:
An Audit in re: Trust Estate of John W. Perry and
An Audit in re: Trust Estate of Louise McF. Perry.

The Audit in re: Trust Estate of John W. Perry.

9 - In this audit the auditor has charged S. Scott Beck, the trustee, with the proceeds of the real estate of John W. Perry mentioned above per Report of Sale thereof, with the proceeds of the sales of the personal property of John W. Perry mentioned above and with the proceeds of the above mentioned pea crop and the auditor has then out of the amounts so charged to the trustee allowed as follows, to wit:

To the trustee his commissions on the total trust estate per terms of the Deed of Trust, costs of advertising notices of sale, order nisi and auctioneer fee in re sale of real estate per vouchers exhibited, the amount paid by the trustee in settlement of taxes due by John W. Perry on his personal property per vouchers exhibited, a fee paid an attorney for legal services rendered the trustee in collection of the pea crop, the taxes due by John W. Perry on his interest in the farm called "Spring Gardens" (the amount of this allowance has been verified by the auditor), the amount of certain money rent due by John W. Perry to the owners of "Spring Gardens" hereinafter mentioned, the court costs and advertising costs in an insolvent proceeding instituted against John W. Perry after the Deed of Trust was made and the joint costs above mentioned chargeable to the estate of John W. Perry;
Unto John W. Perry his exemption claimed by the Deed of Trust;
Unto the auditor his fee.

The balance of the charges against the trustee remaining after the above allowance is then by the annexed account distributed pro rate among the creditors of John W. Perry named in the Statement of Claims filed against him, each creditor receiving .4197+ per centum of his claim.

The Audit in re: Trust Estate of Louise McF. Perry.

10 - The auditor has stated the within account between the trust estate of Louise McF. Perry and S. Scott Beck, her trustee, and therein has charges the trustee with the proceeds of her trust estate mentioned above and has then thereout allowed as follows, to wit:

Unto the trustee his commissions provided by the Deed of Trust, the courts costs and cost of advertising in the insolvent proceedings instituted against Louise McF. Perry after the making of the Deed of Trust, that part of the joint costs mentioned above chargeable to her trust estate, cost of advertising the order nisi as to this audit;
Unto Louise McF. Perry the amount of her exemption claimed by the Deed of Trust;
Unto the auditor his fee.

The balance of the amount so charged to the trustee remaining after these allowances is the amount for distribution among the creditors of Louise McF. Perry and the same by the within account is distributed to them pro rata, each receiving .0503+ per centum of his claim.

In re: John W. Perry estate.

11 - In explanation of the allowance of the money rent the auditor refers the Court to the voucher for the same delivered to him by Mr. Beck, the trustee. This voucher is an account wherein John W. Perry is charged certain money rent in favor of Ella Perry Skinner and others called "landlords" for the use of the landlords' five-sixths interest in "Spring Gardens" and explains the claim in detail. This voucher will be attached to the cover of these papers as part of the audit re John W. Perry estate.

Which is respectfully submitted.

MADISON BROWN,
Auditor.

Cause No. 2896.

The proceeds of the trust estate of John W. Perry arising under the Deed of Trust made by him, dated February 15, 1932, and filed in this cause, in account with S. Scott Beck, the trustee of said trust estate under said Deed of Trust.

1932	CR.	
March		
12	By amount of the gross sale of the undivided one-sixth part of John W. Perry in the farm called "Spring Gardens" sold by the trustee per his Report of Sale filed March 15, 1932, to wit:	\$2,500.00
1932		
April		
4	By amount of the gross sales of the goods and chattels of John W. Perry passing under said deed as made by the said trustee, per his report of sales filed May 21, 1932, to wit: the sum of	3,483.000
1932		
April		
4		

By amount received from Langrell Bros. in settlement of the pea crop raised by John W. Perry and by him sold to them, the sum of 42.26
 Total amount of the proceeds of said Trust Estate \$6,025.26

1932
 April
 4

Dr.

To S. Scott Beck for trustee's commissions of 10% on \$6,025.26 per terms of said Deed of Trust, the sum of \$ 602.53

To do., for the amount paid J. E. Anthony as the auctioneer for crying the sale of the real estate mentioned, per his receipt for same exhibited, the sum of 10.00

To do., for the cost of advertising in The Centreville Record, notices of the sale of said real estate \$36.00 order nisi on said sale. 5.00
 Total per receipted account for same exhibited, the sum of \$41.00 41.00

To do., for amount paid Anna Q. Skinner, tax collector, in settlement of the state and county taxes on the personal property of John W. Perry and interest thereon, per receipted statements for the same exhibited, for year 1930 \$68.75
 for year 1931 64.97
 total of \$133.72 133.72

To do., for amount paid Notary Public for the cost of the affidavit of the trustee to his Report of Sale of said real estate, the sum of 25

To do., for the amount of fee paid Harry L. Price, attorney at law, for legal services rendered in suit vs. Langrell Bros. over pea crop, the sum of 17.50

To do., for amount paid Anna Q. Skinner, tax collector, in settlement of the state and county taxes with interest due by John W. Perry on his one-sixth interest in land called "Spring Gardens", for year 1930 \$ 59.16
 for year 1931 56.27
 Total amount paid \$115.43 115.43

NOTE: Above amount is one-sixth of total amount of taxes and interest paid on the tract of land called "Spring Gardens".

To do., for the amount paid by the trustee in settlement of money rent due to Ella Perry Skinner and others (owners of five-sixths interest in the land called "Spring Gardens") unpaid and in arrears at the time of the Deed of Trust for the five-sixths interest of said owners in "Spring Gardens" rented by them to John W. Perry, and for which distraint could have at the time of said Deed been levied against said land as set out in the trustee's voucher filed with the auditor, the sum of 602.42

NOTE: The voucher mentioned sets out in detail the claim for this allowance and the sum mentioned is five-sixths of the state and county taxes and interest on "Spring Gardens" for years 1930 and 1931.

1932
 April
 4

To S. Scott Beck, trustee, for the costs set out below in Case No. 79 of the Insolvent Docket of the Circuit Court for Queen Anne's County of The Centreville National Bank -vs- John W. Perry (per statement of Court Clerk) not yet paid:
 Plaintiff's appearance fee \$ 5.00
 Clerk's costs 12.40
 Defendant's appearance fee 5.00
 Total \$22.40 22.40

To do., for the cost of advertising March 17, 1932, in the Centreville Record, notice to creditors, election of trustee etc., in the Insolvent Case No. 79 above mentioned per account for same herewith exhibited, the sum of 24.00

To do., for the cost of advertising the order nisi to be passed as to this audit, the sum of 3.50

To do., for that part of the joint costs of both trust estates (that of John W. Perry and that of Louise McF. Perry) created by the Deed of Trust which is chargeable by apportionment to the trust estate of John W. Perry, to wit: the sum of 135.72
These costs are set out on Page of this audit.

To John W. Perry for the amount of his exemption reserved unto him by the Deed of Trust, the sum of 100.00

To Madison Brown, auditor, for stating this account the sum of 75.00

\$1,883.47

To balance carried to the next account for distribution among the creditors of John W. Perry, the sum of \$4,141.79

\$6,025.26

CR.

By total amount of trust estate brought forward 6,025.26

MADISON BROWN,
Auditor.

Cause No. 2896

Distribution Among the Creditors of John W. Perry.

No. of Claim	Name of Creditor	Amount of Claim	Amount herein Dis tributed
1.	P. H. Thompson	on claim of \$ 356.43	sum of \$ 149.62
2.	Lowe & Bartlett	on claim of 151.20	sum of 63.47
3.	G. L. Jump Hardware & Implement Co.,	on claim of 300.00	sum of 125.93
4.	G. L. Jump Hardware & Implement Co.,	on claim of 155.04	sum of 65.08
5.	Wright & Collins,	on claim of 20.62	sum of 8.65
6.	David D. Taylor	on claim of 254.38	sum of 106.77
7.	H. F. Callahan	on claim of 410.93	sum of 172.49
8.	Carter & Yates	on claim of 640.59	sum of 268.90
9.	Wright & Collins	on claim of 575.58	sum of 241.61
10.	Wright Motor Co.,	on claim of 33.96	sum of 14.25
11.	E. S. Adkins & Co.,	on claim of 66.53	sum of 27.92
12.	E. S. Valliant & Son,	on claim of 344.63	sum of 144.67
13.	McKenney & Price,	on claim of 24.04	sum of 10.10
14.	Wm. H. Fisher,	on claim of 18.67	sum of 7.83
15.	Tho-Car Oil Co.,	on claim of 205.45	sum of 86.24
16.	Centreville National Bank	on claim of 848.28	sum of 356.09
17.	Centreville National Bank	on claim of 428.63	sum of 179.92
18.	Centreville National Bank	on claim of 637.53	sum of 267.62
19.	Centreville National Bank	on claim of 273.64	sum of 114.86
20.	Centreville National Bank	on claim of 607.87	sum of 255.17
21.	Centreville National Bank	on claim of 403.46	sum of 169.36
22.	Centreville National Bank	on claim of 502.51	sum of 210.94
23.	Centreville National Bank	on claim of 1,005.50	sum of 422.10
24.	Centreville National Bank	on claim of <u>1,601.25</u>	sum of <u>672.20</u>

Total amount of Claims \$9,866.72
Total Amount distributed among the creditors. . . \$4,141.79
CR.
By amount brought forward for distribution among the creditors of John W. Perry 4,141.79

MADISON BROWN
Auditor.

Cause No. 2896.

A Statement of the Claims filed in Cause No. 2896 by the creditors of John W. Perry against the trust estate of John W. Perry created by the Deed of Trust filed in Cause No. 2896.
Interest on the claims mentioned below is brought by the Auditor to the 4th day of April, 1932, the date of the sale of the personal property.

No. of Claim	Holder of Claim		\$	
1.	P. H. Thompson,	note of John W. Perry dated January 6, 1931 Int. from July 6, 1931	\$ 331.67 <u>24.76</u>	356.43
2.	Lowe & Bartlett,	note of John W. Perry dated Dec. 15, 1931 Int. from Feb. 15, 1932	\$ 150.00 <u>1.20</u>	151.20
3.	G.L.Jump Hardware & Implement Co.	Note dated Dec. 1, 1931 Int. from June 1, 1932, due date,	\$ 300.00 <u>0.00</u>	300.00
4.	G.L.Jump Hardware & Implement Co.	Bal. on account Acct. includes charge of \$6.00 interest to Sept. 2, 1931 Int. from Sept. 2, 1931 on \$144.00	\$ 150.00 <u>5.04</u>	155.04
5.	Wright & Collins	account Int. from Dec. 14, 1931	\$ 20.00 <u>.37</u>	20.62
6.	David D. Taylor	note of John W. Perry dated March 1, 1931 Int. from Sept. 1, 1931, due date,	\$ 245.66 <u>8.72</u>	254.38
7.	H. F. Callahan	note of John W. Perry dated July 20, 1931 Int. from Oct. 20, 1931, due date,	\$ 400.00 <u>10.93</u>	410.93
8.	Garter & Yates,	note of John W. Perry dated Oct. 15, 1931 Int. from Oct. 15, 1931, per note,	\$ 623.14 <u>17.45</u>	640.59
9.	Clayton Wright - Z. R. Collins, trading as Wright & Collins,	note of John W. Perry, due Jan. 1, 1932 Int. from due date to Jan. 26, 1932 Judgment of Jan. 26, 1932 5% attys. comms. in judg. Int. on \$540.00 from Jan. 26, 1932 Judgment was recovered on this note and copy of Judgment filed as claim	\$ 540.00 <u>2.34</u> \$ 542.34 <u>27.12</u> \$ 569.46 <u>6.12</u>	575.58
10.	Wright Motor Co.,	account Int. from Mar. 24, 1932	\$ 33.90 <u>.06</u>	33.96
11.	E.S. Adkins & Co.	account Int. from Feb. 12, 1932	\$ 65.93 <u>.60</u>	66.53
12.	E. S. Valliant & Son	note of John W. Perry dated Aug. 1, 1931 Int. from Mar. 1, 1932, due date	\$ 342.75 <u>1.88</u>	344.63
13.	McKenney & Price,	account Int. from March 31, 1932	\$ 24.02 <u>.02</u>	24.04
14.	Wm. H. Fisher	account Int. from Feb. 9, 1932	\$ 18.50 <u>.17</u>	18.67
15.	Tho-Car Oil Co.	account Int. from July 19, 1931	\$ 197.08 <u>8.37</u>	205.45
16.	Centreville National Bank of Md.	note of John W. Perry and Louise McF. Perry, note due Feb. 1, 1932 Int. from due date to Feb. 3, 1932 Judgment gotten for Atty's. commissions Int. from Feb. 3, 1932 on \$800.00 Judgment was recovered on above note and copy of judgment filed as claim	\$ 800.00 <u>.27</u> \$ 800.27 <u>40.00</u> <u>8.01</u>	848.28

17.	Centreville National Bank of Md.	note of Fred Smith endorsed on back by John W. Perry, Int. from due date 11/27/31 to 2/3/32 Judgment gotten for Atty's. commissions Int. on \$400.00 from 2/3/32 Judgment was recovered on this note and copy of judgment filed as claim.	\$ 400.00 <u>4.40</u> \$ 404.40 20.22 <u>4.01</u>	428.63
18.	Centreville National Bank of Md.	note of John W. Perry and Louise McF. Perry date July 8, 1931 Int. from Jan. 8, 1932, due date, to Feb. 3, 1932 commissions Int. from Feb. 3, 1932 on \$1000.00 Cr. per affidavit Judgment recovered on above note and copy of judgment filed as claim.	\$1,000.00 <u>4.16</u> \$1,004.16 50.21 <u>10.16</u> \$1,064.53 <u>427.00</u>	637.53
19.	The Centreville National Bank of Md.	note of W. C. Orrell endorsed on back by John W. Perry, Int. from 11/17/31 to 2/3/32 Atty's commissions Int. 2/3/32 on \$255.00 Judgment recovered on this note and copy of judgment filed as claim.	\$ 255.00 <u>3.18</u> \$ 258.18 12.90 <u>2.56</u>	273.64
20.	The Centreville National Bank of Md.	note of Louise McF. Perry endorsed on back by John W. Perry, Int. from 10/28/31 to 2/3/32 Atty's commissions Int. from 2/3/32 on \$564.62 Judgment was recovered on this note and copy of same filed as claim.	564.62 <u>8.93</u> \$573.55 28.66 \$602.21 <u>5.66</u>	607.87
21.	The Centreville National Bank of Md.	note of Louise Perry endorsed on back by John W. Perry, dated August 12, 1931 Int. from 2/12/32	\$400.00 <u>3.46</u>	403.46
22.	The Centreville National Bank of Md.	note of Louise Perry endorsed on back by John W. Perry dated Sept. 1, 1931 Int. from Mar. 1, 1931, due date, to 4/4/32	\$500.00 <u>2.51</u>	502.51
23.	The Centreville National Bank of Md.	note of John W. Perry and Louise Perry dated Aug. 13, 1931 Int. from 2/13/32, due date, to 4/4/32	\$1000.00 <u>5.50</u>	1,005.50
24.	The Centreville National Bank of Md.	note of John W. Perry and Louise Perry dated Sept. 15, 1931 due Mar. 5, 1932 Credit Life Insurance as of 2/25/32 Int. from Mar. 5/32	\$3090.10 <u>1493.90</u> \$1596.20 <u>5.05</u>	1,601.25
Total Amount of Claims				\$9,866.72

MADISON BROWN,
auditor.

Cause No. 2896.

The proceeds of the trust estate of Louise McF. Perry arising under the Deed of Trust made by her dated February 15, 1932 and filed in this Cause, in account with S. Scott Beck, the trustee of said trust estate under said Deed of Trust.

1932
Apr.
4

CR.

By amount of the gross sale of her goods and chattels, being the property passing under said deed, as follows:
The amount of the sale of her household and kitchen furniture \$ 464.00
Note: Being the property mentioned in the report of sale of the trustee filed as sold to Mrs. Kibler.

The amount of sale of her chickens (also sold Mrs. Kibler per trustee's report) 45.00

Total amount of the proceeds of said trust estate . . \$ 509.00

" "

DR.

To S. Scott Beck for the trustee's commissions of 10% on \$509.00 per terms of the Deed of Trust, the sum of \$ 50.90

To do., for the costs set out below in Case No. 80 of the Insolvent Docket of the Circuit Court for Queen Anne's County of The Centreville National Bank -vs- Louise McF. Perry (per statement of Court Clerk) not yet paid,
Plaintiff's appearance fee . . \$5.00
Clerk's costs 9.10
Defendant's appearance fee . . 5.00 19.10

To do., for the cost of advertising March 17, 1932 in The Centreville Record notice to creditors, election of trustee etc., in the Insolvent Case No. 80 above mentioned per account for same herewith exhibited, the sum of 24.00

To do., for the cost of advertising the order nisi to be passed as to this audit 3.50

To do., for that part of the joint costs of both trust estates (that of John W. Perry and Louise McF. Perry) created by the Deed of Trust, which is chargeable by apportionment to the trust estate of Louise McF. Perry, to wit: 11.45
These costs are set out on Page of this audit.

To amounts carried forward \$108.95 \$ 509.00

Cause No. 2896.

The proceeds of the trust Estate of Louise McF. Perry arising under the Deed of Trust made by her dated February 15, 1932 and filed in this Cause, in account with S. Scott Beck, the trustee of said trust estate under said Deed of Trust.

1932
Apr.
4

DR. CR.

By amounts brought forward \$108.95 \$ 509.00

DR.

To Louise McF. Perry for the amount of the exemption claimed or retained by her by her Deed of Trust, the sum of 100.00

To Madison Brown, auditor, for stating this account, the sum of 18.00

\$226.95

To balance carried to the next account for distribution among the creditors of Louise McF. Perry, the sum of 282.05

\$509.00 \$ 509.00

MADISON BROWN,
Auditor.

Cause No. 2896.

Distribution Among the Creditors of Louise McF. Perry.

No. of Claim	Name of Creditor	Amount of Claim	Amount herein Distributed
1.	Centreville National Bank, on claim of	\$ 848.28	sum of \$ 42.67
2.	Centreville National Bank, on claim of	637.53	sum of 32.07
3.	Centreville National Bank, on claim of	607.87	sum of 30.58
4.	Centreville National Bank, on claim of	403.46	sum of 20.30
5.	Centreville National Bank, on claim of	502.51	sum of 25.28
6.	Centreville National Bank, on claim of	1,005.50	sum of 50.59
7.	Centreville National Bank, on claim of	1,601.25	sum of 80.56

Total Amount of Claims \$5,606.40
Total Amount Distributed among the creditors \$ 282.05

CR.

By Amount brought forward for distribution among the creditors of Louise McF. Perry \$ 282.05

MADISON BROWN
Auditor.

Cause No. 2896.

A Statement of the Claims filed in Cause No. 2896 by the creditors of Louise McF. Perry against the trust estate of Louise McF. Perry created by the Deed of Trust filed in Cause No. 2896.

Interest on the claims mentioned below is brought by the Auditor to the 4th day of April, 1932, the date of the sale of the personal estate of Louise McF. Perry by S. Scott Beck, trustee.

No. of Claim	Holder of Claim	Amount	
1.	Centreville National Bank of Maryland	note of John W. Perry and Louise McF. Perry, note due Feb. 1, 1932 Int. from due date to Feb. 3, 1932 Judgment gotten for Atty's commissions Int. from Feb. 3, 1932 on \$800.00 Judgment was recovered on above note and copy of judgment filed as claim. This claim is same as No. 16 against estate of John W. Perry.	\$ 800.00 <u>8.01</u> \$ 848.28
2.	Centreville National Bank of Maryland,	note of John W. Perry and Louise McF. Perry date July 8, 1931 Int. from Jan. 8, 1932, due date, to Feb. 3, 1932 commissions Int. from Feb. 3, 1932 on \$1000.00 Cr. per affidavit Judgment recovered on above note and copy of judgment filed as claim. This claim is ame as No. 18 against estate of John W. Perry.	\$1,000.00 <u>4.16</u> \$1,004.16 50.21 <u>10.16</u> \$1,064.53 <u>427.00</u> 637.53
3.	Centreville National Bank of Maryland,	note of Louise McF. Perry endorsed on back by John W. Perry, Int. from 10/28/31 to 2/3/32 Atty's commissions Int. from 2/3/32 on \$564.62 Judgment was recovered on this note and copy of same filed as claim. This claim is same as No. 20 against estate of John W. Perry.	\$ 564.62 <u>8.93</u> \$ 573.55 28.66 \$ 602.21 <u>5.66</u> 607.87

<u>No. of Claim</u>	<u>Holder of Claim</u>			
4.	The Centreville National Bank of Maryland	note of Louise Perry endorsed on back by John W. Perry, dated August 12, 1931 Int. from 2/12/32	\$ 400.00	
	This claim is same as No. 21 against estate of John W. Perry.		<u>3.46</u>	\$ 403.46
5.	The Centreville National Bank of Maryland	note of Louise Perry endorsed on back by John W. Perry dated Sept. 1, 1931 Int. from Mar. 1, 1931, due date, to 4/4/32	\$ 500.00	
	This claim is same as No. 22 against estate of John W. Perry.		<u>2.51</u>	502.51
6.	The Centreville National Bank of Maryland	note of John W. Perry and Louise Perry dated Aug. 13, 1931 Int. from 2/13/32, due date, to 4/4/32	\$1000.00	
	This claim is same as No. 23 against estate of John W. Perry.		<u>5.50</u>	\$1,005.50
7.	The Centreville National Bank of Maryland	note of John W. Perry and Louise Perry dated Sept. 15, 1931 due Mar. 5, 1932 Credit Life Insurance as of 2/25/32	\$3090.10	
	This claim is same as No. 24 against estate of John W. Perry.	Int. from Mar. 5, 1932	<u>1493.90</u> <u>\$1596.20</u> <u>5.00</u>	1,601.25
	Total Amount of Claims			<u>\$5,606.40</u>

Cause No. 2896.

Statement of those costs of this cause which are chargeable to the two trust estates created by the Deed of Trust filed in this cause, to wit:
The trust estate of John W. Perry, and
The trust estate of Louise McF. Perry,

costs of advertising notice to creditors, Feb. 25, 1932 in Centreville Record, paid per bill, March 19, 1932	\$ 5.00
cost of advertising sale, of personal property, in Centreville Observer	8.75
in Centreville Record	18.00
in Caroline Sun.	5.00
cost of advertising order nisi on sale, in Centreville Observer	5.00
cost of clerks at sale of personal property, J. W. Keith,	5.00
W. L. Holton	15.00
M. B. Bordley	10.00
cost of auctioneer at this sale.	44.92
cost of Notary fee for affidavit to report of personal property sale . . . . .	.25
Clerk's cost	<u>30.25</u>
	\$147.17

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

In the Matter of the Trust)
 Estate of)
 JOHN W. PERRY)

Cause No. 2896.

John W. Perry, as tenant of
 the persons hereinafter
 mentioned as landlords,

to

Ella Perry Skinner,
 Macey Perry Beck,
 Bessie Perry Kibler,
 Frances Perry Metcalfe,
 Isabel Perry Wilmer,
 hereinafter called landlords,
 use of S. Scott Beck.

DR.

Money Rent Growing Out of Taxes

1930
 Dec. 31 To amount of money rent due this date
 and which became in arrears in payment
 on January 1, 1931 by said tenant to said
 landlords for the interest and estate of
 said landlords in the farm called "Spring
 Gardens" rented or leased by said landlords
 to said tenant for year 1930 under the con-
 tract hereinafter set forth,
 to wit: the sum of \$241.36
 To interest which became due thereon
 under said contract 54.38 \$295.74

1931
 Dec. 31 To amount of money rent due this date
 and which became in arrears in pay-
 ment on January 1, 1932 by said tenant
 to said landlords for the interest and
 estate of said landlords in the farm call-
 ed "Spring Gardens" rented or leased by said
 landlords to said tenant for year 1931 under
 the contract hereinafter set forth, to wit:
 the sum of \$241.36
 To interest which became due
 thereon under said contract 39.87 281.23
 \$576.97

Money Rent Growing Out of
 Costs of Fire Insurance

1931
 Dec. 12 To amount of money rent due this date by said
 tenant to said landlords for the interest
 and estate of said landlords in the same
 land due under the contract hereinafter men-
 tioned 25.45

Notes of Explanation:-

The entire amount of taxes, state and county, on said farm
 for year 1930 was \$289.64
 Interest due thereon 65.25 \$354.89

The entire amount of taxes, state and county,
 on said farm for year 1931 was \$289.64
 Interest due thereon 47.86 337.50

Total amount paid by S. Scott Beck to Treasurer \$692.39

Due by the tenant in his own right:

1930 taxes \$48.27
 Interest 10.89 \$59.16

1931 taxes \$48.29
 Interest 7.98 56.27

1/6 of taxes and interest \$115.43
 Brought forward 295.74
 Brought forward 281.23
 \$692.40

Statement of the Contract of Rental Mentioned Above.

The farm called "Spring Gardens" is located near Centreville, Maryland, on the road from Centreville to Ruthsburg and is also known as the "Addie M. Perry Farm". Prior to the year 1930, during the year 1930 and during the year 1931 this farm was owned by said landlords and by said tenant John W. Perry as tenants in coparcenary. The interest therein of the said landlords being five-sixths of the entire part and that of said tenant being one-sixth of the entire part.

Prior to the year 1930 the said landlords entered into a verbal agreement with the tenant by which they agreed to lease unto him their estates in said farm in consideration that he pay as rent five-sixths of all state and county taxes and that he would pay five-sixths of the costs of the fire insurance on the improvements on said property and the said tenant agreed to rent said land and to pay therefor as rent the taxes and costs of insurance above mentioned. The said tenant prior to January 1, 1930 entered into possession of the estates of the landlords in the farm as their tenant and occupied the same during the year 1930 and 1931 under the contract above mentioned; that the state and county taxes levied upon said farm for year 1930 fell due December 31, 1930 and became in arrears on January 1, 1931 and the state and county taxes levied upon said farm for the year 1931 fell due December 31, 1931 and became in arrears on January 1, 1932; that the said tenant did not pay any part of said state and county taxes and the same were paid by S. Scott Beck, trustee as hereinafter mentioned; that on December 12, 1931 the tenant procured insurance against loss by fire on the improvements on said property and that part thereof chargeable to the said landlords was the sum of \$25.45; that said tenant did not pay the said sum of \$25.45 and the same was paid by S. Scott Beck, trustee as hereinafter set forth; that by reason of the fact the said tenant did not pay the state and county taxes mentioned for year 1930 he became due and owing unto said landlords on December 13, 1930 a money rent for the use of said land equal to five-sixths of the entire taxes or a money rent equal to the sum of \$241.36 and this money rent became in arrear on January 1, 1931; that by reason of the fact the said tenant did not pay the state and county taxes mentioned for year 1931 he became due and owing unto said landlords on December 31, 1931 a money rent for the use of said land equal to five-sixths of the entire taxes or a money rent equal to the sum of \$241.36 and this money rent became in arrears on January 1, 1932; that because the said tenant did not pay that part of the fire insurance which he procured on December 12, 1931 of \$25.45 on December 12, 1931 he became due and owing on that date unto said landlords a money rent equal to the sum of \$254.45 which became in arrears on December 13, 1931; that on or about the 15th day of February, 1932, the said tenant made a Deed of Trust of all of his property, real and personal, to S. Scott Beck in trust for the benefit of his creditors; that said Deed of Trust bears date February 15, 1932 and was duly recorded among the land record books of Queen Anne's County; that on the date this Deed of Trust was made and accepted no part of the money rents above mentioned had been paid and the same were due and in arrears; that there passed unto said trustee under said Deed of Trust goods and chattels of large value and which were sold by the trustee under said Deed of Trust on April 4, 1932 for more than \$3000.00; that these goods and chattels on the date of said Deed of Trust were located on the farm called "Spring Gardens" and remained located thereon until the day the same were sold by S. Scott Beck, trustee, under the Deed of Trust, that is to say, until April 4, 1932; that on the date said Deed of Trust was delivered and from that time until April 4, 1932 said landlords had a legal right to distrain upon said goods and chattels in the hands of said trustee for the payment of the money rents above mentioned except as the right was changed by the agreement between the landlords and the trustee hereinafter mentioned; that on February 15, 1932 or shortly thereafter the said trustee agreed with the said landlords that if they, the said landlords, did not exercise their right or distraint against the goods and chattels of the tenant mentioned above that he, the said trustee, would pay out of the proceeds of the sale of said goods and chattels five-sixths of the state and county taxes of the year 1930 levied as aforesaid against said land and chargeable to the landlords and all interest thereon and that he would pay five-sixths of the state and county taxes for the year 1931 chargeable as aforesaid to the landlords and all interest thereon and that he would pay the costs of the fire insurance mentioned above, to wit: \$25.45 which had not been paid up to that date; the said landlords accepted the proposition of the said trustee and did not exercise their right of distraint and permitted him to sell the goods and chattels which would be subject to such distraint as said trustee, which he did on April 4, 1932, for a sum of money far greater than necessary to pay the taxes and insurance mentioned above; that pursuant to said agreement the said trustee paid unto the Tax Collector of Queen Anne's County the taxes due by said landlords for the year 1930 amounting to \$241.36 and paid the interest which was due thereon at the time of said payment of \$54.38 making a total so paid of \$295.74 the amount mentioned in the above statement; that pursuant to said agreement the said trustee paid unto the Tax Collector of Queen Anne's County the taxes due by said landlords for the year 1931 amounting to \$241.36 and paid the interest which was due thereon at the time of said payment of \$39.87 making a total so paid of \$281.23, the amount mentioned in the above statement; that pursuant to said agreement he paid the costs of insurance mentioned above, \$25.45; that as the trustee has, as above set forth, paid the money rents due by said tenant to them above set forth out of the proceeds of the sale of the goods and chattels of said tenant they are advised that he is entitled to be allowed out of the proceeds of the trust estate of the said John W. Perry the amount so paid and to aid him in the matter they make this statement.

ELLA PERRY SKINNER (SEAL)
 MACKEY PERRY BECK (SEAL)
 BESSIE PERRY KIBLER (SEAL)
 FRANCES PERRY METCALFE (SEAL)
 ISABEL PERRY WILMER (SEAL)

S. SCOTT BECK (SEAL)
 Trustee.

Filed April 1st, 1939.

Acknowledgements of the foregoing Contract of Rental are recorded immediately following the Orders of Court finally ratifying the Audit.

NISI RATIFICATION OF AUDIT

In the matter of the Trust
Estate of
Louise McF. Perry

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

) CASE No. 3896.

ORDERED, This first day of March in the year nineteen hundred and thirty nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th. day of March, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 17th. day of March, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed March, 1, 1939.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust
Estate of John W. Perry

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

) CASE No. 2896.

ORDERED, This 1st day of March in the year nineteen hundred and 39 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of March, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of March, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed March 1st, 1939.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed March 27, 1939.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate of LOUISE McF. PERRY

In the Circuit Court for Queen Anne's County, in Equity. CASE NO. 2896.

ORDERED, This first day of March in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of March, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of March, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk

True Copy-
Test: A. SYDNEY GADD, JR., Clerk

Filed March 1, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 27th, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the matter of the trust estate of Louise McF. Perry 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 2d. day of March, 1939, being more than two weeks before the 17th day of March 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed March 27, 1939.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate of JOHN W. PERRY

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2896.

ORDERED, This first day of March in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of March, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of March, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk

True Copy-

Test: A. SYDNEY GADD JR. Clerk

Filed March 1, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 27th, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the Matter of the Trust Estate of John W. Perry 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 2d day of March, 1939, being more than two weeks before the 17th day of March, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed May 2, 1939.

ORDER OF COURT

ORDERED on this 2nd. day of May, 1939, by the Circuit Court of Queen Anne's County, in Equity that the within and foregoing Report and Account of the Auditor in the matter of the trust estate of John W. Perry 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 March 1st, 1939 in relation to said audit and S. Scott Beck, the trustee of said trust estate, be and he is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest on the trustee's commissions and the claims of the creditors of the said John W. Perry as it has been or may be received on the credit sales of the property of John W. Perry.

Filed May 2, 1939.

J. OWENS KNOTTS
JUDGE

ORDER OF COURT
Filed May 2, 1939.

ORDER OF COURT

ORDERED, on this 2nd. day of May, 1939, by the Circuit Court for Queen Anne's County, in Equity that the within and foregoing Report and Account of the Auditor in the matter of the trust estate of Louise McF. Perry 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 March 1st, 1939, in relation to said audit and S. Scott Beck, the trustee of said trust estate, be and he is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest on the trustee's commissions and the claims of the creditors of the said Louise McF. Perry as it has been or may be received on the credit sales of the property of Louise McF. Perry.

J. OWEN KNOTTS
Judge.

Filed May 2, 1939.

The following are the acknowledgements of the Contract of Rental.

STATE OF MARYLAND,)
) TO WIT:
KENT COUNTY,)

I hereby certify that on this 13th day of February, 1939, before me, the subscriber a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Mackey P. Beck, Bessie P. Kibler, Frances P. Metcalfe and Isabel P. Wilmer, and S. Scott Beck, Trustee of John W. and Louise McF. Perry, and in my presence they subscribed the foregoing statement and each made oath in due form of law that the matters and things set forth in the foregoing Statement are true as therein stated to the best of their knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

ALICE R. SMITH
Notary Public.

Notary
Public
Seal.

STATE OF NEW YORK, WESTCHESTER COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of February, 1939, before me, the subscriber, a Notary Public of the State of New York, in and for the County of Westchester aforesaid, personally appeared ELLA P. SKINNER and in my presence subscribed the foregoing statement and made oath in due form of law that the matters and things set forth in the foregoing statement are true as therein stated to the best of her knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal the day and year above written:

HILDA E. KOTHE
Notary Public.

HILDA E. KOTHE
Notary Public, Westchester County
Commission Expires March 30, 1939.

Notary
Public
Seal.

filed March 1st, 1939.

CHANCERY CAUSE No. 3233

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

MADISON BROWN, Assignee of FEDERAL FARM MORTGAGE CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR QUEEN
	:	ANNE'S COUNTY, MARYLAND SITTING
vs.	:	IN EQUITY
PROVIDENCE H. RICHARDSON, widow,	:	
	:	NO. CHANCERY

Mr. Clerk:

Please docket suit in the above entitled cause, file mortgage and assignment thereof as Exhibits "A" and "B" respectively, and enter appearance of Thomas M. Harrington and Madison Brown, as Solicitors for the Assignee. Exhibit A is a certified copy of a mortgage from the defendant, Providence H. Richardson, to the Land Bank Commissioner dated July 9, 1934, and recorded in Land Record Book in your office, B. H. T., Number 18, in folio 109. Exhibit B is a certified copy of the assignment of said mortgage by the Federal Farm Mortgage Corporation to Madison Brown.

THOMAS M. HARRINGTON

MADISON BROWN

Solicitors for Assignee

Filed Jan. 13, 1940.

EXHIBIT A.
CERTIFIED COPY OF MORTGAGE
Filed Jan. 13, 1940.

.....
#16,670. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on the Twenty Fourth day of July, 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 NINTH day of JULY in the year nineteen hundred and THIRTH-FOUR, by and between PROVIDENCE H. RICHARDSON, a widow, of the County of QUEEN ANNE'S, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "hé", "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 \$1000.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated July 2, 1934 for said principal sum of \$1000.00, 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 JANUARY and JULY in each year, said principal sum being payable on an amortization plan and in NINETEEN equal successive semi-annual instalments of \$50.00 each, the first such instalment being payable on the FIRST day of JANUARY, 1938, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of \$50.00 payable on the FIRST day of JULY, 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 THAT CERTAIN of land situate in the Sixth Election District, Queen Anne's County, State of Maryland, containing one hundred fifty-two (152) acres and thirty-five (35) perches, more or less, and more particularly described in a mortgage from Providence H. Richardson, widow, to The Federal Land Bank of Baltimore, dated July 9, 1934, and recorded among the Land Records of said county prior to the recordation of this mortgage, which description is hereby referred to and made a part hereof as though textually incorporated herein.

BEING THE SAME land which was conveyed to Joseph H. Richardson, Jr. and said Providence H. Richardson, his wife, their heirs and assigns, in fee simple, as tenants by the entireties, by deed from Nellie H. Meredith, single, dated December 12, 1922, and recorded among said records in Liber JFR #10, folio 265, Joseph H. Richardson Jr., the husband of said Providence H. Richardson, died in the year 1923 thereby vesting full fee simple title to the above land in the said Providence H. Richardson.

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 9th day of July, 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; 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 thereof; 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,

OR

lightning, /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 said policy, or policies, of insurance a New York standard mortgagee clause provided 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 indebtedness 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 amounts 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 of 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, issued 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 for, 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:

PROVIDENCE H. RICHARDSON (SEAL)

FRANCES BUTLER

STATE OF MARYLAND,

QUEEN ANNE'S County, to wit:

I hereby certify that on this twenty fourth day of July, 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 PROVIDENCE H. RICHARDSON, a widow and acknowledged the foregoing mortgage to be her act; and that at the same time appeared MADISON BROWN 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.

FRANCES BUTLER
Notary Public.

Notary
Public
Seal.

My commission expires May 6, 1935.

Assigned to Madison Brown, assignee for foreclosure and collection by deed of assignment recorded in Liber A. S. G. Jr. No. 2, folio 246, a Land Record Book for Queen Anne's County.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 18, folios 109, 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 Thirteenth day of January, in the year nineteen hundred and forty.

Seal's Place.

A. SYDNEY GADD JR. Clerk

EXHIBIT B
CERTIFIED COPY OF
DEED OF ASSIGNMENT
Filed Jan. 13, 1940.

.....
#19,776. QUEEN ANNE'S COUNTY, T O
W I T: Be it remembered that on the Thirteenth day of January, in the year Nineteen Hundred and Forty, the following Assignment of Mortgage was brought to be recorded, to wit:-

THIS ASSIGNMENT OF MORTGAGE, made this 15th day of November, 1939, 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 July 9, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 18, Folio 109, Providence H. Richardson, widow, 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 that certain tract of land situate in the Sixth Election District, County and State aforesaid, containing 152 acres, more or less, to secure the payment of a debt for the sum of \$1000.00.

WHEREAS, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the provisions of the Emergency Farm Mortgage Act of 1933, as amended, (U.S.C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of A. S. Goss, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

WHEREAS, the said Providence H. Richardson, widow, has defaulted under the terms and conditions of the said mortgage, and the said 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 the said Federal Farm Mortgage Corporation, a body corporate, doth grant and assign unto the said Madison Brown, Assignee Assignee for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by the said Providence H. Richardson, widow, 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.

FEDERAL FARM MORTGAGE CORPORATION,
a body corporate,

by LUTHER E. ROGERS
Vice President.
Luther E. Rogers

Corporate Seal.

ATTEST:

L. R. RITCHIE
Assistant Secretary
L. R. Ritchie

STATE OF MARYLAND SS

CITY OF BALTIMORE

I hereby certify that on this 20th day of November, 1939, 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 foregoing 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.

NELLIE EISINGER
Notary Public.

My commission expires May 4, 1941.

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber A. S. G. Jr. No. 2, folio 246, 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 13th day of January, in the year nineteen hundred and forty.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

CERTIFIED COPY OF BOND
Filed March 27, 1940.

Queen Anne's County, to wit: Be it remembered that on the twenty seventh day of March in the year Nineteen Hundred and forty 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, in the State of Maryland and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York with due authority to become the sole surety on bonds of trustees, are held and firmly bound unto the State of Maryland in the full sum of One Thousand dollars, lawful money of the United States of America to be paid to the said State of Maryland or to its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this twenty seventh day of March in the year nineteen hundred and forty. Whereas by a mortgage bearing date July 9th, 1934, and duly recorded among the land record books of said County in Liber B. H. T. No. 18 on folio 109, one Providence H. Richardson did grant and convey certain land in said mortgage described unto the Land Bank Commissioner 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)" to secure unto said Commissioner the payment of the said debt in said mortgage mentioned according to the terms and conditions of the note described in said mortgage for said debt. Whereas said mortgage and said note pursuant to the provisions of the above mentioned Act as amended (V.S.C. Title 12 Sections 1016-1019) became vested in and property of the Federal Farm Mortgage Corporation, a body corporate.

Whereas the said Providence H. Richardson has defaulted under the terms and conditions of said mortgage by reason of the non payment of certain instalments of said mortgage debt when due as well as by reason of certain other covenants and conditions of said Mortgage and the said Federal Farm Mortgage Corporation electing to avail itself of the remedies provided in such cases by the said mortgage did assign the same to the said Madison Brown for the purpose of foreclosure and collection by a Deed and Assignment bearing date November 15th, 1939, now duly recorded among the Land Record Books of said County in Liber A. S. G. Jr. No. 2, folios 246 etc. Whereas the said Madison Brown as such assignee is about to sell the mortgaged property property under the power of sale conferred upon him by said mortgage because of the defaults mentioned.

Now the condition of the above obligation is such that if the above bound 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.

Signed, sealed and delivered in the presence of DELHA D. ROLPH
Delha D. Rolph

MADISON BROWN (SEAL)
Madison Brown

AMERICAN SURETY COMPANY OF NEW YORK

Corporate by MADISON BROWN, Its Attorney
Seals in Fact.
Place.

At the foot of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond filed March 27-1940.

A. Sydney Gadd, Jr. Clerk

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 152 &c., a Bond Record Book for Queen Anne's County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 27th day of March 1940.

Seal's Place.

A. SYDNEY GADD JR. Clerk

STATEMENT OF MORTGAGE CLAIM
Filed April 6, 1940.

MADISON BROWN, Assignee of
FEDERAL FARM MORTGAGE
CORPORATION, a body corporate,

vs.

PROVIDENCE H. RICHARDSON,
widow,

: IN THE CIRCUIT COURT FOR
: QUEEN ANNE'S COUNTY, MARYLAND
: SITTING IN EQUITY
:
: No. 3233 CHANCERY
:

STATEMENT OF MORTGAGE CLAIM of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned by it and executed by Providence H. Richardson, dated July 9, 1934 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 18, folio 109:

Unpaid balance as of 4/16/38.....	\$950.00
Interest @ 4% to 9/22/39.....	54.47
Interest on principal items @ 5% to 4/2/40	25.20
Taxes paid 3/5/40.....	57.39
Interest @ 5% to 4/2/40.....	.22

Total as of 4/2/40 \$1,087.28

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:-

I hereby certify that on this 28th day of March, 1940, before me, the subscriber, a Notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of The Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-fact of said Federal Farm Mortgage Corporation under Power of Attorney dated June 28, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber W. H. C. 7-A, folio 596, and made oath in due form of law that the foregoing 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, other than above noted.

AS WITNESS, my hand and notarial seal the day and year first above written.

NELLIE EISINGER
Notary Public

My commission expires May 5, 1941

Notary
Public
Seal.

Filed April 6, 1940

REPORT OF SALE
Filed April 16, 1940

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

Madison Brown, assignee of)	
Federal Farm Mortgage Corporation,)	
a body corporate,	)	Chancery Docket
versus)	
Providence H. Richardson,)	
mortgagor.	)	Cause No. 3233.
)	

To the Honorable, the Judges of said Court:-

The report of Madison Brown, the plaintiff named in the above cause who will hereinafter call himself "Vendor", unto Your Honors respectfully sets forth:-

1. That on or about the ^{9th} ~~14th~~ day of July, 1934 Providence H. Richardson, the defendant, by a mortgage bearing date above mentioned, conveyed certain land in said mortgage described (which land is hereinafter called "the mortgaged land") unto the Land Bank Commissioner to secure the payment of the debt herein specified and certain interest to be paid thereon as set forth in said mortgage; this mortgage was duly recorded among the land record books of said county in Liber B. H. T. No. ¹⁸ ~~16~~, on folio ¹⁰⁹ ~~117~~, and will be hereinafter referred to as "the Land Bank Commissioner's Mortgage." A certified copy of this mortgage has been filed in these proceedings and is endorsed "Exhibit A".
2. That the mortgage above described was made subject to a prior mortgage dated 9th day of July, 1934, from the said Providence H. Richardson to the Federal Land Bank of Baltimore then a valid lien on the same mortgaged property duly recorded, which mortgage is hereinafter called "the Land Bank Mortgage".
3. That the said "Land Bank Commissioner's Mortgage" above mentioned, and the note secured thereby became vested by Acts of Congress in the Federal Farm Mortgage Corporation, a body corporate, and this body corporate by deed of assignment dated November 15, 1939 duly recorded among the land records of said county assigned said mortgage unto your vendor for purpose of foreclosure and collection because the mortgagor had defaulted in the terms and conditions of said mortgage; see certified copy of said Deed of Assignment, endorsed with the words "Exhibit B" filed among the papers of this cause.
4. That as will appear by reference to Exhibit A aforesaid the Land Bank Commissioner's Mortgage contained a power of sale of the mortgaged property to be exercised by the mortgage or its assigns in case default should be made by the mortgagor in her covenants contained in the mortgage.
5. That prior to the time of the filing of the bond hereinafter mentioned default had occurred in the terms of the mortgage called "The Land Bank Commissioner's Mortgage" by reason of the non-payment of certain instalments of the mortgage debt at the time named in said mortgage for the payment of the same as well as by non-payment when due of the state and county taxes levied on the mortgaged property for the year 1939.
6. That prior to the day of sale hereinafter mentioned your vendor gave more than twenty days previous notice of the sale hereinafter mentioned by advertisement of the notice of the said sale once a week for three successive weeks in the Queen Anne's Record Observer, a weekly newspaper published in Queen Anne's County aforesaid; as will appear from reference to a copy of said advertisement bearing the certificate of the publisher's of said newspaper which is attached to this report as part thereof.
7. That prior to the day of sale hereinafter mentioned your vendor filed with the Clerk of this Court, a bond to the State of Maryland executed by himself and the American Surety Company of New York- (a corporation) in the penal sum of one thousand dollars containing the condition required by the law of Maryland relative to the fore-

closure of the mortgage above mentioned. This bond was accepted and approved by the Clerk and a copy thereof is now filed among the papers of this cause.

8. That pursuant to said note of sale this vendor did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland at 2 o'clock P. M., April 2nd., 1940, with J. E. Anthony, his auctioneer, who announced to the public that the vendor would proceed to make the sale advertised to take place at said place at this hour.

9. Your vendor first read the advertisement of sale and announced the property described would be sold subject to the advertised terms and subject to the mortgage from Providence H. Richardson to the Federal Land Bank which was a prior lien to the mortgage under which the sale was advertised to be made, and that the amount due by the Federal Land Bank Mortgage was as follows:-

Unpaid balance thereof as of October 16, 1939	\$ 1,673.86
Interest at 3 1/2% from October 16, 1939 to April 2, 1940,	27.18
Delinquencies in the <u>the</u> mortgage upt to April 2, 1940	<u>180.33</u>
Total due as of April 2, 1940 to holder of Federal Land Bank Mortgage	\$ 1,881.37

10. Your vendor read aloud to the public assembled at the sale two statements showing indebtedness of Providence H. Richardson to the Federal Land Bank of Baltimore, and explained the same. Both these statements marked "Exhibit D" and "Exhibit E" respectively, are attached to this report as part thereof.

11. That your vendor (through the medium of his auctioneer) offered the mortgaged land as advertised to be sold at public sale to the highest bidder and he then and there sold the same to the Federal Farm Mortgage Corporation, a corporation then and there the highest bidder therefor at and for the sum of five hundred dollars. The purchaser has not yet complied with the terms of the sale.

12. The land so sold is that which is described in said advertisement of sale.

Which is respectfully submitted.

MADISON BROWN
Assignee, vendor.

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

I hereby certify that on this 16th day of April, 1940, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, ~~éveve~~ assignee and vendor, above named and he did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth and that said sale was fairly made.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen
Anne's County.

Filed April 16, 1940

EXHIBIT C.
Filed April 16, 1940

C. C. Seymour 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 Providence H. Richardson, widow, to the Land Bank Commissioners, dated July 9, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 18, folio 109, 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, APRIL 2, 1940 at 2:00 o'clock P. M.

All that farm containing 152 acres, more or less, situate in the Sixth Election District of Queen Anne's County, Maryland, on a road about 1/4 mile from the road leading from Ruthsburg in Queen Anne's County to Hillsboro in Carcoline County, about four miles north of Queen Anne. BEING ALL and the same property which was conveyed to Joseph H. Richardson, Jr. and said Providence H. Richardson, his wife, as tenants by the entirities, by deed from Nellie H. Meredith, single, dated December 12, 1922, and recorded among the aforesaid Records in Liber J. F. R. No. 10, folio 265; the said Joseph H. Richardson,

Jr., having died in the year 1923, thereby vesting full fee simple title in the above land in the said Providence H. Richardson. BEING ALSO all and the same property covered by the mortgage first herein mentioned, to which deed and mortgage reference is hereby made for a more particular description of this land.

This farm is suitable for cultivation with crops raised in this County and locality. There are 122 acres suitable for cultivation and the balance woodland. The property is improved by a nine room frame dwelling, barn, and other outbuildings.

The property will be sold subject to the legal operation and effect of a prior mortgage, to the Federal Land Bank of Baltimore; the terms thereof and the balance due thereon will be announced at the time and place of sale.

TERMS OF SALE.

\$400.00 cash at the 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.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 4, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the annexed and attached Advertisement of Sale in the case of Madison Brown, Assignee of Mortgage and Providence H. Richardson 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 three successive weeks the first publication thereof having been made in said newspaper on the 7th day of March 1940, being more than three successive weeks before the 2nd day of April 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

Exhibit C.

EXHIBIT D
Filed April 16, 1940

PAID IN FULL STATEMENT

Providence H. Richardson,
Queen Anne's County, Md.

TO

THE FEDERAL LAND BANK OF BALTIMORE, DR.

FLB- 36997

Unpaid balance as of 10/16/39	\$1,673.86
Interest @ 3½% from 10/16/39 to 4/2/40.....	27.18
Delinquencies - see attached sheet.....	180.33

Total \$1,881.37

Interest at \$.187 per day from 4/3/40.

Exhibit D

Filed April 16, 1940

EXHIBIT E
Filed April 16, 1940

DELINQUENT STATEMENT

Providence H. Richardson,
Queen Anne's County, Md.

TO

The Federal Land Bank of Baltimore, Dr.

FLB-36997

Installment due 10/16/38.....	\$38.25
Interest to 4/2/40.....	2.80
Installment due 4/16/39.....	38.31
Interest to 4/2/40.....	1.85
Installment due 10/16/39.....	38.38
Interest to 4/2/40.....	.89
Taxes paid by bank 4/6/39.....	50.49
Interest to 4/2/40.....	2.50
Insurance premium paid by bank 8/5/39.....	6.64
Interest to 4/2/40.....	.22
Total	<u>\$180.33</u>

Interest at \$.024 per day

Date of mortgage - July 9, 1934
 Recorded - Liber B. H. T. No. 18, folio 105.
 Interest rate provided by mortgage - 5%
 Amount - \$1700.00
 Terms of payment - 71 semi-annual installments of \$51.00 each and a final installment of \$79.15, these installments cover both principal and interest.
 Present installment dates - April 16th and October 16th
 Installment due 4/16/40 in the amount of \$38.44, representing both principal and interest on the unpaid balance of \$1,673.86, at the rate of 3½%.

Note: The Land Bank loan is to be assumed by the purchaser.

The statement of delinquencies covers installments maturing up to and including October 16, 1939. That portion of accruing installment from October 16, 1939 to date of sale is not included in the above figures.

Exhibit E Filed April 16, 1940.

N I S I

Madison Brown, Assignee	)	IN THE CIRCUIT COURT
VS	)	FOR QUEEN ANNE'S COUNTY
Providence H. Richardson,	)	IN EQUITY
Mortgagor.	)	CHANCERY No. 3233

ORDERED, This 16th day of April A. D., 1940, that the sale of the real estate made and reported in this cause by Madison Brown, assignee, vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 \$500.00.

A. SYDNEY GADD JR. Clerk.

Filed April 16, 1940.

CERTIFIED COPY
 OF ORDER NISI
 Filed June 18, 1940

N I S I

Madison Brown, Assignee
 VS
 Providence H. Richardson, Mortgagor.

In the Circuit Court for Queen Anne's County In Equity Case No. 3233

ORDERED, This 16th day of April in the year nine-
 teen hundred and forty that the sale of the real estate made and reported in this
 cause by Madison Brown, assignee, vendor, be ratified and confirmed, unless cause
 to the contrary thereof be shown on or before the 17th 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 \$500.00.

A. SYDNEY GADD, Jr. Clerk.

True copy;
 Test: - A. SYDNEY GADD, Jr., Clerk
 Filed April 16th, 1940.

Queenstown, Queen Anne's County, Maryland.

June 8, 1940.

I, Michael W. Aker, the undersigned do hereby certify as follows, to wit:

1. That I am the publisher of the newspaper called Queenstown News which I pub-
 lish on Saturday of each week in Queenstown, Queen Anne's County, Maryland.
2. That the order nisi in the case of "Madison Brown, Assignee versus Providence
 H. Richardson", Cause Number 3233 in Circuit Court for Queen Anne's County in
 Equity, a true copy of which is hereunto annexed was inserted as an advertisement
 in the Queenstown News above mentioned once a week for four successive weeks be-
 fore the 20th. day of May, 1930 and in the publication of said newspaper issued on
 the following dates, to wit:
 April 20, 1940--- April 27, 1940 ---May 4, 1940, and May 11, 1940.

M. W. AKER
 Publisher of Queenstown News.

PETITION OF MADISON BROWN
 PLAINTIFF
 Filed June 18, 1940

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

Madison Brown, assignee,)	
	)	Cause
versus)	
	)	No.
Providence H. Richardson.)	
	)	3233

To the Honorable, the Judges of said Court:

The Petition of Madison Brown, plaintiff of above cause and the party who made
 the sale set forth in the Report of Sale filed in this cause unto your Honors
 respectfully sets forth:

1. That the sale which has been made by your Petitioner is set out in a Report
 of Sale filed by him in this cause on April 16, 1940.
2. That your petitioner in this report made several errors which are trivial
 and do not affect the integrity of the paper but which he desires to correct
 with the consent of the Court and these errors and the manner in which your petition-
 er desires to correct the same in the following manner, to wit:
3. That in paragraph one of said report your petitioner states the date of the
 mortgage therein mentioned to be the "14th. day of July" when in fact the true
 date of the mortgage is "July 9th." and your petitioner states that the original
 mortgage was recorded in a land record or Liber bearing the number "16" and "on
 Folio 117" when in fact the mortgage was recorded in Liber "No. 18" on "Folio
 109" (see certified copy of the mortgage filed) and your petitioner suggests that

he be allowed to correct these errors by writing in red ink in the report of sale the correct figures over the in-correct figures.

4. That in paragraph 9 of the report the figures \$188.33 appear when it is apparent that the same should be "\$180.33", and your petitioner suggests that he be allowed to correct this error by changing through red ink in the report of sale the second figure "8" to the figure "0".

5. That the affidavit to the report of sale states that "Madison Brown" made the affidavit instead of "Madison Brown, assignee and vendor" and your petitioner suggests that he be allowed to inter-line in the report of sale after the words Madison Brown "the words assignee and vendor".

Respectfully submitted.

MADISON BROWN,
Assignee and Vendor.

Filed June 18th, 1940.

ORDER OF COURT
Filed June 19, 1940

The foregoing petition has been read and considered.

It is on this 19th day of June, 1940 by the Circuit Court for Queen Anne's County in Equity and by the authority of this Court that Madison Brown, assignee and vendor and petitioner above named be and he is hereby given leave to correct in his report of sale filed in this cause the errors mentioned above as existing in said report of sale in the manner suggested by him in his said petition.

THOS. J. KEATING

Filed June 19th, 1940.

ORDER OF COURT
Filed June 19, 1940.

Order of Court

Ordered on this 19th day of June 1940 by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the sale made by Madison Brown, assignee of mortgage set forth and described in the foregoing report of sale be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order passed hereon relative to said sale, and it is further ordered that the papers and proceedings of 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 or audit between the proceeds of sale & said Madison Brown

THOS. J. KEATING

Filed June 19th, 1940.

ACCOUNT AND REPORT OF
SPECIAL AUDITOR
Filed July 6, 1940

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

Madison Brown, assignee,)	
)	
versus	)	CAUSE NO. 3233.
)	
Providence H. Richardson,)	
mortgagor.)	

To the Honorable, the judges of said Court:

The Report of Richard T. Earle, appointed as the special auditor by this Court when the sale hereof was ratified to state the within account, unto Your Honors, respectfully sets forth:

1. That before stating the within account he first took before the clerk of this Court that oath required of him as special auditor.

2. That he has stated the within account between Madison Brown as the vendor making the sale of this cause on the one hand and the proceeds of the sale made by him and herein reported by him on the other hand, and in this account he first charges the vendor with the gross amount of the sales so made by him and then by allowing thereout as follows:

Unto the said Madison Brown, vendor, the sum of \$50.00 for his compensation for making the sale, the clerk's cost of this cause, the cost of advertising notices of the sale and the several orders nisi of the cause, cost of his bond, the charges of his auctioneer and the fee of this auditor.

Unto the said Madison Brown to be paid to the Federal Farm Mortgage Corporation, the balance of the gross sale less the allowances above mentioned, said balance being the net proceeds of the sale of this cause and distributed to said mortgagee in part of its mortgage claim, for said balance is not sufficient to pay the mortgage claim in full.

The auditor has made as part of this audit an account showing the balance due to the mortgagee under the mortgage mentioned herein after the application to the amount of the claim of the balance above mentioned.

3. The vendor stated to the auditor that the \$50.00 allowed the vendor for his compensation is in lieu of all fees and commissions provided by the mortgage and as the amount is less than the vendor would be entitled to under the mortgage the auditor allowed the sum.

Respectfully submitted:

RICHARD T. EARLE
Special Auditor.

July 6th, 1940.

Filed July 6, 1940

CAUSE NO. 3233.

The proceeds of the sale of the mortgaged real estate of Providence H. Richardson, the mortgagor making the mortgage mentioned in these proceedings, IN ACCOUNT WITH Madison Brown, assignee of said mortgage, vendor thereunder making the sale reported in this cause.

1940	CR.	
April		
2	By amount of the gross sale of said mortgaged real estate, per report of sale filed herein, to wit: the sum of	\$500.00
	DR.	
1940		
April		
2	To Madison Brown, as vendor, for his compensation for making said sale in lieu of all commissions and fees (including appearance fee) provided for the vendor per terms of the mortgage, the sum of	\$ 50.00
	To do., for amount paid Queen Anne's Record-Observer Publishing Co. for costs of advertising in its news- paper notices of the sale, per receipted account for same exhibited, the sum of	33.25
	To do., for the amount paid the clerk of the court for his costs under this cause, per his bill of costs with his receipt thereon attached, exhibit- ed, to wit: the sum of	26.75
	To do., for amount paid publisher of the Queenstown News as costs of advertising in his newspaper the order nisi passed on the sale, per his receipt for same exhibited, to wit: the sum of	3.50
	To do., for the costs of the vendor's bond filed in this cause paid the corporate surety on the bond per receipt for same exhibited, to wit: sum of	10.00
	To do., for the amount paid J. E. Anthony, Auctioneer for crying the sale, for his services for so doing, per his receipt for same exhibited, the sum of	10.00

To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

To do., for amount paid Richard T. Earle, Special Auditor for stating this account, per receipt exhibited, the sum of 9.00

\$ 146.00

To Madison Brown, vendor, to be paid to Federal Farm Mortgage Corporation, mortgagee entitled to net proceeds of the sale of this cause, this balance, being the said net proceeds, to wit: sum of . . . 354.00
\$ 500.00 \$ 500.00

July 6th, 1940.

RICHARD T. EARLE Special Auditor.

Filed July 6, 1940.

CAUSE NO. 3233.

Auditor's Statement of Mortgage Debt.

Providence H. Richardson, mortgagor to Federal Farm Mortgage Corporation, Mortgagee, DR.

1940, April 2nd.

To amount due on said date, day of sale of this cause, by her to said mortgagee under mortgage from her to said mortgagee, dated July 9, 1934, (recorded in Liber B. H. T. No. 18, folio 109, Land Record Book of Queen Anne's County) per statement of mortgage debt filed, to wit: the sum of \$ 1,087.28

CR:

By amount distributed to said mortgagee on account of this mortgage debt by the preceding account of the auditor, to wit: 354.00

DR:

To balance due by mortgagor to said mortgagee which balance bears interest from April 2, 1940 \$ 733.28

July 6th 1940

RICHARD T. EARLE
Special Auditor.

Filed July 6, 1940.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee)
VS)
Providence H. Richardson, Mortgagor.)
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE No. 3233

ORDERED, This 6th. day of July in the year nineteen hundred and 40 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 3rd. day of August, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of July, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed July 6th, 1940.

CERTIFIED COPY OF ADVERTISEMENT
OF ORDER NISI ON AUDIT
Filed August 3, 1940.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee

VS.

Providence H. Richardson, Mortgagor

In the Circuit Court for Queen Anne's County In Equity Cause No. 3233

ORDERED, This 6th day of July, in the year nineteen hundred and forty 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 3rd day of August, 1940, provided a copy of this order be published once a week in each of two successive weeks before the 27th day of July, 1940, in some newspaper printed and published in Queen Anne's County, Maryland,

A. SYDNEY GADD, JR. Clerk.

True Copy:

Test- A. SYDNEY GADD JR., Clerk
Clerk of the Circuit Court for
Queen Anne's County.
Filed July 6th, 1940.

Queenstown, Queen Anne's County, Maryland. August 2, 1940.

I, Michael W. Aker, undersigned do hereby certify as follows:

That I am the publisher of a newspaper called The Queenstown News which I publish at Queenstown aforesaid and issue to the public on Friday of each week. That the Nisi Ratification of Audit in the Case of "Madison Brown, assignee, versus Providence H. Richardson, mortgagor, in Case #3233 in the Circuit Court for Queen Anne's County in Equity, a true copy of which is hereunto annexed was published as an advertisement in the Queenstown News, newspaper above mentioned once a week in each of two successive weeks before the 27th. of July, 1940, the first insertion of said advertisement was published in the edition of said newspaper issued or published on 12th day of July, 1940.

M. W. AKER

Publisher of Queenstown News.

Filed Aug. 3, 1940.

ORDER OF COURT
Filed August 6, 1940.

Order of Court:

Ordered, on this sixth day of August, 1940, by the Circuit Court for Queen Anne's County in Equity that the within and aforesaid report and account of Richard T. Earle as special auditor be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although it appears that notice has been given in accordance with the order nisi passed in this cause on July 6, 1940 in reference to said Report and Account and Madison Brown, assignee, the party making the sale of this cause be and he is hereby directed to apply the proceeds of sale in accordance with said Report and Account with a due proportion of interest received on credit sales or to be received thereon to his commissions and the mortgagee's claim.

THOS. J. KEATING

Filed August 6th, 1940.

CAUSE NO. 3229.

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

MADISON BROWN, Assignee of	:	IN THE CIRCUIT COURT FOR QUEEN
FEDERAL LAND BANK, a body corporate,	:	ANNE'S COUNTY, MARYLAND SITTING
vs.	:	IN EQUITY
HARRY CLAY FAULKNER and	:	
ANNIE RUELMA FAULKNER,	:	NO. CHANCERY
his wife,	:	
	:	
	:	

Mr. Clerk:

Please docket suit in the above entitled cause, File a certified copy of mortgage mentioned below with assignment thereon, as Exhibit "A" and enter appearance of Thomas M. Harrington and Madison Brown, as Solicitors for the Assignee.

The mortgage mentioned is the mortgage from Harry Clay Faulkner & Annie Ruelma Faulkner to Federal Land Bank of Baltimore recorded in Liber B. H. T. No. 17, folio 588 and the assignment mentioned is written thereon

THOMAS M. HARRINGTON

MADISON BROWN

Solicitors for Assignee

Filed November 25th, 1939.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENTS
Filed November 25th, 1939.

.....
#16,622. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Twenty Second day of June, in the year nineteen hundred and thirty four, the following Mortgage was brought to be recorded, to wit:-

M A R Y L A N D

A M O R T I Z A T I O N M O R T G A G E

THIS MORTGAGE, made the FOURTH day of JUNE in the year nineteen hundred and THIRTY FOUR, between HARRY CLAY FAULKNER and ANNIE RUELMA FAULKNER, his wife, of QUEEN ANNE'S county, in the 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), of the first part, and The Federal Land Bank of Baltimore, of the city of Baltimore, in the state of Maryland, hereinafter called "Bank", of the second part,

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Bank in the principal sum of \$1000.00, this day lent said Mortgagor by said Bank;

AND WHEREAS, said Mortgagor has executed and delivered to said Bank his promissory note, of even date herewith, for said principal sum of \$1000.00 and interest thereon at the rate of 5 per centum per annum from date, payable to said Bank in twenty consecutive semi-annual instalments of principal and interest at the times and in the manner therein set out, all of said instalments being based on an amortization plan as provided for in The Federal Farm Loan Act and the better to secure the payment of said principal sum and interest 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 Bank, its successors and assigns,

ALL those two certain tracts or parcels of land situate in Sixth Election District, Queen Anne's County, Maryland, and described as follows:

TRACT I: Beginning at a marked scrub white oak standing on the South side of the county road from Hillsoboro to Centreville near the dwelling house on said land and running with the county road three courses- South 55 degrees 15 minutes East, 49 perches; South 35 degrees 45 minutes East, 16 poles; South 11 degrees 45 minutes East, 19 perches and one-half of a perch; to land of F. B. Morgan; thence South 88 degrees West, 99.4 poles to a stone in small ditch; thence North 36 degrees East, 78.8 poles to place of beginning, containing 22 $\frac{1}{4}$ acres of land, more or less.

TRACT II: Beginning in the Southeastern corner or point of said tract in the line of Francis T. Barton and a corner for other land of James A. Mullikin at a stone and running thence North 61 degrees 15 minutes West, 54 perches to a large Hickory Tree; thence North 52.9 perches to a stake (a stone to be planted); thence South 88 degrees, 30 minutes East, 79.5 perches to the centre of aforesaid public road opposite a stone planted in the west side of said public road; thence with said public road South 51 degrees 45 minutes East, 21.4 perches; thence South 38 degrees 30 minutes West, 78.8 perches to place of beginning, containing 32 Acres, 74 square perches of land by a survey made and plotted by Thomas B. Johns, Surveyor, on August 1906.

BEING the same land which was conveyed to the said Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, as tenants by entireties, by deed from Ira B. Williams and wife, dated July 8, 1918, and recorded among the Land Records in said county in Land Book JFR #1, page 101.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

For a further description of the land hereby conveyed, reference is made to the application of said Mortgagor for this loan and to the abstract of title made by the bonded abstractor and all correspondence which are the basis of this loan.

This mortgage is subject to all conveyances and reservations of sub-surface rights and of 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.

This mortgage is made to said Bank as a federal land bank doing business under an act of the Congress of the United States of America known as The Federal Farm Loan Act, and amendments thereof and is to be in all respects subject to and governed by the terms and provisions thereof; provided, however, that in lieu of the provision therein in regard to payments on the loan after the expiration of the five year period, it is understood and agreed that after five years from the date of this mortgage, said Mortgagor may upon any regular instalment payment date make any number of full instalment payments on account of the principal of this loan, or pay the entire amount then due. Such additional instalment payments so made, if any, shall not reduce thereafter the periodical instalment payments herein contracted to be made, but shall operate to discharge the debt secured hereby at an earlier date by reducing the percentage of such anticipated instalment payments applicable to interest and increasing the percentage applicable to principal.

Said Mortgagor covenants that he will warrant generally the property hereby conveyed; that he has a good right to convey the same; that the same is free from all incumbrances; that he will execute such further assurances of said land as may be requisite; that he will pay or cause to be paid said principal sum and all accrued interest thereon at the times and in the manner herein provided for; that as to all such instalment payments that may not be paid when due he will pay interest thereon from the date of maturity until paid at the highest rate allowable under the laws of this state not exceeding eight per centum per annum; that he will pay when due all taxes, assessments, public dues and charges now or hereafter to be levied or assessed on said property and will forthwith send to said Bank his receipts for such payments; that he will during the life of this mortgage keep insured to the satisfaction of said Bank and of the Land Bank Commissioner in the amount of at least \$1000.00 all buildings on said land the value of which was a factor in determining the amount of said loan and will cause such insurance to be made payable to said Bank as its interest may appear at the time of loss and will deliver or cause to be delivered the policy or policies for the same to said Bank, and if at his option and subject to the general regulations, if any, of the Land Bank Commissioner he exercised his election to have any of the sums so received by the Bank used for the reconstruction of the buildings destroyed, it shall be optional with said Bank as to what insurable buildings shall be so reconstructed or replaced and as to how and to whom it shall disburse or dispose of the money during the progress of the work of reconstruction and that if it elects to turn the money over directly to the mortgagor the same will be forthwith applied by him to the reconstruction of such buildings, and in the absence of any such general regulation of the Land Bank Commissioner on the subject, when said Bank shall have mailed to him at his latest known address its draft or check for such sum or sums, the same shall be a valid acquittance to it of all obligation or liability against it in regard to the disposition of such sum or sums, any claim of any person to the contrary notwithstanding; that upon his failure to pay when due

any such taxes, assessments, public dues or charges, or upon his failure to take out such insurance, made payable as above provided, said Bank may pay such taxes, assessments, public dues or charges and take out such insurance and the sum or sums so paid by it shall become a part of this mortgage debt and be due and payable immediately when so paid, together with simple interest thereon at the highest rate allowable under the laws of this state, not exceeding eight per centum per annum; that he will not alien, by deed, mortgage or otherwise, the property hereby conveyed without first having notified said Bank in writing and received its written consent for the same; that the representations made to said Bank by him in his application for this loan as to the purpose or purposes for which the money lent on this mortgage was borrowed are true, and that he will apply the money so secured for such purpose or purposes; 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 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 subsurface 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 operated or exercised, he will pay to, and he hereby assigns to said Bank, all such rents, profits, royalties and revenues, and such sum or sums, when received by it in amount sufficient to cover any full instalment payment, shall be applied by said Bank 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 if in the opinion of said Bank this mortgage has not been so executed and recorded as to constitute a valid first lien on the property hereby conveyed, he will immediately and at his own expense have the same re-executed and re-recorded to the satisfaction of said Bank, and upon his failure so to do, said Bank may have the same done and any expense so incurred shall become a part of the mortgage debt and be due immediately upon payment by the Bank, with interest from the date of payment.

Said Mortgagor further covenants that upon the failure of said Mortgagor, his heirs, personal representatives and assigns, to perform any one or more of the covenants or obligations herein undertaken by him, then at the election of said Bank, its successors or assigns, the whole of the debt hereby secured shall thereupon become immediately due and demandable and it shall be lawful for said Bank, its successors or assigns, at any time after the exercise of such election 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 grant and 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 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, 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.

Said Mortgagor further covenants that if, after such election by the Bank to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Bank 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 Bank; and that if after the exercise by said Bank of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Bank 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 for, 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 Bank makes its election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

WITNESS the hands and seals of the said Mortgagors.

HARRY CLAY FAULKNER (SEAL)

TESTE:

ANNIE RUELMA FAULKNER (SEAL)

FRANCES BUTLER

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 21st day of June 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 HARRY CLAY FAULKNER and ANNIE RUELMA FAULKNER, his wife, and acknowledged the foregoing mortgage to be their act; and that at the same time appeared MADISON BROWN 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.

FRANCES BUTLER
Notary Public.

Notary
Public
Seal.

My commission expires May 6, 1935.

NOTE- This mortgage, under The Federal Farm Loan Act, is exempt from all taxation.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Fifth day of November, in the year nineteen hundred and thirty nine, the following Assignment was brought to be recorded, to wit:-

THE FEDERAL LAND BANK OF BALTIMORE does hereby assign the within and foregoing mortgage to Madison Brown, Assignee, for the purpose of foreclosure and collection.

IN WITNESS WHEREOF, the said The Federal Land Bank of Baltimore has caused these presents to be executed on its behalf by G. F. O'Neill, its Vice-President, and its corporate seal to be hereunto affixed, attested by C. W. Held, its Assistant-Secretary, this the 15th day of November, 1939.

THE FEDERAL LAND BANK OF BALTIMORE,

By G. F. O'NEILL
G. F. O'Neill
Vice-President

Attest:

C. W. HELD
C. W. Held, Assistant-Secretary

Corporate
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 17, folios 588, 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 Twenty-Fifth day of November, in the year nineteen hundred and thirty nine.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

Filed November 25th, 1939.

CERTIFIED COPY OF BOND
Filed Jan. 25, 1940

Queen Anne's County, to wit: Be it remembered that on the 22nd. day of January, in the year nineteen hundred and forty, 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 trustees, are held and firmly bound unto the State of Maryland in the full sum of one thousand dollars, lawful money of the United States of America to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and every of 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 nineteenth day of January in the year nineteen hundred and forty.

WHEREAS by a mortgage bearing date the fourth day of June, 1934, and recorded among the land record books of Queen Anne's County in Liber B. H. T. No. 17, on folios 588 etc., Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, made to secure the payment of the debt therein specified according to the terms of the promissory note therein described given for said debt.

WHEREAS the said mortgage contains a power of sale of the real estate conveyed by said mortgage to be exercised by the said mortgagee and/or by its assigns in case the said Frank T. Faulkner and Annie Ruelma Faulkner should commit default in the terms and conditions of said mortgage.

WHEREAS the said Harry Clay Faulkner and Annie Ruelma Faulkner have 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 payment of said instalment, which are now overdue and unpaid, as well as by reason of other defaults in said mortgage made by him, and the said mortgagee has duly assigned said mortgage by assignment duly recorded unto the said Madison Brown for purpose of foreclosure and collection.

WHEREAS the said Madison Brown as such assignee is about to sell the mortgaged property under said power of sale because of the defaults mentioned.

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)
Madison Brown

AMERICAN SURETY COMPANY OF NEW YORK

Signed, sealed, and delivered
in the presence of:

by MADISON BROWN
Madison Brown, Its Attorney in
fact.

CAROLYN M. COURSEY
Carolyn M. Coursey

Corp.
Seal.

And on the back of the foregoing Bond is the following endorsement, to wit:

Security approved and Bond filed January 22, 1940.

A. Sydney Gadd, Jr. Clerk

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 147, 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 twenty fifth day of January, in the year nineteen hundred and forty.

A. SYDNEY GADD JR. Clerk

MENT
STATE OF MORTGAGE CLAIM
Filed January 31, 1940

MADISON BROWN, Assignee of
THE FEDERAL LAND BANK OF
BALTIMORE, a body corporate,
:
:
:
vs.
:
HARRY CLAY FAULKNER AND
ANNIE RUELMA FAULKNER,
his wife,
:
:
NO. CHANCERY

STATEMENT OF MORTGAGE CLAIM of The Federal Land Bank
of Baltimore, a body corporate, under a mortgage to it from Harry Clay Faulkner
and Annie Ruelma Faulkner, his wife, dated June 4, 1934, and recorded among the
Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 17, folio
588:

Unpaid balance as of 4/16/38.....	\$1,000.00
Interest @ 3½% to 6/1/39.....	39.47
Interest @ 5% on principal items to 2/6/40..	34.03

Total as of 2/6/40. \$1,073.50

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:-

I hereby certify that on this 29th day of January, 1940, be-
fore me, the subscriber, a notary public of the State of Maryland, in and for
the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-
Treasurer of The Federal Land Bank of Baltimore, aforesaid, and made oath in due
form of law that the foregoing is a true statement of the amount remaining due
said The Federal Land Bank of Baltimore on its mortgage claim described above, and
that it has not received any security or satisfaction thereof, other than above
noted.

AS WITNESS, my hand and notarial seal the day and year first
above written.

NELLIE EISINGER
Notary Public.

My commission expires 5/5/41.

Notary
Public
Seal.

REPORT OF SALE OF REAL ESTATE
Filed February 16, 1940

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

Madison Brown, assignee)	
vs.	)	Chancery Docket
Harry Clay Faulkner, et al.)	
Mortgagors.	)	Cause No. 3229.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, assignee, plaintiff
of this cause, hereafter styled "Vendor", unto Your Honors respectfully sets
forth:

1. That by a mortgage bearing date June 4th., 1934, and recorded among the
land record books of said county in Liber B. H. T. No. 17, in folio 588 etc.,
Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, the defendants
(hereinafter styled "the Mortgagors") conveyed certain land unto "The
Federal Land Bank of Baltimore", a corporation, (hereinafter called "Mortga-
gee") to secure the payment of the debt represented by the note of the mort-
gagors to the mortgagee described in said mortgage, and the mortgagee, by
assignment dated November 15, 1939 made in due form of law and duly recorded,
assigned said mortgage unto your vendor.
A certified copy of this mortgage and assignment has been filed in this cause
as part of the proceedings hereof.

2. That prior to the date of sale hereinafter mentioned the mortgagors made default in the covenants of said mortgage by reason of the non-payment of the mortgage debt according to the terms of above mentioned note, by reason of the non-payment of the interest to be paid on said note when due according to the terms of said note, by reason of non-payment of certain taxes levied on the mortgage property to be paid when due according to the covenants of said mortgage.
3. That as will appear by reference to said mortgage the same confers upon the mortgagee and/or its assigns a power to sell the mortgaged property in case of such defaults as are above set forth.
4. That your vendor gave notice of the time, place, manner and terms of the sale hereinafter mentioned for more than twenty days prior to the day of the said sale by advertisement published in the Queen Anne's Record-Observer, a newspaper published weekly in Queen Anne's County aforesaid; a copy of this advertisement containing the certificate of the publishers of said newspaper as its publication, is filed herewith as part of this report, and according to the said certificate said advertisement was inserted in the editions of said newspaper once a week for four successive weeks before the day of sale hereinafter mentioned.
5. That before the day of sale hereinafter mentioned, to wit:
On January 22, 1940, your Vendor filed with the Clerk of this Court that bond required by law of this vendor as a condition precedent to the exercise by him as assignee of said mortgage of the power of sale above mentioned and this bond was by said clerk duly accepted and approved; a certified copy of said bond has been made by the clerk and filed in this cause.
6. That pursuant to said notice of sale your vendor did attend on the 6th. day of February, 1940, at the hour of 2 o'clock P. M., in front of the Court House door in Centreville, Queen Anne's County, Maryland and did then and there proceed to sell the mortgaged real estate in the following manner, to wit:
Your vendor read the notice of sale to the persons then assembled for the sale and then, through the medium of his auctioneer, J. Elmer Anthony, offered said mortgaged real estate at public auction to the highest bidder and your vendor sold said property unto the Federal Land Bank of Baltimore, the mortgagee corporation, same being then and there the highest bidder therefor, at and for the sum of \$550.00, in execution of said power of sale.
7. That the mortgaged real estate described as so sold is that described in said mortgage and in the references in said mortgage contained, and is the same land described in said notice of sale which forms a part of this report.
8. That the terms of the sale, so made are set forth in the advertisement of sale but with this addition: that the taxes for year 1939 would be paid out of the proceeds of sale by the vendor.

Which is respectfully submitted:

Filed Feb. 16th, 1940

MADISON BROWN
Madison Brown
Assignee and vendor.

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

I hereby certify that on this 16th day of February, 1940, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County in the State of Maryland personally appeared Madison Brown, above named assignee and vendor and he did make oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein described was fairly made.

Witness my signature and seal of office.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

Filed February 16th, 1940.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed Feb. 16, 1940

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 Harry Clay Faulkner and Anne Ruelma Faulkner, his wife, dated June 4, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 17, folio 588, 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, FEBRUARY 6, 1940, at 2 o'clock P. M.

All that farm containing 54 acres 114 perches, more or less, situate in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Centreville to Starr to Queen Anne's Station about one and one-half miles west from Queen Anne. BEING all and the same property which was conveyed to the said Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, by deed from Ira B. Williams and wife, dated July 8, 1918, and recorded among the aforesaid Land Records in Liber J. F. R. No. 1, page 101. BEING ALSO all and the same property covered by the mortgage first herein mentioned, to which deed and mortgage reference is hereby made for a more particular description of this land.

This farm is suitable for cultivation with crops raised in this Court and locality. There are 43 acres suitable for cultivation and the balance pasture lands. The property is improved by a five room frame dwelling, barn and other outbuildings.

TERMS OF SALE

\$100.00 cash at the time and place of sale, balance upon final ratification of said sale by the Circuit Court of said County. Deed, title papers and revenue stamps at the cost of the purchaser.

MADISON BROWN,
Assignee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 13, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Madison Brown, assignee, selling land under mortgage given by Henry Clay Faulkner 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 11th day of January, 1940, being more than three weeks before the 6th day of February 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Cleo C. Green

Filed Feb. 16th, 1940

N I S I

Madison Brown, Assignee of
Federal Land Bank, a body corporate

VS

Henry Clay Faulkner and
Annie Ruelma Faulkner, his wife.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CHANCERY No. 3229

ORDERED, This 16th day of February A. D., 1940, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee of Federal Land Bank, a body corporate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of March next.

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

A. SYDNEY GADD JR. Clerk

Filed February 16th, 1940

CERTIFIED COPY OF ADVERTISEMENT
OF ORDER NISI
Filed April 17, 1940

N I S I

Madison Brown, Assignee of Federal
Land Bank, a Body Corporate

vs.

Henry Clay Faulkner and Annie
Ruelma Faulkner, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3229.

Ordered this 16th day of February, A. D., 1940, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee of Federal Land Bank, a body corporate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th 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 our successive weeks before the 24th day of March, next.

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

A. SYDNEY GADD, JR., Clerk

True Copy-Test:

A. SYDNEY GADD, JR., Clerk

Filed Feb. 16, 1940.

QUEEN ANNE'S NEWS and QUEENSTOWN NEWS

Centreville, Md., March 15, 1940

The undersigned, publishers of QUEEN ANNE'S NEWS and QUEENSTOWN NEWS, a newspaper published weekly in Queen Anne's County, Maryland, does hereby certify that the NISI in the case of MADISON BROWN, Assignee of Federal Land Bank, versus, HENRY CLAY FAULKNER and ANNIE RUELMA FAULKNER, in the Circuit Court for Queen Anne's County, In Equity, Cause No. 3229, Chancery, a copy of which is hereunto annexed, was inserted as an advertisement in said newspaper once a week in each of four successive weeks before the twenty-fourth day of March, 1940, the dates of publication of said newspaper containing said advertisement being February 23, March 1, March 8, and March 15 1940.

QUEEN ANNE'S NEWS and QUEENSTOWN NEWS

by THEODORE E. SHEA
Theodore E. Shea, Editor and
Treasurer

ORDER OF COURT
Filed April 29, 1940

In the Circuit Court for Queen Anne's County.

Madison Brown, Assignee,)) Chancery Docket
))
))
Harry Clay Faulkner, et al.)) Cause No. 3229.

It is on this 29th day of April, in the year nineteen hundred and forty by the Circuit Court for Queen Anne's County, in Equity and by the authority of this Court, ORDERED, that the sale of the real estate of Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, set forth and reported in the within and foregoing report of sale by Madison Brown, assignee of the mortgage mentioned in said report 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 in relation to said sale.

And as Madison Brown, the party making said sale is the auditor of this court the proceedings of this cause are hereby referred to Richard T. Earle as special auditor with instructions to him to state and return to this Court an account or audit between the proceeds of the sale of this cause and the said Madison Brown, assignee, as the party making the sale of this cause.

THOS. J. KEATING

Filed April 29, 1940

SPECIAL AUDITOR'S ACCOUNT AND REPORT
Filed June 11, 1940

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

Madison Brown, assignee,)	
	)	Cause
versus)	
)	
Harry Clay Faulkner and	)	No. 3229.
Annie Ruelma Faulkner, his wife.)	

To the Honorable, the Judges of said Court;

The Report of Richard T. Earle, who was appointed the special auditor by this court when the sale hereof was ratified to state the within account unto Your Honors respectfully sets forth;

1. That before stating the within account he first took before the clerk of this court the proper oath as special auditor.
2. That he has stated the within account between Madison Brown as vendor of the sale of this cause and the proceeds of the sale made and herein reported by him by first charging the vendor with the gross amount of his sale and by then allowing thereout as follows:
3. Unto Madison Brown, as vendor, the sum of \$50.00 for his compensation for making the sale, the clerk's costs of the sale, the costs of advertising notices of the sale and the several orders nisi of the cause, the cost of his bond and his auctioneer's fee and the fee of the auditor.
4. Unto Madison Brown, assignee, use of his assignor, The Federal Land Bank of Baltimore, the balance of the gross sale less these said allowances, to wit: the net amount of the sale, in part of the mortgage claim of the assignor, the net proceeds not being sufficient to pay the mortgage claim of assignor in full. A Statement of the Debt between the assignor mortgagee and the mortgagors as of day of sale is appended. The vendor stated to the auditor the fifty dollars fee mentioned was in lieu of all commissions and fees (inclusive of appearance fee) provided for by the mortgage and being less than such fees and commissions has been allowed.

Respectfully submitted.

RICHARD T. EARLE
Special Auditor.

June 10th, 1940.

Filed June 11, 1940

Cause No. 3229.

The proceeds of the sale of the mortgaged real estate of Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, the mortgagors making the mortgage mentioned in this cause, in account with Madison Brown, assignee of said mortgage, the vendor making the sale reported in this cause under said mortgage.

1940
Feb.
6

CR.

By amount of gross sale of the mortgaged real estate
per report of sale filed, to wit: the sum of \$ 550.00

1940
Feb.
6

DR.

To Madison Brown, as vendor, for his compensation
for making the sale in lieu of all other fees
and commissions provided for the vendor, per
mortgage, the sum of \$ 50.00

To do., for the amount paid Queen Anne's Record
Observer Publishing Co. for costs of adver-
tising notices of the sale per receipted
account for same exhibited, the sum of \$ 38.25

To do., for amount paid the clerk of this Court
for his costs in this cause, per bill of
costs and clerk's receipt thereunto attached,
to wit: sum of \$ 24.75

To do., for the cost of advertising in Queens-
town News, the order nisi on sale per ac-
count for same with receipt attached, the
sum of \$ 3.50

To do., for the costs of the vendor's bond filed in this cause, paid per receipt of the surety on the bond exhibited, the sum of \$ 10.00

To do., for the amount paid J. E. Anthony, auctioneer for crying the sale for his services per his receipt for same exhibited, the sum of \$ 10.00

To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of \$ 3.50

To do., for the fee paid Richard T. Earle as Special Auditor by the vendor, per receipt for same exhibited, the sum of \$ 9.00

\$149.00

To Madison Brown, assignee of said mortgage, use of Federal Land Bank of Baltimore, mortgagee on account of the amount due the said mortgagee under said mortgage, the balance, to wit: \$401.00

\$550.00 \$550.00

June 10th, 1940.

RICHARD T. EARLE
Special Auditor.

Cause No. 3229.

Statement of Mortgage Debt.

Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, mortgagors
to Federal Land Bank of Baltimore, Mortgagee DR.

1940-Feb. 6-

To amount due on Feb. 6, 1940, the day of sale of this cause by the mortgagors to the mortgagee under mortgage dated June 4, 1934, given by mortgagors to the mortgagee, as follows:

Amount of unpaid principal	\$1000.00
amount of interest,	<u>73.50</u>
See Statement filed January 31st., 1940	\$1073.50
Amount of state and county taxes due by mortgagors on the mortgaged land for year 1939, paid by the mortgagee February 17, 1940, per tax statement receipted by collector of taxes (attached to said statement, appears, to wit:	23.76
	<u>\$1097.26</u>

Cr: by amount distributed to the mortgagee on account of this claim by preceding account, the sum of \$ 401.00

To balance due by mortgagors to mortgagees \$ 696.26
which bears interest from February 6, 1940.

June 10th, 1940.

RICHARD T. EARLE
Special Auditor.

filed June 11, 1940.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee	)	IN THE CIRCUIT COURT
VS	)	FOR QUEEN ANNE'S COUNTY
Harry Clay Faulkner and	)	IN EQUITY
Annie Ruelma Faulkner, his wife.	)	Case No. 3229

ORDERED, This 11th day of June in the year nineteen hundred and forty 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 6th day of July, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of June, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed June 11, 1940

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed July 5, 1940.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee
VS.
Harry Clay Faulkner and Annie Ruelma
Faulkner, his wife.

In the Circuit Court for Queen Anne's County In Equity Case No. 3229.

ORDERED, This 11th day of June, in the year nineteen hundred and forty 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 6th day of July, 1940, provided a copy of this order be published in some newspaper printed and published in Queen Anne's County, Maryland, once in each of two successive weeks before the 29th day of June next.

A. SYDNEY GADD, Jr. Clerk.
True copy:
Test:- A. SYDNEY GADD, Jr. Clerk
Clerk of the Circuit Court for
Queen Anne's County.

Filed June 11th, 1940.

Queenstown, Queen Anne's County, June 29, 1940.

I, Michael W. Aker, the undersigned, do hereby certify that I am the publisher of a newspaper published weekly at Queenstown, afore-said called The Queenstown News and I further certify that the order nisi in the case of Madison Brown, assignee versus Harry Clay Faulkner and Annie Ruelma Faulkner, his wife, called "Nisi Ratification of Audit", a true copy of which is hereto annexed was advertised or published as an advertisement in the issues of the Queenstown News appearing or issued on the following dates:
June 14th 1940, June 21st 1940, June 14-21st.
That is to say was published in said newspaper once of each two successive weeks before the 29th. day of June, 1940.

MICHAEL W. AKER
Publisher of Queenstown News.

Filed July 5th, 1940.

ORDER OF COURT
Filed July 6, 1940

Order of Court:

Ordered on this sixth day of July, 1940 by the Circuit Court for Queen Anne's County in Equity and by the authority of said court that the within and foregoing Report and Account of Richard T. Earle, as Special Auditor filed in the proceedings of Cause No. 3229 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 that Madison Brown, the party making the sale mentioned in said audit be and he is hereby directed to apply the proceeds of sale in accordance with said audit.

With a due proportion of interest received or to be received on credit sales to the commissions of the vendor and to the claim of the mortgagee, mentioned in said audit.

THOS. J. KEATING

Filed July 6th, 1940.

CAUSE NO. 3205.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Ninth day of May, in the year Nineteen Hundred and Thirty Nine, the following Order to docket suit was filed for record, to wit:-

S. Scott Beck, Jr., Attorney, Assignee, vs. Albert C. Seney, Essie M. Seney. In the Circuit Court for Queen Anne's County. In Equity. No. _____

A. Sydney Gadd, Jr., CLERK:

Please docket the above entitled Cause, make certified copy of the Mortgage from Albert C. Seney and Essie M. Seney, his wife, to S. Scott Beck, dated the 4th day of December, 1928, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber B. H. T; No. 9, Folio 22 etc., together with all Assignments thereof and file same herein; also file and approve bond and enter my appearance for the Plaintiff,

Says,

S. SCOTT BECK JR. Plaintiff's Attorney.

Filed May 9, 1939.

CERTIFIED COPY OF MORTGAGE Filed May 9, 1939.

QUEEN ANNE'S COUNTY, TO WIT: #13,358. Be it remembered that on the 5th. day of December, in the year nineteen hundred and twenty-eight, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 4th. day of December, in the year nineteen hundred and twenty-eight, by and between Albert C. Seney and Essie M. Seney, his wife, Mortgagors, of Kent County, State of Maryland, of the one part, and S. Scott Beck, of the County and State aforesaid, Mortgagee, of the other part.

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee, in the full sum of Seven Hundred fifty (\$750.00) Dollars, (being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and the interest thereon the said Mortgagors have passed to said Mortgagee their promissory note bearing even date herewith; for said principal sum of Seven Hundred Fifty (\$750.00) dollars payable one year after date; with interest thereon at the rate of six per centum per annum, payable semi-annually.

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in aforesaid promissory note and the performance of all the covenants hereinafter mentioned-- the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, the said Albert C. Seney and Essie M. Seney, his wife, do grant unto the said S. Scott Beck, his heirs and assigns, in fee simple,

All that lot, piece or parcel of ground situate, lying and being in the village of Price, in the Second Election District of Queen Anne's County, State of Maryland, on the right side Southwest side of the public road leading from Church Hill through said village of Price to Roesville, adjoining the land of (or formerly of) Edward Butler, the land of (or formerly of) Charles W. Leager and the store-house and dwelling property of Samuel C. Walls and described, according to the Certificate of Survey thereof made on the 4th. day of July, 1918, by S. Chester Coursey, Surveyor, as follows, to wit;

BEGINNING FOR THE SAME at the Northern or Northwestern corner of the said lot of land hereby conveyed at a stone at the point where the said land of (or formerly of) Edward Butler and the lot hereby conveyed corner on the South-west side of the aforesaid Public road, and running with the Southwest side of said public road South 46 degrees and 45 minutes East, 110 feet and 10 inches to the land of the said Samuel C. Walls at a point where there is an iron peg in concrete; thence with the said land of Samuel C. Walls, South 46 degrees West, 78 feet and 4 inches to a stake where a stone was to be placed; thence with said land of Samuel C. Walls, South 45 degrees 30 minutes East, 30 feet and 9 inches to a fence dividing

the lot hereby conveyed from said land of Samuel C. Walls; thence again with said land of Samuel C. Walls South 43 degrees 45 minutes West, 66 feet to the corner of said Samuel C. Walls' stable; thence South 44 degrees 45 minutes East, 25 feet to another corner of said Walls' stable; thence South 43 degrees 45 minutes West, 80 feet to a stone, a corner for the land of (or formerly of) Chester W. Leager; thence with said land of (or formerly of) Charles W. Leager North 45 degrees 30 minutes West, 165 feet to a stone, a corner for said Charles W. Leager's land; and thence with said land of (or formerly of) said Edward Butler, North 44 degrees 45 minutes East, 220 feet to the said place of beginning, containing Seven hundred and eight one-thousandths (.708) of an acre of land, more or less.

It being the same land which was granted and conveyed unto the said Albert C. Seney by Frank O. Meeds and Maggie Meeds, his wife, by Deed dated the 6th day of July, 1918, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber J. F. R. No. 1, folios 96, etc.

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

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

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground and premises unto and to the proper use and benefit of the said S. Scott Beck, his heirs and assigns forever.

PROVIDED, that if the said Albert C. Seney and Essie M. Seney, his wife, their heirs, executors, administrators or assigns, shall pay each of said notes at the times and in the manner limited in each of them respectively, including five per cent. commission for collecting any of said notes which may not be paid at maturity, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Albert C. Seney and Essie M. Seney, his wife, shall possess the aforesaid property upon paying in the meantime, all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property; which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said Albert C. Seney and Essie M. Seney, his wife, for themselves, and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and the said S. Scott Beck, or S. SCOTT BECK, of Chestertown, Maryland, his Attorney or Agent, is hereby authorized or empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing, at private sale), to the highest bidder and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fee, and the actual cost if such bond as may be secured by the party or parties making the sale in some approved Surety Company, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether 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 any one entitled to pay the same, or said sale is withdrawn at the request of said Mortgagors or any of them, then the said Albert C. Seney and Essie M. Seney, his wife, Mortgagors, for themselves and for their heirs, personal representatives and assigns, do hereby further covenant to and with the said Mortgagee, his heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers herein before granted, a commission on the said Mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland, together with all costs incurred including a counsel or attorney's fee of thirty dollars.

AND the said Mortgagors, for themselves and for themselves, 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 this policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said S. Scott Beck, or his assigns, to the extent of his or their lien or claim hereunder.

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

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

WITNESS our hands and seals.

Test:	Albert C. Seney	(SEAL)
Alice R. Smith	Essie M. Seney	(SEAL)

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th. day of December, in the year nineteen hundred and twenty-eight, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Albert C. Seney and Essie M. Seney, his wife, and each acknowledged the foregoing Mortgage to be their respective act.

As witness my hand and Notarial Seal.

Alice R. Pierson
Notary Public.

Notary
Public
Seal.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th. day of December, in the year nineteen hundred and twenty-eight, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck, and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as herein set forth.

As witness my hand and Notarial Seal.

Alice R. Smith
Notary Public.

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 9, folios 22, 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 Ninth day of May, in the year nineteen hundred and thirty nine.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of April, in the year Nineteen Hundred and forty the following Assignment was filed for record, to wit:

For value received, I hereby assign the within and foregoing mortgage to S. Scott Beck, Jr., Attorney for the purpose of collection and foreclosure.

As Witness my hand and Seal this 5th day of May, 1939.

Witness: ALICE R. SMITH	S. SCOTT BECK	(SEAL)
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State of Maryland, Queen Anne's County, to wit;

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 19, folio 24, a Land Record Book for Queen Annes County (the foregoing assignment).

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 April, A. D. 1940.

Seal's
Place.

A. SYDNEY GADD, Jr. Clerk

CERTIFIED COPY OF BOND
Filed May 9, 1939

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 9th day of May, 1939, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, S. Scott Beck, Jr., of Kent County and State of Maryland, as Principal; and S. Scott Beck and Mackey P. Beck, as sureties, of the County and State aforesaid, 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, 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, administrators, executors, and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this ____ day of May, 1939.

WHEREAS, Albert C. Seney and Essie M. Seney, his wife, by deed of Mortgage dated the 4th day of December, 1928, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber B. H. T. No. 9, Folio 22 etc., conveyed to S. Scott Beck, certain real estate therein mentioned to secure the payment of the sum of Seven hundred fifty Dollars (\$750.00), which Mortgage was, on the 5th day of May, 1939, assigned to the said S. Scott Beck, Jr., Attorney, for collection and foreclosure; and

WHEREAS, in the event of any default being made in any condition of the said Mortgage or in the payment of the Mortgage debt or in the payment of the interest thereon when due, power and authority were given therein to sell the mortgaged premises; and

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

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

Signed, sealed and
delivered in the
presence of:

ALICE R. SMITH

S. SCOTT BECK JR. (SEAL)

S. SCOTT BECK (SEAL)

MACKEY P. BECK (SEAL)

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

Security Approved and Bond filed.

A. Sydney Gadd Jr. Clerk
May 9, 1939.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 124, 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 Ninth day of May, in the year nineteen hundred and thirty nine.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

REPORT OF SALE
Filed Sept. 12, 1939.

S. Scott Beck, Jr.,
Attorney, Assignee,

In the Circuit Court for
Queen Anne's County.

vs.

Albert C. Seney,
Essie M. Seney.

In Equity.

No. 3205.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of S. Scott Beck, Jr., Attorney, Assignee, of the Mortgage from Albert C. Seney and Essie M. Seney, his wife, to S. Scott Beck, dated the 4th day of December, 1928, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber B. H. T. No. 9, Folio 22 etc., which Mortgage was, on the 5th day of May, 1939, assigned to the said S. Scott Beck, Jr., Attorney, said Assignment being recorded among the sforesaid Land Records at the foot of the aforesaid Mortgage Record, respectfully shows;

1. That default having been made under said Mortgage by reason of the failure of the said Albert C. Seney and Essie M. Seney, his wife, to pay the principal mortgage indebtedness as and when the same become due and payable and also by reason of their failure to pay the interest thereon as and when the same become due and payable, the said S. Scott Beck, Jr., Attorney, Assignee, in conformity with the authority and Power of Sale in said Mortgage contained and after having given bond with security for the faithful performance of his trust and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Queen Anne's Record-Observer," a newspaper printed and published in Queen Anne's County, Maryland, for at least twenty days before the day of sale, your Attorney, Assignee, did, pursuant to said notice, attend in front of the Court House Door in Centreville, Maryland, on Tuesday, August 29th, 1939, between the hours of 11:30 A. M. and 12:00 o'clock Noon, and offered the said mortgaged real estate at Public Auction and then and there sold the same to James P. Jarrell, of Queen Anne's County, State of Maryland, at and for the sum of Seven hundred fifty Dollars (\$750.00), it being the highest bid he could obtain therefor, and which property is described, as follows:

"All that lot, piece or parcel of ground situate, lying and being in the village of Price, in the Second Election District of Queen Anne's County, State of Maryland, on the right side Southwest side of the Public Road leading from Church Hill through said Village of Price to Roesville, adjoining the land of (or formerly of) Edward Butler, the land of (or formerly of) Charles W. Leager and the sore house and dwelling property of Samuel C. Walls and described, according to the Certificate of Survey thereof made on the 4th day of July, 1918, by S. Chester Coursey, Surveyor, as follows, to wit:- BEGINNING FOR THE SAME at the Northern or Northwestern corner of the said lot of land hereby conveyed at a stone at the point where the said land of (or formerly of) Edward Butler and the lot hereby conveyed corner on the Southwest side of the aforesaid Public Road, and running with the Southwest side of said public road South 46 Degrees and 45 Minutes East, 110 feet and 10 inches to the land of the said Samuel C. Walls at a point where there is an iron peg in concrete; thence with the said land of Samuel C. Walls, South 46 Degrees West, 78 feet and 4 inches to a stake where a stone was to be placed; thence with said land of Samuel C. Walls, South 45 Degrees 30 Minutes East, 30 feet and 9 inches to a fence dividing the lot hereby conveyed from said land of Samuel C. Walls; thence again with said land of Samuel C. Walls South 43 Degrees 45 Minutes West, 66 feet to the corner of said Samuel C. Walls' stable; thence South 44 degrees 45 minutes East, 25 feet to another corner of said Walls' stable; thence South 43 Degrees 45 Minutes West, 80 feet to a stone, a corner for the land of (or formerly of) Charles W. Leager; thence with said land of (or formerly of) Charles W. Leager North 45 Degrees 30 Minutes West, 165 feet to a stone, a corner for said Charles W. Leager's land; and thence with said land of (or formerly of) Charles W. Leager and the land of (or formerly of) said Edward Butler, North 44 Degrees 45 Minutes East, 220 feet to the said place of beginning, containing Seven hundred and eight one-thousandths (.708) of an acre of land, more or less."

IT BEING the same land which was granted and conveyed unto the said Albert C. Seney by Frank O. Meeds and Maggie Meeds, his wife, by Deed dated the 6th day of July, 1918, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber J. F. R. No. 1, Folio 96 etc.

AND your Attorney, Assignee, further reports that the said James P. Jarrell has made satisfactory compliance with the terms of sale and he deems the sale to have been fairly made and prays the usual Order thereon.

Respectfully submitted,

S. SCOTT BECK JR.
Attorney, Assignee.

Filed Sept. 12th, 1939.

STATE OF MARYLAND,)
(SS
COUNTY OF KENT,)

I HEREBY CERTIFY, That on this 30th day of August, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. SCOTT BECK, JR., ATTORNEY, ASSIGNEE, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal:

Notary
Public
Seal.

ALICE R. SMITH
Notary Public.

Filed September 12th, 1939

CERTIFICATE OF PUBLICATION
OF SALE
Filed Sept. 12, 1939

ASSIGNEE'S SALE
-OF-
DWELLING & LOT
OF LAND

In Price, Maryland

Under and by virtue of the Power of Sale contained in a Mortgage from Albert C. Seney and Essie M. Seney, his wife, to S. Scott Beck, dated the 4th day of December, 1928, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber B. H. T. No. 9, Folio 22 etc., and which mortgage, was on the 16th day of March, 1939, assigned to S. Scott Beck, jr., Attorney, for the purpose of foreclosure and collection, and the said S. Scott Beck, Jr., as Attorney, Assignee, of said Mortgage, will offer at Public Sale to the highest bidder, in front of the Court House Door, in Centreville, Maryland, on TUESDAY, AUGUST 29, 1939, between the hours of 11:30 A. M., and 12:00 o'clock, Noon,

All that house and lot of land located in the Town of Price, in Queen Anne's County, Maryland.

THE IMPROVEMENTS consist of a two-story frame Dwelling, containing 7 rooms, together with three outbuildings, in good condition.

The property is nicely located in the Town of Price and is desirable for and will make a comfortable home and a profitable investment.

TERMS OF SALE: One-third of purchase money cash on day of sale and the balance cash upon ratification of the sale by the Circuit Court for Queen Anne's County or all cash at the option of the purchaser; deferred payments to bear interest from day of sale; possession will be given upon ratification of sale and the purchaser will be required to pay all cost of title papers including Revenue and State Stamps; taxes to be adjusted to the day of sale.

S. SCOTT BECK, JR.,
Attorney & Assignee.

Beck & Beck, Attorneys,
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Aug. 29, 1939

THE QUEEN ANNE'S RECORD and OBSERVER-PUBLISHING CO. hereby certifies that the Assignee's Sale of dwelling and lot of land in the case of S. Scott Beck, Jr. Attorney and Assignee vs. Albert C. Seney & Essie M. Seney, 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 3d day of Aug., 1939, being more than twenty days before the 29th day of Aug. 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING
CO.

By BERTHA G. DURNEY

N I S I

S. Scott Beck, Jr.,
Attorney, Assignee

VS

Albert C. Seney
Essie M. Seney

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

ORDERED, This 12th. day of September A. D., 1939, that the sale of the real estate made and reported in this cause by S. Scott Beck, Jr., Attorney, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of October next.

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

A. SYDNEY GADD JR. Clerk

Filed September 12th, 1939.

PETITION OF S. SCOTT BECK
Filed September 13, 1939

S. Scott Beck, Jr.,
Attorney, Assignee,

In the Circuit Court
for
Queen Anne's County.

vs.

Albert C. Seney,
Essie M. Seney.

In Equity. No. _____

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of S. Scott Beck, Sr., respectfully shows:

1. That on the 4th day of December, 1928, he loaned to Albert C. Seney and Essie M. Seney, his wife, the sum of Seven hundred fifty Dollars (\$750.00) as is evidenced by the Mortgage filed herein and took the mortgage loan in his own name individually and continued it as such for several years.
2. That on January 13th, 1936, his ledger shows that he credited the interest received on this mortgage to the Trust Estate of Annie L. Bennett and has contained it ever since altho the mortgage was never assigned to said Trust Estate but was marked in lead pencil "Annie L. Bennett," and ever since has been considered by him as an asset of said Trust Estate and ever since all of the interest collected therefrom has been credited to said Trust Estate.
3. At the time the said mortgage loan was made, the said S. Scott Beck, exercising his best judgment, considered the same to be good, it being 6% interest and in those days the practice was not as strict as it is now since the Bank Holiday in securing the approval of this Honorable Court to make such investments.
4. It now appears that the property did not sell for as much as the mortgage loan and that there will be a loss sustained thereunder and your Petitioner is desirous to know whether said loan shall be considered an asset of said Trust Estate or whether said loan shall be considered his own. Of course, all of the interest which has been paid under said mortgage since January, 1936, has been credited and paid to Annie L. Bennett, and, after her death, to her son, in accordance with the Will of the late Thomas A. Parsons.

WHEREFORE, YOUR PETITIONER prays this Honorable Court to now pass an order directing that whatever loss is sustained on the property now about to be foreclosed and sold herein shall be considered a loss of the Annie L. Bennett Trust Estate.

Respectfully submitted,

S. SCOTT BECK

STATE OF MARYLAND,)
(SS
KENT COUNTY,)

I HEREBY CERTIFY, That on this 24th day of August, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. SCOTT BECK and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal:

ALICE R. SMITH
Notary Public.

Notary
Public
Seal.

Filed September 13, 1939

ORDER OF COURT.

THE AFOREGOING PETITION having been read and considered, IT IS THEREUPON, this 7th day of September, 1939, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the mortgage filed herein and foreclosed hereunder shall be considered nunc pro tunc an asset of the Trust Estate of the late Annie L. Bennett and now held by her son, Wilber P. Bennett, and any loss occasioned by the sale of the property described therein and foreclosed hereunder shall be considered a loss of said Trust Estate.

JAMES F. EVANS

Filed September 13, 1939.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Jan. 4, 1940

N I S I

S. SCOTT BECK, JR.
Attorney, Assignee,
Vs.
ALBERT C. SENEY
ESSIE N. SENEY

In the Circuit Court for Queen Anne's County in Equity. Chancery No. 3205

ORDERED, This 12th day of September A. D., 1939, that the sale of the Real Estate made and reported in this cause by S. Scott Beck, Jr., Attorney, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of October next.

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

A. SYDNEY GADD, JR., Clerk.
True Copy-
Test:
A. SYDNEY GADD, JR., Clerk.
Filed Sept. 12th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 4, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification on the Report of Sale in the case of Scott Beck, Jr. vs. Albert C. and Essie N. Seney 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 14th day of Sept., 1939, being more than four weeks before the 9th day of October 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Cleo C. Green

STATEMENT OF MORTGAGE INDEBTEDNESS
Filed Jan. 5, 1940

S. Scott Beck, Jr.,
Attorney, Assignee,

In the Circuit Court for
Queen Anne's County.

vs.

Albert C. Seney,
Essie M. Seney.

In Equity. No. _____

STATEMENT OF MORTGAGE INDEBTEDNESS.

To amount of Mortgage from Albert C. Seney, et al, to S. Scott Beck, dated the 4th day of December, 1929, and recorded among the Land Records for Queen Anne's County, in Liber B. H. T. No. 9, Folio 22 etc.,	\$750.00
To interest thereon to day of sale.....	52.50
To State & County Taxes for 1938.....	26.36
Total.....	\$828.86

S. SCOTT BECK

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck and made oath in due form of law that the above statement of mortgage indebtedness is true and bona fide to the best of his knowledge and belief.

AS witness my hand and Notarial Seal:

ALICE R. SMITH
Notary Public.

Filed Jan. 5, 1940

ORDER OF COURT
Filed Jan. 5, 1940.ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 5th day of January, 1940, that the sale made and reported by S. Scott Beck, Attorney, Assignee, as aforesaid, be and the same hereby is ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Attorney, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor for the purpose of stating an Account in this case.

THOS. J. KEATING

Filed Jan. 5, 1940.

REPORT AND ACCOUNT OF THE AUDITOR
Filed May 3, 1941

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

S. Scott Beck jr., attorney, assignee	)	Cause
versus	)	No.
Albert C. Seney and Essie M. Seney.	)	3205.

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 the mortgage mentioned in this cause by a sale of the mortgaged property and it appears that the proceeds of the mortgage sale of the cause are not sufficient to pay the costs of the sale and the mortgage debt so that there is left a balance due by the mortgagors under the mortgagage on account of the debt set forth in the mortgage.

The auditor in the within account has first charged the plaintiff, he being the party making the mortgage sale with the gross amount of the mortgage sale and has then thereout allowed as follows:

Unto the vendor the court costs of the cause the fee of his auctioneer for crying the sale, the cost of advertising notices of the sale and the several orders nisi of the cause, that part of the taxes of the year 1939 paid by the vendor under the terms of the sale and the fee of the auditor.

Unto S. Scott Beck jr., assignee, in trust to be paid to the trustee of the trust estate of the late Annie L. Bennett now that of Wilber P. Bennett for the use of the beneficiary of the trust estate, the balance of the proceeds of sale remaining after deduction of above mentioned allowances on account of the debt due under the mortgage. The reason for this allowance is set forth and is in accordance with the order of the court passed September 7, 1939 and on file in this cause.

By the direction of S. Scott Beck jr., contained in a letter from him addressed to the auditor the auditor has not allowed the usual commissions to Mr. Beck for making the sale.

Which is respectfully submitted.

May 1, 1940.

MADISON BROWN
Auditor.

Filed May 3rd, 1940.

Cause No. 3205.

The proceeds of the sale of the mortgaged real estate of Albert C. Seney and Essie M. Seney, his wife, the parties making the mortgage under which the sale of this cause was made, in account with S. Scott Beck, jr., assignee of the mortgage mentioned and as such the vendor or person making the sale of this cause.

1939
August
29

CR.

By amount of the gross sale so made per report
of sale filed herein, to wit: \$ 750.00

1939
Aug.
29

DR.

To S. Scott Beck, jr., vendor as aforesaid for
the court costs of this cause as set out in
the statement of court's Clerk exhibited;
the costs of the clerk, \$ 18.75
appear. fee of S. Scott Beck, jr., 10.00
Total of these costs \$ 28.75 28.75

To do., for the amount paid J. E. Anthony, his
auctioneer for crying the sale per receipt
for same exhibited, the sum of 10.00

To do., for amount paid publishers of the news-
paper published in Centreville for the costs
of advertising the notices of the sale made,
per account for same with receipt thereon
exhibited, to wit: the sum of 29.93

To do., for amount paid publishers of the same
newspaper for costs of advertising the order
nisi on the sale, per account with receipt
exhibited, to wit: the sum of 5.00

To do., for an allowance to pay the costs of ad-
vertising the order nisi to be passed on this
audit, to wit: the sum of 3.50

To do., for state and county taxes on land sold
for year 1939 as that part of same to be paid
under terms of sale per receipted tax account
exhibited, to wit: the sum of 8.73

To do., for the amount of the fee of Madison
Brown, for stating this audit, to be paid to
said auditor, the sum of 9.00

\$94.91

To S. Scott Beck jr., as assignee of the mort-
gage mentioned in trust to be paid to the
trustee of the trust estate of the late Annie
L. Bennett for the use of the beneficiaries of
said trust estate (see order of this court pass-
ed Sept. 7, 1939 in this cause on petition fil-
ed Sept. 13, 1939), this balance on account of
the mortgage debt due under the mortgage mention-
ed which balance is not sufficient to pay the
mortgage debt in full, to wit: \$655.09

\$750.00 \$ 750.00

MADISON BROWN
Auditor May 1, 1940

Cause No. 3205.

Auditor's Statement of Mortgage Debt.

Albert C. Seney and Essie M. Seney, his wife, the parties making the mortgage described in this cause, IN ACCOUNT WITH the trustee of the trust estate of the late Annie L. Bennett, now held by her son, Wilber P. Bennett, in accordance with the will of the late Thomas A. Parsons,
(See the petition and order of court passed thereon September 7, 1939 mentioned in the preceding account or audit).

1939
August
29

To amount of the mortgage debt due by Albert C. Seney and
Essie M. Seney, his wife, mentioned in the foregoing ac-
count, per statement of the mortgagee filed January 5, 1940,
in this cause, to wit: the sum of \$ 750.00

To Interest due on said amount of debt up to August 29, 1939 per the same statement mentioned, to wit: sum of 52.50

To State and county taxes for year 1938 mentioned in said statement so filed as part of the mortgage indebtedness the sum of 26.36

\$ 828.86

Credit.

" " By Amount of the net mortgage sale of this cause distributed by the foregoing account to the equitable owners of said mortgage, per said order of court, to wit: 655.09

\$ 173.77

May 1, 1940.

MADISON BROWN
Auditor.

Filed May 3rd, 1940.

NISI RATIFICATION OF AUDIT

S. Scott Beck, Jr. Atty.,) IN THE CIRCUIT COURT
 VS.) FOR QUEEN ANNE'S COUNTY
 Albert C. Seney and) IN EQUITY
 Essie M. Seney, his wife.)
) CASE No. 3205 Chy.

ORDERED, This 3rd day of May in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st. day of June, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of May, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., CLERK.

Filed May 3rd, 1940.



CAUSE NO. 3207.

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

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

GEORGE DAVIS NEAVITT and
BESSIE B. NEAVITT,
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 George Davis Neavitt and Bessie B. Neavitt to William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, bearing date the 8th day of October, 1935, and of the assignment thereof from said William R. Horney, et al., Trustees as aforesaid, to William R. Horney, for the purpose of collection by foreclosure or otherwise, bearing date the 1st day of May, 1939, said mortgage and assignment being recorded in Liber W. H. C. No. 2-A, folios 31, etc., 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
Assignee of Mortgage.

Filed May 16th, 1939.

CERTIFIED COPY OF MORTGAGE
Filed May 16, 1939

.....
#18,289. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Tenth day of October, in the year nineteen hundred and thirty five, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this Eighth day of October in the year nineteen hundred and thirty five between George Davis Neavitt, single man, and Bessie B. Neavitt, single woman, his sister, both of Queen Anne's County in the State of Maryland, hereinafter called "Mortgagors", parties of the first part, and William R. Horney, Robert E. C. Lowe and David D. Taylor, of the same place, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, hereinafter called "Trustees", parties of the second part.

WHEREAS the said Mortgagors, hereby admitting that they are jointly and severally indebted unto the said Trustees in the full and just sum of sixteen thousand eight hundred twenty four dollars and ninety seven cents (\$16,824.97), do hereby agree to pay unto the said Trustees said sum of money at the expiration of three years counting from the second day of October, 1935, with interest thereon at the rate of four per centum per annum by annual payments to be made on the following dates, to wit:
They hereby agree to pay on September first 1936, interest for one year on said sum; and
They hereby agree to pay on September first 1937, interest for another year on said sum; and
They hereby agree to pay on October second 1938, interest for the third year on said sum.

And it is agreed and understood between the parties hereto that the Mortgagors and/or either of them, their and/or either of them and/or their heirs, executors, administrators and/or assigns shall have the right and privilege to pay said mortgage debt in full at any time before the maturity of the same as above set forth, if all interest to date of payment has been, or shall be made at time of the payment of said principal, and interest from date of payment shall cease.

AND it is agreed and understood that the Mortgagor, or either of them, their or either of their heirs and assigns shall have the right and privilege to make payments on account of the principal mortgage debt whenever they shall desire, in sums of one hundred dollars, or multiples thereof, or in any sums they shall desire and the interest on each sum so paid shall cease to accrue after date of payments.

AND WHEREAS the Mortgagors have agreed to secure the payment of said debt and of said interest by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH; that the said George Davis Neavitt and Bessie B. Neavitt, for and in consideration of the premises and of the sum of one dollar, do hereby grant and convey unto the said William R. Horney, Robert E. C. Lowe and David D. Taylor, the Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, their heirs and assigns and unto their successors in the office of said Trustees and unto their assigns, all the following described real estate, to wit:
Parcel No. 1-

All that tract of land or farm, called or known as "Darland Manor" or "Elm Lodge", consisting of parts of several tracts of land called "Darland Manor" and "Moore's Hope Addition" or "Bordlington", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the public road, known as the "Manor Road", leading from Centreville to Starr, and containing 288 acres of land, more or less.

TITLE:

The above described tract of land or farm was acquired by G. Davis Neavitt and Bessie B. Neavitt as follows, that is to say: by inheritance from their mother, Elizabeth B. Neavitt; by inheritance from their brother, Frank W. Neavitt; and by the last will and testament of their father, Francis W. Neavitt, late of Baltimore City, State of Maryland, deceased, bearing date the 26th day of February, 1893, a duly certified copy of which is recorded in Liber W. T. B. No. 3, folios 522, etc., a will record book for Queen Anne's County, State of Maryland; excepting therefrom, however, that part of said land which was granted and conveyed by the said G. Davis Neavitt and Bessie B. Neavitt to the State of Maryland, by deed bearing date the 21st day of April, 1930, and recorded in Liber B. H. T. No. 11, folios 226, etc., a land record book for Queen Anne's County aforesaid. Title of, in and to said tract of land or farm was acquired by Francis W. Neavitt in part by inheritance from his mother, Frances A. Neavitt, and in part by the last will and testament of his father, Nathaniel Neavitt, bearing date in October 1865, and recorded in Liber S. T. H. No. 1, folios 396, etc., a will record book for Queen Anne's County aforesaid, after the death of his mother, the said Frances A. Neavitt, who was devised a life estate by said will in that part of said tract of land or farm which was owned by the said Nathaniel Neavitt; excepting therefrom, however, that part of said land, containing 1 acre of land, more or less, which was granted and conveyed by the said Frances A. Neavitt and Frank W. Neavitt and L. B. Neavitt, his wife, to the Board of County School Commissioners, in fee simple conditional, by deed bearing date the 17th day of September, 1875, and recorded in Liber J. W. No. 5, folios 155, etc., a land record book for Queen Anne's County aforesaid, which said lot or parcel of land, having been abandoned and not used as a school, has reverted back to the said Francis W. Neavitt, his heirs and assigns; that part of said land, being the remainder of the tract of land hereinafter mentioned purchased by Nathaniel Neavitt from James M. Seegar, which was granted and conveyed by Francis W. Neavitt and Lizzie B. Neavitt, his wife, to James W. Yeates by deed bearing date the 30th day of September, 1889, and recorded in Liber W. D. No. 3, folios 428, etc., a land record book for Queen Anne's County aforesaid; that part of said land, containing 2 acres, 2 roods and 3 perches of land, more or less, which was granted and conveyed by Elizabeth B. Neavitt, Executrix of the last will and testament of Francis W. Neavitt, to Sallie Jackson, by deed bearing date the 28th day of June, 1893, and recorded in Liber L. D. No. 2, folios 62, etc., a land record book for Queen Anne's County aforesaid; and that part of said land, containing 2 acres, 2 roods and 16 perches of land, more or less, which was granted and conveyed by the said Elizabeth B. Neavitt, Executrix as aforesaid, to N. A. Jackson, by deed bearing date the 4th day of December, 1893, and recorded in Liber L. D. No. 2, folios 462, etc., a land record book for Queen Anne's County aforesaid. Title of, in and to said tract of land or farm was acquired by Frances A. Neavitt (formerly Frances Ann Tarman) by the deed from Philemon B. Hopper to the said Frances Ann Tarman, et al., bearing date the 24th day of January, 1839, and recorded in Liber J. T. No. 2, folios 489, etc., a land record book for Queen Anne's County aforesaid; by inheritance from her sister, Martha Ann Neavitt, nee Tarman; and by the deed (for a 1/25th interest) from William H. Bowen and Rebecca Bowen, his wife, bearing date the 25th day of February, 1867, and recorded in Liber S. E. C. No. 3, folios 119, etc., a land record book for Queen Anne's County aforesaid. Title of, in and to said tract of land or farm was acquired by Nathaniel Neavitt by the following deeds, that is to say: the deed from Pere Wilmer, bearing date the 31st day of December, 1842, and recorded in Liber J. T. No. 4, folios 2, etc.; the deed from Zedekiah Tarman, bearing date the 23rd day of June, 1849, and recorded in Liber J. T. No. 6, folio 104, etc.; the deed from George W. Tarman, bearing date the 7th day of January, 1851, and recorded in Liber J. T. No. 6, folios 502.; the deed from John W. Tarman and Ariana Tarman, his wife, bearing date the 15th day of March, 1853, and recorded in Liber J. P. No. 1, folios 377, etc.; the confirmatory deed from said John W. Tarman and Ariana Tarman, his wife, bearing date the 10th day of December, 1861, and recorded in Liber M. B. No. 2, folios 15, etc.; the deed from James M. Seegar and Frances A. Seegar, his wife, bearing date the 19th day of October, 1855, and recorded in Liber J. P. No. 2, folios 472, etc.; the confirmatory deed from James M. Seegar and Frances A. H. Seegar, his wife, bearing date the 16th day of November, 1855, and recorded in Liber J. P. No. 2, folios 480, etc.; the deed from Arthur Emory and Sarah B. H. Emory, his wife, bearing date the 12th day of January, 1856, and recorded in Liber J. P. No. 2, folios 521; and the deed from Samuel T. Earle, Trustee, and Awuilla A. Usilton and Josephine W. Usilton, his wife, bearing date the 3rd day of December, 1864, and recorded in Liber S. E. D. No. 1, folios 492, etc., all and record book for Queen Anne's County aforesaid.

Parcel No. 2- All that farm or tract of land, known as "The James Hopkins Home Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, between Coxes Creek and Pig-Quarter or Thompson's Creek, adjoining the lands of (or formerly of) James Denney, and containing 99 acres, 1 rood and 36 perches of land, more or less.

TITLE:

Being the same land which was granted and conveyed unto Elizabeth B. Neavitt, now deceased, (from whom the same descended unto G. Davis Neavitt and Bessie B. Neavitt, her children and only heirs-at-law), by G. Davis Neavitt and Thomas J. Keating, Trustee, by deed bearing date the 21st day of January, 1899, and recorded in Liber W. H. C. No. 9, folios 127, etc., a land record book for Queen Anne's County aforesaid.

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

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

PROVIDED, that if the said Mortgagors or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Trustees or unto their assigns or unto their successors as said Trustees or unto their assigns the aforesaid sum of sixteen thousand eight hundred twenty four dollars and ninety seven cents and all the interest to be paid thereon as above set forth when and as the same shall respectively fall due and mature as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, their heirs and assigns, shall possess said property.

AND the said Mortgagors 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 Trustees, their successors and/or assigns and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, their successors 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 Trustees, their successors and/or assigns or J. FRANK HARPER and WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, or either of them, their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County 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 Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said Mortgagors and/or to the person or persons who then 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 Trustees, their successors or assigns, or the said J. FRANK HARPER and WILLIAM R. HORNEY, or either of them, their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Mortgagors for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

AND THIS MORTGAGE FURTHER WITNESSETH;

That in consideration of the execution and delivery thereof by said Mortgagors, the said Trustees, for themselves, and for their assigns and for their successors as the Trustees of said Trusteed Assets, do jointly and severally covenant with the said Mortgagors, and each of their heirs and assigns

- 1st. that they, said Trustees, their said successors and assigns will not file in any manner whatsoever under the covenants in this mortgage contained on the part of the said Mortgagors, their heirs and assigns may claim against the residential property hereinafter described now owned by said Mortgagors whether said property shall be owned by the Mortgagors, or by their heirs or by their assigns at the time any such claim might be prosecuted against the said Mortgagors, their heirs and/or assigns; and
- 2nd. that if said Trustees, or their said successors or assigns shall hereafter receive any judgment against their said Mortgagors or against their heirs or their assigns under any of the covenants in this mortgage contained on the part of the said Mortgagors, their heirs and/or their assigns the said Trustees, their successors and assigns will release from the lien of said judgment, as soon as said judgment shall have been obtained, said residential property, whether same shall then be owned by said Mortgagors, or by their heirs or by their assigns, so that said residential property may be held by the said Mortgagors, their heirs and assigns forever free and clear of the lien of said judgment.

The description of said residential property is as follows:

All that lot or parcel of land, known as "The Elizabeth B. Neavitt Residence Property", but formerly known as "The Quinn Lot", situate, lying and being on the west or northwest side of Liberty Street, in the Town of Centreville, in Queen Anne's County, State of Maryland, adjoining on one side the property of M. Emma Rolph and on the other side the property of Madison B. Bordley, and containing 1/2 acres of land, more or less.

TITLE:

Being the same land which was granted and conveyed unto Elizabeth B. Neavitt, now deceased, (from whom the same descended unto G. Davis Neavitt and Bessie B. Neavitt, her children and only heirs-at-law), by Thomas J. Keating, Jr., Attorney, by deed bearing date the 18th day of March, 1897, and recorded in Liber W. H. C. No. 6, folios 63, etc., a land record book for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF the parties to this mortgage have hereunto set their hands and affixed their seals the day and year hereinbefore written.

TEST: As to George Davis Neavitt and Bessie B. Neavitt;	GEORGE DAVIS NEAVITT (SEAL)
FRANCES BUTLER	BESSIE B. NEAVITT (SEAL)
(	WILLIAM R. HORNEY (SEAL)
(	ROBERT E. C. LOWE (SEAL)
TEST: HILDA T. SEWARD	(
(	DAVID D. TAYLOR (SEAL)
(	TRUSTEES

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of October 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 George Davis Neavitt and Bessie B. Neavitt, above named mortgagors, and they did each acknowledge the foregoing MORTGAGE to be their respective 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 COUNTY, TO WIT:

I HEREBY CERTIFY that on this ninth day of October 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, Robert E. C. Lowe and David D. Taylor, above named mortgagor, and they did each make oath in due form of law that the consideration stated in the within and foregoing MORTGAGE is true and bona fide as therein set forth.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

HILDA T. SEWARD
NOTARY PUBLIC.

Notary
Public
Seal.

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

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 foregoing mortgage unto William R. Horney, with interest from the 1st day of September, 1936, for the purpose of collection by foreclosure or otherwise.

Witness our hands and seals, this 1st day of May, 1939;

Test: HILDA T. SEWARD

WILLIAM R. HORNEY (SEAL)

ROBERT E. C. LOWE (SEAL)

DAVID D. TAYLOR (SEAL)

Trustees of the Trusteed Assets of
The Centreville National Bank of
Maryland

Filed May 16th, 1939.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 2A, folios 31, 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 16th day of May, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

CERTIFIED COPY OF BOND
Filed May 16, 1939

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 TWENTY THOUSAND DOLLARS (\$20,000.00), current money of the United States of America, to be paid to said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors 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 16th day of May, 1939;

WHEREAS, a certain mortgage from George Davis Neavitt and Bessie B. Neavitt to William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, bearing date the 8th day of October, 1935, and recorded in Liber W. H. C. No. 2-A, folios 31, etc., a land record book for Queen Anne's County aforesaid, has been duly assigned unto said William R. Horney, for the purpose of collection by foreclosure or otherwise, by assignment bearing date the 1st day of May, 1939, 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 said above described mortgage by making sale of the property described in, and 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 mortgages at the times therein provided for the payment thereof;

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

WILLIAM R. HORNEY (SEAL)

UNITED STATES FIDELITY AND
GUARANTY COMPANY,

SIGNED, sealed and delivered in the presence of:
HILDA T. SEWARD

by WILLIAM R. HORNEY
Its Attorney-in-Fact.
Corporate Seal.

ATTEST:
HILDA T. SEWARD

And on the back of the foregoing bond is the following endorsement:
Security approved and Bond filed May 16th, 1939.

A. SYDNEY GADD JR., Clerk

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

I hereby certify that the foregoing 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 Sixteenth day of May, in the year nineteen hundred and thirty nine.
Seal's Place
A. SYDNEY GADD JR. Clerk

REPORT OF SALE
Filed June 14, 1939.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
GEORGE DAVIS NEAVITT and
BESSIE B. NEAVITT,
Mortgagors.

In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 3207.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage from George Davis Neavitt and Bessie B. Neavitt to William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, bearing date the 8th day of October, 1935, and recorded in Liber W. H. C. No. 2-A, folios 31, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was duly assigned by said William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees as aforesaid, unto said William R. Horney for the purpose of collection by foreclosure or otherwise by assignment bearing date the 1st day of May, 1939, 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-Obseiver, 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 Tuesday, the 13th day of June, 1939, 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:

(a) Said Assignee first offered at public sale to the highest bidder the property described in said advertisement of sale as Parcel No. 1, being the real estate first described in said mortgage, to wit:

ALL that tract of land or farm, called or known as "Darland Manor" or "Elm Lodge", consisting of parts of several tracts of land called "Darland Manor" and "Moore's Hope Addition" or "Bordlington", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the public road, known as the "Manor Road", leading from Centreville to Starr, and containing 288 acres of land, more or less.

And said Assignee sold the above described property, that is to say, said Parcel No. 1, to said William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truited Assets of The Centreville National Bank of Maryland, at and for the sum of Nine Thousand Dollars (\$9,000.00), they being at that sum the highest bidders therefor.

(b) Said Assignee then offered at public sale to the highest bidder the property described in said advertisement of sale as Parcel No. 2, being the real estate secondly described in said mortgage, to wit:

ALL that farm or tract of land, known as "The James Hopkins Home Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, between Coxes Creek and Big-Quarter or Thompson's Creek, adjoining the lands of (or formerly of) James Denney, and containing 99 acres, 1 rood and 36 perches of land, more or less.

And said Assignees sold the above described property, that is to say, said Parcel No. 2, to said William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees as aforesaid, at and for the sum of Ten Thousand Dollars (\$10,000.00), they being at that sum the highest bidders therefor.

4. 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), which were announced by said Assignee prior to offering said properties, and each parcel thereof, for sale, were as follows; to wit:

(a) That possession would be given upon the final ratification of the sales by the Court, subject to the rights of the present tenant for the remainder of the current year, the purchaser to give the present tenant notice to quit on or before the 30th day of June, 1939, should he desire full possession of the mortgaged premises on the 1st day of January, 1940;

(b) That the purchaser would be entitled to receive the landlord's share of all crops then growing or hereafter to be grown on the mortgaged premises during the current year;

(c) That all taxes of whatsoever kind and nature for the current year would be payable by the purchaser, but that all taxes due and in arrear, if any, would be payable by the Assignee;

(d) That the premiums on the fire insurance policies on such of the buildings on the mortgaged premises as were insured 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 premises 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 purchasers, being the equitable owners of the proceeds of said sales, have agreed to pay all costs and expenses incident to said sales and all taxes due and in arrear, if any, upon demand by said Assignee.

Respectfully submitted,

WM. R. HORNEY
(William R. Horney)
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 14th day of June, 1939, 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 foregoing Report of Sales, and made oath, in due form of law, that the matters and things stated in said foregoing REPORT OF SALES are true as therein set forth, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

A. SYDNEY GADD JR.
Clerk

Filed June 14th, 1939.

CERTIFICATE OF PUBLICATION OF SALE
Filed June 14, 1939.

ASSIGNEE'S SALE
of

VALUABLE FARMS.

Default having occurred in the terms of the mortgage from George Davis Neavitt and Bessie B. Neavitt to William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, bearing date the 8th day of October, 1935, and recorded in Liber W. H. C. No. 2-A, folios 31, etc., a land record book for Queen Anne's County, Maryland, and assigned, by said William R. Horney, et al., Trustees as aforesaid, to William R. Horney, for the purpose of collection by foreclosure or otherwise, by assignment bearing date the 1st day of May, 1939, and recorded at the foot of said mortgage, the undersigned, assignee of said mortgage as aforesaid, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidders, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JUNE 13, 1939 beginning at the hour of 2 o'clock, P. M., the real estate conveyed by said mortgage consisting of:

Parcel No. 1. All that tract of land or farm, called or known as "Darland Manor" or "Elm Lodge", consisting of parts of several tracts of land called "Darland Manor" and "Moore's Hope Addition" or "Bordlington", situate, lying and being in the Third Election District of Queen Annes County, State of Maryland, on the left side of the public road, known as the "Manor Road", leading from Centreville to Starr, and containing 288 acres of land, more or less. For title reference see said mortgage. The improvements consist of a dwelling, barns and other necessary outbuildings in a good state of repair.

Parcel No. 2. All that farm or tract of land known as "The James Hopkins Home Farms", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, between Coxes Creek and Pig-Quarter or Thompson's Creek, adjoining the lands of (or formerly of) James Denney, and containing 99 acres, 1 rood and 36 perches of land, more or less. For title reference sell said mortgage. The improvements consists of a dwelling, barns and other necessary outbuildings in a good state of repair.
THIS IS A VALUABLE WATERFRONT FARM.

TERMS OF SALE: One-third of the purchase money will be required on day of sale, and the balance will be required in two equal installments, payable, respectively, in six and twelve months from day of sale, or all cash, at option of purchasers, all credit payments, if any, to bear interest from day of sale, and to be secured to satisfaction of the undersigned. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 13th, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee, vs. George Davis Neavitt and Bessie B. Neavitt 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 May, 1939, being more than twenty days before the 31th day of June, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

Filed June 14th, 1939.

N I S I

William R. Horney, Assignee of Mortgage,	)	IN THE CIRCUIT COURT
)	
VS.	)	FOR QUEEN ANNE'S COUNTY
)	
	)	IN EQUITY
George Davis Neavitt and Bessie B. Neavitt, Mortgagors.	)	Chancery No. 3207

ORDERED, This 14th. day of June A. D., 1939, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th. day of August next; provided a copy of this order be

inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th. day of July next.

The Report states the amount of sales to be \$19,000.00.

A. SYDNEY GADD JR. Clerk.

Filed June 14th, 1939.

PETITION FOR SUBSTITUTION OF
PURCHASERS AS TO PARCEL NUMBER ONE
Filed June 15, 1939.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

GEORGE DAVIS NEAVITT and
BESSIE B. NEAVITT,
Mortgagors.

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

Cause No. 3207.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the report of sales filed in the above entitled cause, your petitioners, as trustees as aforesaid, became the purchasers of the tract of land or farm therein described as Parcel No. 1 and known as "Darland Manor" or "Elm Lodge", containing 288 acres of land, more or less, at and for the sum of Nine Thousand Dollars (\$9,000.00).
2. That since the purchase of said tract of land or farm by your petitioners they have resold the same to J. Grant Yates and Edna C. Yates, his wife, of Queen Anne's County, State of Maryland, as tenants by the entireties, at and for the sum of Nine Thousand Dollars (\$9,000.00), upon the same terms as your petitioners purchased said tract of land or farm, that is to say: upon the terms set forth in the advertisement of sale as well as the additional terms announced on the day of sale, and said substituted purchasers have complied with the terms of sale by paying the sum of Three Thousand Dollars (\$3,000.00) in cash into the hands of William R. Horney, assignee of mortgage and vendor, and have agreed to pay the balance of the purchase money upon the final ratification of said sale by this Court.
3. That it is the desire of your petitioners, as well as the desire of said J. Grant Yates and Edna C. Yates, his wife, (as will appear from the fact that they unite in this petition), that they, the said J. Grant Yates and Edna C. Yates, his wife, as tenants by the entireties, be substituted by an order of this Court as purchasers of said tract of land or farm known as "Darland Manor" or "Elm Lodge" and containing 288 acres of land, more or less, in the place and stead of your petitioners.

Your petitioners, therefore, pray this Honorable Court to pass an order substituting said J. Grant Yates and Edna C. Yates, his wife, as tenants by the entireties, as purchasers of said tract of land or farm known as "Darland Manor" or "Elm Lodge" and containing 288 acres of land, more or less, in the place and stead of your petitioners, and directing said William R. Horney, assignee of mortgage and vendor, to convey said tract of land or farm unto said substituted purchasers.

Respectfully submitted,

WM. R. HORNEY
(William R. Horney)

ROBERT E. C. LOWE
(Robert E. C. Lowe)

DAVID D. TAYLOR
(David D. Taylor)
Trustees of the Trusteed Assets of
The Centreville National Bank of
Maryland, Petitioners.

J. GRANT YATES
(J. Grant Yates).

EDNA C. YATES
(Edna C. Yates).
Substituted Purchasers.

SUBSCRIBED and SWORN to before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, by William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, this 15th day of June, 1939:

A. SYDNEY GADD Jr.
Clerk.

June 15th, 1939.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed August 15, 1939.

N I S I

WILLIAM R. HORNEY, Assignee
of Mortgage,
vs.
GEORGE D. NEAVITT and
BESSIE B. NEAVITT,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3207.

ORDERED, This 14th day of June, A. D., 1939, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th day of July next.

The Report states amount of sales to be \$19,000.00.

A. SYDNEY GADD, JR., Clerk
True Copy-
Test:
A. SYDNEY GADD, JR., Clerk.
Filed July 14th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 15, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Wm. R. Horney, Assignee of Mortgage v. George D. Neavitt and Bessie B. Neavitt, 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 22d. day of June, 1939, being more than four weeks before the 17th day of July 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Aug. 15, 1939.

STATEMENT OF MORTGAGE DEBT
Filed August 17, 1939

WILLIAM R. HORNEY
Assignee of mortgage

vs

GEORGE DAVIS NEAVITT and
BESSIE B. NEAVITT
Mortgagors

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

STATEMENT OF MORTGAGE DEBT

Principal amount of mortgage from George Davis Neavitt and Bessie B. Neavitt to The Trustees of the Trusteed Assets of the Centreville National Bank of Maryland dated Oct. 8th., 1935 recorded in Liber W. H. C. #2A, folio 31 etc. \$16,824.97
Interest thereon from Sept. 1, 1936 to June 13, 1939 - - - - - 1,873.18
\$18,698.15

ROBERT E. C. LOWE

State of Maryland
Queen Annes County, to-wit:

This is to certify that on this 17th day of Aug., 1939 before the subscriber, a notary public of the State of Maryland, in and for Queen Annes County, personally appeared Robert E. C. Lowe one of the Trustees of the Trusteed Assets of The Centreville National Bank of Maryland and made oath in due form of law that the foregoing statement of mortgage debt is true and correct as therein set forth to the best of his knowledge and belief and that no part of the same has been paid.

Witness my hand and Notarial Seal affixed the day and year herein last above written.

HILDA T. SEWARD
NOTARY PUBLIC.

Notary
Public
Seal.

Giled August 17, 1939

ORDER OF COURT
Filed August 18, 1939

ORDER OF COURT

Upon the foregoing petition and the assent thereto of the substituted purchasers (as evidenced by their uniting in said foregoing petition), IT IS ORDERED, this 18th day of August, 1939, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that J. Grant Yates and Edna C. Yates, his wife, be and they are hereby substituted, as tenants by the entireties, as purchasers of the tract of land or farm described in the report of sales filed in this cause as Parcel No. 1 and known as "Darland Manor" or "Elm Lodge", containing 288 acres of land, more or less, in the place and stead of William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland; AND IT IS FURTHER ORDERED that William R. Horney, assignee of mortgage and vendor, be and he is hereby authorized, directed and empowered, upon the final ratification of the sale by this Court and the full payment of the purchase money for said tract of land or farm, but not before, to grant and convey said tract of land or farm unto said J. Grant Yates and Edna C. Yates, his wife, as tenants by the entireties, in the place and stead of William R. Horney, Robert E. C. Lowe and David D. Taylor, trustees as aforesaid, as fully and effectually as if said J. Grant Yates and Edna C. Yates, his wife, had been the original purchasers of said tract of land or farm at the sale thereof.

WM. MASON SHEHAN
Judge.

Filed August 18, 1939.

ORDER OF COURT
Filed August 18, 1939

FINAL ORDER OF RATIFICATION.

ORDERED, this 18th day of August, 1939, 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 Wm. R. Horney, 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, Vendor, 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 August 18, 1939.

REPORT AND ACCOUNT OF THE AUDITOR
Filed May 31, 1940

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

William R. Horney, Assignee of mortgage	)	Cause
versus)	
George Davis Neavitt and Bessie B. Neavitt	)	NO. 3207.

To the Honorable, the Judges of said Court:

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

The mortgage described in this cause was assigned unto the above named plaintiff for sale of the mortgaged property for collection of the mortgage debt and the plaintiff in these proceedings sold the mortgaged property for that purpose.

In the within account the auditor has charged the plaintiff as vendor with the amount of the gross sales made by him per his report filed in this cause and has then allowed thereout as follows, to wit:

Unto the vendor his commissions for making the sale per terms of the mortgage, the Court cost of the cause, the cost of the vendor's bond, the cost of advertising notices and orders nisi of the cause, the charges of the auctioneer for selling the land and unto the auditor his fee for stating the account.

The balance remaining after these allowances is not sufficient to pay the mortgage debt due the Mortgagors on the day of sale and is distributed by the auditor unto the plaintiff for the benefit of the mortgagees.

The auditor has stated and attached to this audit an account between the mortgagors and the mortgagees which shows the balance due to the mortgagees by the mortgagors under the mortgage after the mortgagees have received credit for the amount so distributed unto them.

Which is respectfully submitted,

MADISON BROWN,
Auditor.

May 29, 1940

Filed May 31st, 1940.

Cause No. 3207.

The proceeds of the Sales of the Mortgaged Real Estate of George Davis Neavitt and Bessie B. Neavitt, parties making the mortgage under which the sale of this Cause was made,
IN ACCOUNT WITH William R. Horney, Assignee of said mortgage and the Vendor thereunder of the mortgaged real estate sold in this cause.

1939
June
13

CR.

By the proceeds of the gross sale of the tract of land called "Darland Manor" per report of sales filed in this cause, to wit: the sum of \$ 9,000.00

" " By the proceeds of the gross sale of the tract of land called "The James B. Hopkins Farm" per the report of sale filed in this cause, to wit: the sum of 10,000.00

By total amount of above mentioned sales, to wit: \$19,000.00

This amount will be carried to the next page.

Cause No. 3207.

CR.

By amount of the gross sales brought forward, to wit; the sum of \$19,000.00

1939
June
13

DR.

To William R. Horney, vendor for his commissions for making said sales, per terms of said mortgage, to wit: the sum of \$ 805.00

To do., for the Court Cost of this cause per the "Bill of Costs" of Clerk, to wit:
Costs of the Clerk of Court \$22.20
Appearance fee of W. R. Horney 10.00
\$32.20 32.20

To do., for the cost of the bond of said vendor filed in this cause paid the corporate surety on the bond per receipt for the same exhibited, to wit: the sum of 80.00

To do., for the cost of advertising in the County newspaper,
Notices of the sale \$45.00
Order nisi on the sale 5.00
Order nisi on this audit 3.50
Total per account exhibited. \$53.50 53.50

To do., for the amount paid J. E. Anthony as auctioneer for crying said sales per his receipt for same exhibited, the sum of . . . 40.00

To do., for amount paid by him for cost of certain fire insurance obtained by him on the mortgaged property per receipted statement for same exhibited to wit: sum of 24.78

To Madison Brown, Auditor for stating this account, the sum of 13.50

\$1,049.07

To William R. Horney as assignee of said mortgage in trust for William R. Horney, Robert E. C. Lowe, David D. Taylor, Trustees of the Trusteed Assets of Centreville National Bank of Md., who assigned said mortgage unto him, this balance on account of the debt due on day of sale under said mortgage, to wit: the sum of \$17,950.93
\$19,000.00 \$19,000.00

May 29, 1940.

MADISON BROWN
Auditor.

Cause No. 3207.

George Davis Neavitt and Bessie B. Neavitt, the mortgagors making the mortgage mentioned below
IN ACCOUNT WITH
William R. Horney-Robert E. C. Lowe-David D. Taylor-Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, Mortgagees named in said mortgage ; DR.

1939-June 13

To amount of the Indebtedness, principal and interest due under the mortgage from the Mortgagors to the Mortgagees dated October 8, 1935, recorded in Liber W. H. C. No. 2-A, fol. 31, on this date, June 13, 1939, the day of sale of this Cause, per statement of the mortgaged debt filed in this cause, to wit: the sum of \$18,698.15

CR.

By amount distributed thereon to said Mortgagees by the foregoing account 17,960.89

DR.

To Balance due by the Mortgagors to the Mortgagees \$ 737.26

Which balance bears interest from June 13, 1939

May 29, 1940.

MADISON BROWN,
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee) IN THE CIRCUIT COURT
VS.) FOR QUEEN ANNE'S COUNTY
George Davis Neavitt and Bessie B. Neavitt) IN EQUITY
CASE No. 3207.

ORDERED, This 31st day of May in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of June, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of June, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed May 31st, 1940.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed July 1, 1940

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY
Assignee
vs.
GEORGE DAVIS NEAVITT and
BESSIE B. NEAVITT

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3207.

ORDERED, This 3rd day of June in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of June, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of June, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.
True Copy-
Test:
A. SYDNEY GADD, JR., Clerk.
Filed May 31st, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 1, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certified that the Nisi Ratification of Audit in the case of William R. Horney vs. George Davis Neavitt and Bessie B. Neavitt 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 6th day of June, 1940, being more than two successive weeks before the 22nd day of June, 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By EVELYN S. BUTLER

Filed July 1, 1940.

ORDER OF COURT
Filed July 5, 1940.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
GEORGE DAVIS NEAVITT and
BESSIE B. NEAVITT,
Mortgagors.

X
X
X
X
X
X
X
X
X

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

Cause No. 3207.

FINAL RATIFICATION OF AUDIT

ORDERED, this 3rd day of July, 1940, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding Nisi Ratification of Audit 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 July 5, 1940.

CAUSE NO. 3220.

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

MADISON BROWN, Assignee of FEDERAL FARM MORTGAGE CORPORATION, a body corporate	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY, MARYLAND
vs.	:	SITTING IN EQUITY
JOEL T. MCGINNESS, widower, and FRANK S. MCGINNESS, single	:	NO. CHANCERY

Mr. Clerk:

Please docket suit in the above entitled cause, file mortgage and assignment thereof as Exhibits "A" and "B", respectively, and enter appearance of Thomas M. Harrington and Madison Brown, as Solicitors for the Assignee. Please make copies mentioned below. For description of above mentioned exhibits A and B, see below.

THOMAS M. HARRINGTON
MADISON BROWN
Solicitors for Assignee

Exhibit A above mentioned is copy of the mortgage from Joel T. McGinness, et al to the Land Bank Commissioner dated April 18, 1935, recorded in Liber W. H. C. No. 1 A Page 285.

Exhibit B above mentioned is copy the assignment of said mortgage dated July 22, 1939, made by the Federal Farm Mortgage Corporation, Madison Brown filed with you for record August 31, 1939.

Filed August 31st, 1939.

CERTIFIED COPY OF MORTGAGE
EXHIBIT A
Filed August 31, 1939

.....
#17,103. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that at 3:30 P. M. On the Ninth day of May, in the year nineteen hundred and thirty five, the following Mortgage was brought to be recorded, to wit:

MARYLAND
AMORTIZATION MORTGAGE

THIS MORTGAGE, made the EIGHTEENTH day of APRIL in the year nineteen hundred and THIRTY FIVE, by and between JOEL T. MCGINNESS, widower, and FRANK S. MCGINNESS, single, 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 \$4100.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated April 18, 1935 for said principal sum of \$4100.00), with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the SIXTEENTH day of OCTOBER and APRIL in each year, said principal sum being payable on an amortization plan and in NINETEEN equal successive semi-annually instalments of \$205.00 each, the first such instalment being payable on the SIXTEENTH day of OCTOBER, 1938, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of \$205.00 payable on the SIXTEENTH day of APRIL, 1948, unless the debt be sooner paid or matured; and the better to secure the pay-

ment 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 conveyss unto said Commissioner, his successors and assigns,

ALL those four certain tracts or parcels of land situate, lying and being in the Seventh Election District, Queen Anne's County, State of Maryland, containing an aggregate of 466 acres and 18 perches, more or less, and more particularly described in a mortgage from Joel T. McGinness and other, which mortgage is dated April 18, 1935, and recorded immediately prior hereto among the records of said county, and which description therein mentioned is hereby referred to and made a parr hereof as though textually incorporated herein.

BEING the same land an undivided one-half interest in a part of which was conveyed to the said Joel T. McGinness, in the name of Joel T. McGinniss, and to Lemuel C. McGinniss by deed from William McGinniss, single, dated July 27, 1885, and recorded among the Land Records of said County in Liber S. C. D. 6, folio 386, the remaining undivided one-half interest in which part was conveyed to the said Joel T. McGinness, in the name of Joel T. McGinness, by deed from Lemuel C. McGinness and wife, dated December 21, 1887, and recorded among said Land Records in Liber W. D. 1, page 121; part of which was conveyed to the said Joel T. McGinness, in the name of Joel T. McGinnes, and Frank S. McGinness, in the name of Frank S. McGinnes, by deed from Charles B. Ford and others, dated February 20, 1925, and recorded among the Land Records of said County in Liber B. H. T. 4, folio 140; and the remaining part of which was conveyed to the said Joel T. McGinness, in the name of Joel T. McGinness, by deed from Harry F. McGinnes and others, dated December 8, 1934, and recorded among said Land Records in Liber B. H. T. 18, folio 519.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any 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 18th day of April, 1935, in favor of The Federal Land Bank of Baltimore and on this day owned by The Federal Land Bank of Balto. 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; 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 remolish, 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 clause 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 indebtedness 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 amounts 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 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, 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 line 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 not 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 Commissioners; 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 for, 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 hands and seals of the said Mortgagors.

TESTE:

MARY A. PENNINGTON

JOEL T. MCGINNESS (SEAL)

FRANK S. MCGINNESS (SEAL)

STATE OF MARYLAND,

Kent County, to wit:

I hereby certify that on this 9th day of May, in the year one thousand nine hundred and THIRTY FIVE, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOEL T. MCGINNESS, widower, and FRANK S. MCGINNESS, Single, and acknowledged the foregoing mortgage to be their 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 3, 1937.

Assigned to Madison Brown for foreclosure and collection by Assignment of Mortgage recorded in Liber A. S. G. Jr. No. 1, folio 497, a Land Record Book for Queen Anne's County.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1A, folios 285, 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 31st. day of August, in the year nineteen hundred and thirty nine.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

CERTIFIED COPY OF DEED OF ASSIGNMENT
EXHIBIT B
Filed August 31, 1939.

.....
#19,578. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Thirty First day of August, in the year nineteen Hun-
dred and Thirty Nine, the following Assignment of Mortgage was brought to be record-
ed, to wit:

THIS ASSIGNMENT OF MORTGAGE, made this 22nd day of July, 1939,
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 April 18, 1934, and recorded among
the Land Records of Queen Anne's County, Maryland, in Liber W. H. C. No. 1-A, Folio
285, Joel T. McGinness, widower, and Frank S. McGinness, single, granted and con-
veyed to the Land Bank Commissioner, acting pursuant to and by virtue of the autho-
rity vested by an Act of Congress of the United States, known as the Emergency Farm
Mortgage Act of 1933, all those four certain tracts of land situate in the Seventh
Election District, County and State aforesaid, containing in the aggregate 466 acres,
more or less, to secure the payment of a debt for the sum of \$4100.00.

WHEREAS, the mortgage and amortization note secured thereby were
executed and delivered to the Land Bank Commissioner, an official of the United
States, acting pursuant to the provisions of the Emergency Farm Mortgage Act of
1933, as amended, (U.S.C. Title 12, Sections 1016-1019), said mortgage and amortiza-
tion note secured being taken in the name of A. S. Goss, the present incumbent of
said office, for and on behalf of the Federal Farm Mortgage Corporation, a body cor-
porate.

WHEREAS, the said Joel T. McGinness, widower, and Frank S. Mc-
Ginness, single, have defaulted under the terms and conditions of the said mortgage,
and the said Federal Farm Mortgage Corporation, a body corporate, as owned 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 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 mort-
gage hereinbefore described as being executed by the said Joel T. McGinness, widow-
er, and Frank S. McGinness, single, to said Land Bank Commissioner, title to which
mortgage became vested in the Federal Farm Mortgage Corporation in the manner afore-
said.

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. FEDERAL FARM MORTGAGE CORPORATION,
a body corporate,
ATTEST: By: LUTHER E. ROGERS
L. R. RITCHIE Vice President.
Assistant Secretary Luther E. Rogers
L. R. Ritchie

STATE OF MARYLAND
SS
CITY OF BALTIMORE

I hereby certify that on this 22nd day of July, 1939, 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 a-
foregoing Assignment of Mortgage to be the act of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notar-
ial seal the day and year first above written.

MARY F. HOUSE
Notary Public.

Notary Public Seal. My commission expires May 5, 1941.

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

I hereby certify that the foregoing is truly taken and copied from Liber A. S. G. Jr. No. 1, folios 497, 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 Eighth day of September, in the year nineteen hundred and thirty nine.

Seal's
Place.

A. SYDNEY GADD, JR. Clerk

CERTIFIED COPY OF BOND
Filed April 25, 1940.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of April in the year Nineteen Hundred and forty 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 the county and state aforesaid 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 bonds of trustees, are held and firmly bound unto the State of Maryland in the full sum of five thousand five hundred dollars (\$5,500.00) 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 every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this twenty fifth day of April in the year nineteen hundred and forty.

WHEREAS by a mortgage bearing date the 18th. day of April, 1935, and duly recorded among the land record books of said county in Liber W. H. C. No. 1-A, a land record book of Queen Anne's County aforesaid on folio 285, etc., Joel T. McGinness and Frank S. McGinness did grant and convey certain land in said mortgage described unto the Land Bank Commissioner, 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") to secure unto said Commissioner the payment of the debt in said mortgage mentioned according to the terms and conditions of the note described in said mortgage given for said debt.

WHEREAS said mortgage and the said note pursuant to the provisions of the above mentioned Act as amended (V.S. C. Title 12 Sections 1016-1019) were taken in the name of A. S. Goss, incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

WHEREAS the said mortgagors have defaulted under the terms and conditions of said mortgage by reason of their non-payment of certain instalments of said mortgage debt when due according to the terms of said note as well as by reason of their non-performance of certain other covenants and conditions on their part in said mortgage contained, and the Federal Farm Mortgage Corporation electing to avail itself of the remedies provided in such case by said mortgage has assigned the said mortgage to said Madison Brown for the purpose of fore-closure and collection by a Deed of Assignment bearing date July 22, 1939 now duly recorded among the land record books of said county in Liber A. S. G., jr. No. 1, on folios 497 etc.

WHEREAS the said Madison Brown as such assignee is about to sell the mortgaged land and property under the power of sale conferred upon him by said mortgage because of the defaults mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bound 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, the the above obligation shall be void, otherwise it is to be and remain in full force and virtue in law.

MADISON BROWN (SEAL)
Madison Brown

AMERICAN SURETY COMPANY OF NEW YORK
(American Surety Company of New York)

Signed, sealed
and delivered
in the presence of

By MADISON BROWN
Madison Brown its Attorney in Fact.

DELHA DANCY ROLPH
Delha Dancy Rolph.

Corporate
Seal's
Place.

On the Back of the foregoing Bond was thus endorsed, to wit:

Bond filed and Security approved April 25th, 1940

A. Sydney Gadd Jr. Clerk

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

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 154, 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 Twenty Second day of May, in the year nineteen hundred and forty.

Seal's
Place.

A. SYDNEY GADD JR. Clerk

STATEMENT OF MORTGAGE CLAIM
Filed May 22, 1940

MADISON BROWN, Assignee of FEDERAL FARM MORTGAGE CORPORATION, a body corporate	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY, MARYLAND
JOEL T. McGINNESS, WIDOWER, and FRANK S. McGinness single	:	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 Joel T. McGinness, widower and Frank S. McGinness, single, dated April 18, 1935, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber W. H. C. No. 1-A, folio 285:

Unpaid balance as of 10/16/37.....	\$4100.00
Interest @ 4% to 7/12/39.....	285.63
Advances by Federal Farm Mortgage Corporation for instalments on prior mortgage in favor of The Federal Land Bank of Baltimore..	\$452.81
Taxes advanced 3/3/38.....	203.87
Interest on above items to 7/12/39..	25.10
Interest on principal items @ 5% from 7/12/39 to 5/14/40.....	200.57
Installment on prior mortgage 10/16/39.	166.29
Interest thereon to 5/14/40.....	4.83
Installment on prior mortgage 4/16/40.....	166.46
Interest thereon to 5/14/40.....	338.25
	<u> </u>
Total as of 5/14/40	\$5606.23

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:-

I hereby certify that on this 7th day of May, 1940, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of The Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-fact of said Federal Farm Mortgage Corporation under Power of Attorney dated June 28, 1934, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber W. H. C. 7-A, folio 596, and made oath in due form of law that the foregoing 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, other than above noted.

AS WITNESS, my hand and Notarial seal the day and year first above written.

NELLIE EISINGER
Notary Public.
My commission expires May 5, 1941

Notary
Public
Seal.

Filed May 22, 1940.

REPORT OF SALE
Filed May 29, 1940.

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

Madison Brown, Assignee of Federal Farm Mortgage Corporation,	)	Chancery Docket,
versus)	
Joel T. McGinness, widower,)	
Frank S. McGinness, single.	)	Cause No. 3220.

To the Honorable, the Judges of said Court:

The report of Madison Brown, assignee of Federal Farm Mortgage Corporation, the plaintiff of this cause, who will for brevity hereinafter call himself "assignee and vendor", unto Your Honors respectfully sets forth:-

(1) That Joel T. McGinness and Frank S. McGinness, the defendants, who will hereinafter be called "Mortgagors", by a Mortgage bearing date April 18, 1935 conveyed unto The Land Bank Commissioner, certain land in said mortgage described to secure unto the said Commissioner the payment of the debt therein described and certain interest thereon according to the plan of payment of the same as set out in said mortgage.

A. This mortgage was duly recorded among the Land Record Books of Queen Anne's County in Liber W. H. C. No. 1-A, on folios 285.

B. A certified copy of said mortgage has been filed in the proceedings of this cause marked "Exhibit A".

C. This mortgage will hereinafter be called or referred to as "The Land Bank Commissioner's mortgage".

D. The land conveyed by said mortgage will hereinafter be referred to as "the mortgaged land" and the same is located in Queen Anne's County aforesaid.

(2) That the said "Land Bank Commissioner's Mortgage" above mentioned and the note and debt therein described became vested by Acts of Congress in the Federal Farm Mortgage Corporation (a body corporate) and this body corporate by a Deed of Assignment dated July 22, 1939, duly recorded among the land record books of Queen Anne's County assigned said mortgage unto your assignee and vendor for the purpose of foreclosure and collection because the mortgagors had default in the terms and covenants of said mortgage.

A certified copy of said Deed of Assignment endorsed "Exhibit B" has been filed in this cause.

(3) That the said "Land Bank Commissioner's Mortgage" was made subject to a prior mortgage dated the 18th. day of April, 1935 given by the said or same mortgagors to the Federal Land Bank of Baltimore and then a valid lien on the mortgage property, and this prior mortgage will hereinafter be called or referred to as "The Federal Land Bank Mortgage". This last mentioned mortgage was duly recorded among the land record books of Queen Anne's County in Liber W. H. C. No. 1A, on folios 281 etc.

(4) That as will appear by reference to "Exhibit A" mentioned above the Land Bank Commissioner's Mortgage contains a power of sale of the mortgaged property to be exercised by the mortgagee therein named, his successors and/or assigns in case default should be made by the mortgagors in their covenants set out in said mortgage.

(5) That prior to the time of filing the bond hereinafter mentioned the mortgagors had committed default in the terms and covenants of "The Land Bank Commissioner's Mortgage" by reason of the non-payment when due of certain instalments of the mortgage debt as well as by non-payment when due of certain state and county taxes levied on the mortgaged property for year 1938 and year 1939.

(6) That prior to the day of sale hereinafter mentioned this assignee and vendor gave more than twenty days previous notice of the time, place, manner and terms of the sale hereinafter mentioned by advertising the said sale once a week for four successive weeks in the Queen Anne's Record-Observer, a weekly newspaper, published in Queen Anne's County on each Thursday, a copy of said advertisement bearing certificate of the publishers of said newspaper as to fact of publication is attached to this report as part of the same.

(7) That prior to the day of sale hereinafter mentioned this assignee and vendor filed with the Clerk of the Court a bond to the State of Maryland executed by himself and The American Surety Company of New York (a corporation) in the penal sum of \$5,500.00, containing the condition required by the law of Maryland relative to the foreclosure of said mortgage.

This bond was accepted, approved and filed by said Clerk and a copy thereof is now on file in the papers of this cause.

(8) That pursuant to the advertised notice of sale this assignee and vendor did attend in front of the Court House door in the town of Centreville in Queen Anne's County, State of Maryland, on Tuesday, May 14, 1940, at the hour of 2 o'clock P. M., with J. E. Anthony, his auctioneer who announced openly and to the public assembled that this assignee and vendor would proceed to make the sale advertised to be made at said place, at this time.

(9) That after this announcement by the auctioneer this assignee and vendor read the advertisement of the sale and then made the following announcement, to wit:

- A. That the property advertised to be sold was that described in the Land Bank Commissioner's Mortgage.
- B. That the same would be sold under the advertised terms.
- C. That the property to be sold would be sold subject to the mortgage given by the mortgagors to the Federal Land Bank.
- E. That the Federal Land Bank Mortgage bore the date April 18, 1935 and was recorded in Land Record Book W. H. C. No. 1-A fol. 281.
- F. That the unpaid balance of said mortgage as of April 16, 1940,
was \$ 6,713.38
and interest at 4 1/4% from April 16, 1940
to May 14, 1940 was 22.98
making a total due of \$ 6,736.36
- G. That the purchaser may pay the amount due to Federal Land Bank in addition to his bid.

(10) That after the above announcement had been made this assignee and vendor read aloud to the public the statement headed "Paid in Full Statement", same being an account between mortgagors and The Federal Land Bank containing above figures and attached to this report of sale as part hereof.

(11) That after the above mentioned announcements and the reading of the statement last mentioned had been concluded your assignee and vendor offered the mortgaged property as and according to the advertisement at public sale to the highest bidder, and he then and there, to wit: on Tuesday, May 14, 1940, at hour of 2.00 P. M. in front of the Court House above mentioned, sold said mortgaged property unto the Federal Farm Mortgage Corporation, the body corporate hereinbefore mentioned, same being then and there the highest bidder therefor, at and for the sum of two thousand dollars.

Note: The report states the amount of the sale to be \$2000.00

Respectfully submitted

MADISON BROWN
Assignee and Vendor.
Madison Brown

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

I hereby certify that on this 29th day of May in the year nineteen hundred and forty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, assignee and vendor above named and he did make oath in due form of law that the matters and thing set forth in the foregoing report of sale are true as therein stated to the best of his knowledge and that the sale therein mentioned and reported was fairly made.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for
Queen Anne's County.

Filed May 29, 1940

PAID IN FULL STATEMENT

Joel T. McGinness,
Queen Anne's County, Md.

TO

THE FEDERAL LAND BANK OF BALTIMORE

FLB-38882

Unpaid balance as of 4/16/40.....	\$6,713.38
Interest @ 4 1/4% from 4/16/40 to 5/14/40.....	22.98
	<hr/>
Total	\$6,736.36

Interest at \$.793 per day from 5/15/40 until paid

Date of mortgage - April 18, 1935
Recorded Liber W. H. C. 1-A, folio 281.
Interest rate provided by mortgage - 4 1/4%
Amount - \$6,900.00

Terms of payment - 68 semi-annual installments of \$191.82 and a final installment of \$143.69, these installments cover both principal and interest. Installment dates - April 16th and October 16th. Installment date 10/16/40 in the amount of \$191.81, representing both principal and interest on the unpaid balance of \$6,713.38, at the rate of 4½%.

Note: The Land Bank loan is to be assumed by the purchaser.

CERTIFICATE OF ADVERTISEMENT
OF SALE
Filed May 29, 1940

C. C. Seymour
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 Joel T. McGinnis, widower, and Frank S. McGinnis, single, to the Land Bank Commissioner, dated April 18, 1935, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber W. H. C. No. 1-A, folio 285, 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, MAY 14th, 1940, At 2:00 P. M.

All that farm property consisting of four tracts of land, all situate in the Seventh Election District of Queen Anne's County, State of Maryland, and containing in the aggregate 466 acres, more or less, the first two of said tracts, containing 134 acres, more or less, are located on the public road leading from Millington to Chestertown. The 164 acre tract is located on the Crumpton road and the 167 acre tract on the road leading from Chestertown to I. B. The farm is located about five miles east from Chestertown. BEING all and the same property which was conveyed to the said Joel T. McGinnis by deed from William McGinnis, dated July 27, 1885 and recorded among the aforesaid Land Records in Liber S. C. D. No. 6, folio 386, by deed from Lemuel C. McGinnis, dated December 21, 1887 and recorded among the aforesaid Land Records in Liber W. D. No. 1, folio 121 and by deed from Harry F. McGinnis et al, dated December 8, 1934 and recorded among the aforesaid Land Records in Liber B. H. T. No. 18 folio 519; part of which was conveyed to said Joel T. McGinnis and Frank S. McGinnis by deed from Charles B. Ford, et al, dated February 20, 1925 and recorded among the aforesaid Land Records in Liber B. H. T. No. 4, folio 140, BEING ALSO all and the same property covered by the mortgage first herein mentioned, to which deeds and mortgage reference is hereby made for a more particular description of this land.

This farm is suitable for cultivation with crops raised in this county and locality. There are 366 acres suitable for cultivation and the balance pasture and woodland. The property is improved by several dwellings, barns, granary, silo and other outbuildings.

The property will be sold subject to the legal operation and effect of a prior mortgage to The Federal Land Bank of Baltimore, the terms of which and the balance due thereon will be announced at the time and place of sale.

TERMS OF SALE.

\$500.00 cash at the time and place of sale, balance upon final ratification of said sale by the Circuit Court of said County. Deed and title papers at cost of purchaser. Taxes for current year to be assumed by purchaser.

MADISON BROWN,
Assignee.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 13, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Public Sale (Assignee's Sale) in the case of mortgage from Joel T. McGinnis, Frank S. McGinnis to Land Bank Commissioner 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 April, 1940, being more than four successive weeks before the 14th day of May 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

Filed May 29, 1940.

By CLEO C. GREEN

N I S I

Madison Brown, Assignee) IN THE CIRCUIT COURT
)
 VS.) FOR QUEEN ANNE'S COUNTY
)
 Joel T. McGinness, widwer) IN EQUITY
 Frank S. McGinness, single,)
) CHANCERY No. 3220

ORDERED, This 29th day of May A. D., 1940, that the sale of real estate made and reported in this cause by Madison Brown, Assignee and Vendor, 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 1st. day of July next.

The Report states the amount of sales to be \$2000.00

Filed May 29, 1940

A. SYDNEY GADD JR. Clerk.

Filed May 29, 1940

CERTIFICATE OF PUBLICATION OF ORDER NISI
 Filed July 31, 1940

N I S I

MADISON BROWN, Assignee
 vs.
 JOEL T. MCGINNESS, widower
 FRANK S. MCGINNESS, single,

In The Circuit Court for Queen Anne's County, In Equity. Chancery No. 3220

ORDERED, This 29th day of May A. D., 1940, that the sale of real estate made and reported in this cause by Madison Brown, Assignee and vendor, 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 1st day of July next.

The Report states the amount of sales to be \$2000.00.

A. SYDNEY GADD, JR., Clerk.

True Copy-

Test: A. SYDNEY GADD, JR., Clerk

Filed May 29, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 30, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Madison Brown, Assignee vs. Joel T. McGinness, widower Frank S. McGinness, single 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 May, 1940, being more than four successive weeks before the 1st day of July 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

ORDER OF COURT
 Filed July 31, 1940

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

Madison Brown, assignee
 versus
 Joel T. McGinness et al.

Chancery Docket, Cause No. 3220

Ordered, on this 31st day of July in the year nineteen hundred and forty by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the sale of the mortgaged real estate of Joel T. McGinness and Frank S. McGinness mortgagors as made by Madison Brown, assignee of mortgage according to the within and foregoing report of said sale filed by the said Madison Brown, assignee,

be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having shown, although notice appears to have been given in accordance with the order nisi heretofore passed in this cause with regard to the said sale, and it is further ordered that the papers of this cause be and the same are hereby referred to Richard T. Earle as special auditor with instructions unto him to state and return to this court an account or audit between the proceeds of said sale and the said Madison Brown, assignee and vendor.

THOMAS J. KEATING

Filed July 31st, 1940

AUDIT
Filed Aug. 17, 1940

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

Madison Brown, assignee,)	
versus	)	Chancery Docket
Joel T. McGinness,)	
Frank S. McGinness,)	
mortgagors.	)	Cause No. 3220.

To the Honorable, the Judges of said Court:

The report of Richard T. Earle as special auditor appointed to state the within account unto Your Honors respectfully sets forth:-

1. That before stating the within account he first took before the Clerk of the Court that oath required by him as said auditor.
2. That he has stated the within account between Madison Brown, assignee, as vendor making the sale in this cause reported on one side and the proceeds of the sale of this cause reported by him on the other side by first charging the vendor with the gross amount of the sale made by him and then by allowing thereout as follows:-

Unto Madison Brown, vendor, fifty dollars for his compensation for making the sale, Clerk's cost, cost of advertising sale and several orders nisi of the cause, costs of bond filed, charges of auctioneer crying sale and the fee of this auditor.

Unto Madison Brown as assignee to foreclose the amount of the gross sale so charged remaining after these allowances to be paid by him to the owner of the mortgage debt when the sale of this cause was made, The Federal Farm Mortgage Corporation, on account of its claim; for the sum mentioned is insufficient to pay the debt in full.

The auditor appends statement showing balance due by mortgagors to said corporation as of day of sale but after the application to the mortgage debt of the sum mentioned.

The vendor requested the auditor to allow him \$50.00 for his compensation in lieu of compensation by the mortgage provided and the auditor has done so as this sum is less than the compensation of sale provided him by the mortgage.

Which is respectfully submitted,

RICHARD T. EARLE
Special Auditor.

August 17th, 1940.

CAUSE NO. 3220.

The proceeds of the sale of the mortgaged real estate of Joel T. McGinness and Frank S. McGinness, mortgagors making the mortgage mentioned in this cause, IN ACCOUNT WITH Madison Brown, assignee of said mortgage and vendor making the sale reported in this cause under said mortgage.

1940	CR.	
May		
14	By amount of the gross sale of said mortgaged real estate, made this date, per report of sale filed herein, to wit: sum of	\$ 2,000.00

DR.

- " " To Madison Brown, vendor as aforesaid for compensation for making the sale in lieu of the commissions and fees (including appearance fee) provided therefor by terms of said mortgage, the sum of . . . \$50.00
- " " To do., for amount paid Queen Anne's Record-Observer Publishing Co. for costs of advertising in its county paper notices of the sale and order nisi passed on the sale, per receipted account exhibited to the auditor, the sum of 55.63

To do., for amount of the costs due A. S. Gadd, jr. clerk for recording these proceedings etc., paid him per receipted statement of costs exhibited to the auditor, the sum of 29.85

To do., for the amount of the costs of his bond filed in this cause paid corporate surety thereon, per receipted account for same exhibited to the auditor, the sum of 22.00

To do., for the amount paid J. E. Anthony for crying the sale per the receipted account for same exhibited to the auditor, the sum of 10.00

To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

To do., for the amount paid to Richard T. Earle as special auditor for stating this audit per his receipt for same exhibited, the sum of 9.00

\$179.98

To Madison Brown, assignee of the mortgage for purpose of foreclosure, to be paid by him to Federal Farm Mortgage Corporation, owner of the mortgage debt as successor of the Land Bank commissioner named in the mortgage above mentioned, this balance being the net proceeds of the said sale, to wit: the sum of \$1,820.02
\$2,000.00 \$2,000.00

RICHARD T. EARLE
Special Auditor

August 17th, 1940.

CAUSE NO. 3220.

Auditor's Statement of Mortgage Debt.

Joel T. McGinness and Frank S. McGinness, mortgagors to Federal Farm Mortgage Corporation, mortgagee DR.

1940
May
14

To amount due this date, the day of the sale of the mortgaged land, by them to Federal Farm Mortgage Corporation, owner of the mortgage debt, under the mortgage from them dated April 18, 1935, recorded in land record, Liber W. H. C. No. 1-A, on folio 285, per statement of mortgage debt filed in this cause by said Corporation, to wit: sum of \$ 5,606.25

CR.

" " By amount distributed to said corporation on account of the said mortgage debt by preceding account of this auditor, to wit:- 1,820.02

DR.

" " To balance due by said mortgagees to said corporation \$ 4,786.23

This balance bears interest from
May 14-1940

RICHARD T. EARLE
Special Auditor.

August 17th, 1940.

Filed August 17, 1940

NISI RATIFICATION OF AUDIT

Madison Brown, assignee)
VS) IN THE CIRCUIT COURT
Joel T. McGinness and) FOR QUEEN ANNE'S COUNTY
Frank T. McGinness, mortgagors) IN EQUITY
) CASE No. 3220.

ORDERED, This 17th. day of August in the year nineteen hundred and 40 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 24th. day of September, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of September, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed August 17th., 1940.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Sept. 20, 1940

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee
VS
Joel T. McGinness and Frank T. McGinness, mortgagors

In the Circuit Court for Queen Anne's County In Equity Case No. 3220

ORDERED, This 17th day of August in the year nineteen hundred and forty 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 24th day of Sept., 1940, provided a copy of this order be published once a week in each of two successive weeks before the 7th day of Sept., 1940, in some newspaper printed and published in Queen Anne's County, Maryland.

A. SYDNEY GADD, JR. Clerk
True Copy;
Test-A. SYDNEY GADD, Jr. Clerk
Clerk of the Circuit Court for
Queen Anne's County.

Filed August 17th, 1940.

Queenstown, Queen Anne's County, Md.
September 17, 1940.

I, Michael W. Aker do hereby certify that I am the publisher of a weekly newspaper published on Firday of each week in QUEENSTOWN, Queen Anne's County, Maryland. And I further certify that the annexed NISI RATIFICATION OF AUDIT IN THE CASE OF MADISON BROWN - ASSIGNEE VERSUS JOEL T.MCGINNESS IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY, CASE No. 3220, a true copy of which is hereunto annexed was published once a week in each of two successive weeks before the 7th. day of September, 1940 in the said newspaper called as aforesaid The Queenstown News.

MICHAEL W. AKER
Michael W. Aker,
Publisher.

Filed Sept. 20, 1940.

ORDER OF COURT
Filed Sept. 30, 1940

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

Madison Brown, assignee,) CAUSE
versus)
Joel T. McGinness et al.,) Number 3220.

Order of Court:

Ordered, on this 30th day of September, in the year nineteen hundred and forty 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 as Special Auditor be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi hereto-fore passed in this cause in relation to said report and account and Madison Brown, the party making the sale in the Cause be and he is hereby authorized and directed to apply the proceeds of the sale in accordance therewith with a due proportion of the interest received or to be received on the credit sales to the vendor's fee and to the claim of the mortgagee filed in the cause.

THOS. J. KEATING

Filed Sept. 30, 1940.

CAUSE NO. 3221.

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

HARRISON W. VICKERS, JR.
Attorney-at-Law
Chestertown, Maryland

August 31, 1939.

Mr. A. Sydney Gadd,
Clerk of the Circuit Court,
Centreville, Maryland.

Dear Mr. Gadd,

Inclosed find Mortgage of George and Sallie Raisin to John P. Ahern, which Mortgage has been assigned to me for collection. Kindly record the assignment and docket the case, etc. as per authority filed on attached order.

Very truly yours,

Harrison W. Vickers

HWV:L

Filed Sept. 1, 1939

Harrison W. Vickers,
Attorney and Assignee

VS.

George Raisin
Sallie Raisin, his wife

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

:
: In Equity No. 3221.
:

A. SYDNEY GADD, Clerk:

Enter the above entitled case, make certified copy of the Mortgage and assignments and enter my appearance for the Complainant.

.....
Attorney and Assignee.

CERTIFIED COPY OF MORTGAGE
Filed Sept. 1, 1939

.....
#10,081. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on the third day of August, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 31st. day of July, in the year nineteen hundred and twenty-three, by George Raisin and Sallie Raisin, his wife of Queen Anne's County, in the State of Maryland.

WHEREAS, John P. Ahern of Millington, Kent County, Maryland has loaned and advanced to the said George Raisin and Sallie Raisin, his wife, the full and just sum of Four Hundred and Seventy-one Dollars (\$471.00), for which said sum they have passed unto the said John P. Ahern their joint and several promissory notes bearing even date herewith and payable to The Millington Bank four months after date, with interest from date.

AND WHEREAS, as a condition precedent to the making of said loan and the acceptance of said note, it was agreed that this mortgage should be executed to secure the payment thereof as represented by said note and any and all renewals and part renewals thereof, including renewals of renewals, whether in whole or in part of the original or any renewal thereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH That, for and in consideration of the premises and of the said sum of Four Hundred and Seventy-one Dollars (\$471.00), the said George Raisin and Sallie Raisin, his wife, do hereby grant and convey unto John P. Ahern, his heirs and assigns, in fee simple, the following real estate, to wit:-

PARCEL #1:- ALL that lot or parcel, tract or part of tract of land situate, lying and being in the First Election District of Queen Anne's County, aforesaid, and described as follows, that is to say: Beginning for the same on the Northern side of the public road leading from Millington, in Kent County, Maryland, to Blanco, in Kent County, Delaware, and east of Andover Branch, adjoining the lands formerly owned by Edward J. Turner, and containing TWELVE ACRES, THREE RODS AND SEVEN PERCHES of land more or less. Being the same and all the land described in the deed to George Raisin from Clarence S. Hurlock and wife, dated October the eleventh, nineteen hundred and fifteen, and recorded in Liber W. F. W. #8, Folio 20, a land record book for Queen Anne's County.

PARCEL #2:- ALL that lot, tract or parcel of land which the late Edward J. Turner died, seized and possessed, situate, lying and being being in the First Election District of Queen Anne's County, aforesaid on the public road leading from Millington to Blanco, adjoining the lands of the heirs of David Thompson and the Mill property of Emanuel Peters, and containing by a recent survey TWENTY SIX ACRES, ONE ROOD AND TWENTY PERCHES of land, being the same tract of land conveyed unto the said Clarence L. Turner by Edwin H. Brown, Jr., Trustee by deed dated the twenty-first day of February, nineteen hundred and eleven, and recorded in Liber S. S. #9, Folio 473, a land record book for Queen Anne's County, to which said deed and the reference therein contained, reference is hereby made by a more full and perfect description of the property hereby conveyed, excepting and reserving unto one Henry Steinke, his heirs and assigns, full, and free right and liberty in all times hereafter in common with all other persons who may hereafter have the like right to use it all times the right of way if now laid down with or without vehicle or animal, from and to the public road leading from Millington to Blanco, over and across the land herein before described to the upper dam of the Andover Mill property which has been hereinbefore conveyed to the said Steinke by the said Clarence L. Turner for the sole purpose and right of repairing, mending and keeping in repair the upper dam of the said Andover Mill property, and for no other purpose whatsoever. Being the same and all the land described in the deed to George Raisin from Clarence L. Turner, and dated December twenty second nineteen hundred and seventeen, and recorded in Liber W. F. W. #11, Folio 347, a land record book for Queen Anne's County.

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 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 Four Hundred and Seventy-One Dollars (\$471.00), and the interest to accrue thereon, as represented by the said original promissory note, and any and all renewals and part renewals thereof, including renewals of renewals and part renewals, as above set forth, and shall perform all the covenants, conditions and agreements therein on his, her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, their heirs and assigns, shall possess said property.

AND the said Mortgagors, for themselves and for their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mortgagee, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above

granted the said Mortgagee, his executors, administrators, or assigns, or 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 of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions, the said Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the Mortgagors.

George Raisin (SEAL)

TEST:-

Sallie Raisin (SEAL)

Victor Stevens

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I HEREBY CERTIFY That, on this 31st day of July, in the year nineteen hundred and twenty-three, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, duly commissioned and qualified, personally appeared, George Raisin and Sallie Raisin, his wife, the mortgagors above named, and acknowledged the foregoing mortgage to be their respective act and deed.

And at the same time also before me personally appeared John P. Ahern the mortgagee above named and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide and therein set forth.

Witness my hand and Notarial Seal.

Victor Stevens
Notary Public.

Notary
Public
Seal.

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

For value rec'd. I hereby assign the within mortgage and mortgage debt unto James E. Higman & Sons without recourse.

Witness my hand and seal this 11th. day of October, 1923.

witness: Margaret E. Tobin

John P. Ahern (Seal)

Queen Anne's County, to wit: Be it remembered that on the twenty second day of December in the year nineteen hundred and thirty eight, the following assignments were brought to be recorded, to wit:

For value Received, We hereby assign the within Mortgage and mortgage debt, unto Samuel George Raisin, less a credit of (205.17) Two Hundred Five and 17/100, on the original.

Witness my hand and seal this 20th day of December, 1938.

Witness: N. A. Wallen

J. E. Higman Sons (Seal)
by J. W. Higman

For value Received, I hereby assign, my interest in the within mortgage and mortgage debt unto the Millington Building and Loan Association of Kent County, Md. as collateral security to a note of (\$284.33) Two Hundred Eighty Four and 33/100, on this 20th day of December, 1938.

Samuel George Rasin (SEAL)

Witness: N. A. Wallen.

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

The Millington Building and Loan Association of Kent County, a body corporate, hereby assigns the within and foregoing mortgage unto Harrison W. Vickers, Attorney, for foreclosure and collection.

As witness the hands of its President and the seal of the body corporate, this 29th day of August, 1939.

The Millington Building and Loan
Association of Kent County, Md.

Leonard Wilson, President
Leonard Wilson, President

Attest:

N. A. Wallen, Sec'y.
N. A. Wallen, Sec'y.

Corporate Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 11, folios 94, 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 First day of September, in the year nineteen hundred and thirty nine.

A. SYDNEY GADD JR. Clerk

Seal's
Place.

CERTIFIED COPY OF BOND
Filed October 28, 1939

Queen Anne's County, to wit: Be it remembered that on the twenty eighth day of October in the year Nineteen Hundred and thirty-nine the following Bond was filed for record, to wit:

Know all men by these presents, That we, Harrison W. Vickers as principal, and the United States Fidelity and Guaranty Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland as Surety are held and firmly bound unto the State of Maryland, in full and just sum of Seven Hundred Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of 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 25th day of October, in the year of our Lord Nineteen Hundred and thirty Nine. Whereas the above bounden Harrison W. Vickers, by virtue of the power contained in the first mortgage from George Raisin and Sallie Raisin, his wife, to John P. Ahern, dated July 31st, 1923, and recorded among the Land Records for Queen Anne's County, Maryland in Liber J. F. R. No. 11, folio 94, a Land Record Book for Queen Annes County, Maryland, which said Mortgage was by mense assignments assigned to Harrison W. Vickers for purpose of foreclosure and collection, default having been made in payment of the money as specified, and in conditions and covenants therein contained. The condition of the above obligation is such, that if the above bounden Harrison W. Vickers Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity than the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof the above bounden Harrison W. Vickers has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Agent. Attested by its Atty. in fact, the day and year first herein above written.

HARRISON W. VICKERS (SEAL)
Harrison W. Vickers

United States Fidelity and Guaranty Company
of Baltimore Maryland

Corporate
Seals
Place.

By WM. BELT TOWNSHEND
Atty in Fact
W. Belt Townsend

Filed Oct. 28, 1939.

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

Bond filed with Security approved, this 28th day of Oct. 1939.
A. Sydney Gadd, Jr. Clerk

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 86 &c., a Bond Record Book for QUEEN Anne's County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 28th day of October, A. D. 1939

Seal's
Place.

A. SYDNEY GADD, Clerk.

REPORT OF SALE
Filed Dec. 5, 1939.

Harrison W. Vickers, Attorney and Assignee	:	In the Circuit Court for Queen Anne's County, Maryland	
vs.	:		
George Raisin Sallie Raisin, his wife	:	In Equity	No. 3221

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Harrison W. Vickers, Attorney and Assignee of the Mortgage from George Raisin and Sallie Raisin, his wife to John P. Ahern dated July 31, 1923 and recorded among the Land Records for Queen Anne's County, Maryland, in Liber J. F. R. No. 11, Folio 94, which said Mortgage by mense assignments was assigned to the said Harrison W. Vickers, Attorney and Assignee for the purpose of collection and foreclosure, default having occurred in the Mortgage by the non-payment of Mortgage when due, interest and taxes, and the said Harrison W. Vickers, Attorney and Assignee of said Mortgage in conformity with the authority and power of sale in said Mortgage contained, and after having given Bond with security for the faithful performance of his trust and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland for a least twenty days before the day of sale, your Attorney and Assignee, did pursuant to said notice, offer in front of the Court House Door in Centreville, Maryland, on Saturday, October 28, 1939 at two o'clock P. M., the first parcel of land and received a bid of Two hundred dollars on same, which bid was held up and parcel number two was offered and he received a bid of Two hundred fifty dollars on same, which bid was held up and then he offered the two parcels as a whole and received a bid of Seven hundred Dollars (\$700.00) from Harvey A. Jackson, he being the highest bidder thereon and the said property was sold to him and is described as follows:

ALL those two parcels of land situated in Queen Anne's County, Maryland.

PARCEL No. 1. All that lot or parcel, tract or part of tract of land situate, lying and being in the First Election District of Queen Anne's County aforesaid, and described as follows, that is to say:
Beginning for the same on the Northern side of the public road leading from Millington, in Kent County, Maryland to Blanco, Kent County, Delaware and east of Andover Branch, adjoining the lands formerly owned by Edward J. Turner, and containing Twelve Acres, Three Rods and Seven Perches of land, more or less.
BEING the same and all the land described in the Deed to George Raisin from Clarence S. Hurlock and wife, dated October 11, 1915 and recorded in Liber W. F. W. No. 8, Folio 20, a Land Record Book for Queen Anne's County.

PARCEL NO. 2. All that lot, tract or parcel of land of which the late Edward J. Turner died, seized and possessed, situate, lying and being in the First Election District of Queen Anne's County aforesaid, on the public road leading from Millington, to Blanco, adjoining the lands of the heirs of David Thompson and the Mill property of Emanuel Peters, and containing by a recent survey 26 Acres, 1 Rood and 20 Perches of land. Excepting and reserving unto one Henry Steinke, his heirs and assigns, full and free right and liberty in all times hereafter in common with all other persons who may hereafter have the like right to use it all times the Right of Way as now laid down, with or without vehicle or animal from and to the public road leading from Millington to Blanco, over and across the land herein before described to the upper dam of the Andover Mill property which has been hereinbefore conveyed to the said Steinke by the said Clarence L. Turner for the sole purpose and right of repairing, mending and keeping in repair the upper dam of the said Andover Mill property, and for no other purpose whatsoever, Being the same property described in a deed to George Raisin from Clarence L. Turner, dated December 22, 1917 and recorded among the Land Records for Queen Anne's County in Liber W. F. W. No. 11, Folio 347.

And your Attorney and Assignee further reports that the said Harvey A. Jackson has made satisfactory arrangements and settlement for said property and that he deems the said sale to have been fairly made and prays the usual order thereon.

Respectfully submitted,

HARRISON W. VICKERS
Harrison W. Vickers
Attorney and Assignee

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd. day of December, in the year of our Lord Nineteen Hundred and Thirty-nine, before me the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Harrison W. Vickers, Attorney and Assignee and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the seal was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ENNA B. LEWIS
Enna B. Lewis
Notary Public.

Filed Dec. 5, 1939

N I S I

Harrison W. Vickers	)	IN THE CIRCUIT COURT
Attorney and Assignee)	
	)	FOR QUEEN ANNE'S COUNTY
VS.)	
	)	IN EQUITY
George Raisin and)	
Sallie Raisin, his wife.	)	CHANCERY No. 3221.

ORDERED, This 5th day of December A. D., 1939, that the sale of Real Estate made and reported in this cause by Harrison W. Vickers, Attorney and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 6th day of January next.

THE Report states the amount of sales to be \$700.00.

A. SYDNEY GADD JR. Clerk.

Filed December 5th, 1939.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed March 16, 1940

ATTORNEY'S AND ASSIGNEE'S SALE
OF VALUABLE REAL ESTATE

Under and by virtue of the power of sale contained in a Mortgage from George Raisin and Sallie Raisin, his wife to John P. Ahern, dated July 31, 1923 and recorded among the Land Records for Queen Anne's County, Maryland in Liber J. F. R. No. 11, Folio 94, a Land Record Book for Queen Anne's County, Maryland, which said mortgage was by mense assignments assigned to the undersigned Attorney and Assignee for the purpose of collection and foreclosure; default having occurred, and the said Attorney and Assignee will offer at public sale at the front door of the Court House in Centreville, Maryland, on SATURDAY, OCTOBER 28, 1939 At Two O'clock P. M.

All those two parcels of land situated in Queen Anne's County as follows:

PARCEL No. 1. All that lot or parcel, tract or part of tract of land situate, lying and being in the First Election District of Queen Anne's County aforesaid, and described as follows, that is to say: Beginning for the same on the Northern side of the public road leading from Millington, in Kent County, Maryland to Blanco, Kent County, Delaware, and east of Andover Branch, adjoining the lands formerly owned by Edward J. Turner, and containing TWELVE ACRES, THREE RODS and SEVEN PERCHES of land, more or less. Being the same and all the land described in the Deed to George Raisin from Clarence S. Hurlock and wife, dated October 11, 1915 and recorded in Liber W. F. W. No. 8, Folio 20, a Land Record Book for Queen Anne's County.

PARCEL NO. 2. All that lot, tract or parcel of land of which the late Edward J. Turner died, seized and possessed, situate, lying and being in the First Election District of Queen Anne's County aforesaid, on the public road leading from Millington to Blanco, adjoining the lands of the heirs of David Thompson and the Mill property of Emanuel Peters, and containing by a recent survey 26 ACRES, 1 ROOD and 20 PERCHES of land, Excepting and reserving unto one Henry Steinke, his heirs and assigns, full and free right and liberty in all times hereafter in common with all other persons who may hereafter have the like right to use it all times the Right of Way as now laid down, with or without vehicle or animal from and to the public road leading from Millington to Blanco, over and across the land herein before described to the upper dam of the Andover Mill property which has been hereinbefore conveyed to the said Steinke by the Said Clarence L. Turner for the sole purpose and right of repair-

ing, mending and keeping in repair the upper dam of the said Andover Mill property, and for no other purpose whatsoever. Being the same property described in a deed to George Raisin from Clarence L. Turner, dated December 22, 1917 and recorded in Liber W. F. W. No. 11, Folio 347, a Land Record Book for Queen Anne's County.

TERMS OF SALE. One-third cash on day of sale and balance of purchase price to be paid upon the ratification of sale. The unpaid purchase money is to draw interest.

HARRISON W. VICKERS,
Attorney and Assignees.
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 16, 1940

and
THE QUEEN ANNE'S RECORD/OBSERVER PUBLISHING CO. hereby certifies that the Attorney's and Assignee's Sale in the case of George Raisin & Sallie Raisin, his wife vs. John P. Ahern 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 October, 1939, being more than four weeks before the 28th day of October, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed March 16, 1940

N I S I

HARRISON W. VICKERS
Attorney and Assignee
vs.
GEORGE RAISIN and
SALLIE RAISIN, his wife

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3221.

ORDERED, This 5th day of December A. D., 1939, that the sale of Real Estate made and reported in this cause by Harrison W. Vickers, Attorney and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 6th day of January next.

The Report states the amount of sales to be \$700.00.

A. SYDNEY GADD, JR., Clerk.

True Copy-
Test:

A. SYDNEY GADD, JR., Clerk.
Filed December 5th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 16, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO., hereby certifies that the Nisi in the case of Harrison W. Vickers, Atty. & Assignee vs. George Rasin and Sallie Rasin, 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 7th day of December 1939, being more than four weeks before the 6th day of January 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING
CO.

By CLEO C. GREEN

STATEMENT OF MORTGAGE INDEBTEDNESS
Filed March 16, 1940

Harrison W. Vickers, Attorney and Assignee : In the Circuit Court for Queen Anne's County, Maryland.

VS.

George Raisin : In Equity No. Sallie Raisin, his wife :

George Raisin and Sallie Raisin, his wife

TO Harrison W. Vickers, Attorney and Assignee DR.

To amount due under Mortgage from George Raisin and Sallie Raisin, his wife to John P. Ahern dated July 31, 1923 and recorded among the Land Records for Queen Anne's County, Maryland in Liber J. F. R. No. 11, Folio 94 and assigned to the Millington Building and Loan Association and subsequently assigned to Harrison W. Vickers, Attorney for the purpose of foreclosure \$284.38

To amount of Interest due on Mortgage to October 28, 1939, the day of sale 6.25 \$290.63

Millington Building and Loan Asso.

BY: N. A. WALLEN, Secretary (SEAL) N. A. Wallen, Secretary.

Corporate Seal.

STATE OF MARYLAND, KENT COUNTY, To wit:

I HEREBY CERTIFY, that on this 14th day of March in the year 1940 before me the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared N. A. WALLEN, Secretary to the Millington Building and Loan Association and he made oath in due form of law that the above Statement of Mortgage Indebtedness is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal. C. M. MELVIN JR. Notary Public

Filed March 16th, 1940.

ORDER OF COURT Filed March 19, 1940

Vickers-Assignee vs. Geo. Rasin Sallie Rasin) In the Circuit Court for Queen Annes County in Equity. No. 3221.

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, Maryland, in Equity, this 18th day of March in the year 1940, that the sale made and reported by Harrison W. Vickers, Attorney and Assignee as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Attorney and Assignee is allowed the commissions provided for in said Mortgage and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS. J. KEATING

Filed March 19th, 1940.

AUDIT
Filed October 23, 1940

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

Harrison W. Vickers, attorney, assignee,	X	CAUSE
versus	X	
George Rasin and Sallie Rasin, mortgagors.	X	NO. 3221.

To the Honorable, the Judges of said Court:

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

That the mortgage described in these proceedings was assigned unto Harrison W. Vickers, attorney, for collection and he as such assignee has made sale of the mortgaged property as will appear from his report herein filed and the proceeds of the sale so made are more than sufficient to pay the costs of the proceedings and the mortgage indebtedness in full so that there is a balance of the sale remaining after the payment of the costs and the debts.

That the auditor has charged the said assignee with the gross amount of the sale made by him and has hereout allowed as follows, to wit:

Unto the said assignee as vendor his commissions for making the sale as provided by the mortgage, the Court costs of this Cause, the costs of advertising the notice of the mortgaged sale and the several orders Nisi in the cause, certain taxes and insurance paid by this vendor, the costs of his auctioneer, the fee of the auditor; and

Unto the said assignee the full mortgage debt, principal and interest due on the day of sale, per statement filed.

The balance of the sale so charged remaining after these allowances, \$233.52 is the amount of the mortgage sale clear of the debt and costs and the same by the within account is not distributed but is stated to remain subject to the future order of this Court.

This balance or net mortgage sale has not been distributed for the auditor was informed that the mortgagor owner of the mortgaged land is dead and that proper proceedings for the distribution of this fund will be under-taken by one of his creditors or by one of his heirs.

Which is respectfully submitted.

MADISON BROWN
Auditor.

October 22, 1940.

Filed October 23rd, 1940.

CAUSE NO. 3221.

The proceeds of the sale of the mortgaged Real Estate of George Rasin, the party making the mortgage described in this Cause IN ACCOUNT WITH Harrison W. Vickers, assignee of said mortgage and as such the vendor making the mortgage sale described in the proceedings of this cause.

*	*	*	*	*	*	*	*
1939		CR.					
Oct.							
28	By amount of the gross sale mentioned per report of						
	sale of the said vendor filed in this Cause, to wit:					\$ 700.00	
1939		DR.					
Oct.							
28	To Harrison W. Vickers, vendor, for his commissions						
	for making the sale reported, per terms of the						
	said mortgage, the sum of					\$48.00	
	To do., for the Court costs of this Cause per						
	"Bill of Costs" of the Clerk						
	exhibit appears:						
	H. W. Vickers, appearance fee.....				\$10.00		
	A. S. Gadd, Clerk, his costs,.....				18.75		
	Total of these costs, to wit:.....				\$28.75	28.75	
	To do., for the costs of advertising in the Centre-						
	ville newspaper the notice of the mortgage						
	sale, as per account of publisher of said paper						
	exhibited appears, to wit: sum of					51.00	

To do., for costs of advertising in same newspaper the order nisi on the sale reported, per account of publishers of said paper exhibited appears, to wit: the sum of . . . 5.00

To do., for the amount of state and county taxes on the mortgaged real estate unpaid at time of sale and for year 1939 and since paid by vendor to the collector of taxes of Queen Anne's County, as per tax account with receipt thereon of J. Edgar Bryan, tax collector, exhibited appears, to wit: 16.52

To do., for costs of certain fire insurance obtained by mortgagee on the mortgaged property paid by vendor per receipt for same exhibited appears, to wit: the sum of . . . 4.08

To do., for amount paid by him by J. E. Anthony, auctioneer for crying the sale made per account for same with receipt thereon exhibited appears, to wit: the sum of . . . 10.00

Amounts carried forward: \$163.35 \$700.00

CAUSE NO. 3221.

Amounts brought forward: \$163.35 \$700.00

DR.

To Harrison W. Vickers, vendor for the costs of advertising the order nisi to be passed as to this audit, to wit: the sum of 3.50

To Madison Brown, auditor for stating this account, the sum of . . . 9.00

To Harrison W. Vickers, attorney for collection, the assignee of said mortgage, in full payment of the mortgage debt, principal and interest, due on the day of the sale of the mortgaged land through this cause (see statement of mortgage indebtedness filed in this cause, the sum of 290.63

\$466.48

To this balance to remain subject to the future order of this Court, to wit: sum of 233.52

\$ 700.00 \$700.00

October 22, 1940.

MADISON BROWN Auditor.

The distribution of the sum of \$290.63 mentioned above unto Harrison W. Vickers attorney for collection, the assignee of said mortgage being in error, this error is now corrected by order of the Court to read that the sum is "to be paid over to the Millington, Building and Loan Association of Kent County. January 14, 1941.

MADISON BROWN auditor.

NISI RATIFICATION OF AUDIT

Harrison W. Vickers, Attorney, Assignee, VS. George Rasin and Sallie Rasin, Mortgagors,) IN THE CIRCUIT COURT) FOR QUEEN ANNE'S COUNTY) IN EQUITY) Cause No. 3221.

ORDERED, This 23rd. day of October in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th. day of November, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 9th. day of November, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed October 23, 1940

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Jan. 2, 1941.

NISI RATIFICATION OF AUDIT

HARRISON VICKERS, Attorney
Assignée,

vs.

GEORGE RASIN and
SALLIE RASIN,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 3221.

ORDERED, This 23rd. day of October in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of November, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of November, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.

True Copy-

Test:

A. SYDNEY GADD, JR., Clerk

Filed October 23, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 2, 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Harrison Vickers assignee vs. George Rasin and Sallie Rasin 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 24th day of October, 1940, being more than two weeks before the 9th day of November 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

by EVELYN S. BUTLER

Filed Jan. 2, 1941.

PETITION OF MADISON BROWN
AUDITOR TO CORRECT AUDIT
Filed Jan. 10, 1941.

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

Harrison W. Vickers, attorney and assignee,
versus
George Rasin and Sallie Rasin.

X
X
X

CAUSE NO. 3221.

To the Honorable, the Judges of said Court:-

The Petition of Madison Brown, your Auditor unto your Honors respectfully sets forth:

(1) That it will appear from the proceedings of this cause, as follows:

- A. That the mortgage mentioned in the cause became vested by assignment in the Millington Building and Loan Association of Kent County, Maryland, a corporation.
- B. That this corporation duly assigned the said mortgage in the following language:
"Unto Harrison W. Vickers, attorney, for foreclosure and collection".
- C. That the said Harrison W. Vickers as attorney and assignee of said mortgage sold under the mortgage the mortgaged property, unto Harvey A. Jackson for \$700.00.
- D. That this Auditor filed October 23, 1940 in this Cause an audit containing the statement of the account between the proceeds of the sale and the vendor mentioned.
- E. That as will appear by reference to the audit the property sold for more than enough to pay the commissions and costs of sale and therefore the entire mortgage claim due under the mortgage on the day of sale, \$290.63 is allowable.

- F. That by the audit the Auditor distributed this sum mentioned "to Harrison W. Vickers, attorney for collection, the assignee of said mortgage, in full payment of the mortgage debt"
- (2) That your Auditor has been instructed by Judge Keating that this manner of the distribution of the mortgage is improper, that said sum of money should be distributed unto "The Millington and Loan Association of Kent County, Md., a body corporate and that the Auditor must apply to the Court to obtain permission to correct the error mentioned.
- (3) Your Auditor therefore prays the Court to grant him leave or permission to make the necessary correction and to instruct him how the same should be made.

Respectfully submited,

MADISON BROWN
Auditor.

January 10, 1941.

Filed January 10th, 1941.

ORDER OF COURT
Filed Jan. 13, 1941.

ORDER OF COURT:

The foregoing Petition has been read and considered.

It is thereupon on this 14th day of January, 1941, ordered by the Circuit Court for Queen Anne's County, in Equity, that Madison Brown, the Auditor of the Court be and he is hereby directed to correct the error contained in the audit filed in this cause by distribution of the amount, \$290.63, due on the day of sale as the amount of the mortgage debt due under said mortgage unto The Millington Building and Loan Association, body corporate, assignee of said mortgage, to be paid over to the said The Millington Building and Loan Association of Kent County.

THOS. J. KEATING

Filed Jan. 13th, 1941.

ORDER OF COURT
Filed January 14, 1941

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

Harrison W. Vickers,	)	CAUSE
versus	)	NO.
George Raisin, et al.	)	3221.

ORDER OF COURT:

Ordered, on this 14th day of January in the year nineteen hundred and forty one by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court that the within and foregoing Report and Account of Madison Brown, Auditor 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 Harrison W. Vickers the party making the sale mentioned in the proceedings is hereby directed to apply the proceeds of 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 his commissions mentioned in the account and the claims of the mortgagee as set forth in the proceedings of the cause.

THOMAS J. KEATING

Filed January 14th, 1941.

CAUSE No. 3246.

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

Queen Anne's County, to wit: Be it remembered that on the 15th day of May, in the year Nineteen Hundred and forty the following Bond was filed for record, to wit:-

Know All Men by these Presents: That we, Oliver S. Mullikin, as Principal and William N. Fleckenstein and Alberta B. Fleckenstein, his wife, as Sureties, all of Talbot County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Two Hundred (\$1,200.00) Dollars, to be paid to the Said State or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us our and each of our heirs personal representatives, successors and assigns, jointly and severally firmly by these presents, Sealed with our seals and dated this thirteenth day of May, A. D. 1940: Whereas the above bounden Oliver S. Mullikin, Assignee for foreclosure of a certain mortgage from William H. Covey and Clara E. Covey, his wife to Samuel Hamilton and J. Fletcher Clark, Trustees of the Hollbrook Estate, dated March 15th, 1926 and duly of record among the Land Record Books of Queen Anne's County, in Liber B. H. T. No. 5, folio 58 in which said Mortgage was on September 18, 1929 duly assigned for value received to William N. Fleckenstein who on April 22, 1940, assigned the same unto the said Oliver S. Mullikin for foreclosure, default having occurred in the covenants and conditions of said mortgage, is about to sell the lands and premises described therein in pursuance of the power of sale in said Mortgage contained.

The Condition of the above obligation is such That if the above bounden Oliver S. Mullikin 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 and remain in full force and virtue of law.

In Testimony Whereof the above bounden Oliver S. Mullikin William N. Fleckenstein and Alberta B. Fleckenstein, have hereto set their hands and seals, the day and year first above written.

Signed, sealed and
delivered in the presence of

ELEANOR McN. DAFFIN
Eleanor McN. Daffin

OLIVER S. MULLIKIN (SEAL)
Oliver S. Mullikin

WILLIAM N. FLECKENSTEIN (SEAL)
William N. Fleckenstein

ALBERTA B. FLECKENSTEIN (SEAL)
Alberta B. Fleckenstein

On the back of the foregoing Bond was thus endorsed, to wit:
Filed May 15th, 1940 and Bond approved
A. SYDNEY GADD, Jr. Clerk

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 156, &c., a Bond Record Book for Queen Anne's County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 15th. day of May, A. D., 1940.

Seal's
Place.

Test: A. SYDNEY GADD, JR. Clerk

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

This is to certify that William N. Fleckenstein and Alberta B. Fleckenstein, of Easton, Talbot County, State of Maryland, are to me personally known, and, if the said William N. Fleckenstein and Alberta B. Fleckenstein, his wife, were offered and submitted to me as sureties upon a bond, or recognizance, in the Circuit Court for Talbot County, Maryland, in the penalty of One Thousand Two Hundred Dollars (\$1200.00), they would be acceptable as such sureties, and the said bond, with said William N. Fleckenstein and Alberta B. Fleckenstein, his wife, as sureties thereon, would be approved by me as Clerk of the Circuit Court for Talbot County, Maryland.

Witness my hand and the seal of the Circuit Court for Talbot County, Maryland, this 13th day of May, A. D., 1940.

T. J. FAULKNER
Clerk of the Circuit Court for Talbot County, Maryland.

STATEMENT OF MORTGAGE DEBT
Filed May 15, 1940.

OLIVER S. MULLIKIN
Assignee for Fore-
closure,

vs.

WILLIAM H. COVEY and
CLARA E. COVEY, his
wife.

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

Statement of Mortgage Debt.

To principal amount of mortgage indebtedness due on
Mortgage from William H. Covey and Clara E. Covey,
his wife, to Samuel Hambleton and J. Fletcher Clark,
Trustees of the Holbrook Estate, dated March 15,
1926 and duly of record among the Land Record Books
of Queen Anne's County in Liber B. H. T. No. 5, folio
58, which said Mortgage was on September 18, 1929
duly assigned for value received to William N.
Fleckenstein; and which said Mortgage was on April 22,
1940 assigned to Oliver S. Mullikin, Assignee
for foreclosure,.....\$1,000.00
To interest at 6% from March 16, 1939 to May 18,
1940, (day of sale),--.....70.50
\$1,070.50

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this thirteenth day of May, in the year one thousand nine hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared William N. Fleckenstein, Mortgagee under the above mentioned Mortgage, and made oath in due form of law that the foregoing is a true statement of the amount due him on said mortgage claim described therein, including interest on said Mortgage to May 18, 1940, the day of sale, and that he has not received any security or satisfaction therefro, other than the Mortgage in said statement mentioned, and that the foregoing sum of \$1,070.50 is justly due and owing and that no part of the same has been paid.

AS WITNESS my hand and Notarial Seal.

ELEANOR McN. DAFFIN
Eleanor McN. Daffin
Notary Public.

Notary
Public
Seal.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS
Filed May 15, 1940.

.....
#11,793. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the fifteenth day of March, in the year nineteen hundred and twenty six, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 15th day of March in the year nineteen hundred and Twenty-six, by William H. Covey and Clara E. Covey, his wife, both of Talbot County, and State of Maryland.

WHEREAS, the said William H. Covey and Clara E. Covey has borrowed from Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate, of Talbot County, the full sum of One thousand (\$1,000.00) Dollars, the same being the balance of the purchase money for this property, with interest half-yearly, at six per cent per annum, at the expiration of Two years from the date of these presents,

to secure the payment of which sum with interest as aforesaid, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, in consideration of the premises and of the sum of one dollar, the said William H. Covey and Clara E. Covey do hereby grant and convey unto the said Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate, their successors and assigns, all that tract or part of a tract of ground, situate lying and being in the Third Election District of Queen Anne's County, Maryland, at or near the village of Burrisville and adjacent and adjoining the lands of R. J. Walbert, William J. Woodford, John Harvey, the heirs of Bowers Payne, John Waldron and the heirs of Charles Harman, which said farm contains the quantity of Ninety-Eight Acres and forty-five one-hundredths of an acres of land (98.45 acres) by survey, more or less.

BEING the same property that was conveyed unto William H. Covey and Clara E. Covey, his wife, by deed dated March 15, 1926, by Harry W. Chambers and Dora P. Chambers, his wife, and about to be recorded among the land records of Queen Anne County, in Liber B. H. T. #5 folio 56.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate theirs successors and assigns, forever.

PROVIDED, that if the said William H. Covey and Clara E. Covey, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand 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 Wm. H. Covey and Clara E. Covey, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Wm. H. Covey and Clara E. Covey, 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, 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 Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate, their successors or assigns, or J. Fletcher Clark, 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 County, and such other notice as by the said Mortgagees theirs 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 Ten dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees their successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

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 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, County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees their successors or assigns, or J. Fletcher Clark, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and 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 Wm. H. Covey, and Clara E. Covey, 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 Mortgagees their successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred (800.-) Dollars, Dollars, 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 Mortgagees, their successors and assigns, to the extent of their lien or claim hereunder, and

to deliver said policy or policies to the said Mortgagees their successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Anna C. Leinsz William H. Covey (SEAL) Clara E. Covey (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I Hereby Certify, that on this 15th day of March in the year nineteen hundred and Twenty-six before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Covey and Clara E. Covey, his wife, the Mortgagors named in the foregoing Mortgage and each acknowledged the foregoing Mortgage to be his act. At the same time also appeared J. Fletcher Clark, one of the within named mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Anna C. Leinsz Notary Public.

Notary Public Seal.

Queen Annes County, to wit: Be it remembered that on the Nineteenth day of September in the year 1929, the following Assignment was brought to be recorded, to wit:

For value received we, Samuel Hambleton and J. Fletcher Clark, trustees of Susan Martha Holbrook, hereby transfer and assign all our right, title and interest in the within mortgage to William N. Fleckenstein of Easton, Md.

Witness our hand and seal this 18th day of Sept. 1929.

J. Fletcher Clark (Seal)

Samuel Hambleton (Seal)

Test; Mildred M. Thomas Trustees Susan Martha Holbrook.

Queen Anne's County, to wit: Be it remembered that on on the twenty fourth day of April, nineteen hundred and forty the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign the within mortgage to Oliver S. Mullikin for foreclosure.

As witness my hand and seal this 22nd day April, 1940.

Witness: Alberta B. Fleckenstein William N. Fleckenstein (Seal)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 5, folios 58, 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 15th day of May, in the year nineteen hundred and forty.

Seal's Place. A. SYDNEY GADD JR. Clerk

REPORT OF SALE Filed May 21, 1940

DLIVER S. MULLIKIN, Assignee for Foreclosure,

vs.

WILLIAM H. COVEY and CLARA E. COVEY, his wife.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Oliver S. Mullikin, Assignee of a certain Mortgage from William H. Covey and Clara E. Covey, his wife, to Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate, dated March 15, 1926 and duly of record among the Land Record Books of Queen Anne's County in Liber B. H. T. No. 5, folio 58, which said Mortgage was on September 18, 1929, for value received, assigned to William N. Fleckenstein, default having occurred in the terms, covenants and conditions of said Mortgage, shows that after giving bond, with security, for the faithful discharge of the trust, and having given twenty-one days' notice of the time, place, manner and terms of sale, by advertisement in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, he did pursuant to said notice, attend the place of sale on the eighteenth day of May, in the year one thousand nine hundred and forty, at 2:15 o'clock P. M., and then and there proceeded to sell the property mentioned in said Mortgage and advertisement of sale and described as follows, that is to say:

All that tract or part of a tract of ground situate, lying and being in the Third Election District of Queen Anne's County, Maryland, at or near the village of Burrisville and adjacent and adjoining the lands of R. J. Walbert, William J. Woodford, John Harvey, the heirs of Bowers Payne, John Waldron and the heirs of Charles Harman, which said farm containing the quantity of ninety-eight acres and forty-five one-hundredths of an acre of land (98.45 acres) by survey, more or less.

BEING the same property that was conveyed unto William H. Covey and Clara E. Covey, his wife, by Deed dated March 15, 1926 by Harry W. Chambers and Dora P. Chambers, his wife, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 5, folio 56.

And sold the same to William N. Fleckenstein and Alberta B. Fleckenstein, his wife, of Talbot County, State of Maryland, as tenants by the entireties, they being then and there the highest bidders therefor, at the sum of Two Hundred (\$200.00) Dollars; and the said purchaser, William N. Fleckenstein, being the holder of said Mortgage and entitled to the net proceeds of sale, has agreed to pay the cost of said sale upon ratification thereof, which your Assignee has accepted in lieu of a strict compliance with the terms of sale.

Respectfully submitted,

OLIVER S. MULLIKIN
Oliver S. Mullikin,
Assignee for Foreclosure.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this twentieth day of May, in the year one thousand nine hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared Oliver S. Mullikin, Assignee for foreclosure named in the above report, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

ELEANOR McN. DAFFIN
Eleanor McN. Daffin
Notary Public.

Filed May 21, 1940

Notary
Public
Seal.

N I S I

OLIVER S. MULLIKIN	)	IN THE CIRCUIT COURT
Assignee for Foreclosure,)	
	)	FOR QUEEN ANNE'S COUNTY
VS.)	
	)	IN EQUITY
WILLIAM H. COVEY and CLARA)	
E. COVEY, his wife.	)	CHANCERY No. 3246.

ORDERED, This 21st day of May A. D., 1940, that the sale of real estate made and reported in this cause by Oliver S. Mullikin, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of June next.

The Report states the amount of sales to be \$200.00.

A. SYDNEY GADD JR. Clerk

Filed May 21st., 1940.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 29, 1940

ASSIGNEE'S SALE
OF VALUABLE
REAL ESTATE

LOCATED IN THE THIRD ELECTION DISTRICT OF QUEEN ANNE'S
COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a certain Mortgage from William H. Covey and Clara E. Covey, his wife, to Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate, dated March 15, 1926 and duly of record among the Land Record Books of Queen Anne's County in Liber B. H. T. No. 5, folio 58, which said Mortgage was on September 18, 1929, for value received, assigned to William N. Fleckenstein and by said William N. Fleckenstein on April 22, 1940 assigned to the undersigned for foreclosure, default having occurred in the covenants and conditions of said Mortgage, the undersigned Assignee will offer at public sale to the highest bidder in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on SATURDAY, MAY 18, 1940, between the hours of 2 and 4 o'clock P. M., on the day, the following described real estate, conveyed by said Mortgage, to wit:

All that tract or part of a tract of ground situate, lying and being in the Third Election District of Queen Anne's County, Maryland, at or near the village of Burrisville and adjacent and adjoining the lands of R. J. Walbert, William J. Woodford, John Harvey, the heirs of Bowers Payne, John Waldron and the heirs of Charles Harman, which said farm contains the quantity of ninety-eight acres and forty-five one-hundredths of an acre of land (98.45 acres) by survey, more or less.

Being the same property that was conveyed unto William H. Covey and Clara E. Covey, his wife, by Deed dated March 15, 1926 by Harry W. Chambers and Dora P. Chambers, his wife, and recorded among the Land Records of Queen Anne County in Liber B. H. T., No. 5, folio 56.

TERMS OF SALE

One-third cash on day of sale; balance upon ratification of sale by the Circuit Court for Queen Anne's County; or all cash at the option of the purchaser. Deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Assignee.

Title Papers and revenue stamps (State and Federal) to be at the expense of the purchaser.

Taxes to be adjusted to January 1, 1940.

OLIVER S. MULLIKIN,
Assignee - Foreclosure.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 15, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale of Valuable Real Estate in the case of mortgage from Wm. H. Covey & Clara E. Covey, his wife, to Samuel Hambleton & J. Fletcher Clark, Trustees of the Holbrook Estate 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 April, 1940, being more than twenty days before the 18th day of May, 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

Filed July 29th, 1940.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed July 29, 1940.

N I S I

OLIVER S. MULLIKIN
Assignee for Foreclosure,
vs.

WILLIAM H. COVEY and
CLARA E. COVEY, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3246.

ORDERED, This 21st day of May A. D., 1940, that the sale of real estate made and reported in this cause by Oliver S. Mullikin, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th day of June next.

The Report states the amount of sales to be \$200.00.

A. SYDNEY GADD, JR., Clerk.

True Copy

Test:

A. SYDNEY GADD, JR., Clerk

Filed May 21st., 1940,

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 17, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi Chancery No. 3246 in the case of Oliver S. Mullikin Assignee for Foreclosure, vs. William H. Covey and Clara E. Covey, 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 23rd day of May, 1940, being more than four successive weeks before the 24th day of June 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

Filed July 29th, 1940

CERTIFIED COPY OF
DECLARATION OF TRUST
Filed August 1, 1940.

SUSAN MARTHA HOLBROOK

TO

J. FLETCHER CLARK and
SAMUEL HAMBLETON, TRUSTEES

: Be it remembered that on this 3rd
day of January, A. D. 1924, at 3:45 o'clock
: P. M., the following Declaration of Trust or
Instrument of writing was received to be re-
: corded and is accordingly enrolled as follows,
to wit:

EXECUTED IN TRIPLICATE ORIGINALS COPY 1:-

THIS DECLARATION OF TRUST, made this First day of November, nineteen hundred and twenty-three (1923), by and between Susan Martha Holbrook, single woman, of Easton, Talbot County, Maryland, party of the first part, and J. Fletcher Clark and Samuel Hambleton, both of Easton, Talbot County, Maryland, Trustees as hereinafter mentioned, parties of the second part.

WHEREAS, the said Susan Martha Holbrook has simultaneously with the execution of these presents, conveyed, transferred, delivered and assigned unto the said parties of the second part, the following real and personal property:

Three small pieces of ground with the buildings thereon erected, situated on the East side of East Street in the town of Easton, Maryland.

One small piece of ground with the buildings thereon erected, situate in the village of Wye Mills, Queen Annes County, Maryland.

The Costyn Park Farm (sometimes called the Elliot Farm), which the first party has inherited from her late brother and sister and from her forebears situate near Wye Mills, Queen Anne County, Maryland.

Certain stock in the Centreville National Bank, Centreville Maryland.

A certain mortgage or mortgages taken out for her benefit by Michael B. Nichols, Committee, and Trustee.

Certain Cash existing in Banks in Easton, Talbot County, Maryland.

AND WHEREAS, the object and purpose of said transfer was to vest the title to said real and personal property in the parties of the second part, as Trustee, for the uses and purposes hereinafter set forth, to evidence which these presents have been executed simultaneously therewith.

NOW THEREFORE THIS DECLARATION OF TRUST WITNESSETH: That in consideration of the premises and of the sum of One Dollar (\$1.00), it is hereby agreed, covenanted and declared that the said real and personal property so transferred is to be henceforth held by said parties of the second part, in trust nevertheless, for the uses and purposes and with the powers hereinafter set forth, that is to say:

I. The said second parties shall pay all the costs and expenses incident to the recent legal proceedings, both in Talbot County and in Baltimore County, State of Maryland, the purpose in both of these proceedings being to establish the legal standing of the first party as a person of normal mentality. These expenses are to be paid as and when certified by her attorney, nephew and friend, Frank W. Melvin, Esquire, of Philadelphia, Pa. but shall not include any attorney's fees for him, inasmuch as he has been provided for otherwise herein.

II. The said parties of the second part are to collect the income from the corpus of said estate and to pay over the same to first party, at least quarterly during her lifetime, after deducting the costs and charges therefrom. Further, the said second parties are to render to the first party a complete and sworn accounting of their handling of the corpus of said estate, and all proceeds therefrom, on the first day of November in each and every year during the lifetime of this trust. If first party should be incapacitated through illness, the said income may be paid to her nephew, attorney and friend, Frank W. Melvin, Esquire, of Philadelphia, Pa. to be employed for her use and benefit, and, in such event, she will give the second parties a due, written authorization.

III. The said second parties shall not sell the Costyn Park Farm except under the circumstances as hereinafter provided; further, the first party retains to herself, and the same is distinctly agreed and understood by and between the parties hereto, the right to elect, at any time within six months following this Declaration, to live in and on any one of her three properties aforesaid, located in Easton, Talbot County, Maryland; taxes and all other maintenances charges thereon shall be borne by said estate and be paid by the second parties therefrom. With the one exception aforesaid, and the other contingent exception aforesaid, the said second parties are to have the right, and are hereby accorded the right, to invest, re-invest, to sell, transfer and assign any and all of the remaining items of said estate and to invest or re-invest the proceeds therefrom, and for said purposes the said second parties are expressly given full power to sell real estate and to give a good title thereto, and to invest, re-invest and change the investment of such proceeds as aforesaid.

IV. If, at any time, during the life of the said first party the net income from said trust estate and property should be, in the opinion of the second parties, insufficient for her comfortable support and maintenance, said second parties shall have full power and authority to expend any portion of the principal of said trust estate for the maintenance and comfort of the said first party. Provided, however, that the Costyn Park Farm shall not be sold so long as any other assets remain in the corpus of the said estate, but may be so expended if ultimately required.

V. The corpus or principal of said estate hereby transferred, and the income therefrom, while in the hands of the said second parties, shall be free from the control debts, contracts, liabilities and engagements of the beneficiary, and shall not be subject to assignment by her, nor to execution or process for the enforcement of judgments or claim of any sort against her.

VI. Should either of the second parties hereto die, or become incapacitated, before the death of the first party shall occur, the surviving party shall apply to and operate this trust under the Circuit Court for Talbot County.

VII. Said second parties shall receive as compensation for their services a commission of 5% upon income as collected and a commission of 5% upon the principal of the fund at the termination of the trust.

VIII. Upon the death of the said Susan Martha Holbrook, the said trustees are hereby authorized to deliver to Frank W. Melvin, of Philadelphia, Pennsylvania, an absolute fee simple deed drawn to him, his heirs and assigns, for the Costyn Park Farm; and to pay to the following named persons the following named amounts, as follows:

- (1) To Samuel Hambleton, of Easton, Maryland, the sum of One Hundred Dollars (\$100.00), and
- (2) To H. Warfield Hambleton, of Easton, Maryland, the sum of One Hundred Dollars (100.00) as a token of her appreciation of their never failing kindness to her.
- (3) To her nephew, Willard H. Melvin, of Philadelphia, Pennsylvania, the sum of Fifty Dollars (\$50.00).
- (4) To her nephew, Dr. Alexis Merritt Melvin of Royersford, Pennsylvania, the sum of Fifty Dollars (\$50.00).
- (5) To her niece, Irma H. Trimble, of Philadelphia, Pennsylvania, the sum of Fifty Dollars (\$50.00).
- (6) To her niece, Sue Hardcastle Schmidt, of Philadelphia, Pennsylvania, the sum of Fifty Dollars, (\$50.00); the last three being children of Bascom W. Melvin.
- (7) To Ella Melvin Moore Jones, daughter of her niece Ella Melvin Moore, deceased, who was the daughter of the said Almira Frances Lucas Melvin; deceased, and wife of William Moore of Leipsic, Delaware; the sum of Fifty Dollars (\$50.00).

ALL the rest and residue of the estate the said Trustees shall continue to hold, manage, invest and reinvest, with all the powers and authority herein contained, and to pay to Bascom W. Melvin and Louisa Merritt Melvin, his wife, both of Philadelphia, Pennsylvania, the entire net income of said residue of said estate, share and share alike, for and during the term of their natural lives, and upon the death of the said Bascom W. Melvin or Louisa Merritt Melvin, the said Trustees are authorized and directed to pay the net income of said residue of said estate to the survivor thereof, for and during the term of his or her natural life, and upon the death of the said Bascom W. Melvin, and Louisa Merritt Melvin, when this trust shall terminate, all of the said funds, securities of every kind and description, shall be paid, transferred, delivered, and set over to Frank W. Melvin, his heirs and assigns, absolutely.

The trust settlement hereby effected is declared to be irrevocable.

IN TESTIMONY WHEREOF said party of the first part has hereunto set her hand and seal; and said parties of the second part have hereunto set their hands and seals.

Witness:	Susan Martha Holbrook (Seal)
James B. Merritt 3rd	J. Fletcher Clark (Seal)
William Hammond	Samuel Hambleton (Seal)

State of Maryland;

Talbot County; To Wit:-

I hereby certify that on this first day of November, nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared Susan Martha Holbrook, J. Fletcher Clark and Samuel Hambleton, and each acknowledged the foregoing Declaration of Trust to be their respective act.

Witness my hand and Notarial Seal.

(SEALS)	Anna C. Leinsz
(PLACE)	Notary Public.
	November 10th, 1923.

I herewith ratify and confirm the foregoing Declaration of Trust.

Susan Martha Holbrook (Seal)

STATE OF MARYLAND TALBOT COUNTY TO WIT:-

I hereby certify that on the 10th day of November A. D. 1923 before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared Susan Martha Holbrook and acknowledged the foregoing ratification and confirmation of the aforesaid Declaration of Trust to be her act and Deed.

Witness my hand and Notarial Seal.

(SEALS)	Anna C. Leinsz
(PLACE)	Notary Public

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY That the foregoing is truly taken and copied from Liber C. B. L. No. 197, folio 246, one of the Land Records of Talbot County.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County this 30th day of July, A. D. 1940.

Seal's Place.

T. J. FAULKNER
CLERK OF THE CIRCUIT COURT FOR TALBOT COUNTY.

Filed Aug. 1st, 1940;

ORDER OF COURT
Filed August 2, 1940

OLIVER S. MULLIKIN,
Assignee for Foreclosure,

vs.

WILLIAM H. COVEY and
CLARA E. COVEY, his wife.

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

ORDERED, this 2nd day of August, in the year one thousand nine hundred and forty, by the Circuit Court for Queen Anne's County, In Equity, that the sale made and reported by Oliver S. Mullikin, Assignee for foreclosure, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING
Judge.

Filed Aug. 2, 1940.

AUDIT
Filed Aug. 20, 1940.

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

Oliver S. Mullikin, assignee,)
versus) CAUSE NO. 3246.
William H. Covey,)
Clara E. Covey, his wife.)

To the Honorable, the Judges of said Court:

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

That the proceedings of the cause above mentioned have been had for the purpose of collecting a mortgage debt due by the defendants under a mortgage given by them on land and the proceeds of the mortgage sale are not sufficient to pay the mortgage debt in full.

That the auditor by the within account stated by him has charged the plaintiff to whom the mortgage was assigned for the purpose of foreclosure with the gross amount of the sale made by him per his Report filed in this Cause and then has allowed there-out as follows:-

Unto the plaintiff as vendor his compensation for making the sale per terms of the mortgage, cost of advertising the notices of the sale, the court costs of this cause, the charges of the auctioneer for crying the sale, the cost of the certified copy of declaration of trust made by Susan Holbrook filed in this cause, cost of advertising order nisi to be passed in the matter of this audit and the fee of the auditor.

Unto Oliver S. Mullikin, assignee for foreclosure, in trust to be paid to William N. Fleckenstein, assignee owner of the mortgage, the balance of the gross sale remaining after allowances thereout mentioned above.

The auditor appends to the account a statement showing the balance due by the mortgagors to the assignee of the mortgage on the day of sale but after distribution to the assignee of the amount above set forth.

Which is respectfully submited,

MADISON BROWN
AUDITOR

August 9, 1940.

CAUSE NO. 3246.

The proceeds of the sale of the mortgaged real estate of William H. Covey and Clara E. Covey, his wife, the parties making the mortgage filed in this cause, in account with Oliver S. Mullikin, assignee of the said mortgage and as such the vendor selling the mortgaged real estate under said mortgage through this cause.

1940 CR.
May-18 By amount of the gross sale of said real estate made this
date per report of sale filed, to wit: sum of \$ 200.00

DR.

May 18 To Oliver S. Mullikin, vendor, for his
compensation for making said sale,
per terms of the mortgage,
a fee of \$10.00
a commission of 14.00
\$24.00 \$ 24.00

To do., for the court costs of this cause as set forth in statement of same made by the Clerk of the Court, and exhibited to the auditor, as follows:
 appear. fee of plaintiff's attorney \$ 10.00
 costs of the clerk, 21.50
 total of these costs. \$ 31.50 \$ 31.50

To do., for the costs of advertising the notices of the sale and the order nisi on the sale in county newspaper, paid to Queen Anne's Record and Observer Publishing Co., for its account with receipt thereon exhibited to the auditor, the sum of \$ 44.30

To do., for amount to be paid J. E. Anthony for crying the sale so made, per his account for the same exhibited to auditor, the sum of \$ 10.00

To do., for cost paid by him to Clerk of Court of Talbot County for certified copy of Declaration of Trust from Susan Holbrook to J. F. Clark, et al. per receipt for same exhibited, the sum of. . . . \$ 2.50
 (This copy was filed in this cause at direction of Judge Keating).

To do., for cost of advertising the order nisi to be passed as to this audit, the sum of. . . \$ 3.50

Amounts carried forward \$ 115.80 \$ 200.00

CAUSE NO. 3246. DR. CR.

Amounts brought forward \$ 115.80 \$ 200.00

DR.

To Madison Brown, auditor, for stating this account, the sum of 9.00
 \$ 124.80

To Oliver S. Mullikin, assignee for foreclosure in trust to be paid to William N. Fleckenstein assignee owner of mortgagee debt, this balance on account on the mortgage claim as of the day of sale, to wit: the sum of 75.20
 \$ 200.00 \$ 200.00

August 9, 1940.

MADISON BROWN
 Auditor.

AUDITOR'S STATEMENT OF DEBT.

William H. Covey and Clara E. Covey, his wife, mortgagors to William N. Fleckenstein, assignee of the mortgage mentioned below DR.

1940
 May 18 To amount of mortgage debt, principal and interest, due by them as makers of the mortgage from them dated March 15, 1926, recorded in Liber B. H. T. No. 5 on folio 58, given to Samuel J. Hambleton et al. who assigned said mortgage to William N. Fleckenstein, on this date, to wit: on May 18, 1940, the day the land was sold under the mortgage in this cause, per statement of said Fleckenstein filed May 15, 1940 in this Cause, to wit: sum of CR. \$ 1,070.50
 " " By amount distributed to said Fleckenstein by within account on said debt as net proceeds of the mortgage sale, to wit: the sum of \$ 75.20

DR.

To amount of balance due by said mortgagors to said Fleck-
enstein as assignee of said mortgage, the sum of \$ 995.30

This balance bears interest from May 18, 1940

August 9, 1940.

MADISON BROWN
Auditor.

Filed Aug. 20, 1940

NISI RATIFICATION OF AUDIT

Oliver S. Mullikin, Assignee) IN THE CIRCUIT COURT
VS.) FOR QUEEN ANNE'S COUNTY
William H. Covey,) IN EQUITY
Clara E. Covey, his wife.)
) CASE No. 3246.

ORDERED, This 20th day of September in the year nineteen hun-
dred and forty that the Report and Account filed in these proceedceedings by Madi-
son Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof
be shown on or before the 14th day of September, 1940; provided a copy of this order
be published once a week in each of two successive weeks before the 6th day of Septem-
ber, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR. Clerk.

Filed Aug. 20th, 1940.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Sept. 16, 1940.

NISI RATIFICATION OF AUDIT

OLIVER S. MULLIKIN, Assignee
vs.
WILLIAM H. COVEY
CLARA E. COVEY, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3246.

ORDERED, This 20th day of August in the year nineteen hundred
and forty that the Report and Account filed in these proceedings by Madison Brown,
Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on
or before the 14th day of September, 1940; provided a copy of this order be publish-
ed once a week in each of two successive weeks before the 6th day of September, 1940,
in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk
True Copy-
Test:
A. SYDNEY GADD, JR., Clerk
Filed August 20th, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 31, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby
certifies that the Nisi Ratification of Audit in the case of Oliver S. Mullikin,
Assignee vs. William H. Covey Clara E. Covey, 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 22nd day of August, 1940, being more than two weeks before the 6th day of
September 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By EVELYN S. BUTLER

Filed Sept. 16, 1940.

ORDER OF COURT
Filed Sept. 24, 19240.

Oliver S. Mullikin,
Assignee for foreclosure,)
vs.) In the Circuit Court for Queen
William H. Covey and Clara E.) Anne's County, in Equity.
Covey, his wife.)
) Chancery No. 3246.

ORDER OF COURT

Ordered this 23rd day of September, 1940, by the Circuit Court for Queen Anne's County in Equity, that the within and foregoing report and account of Madison Brown, auditor, be and the same is hereby finally ratified and confirmed, no case to the contrary thereof having been shown although it appears that notice has been given in accordance with the order nisi passed in this cause on August 20, 1940, in reference to said Report and Account, and Oliver S. Mullikin, Assignee, the party making the sale of this cause be and he is hereby directed to apply the proceeds of sale in accordance with said Report and Account with a due proportion of interest received on credit sales or to be received thereon to his commissions and the mortgagee's claim.

THOS. J. KEATING

Filed Sept. 24, 1940.

PETITION OF WILLIAM N. FLECKENSTEIN FOR DECREE IN PERSONAM. Filed October 8, 1940.

OLIVER S. MULLIKIN, Assignee, VS. WILLIAM H. COVEY and CLARA E. COVEY, his wife.

(IN THE CIRCUIT COURT (FOR (QUEEN ANNE'S COUNTY. (IN EQUITY. (No. 3246 Chancery. (

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William N. Fleckenstein, of Talbot County, State of Maryland, respectfully represents:

FIRST: That under the power of sale contained in a certain Mortgage from William H. Covey and Clara E. Covey, his wife, to Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate, said mortgage being for the sum of \$1,000.00 and bearing date of March 15, 1926, and recorded in Liber B. H. T. No. 5, folio 58, one of the Land Record Book of Queen Anne's County, which said Mortgage was on September 18, 1929, for value received, assigned to William N. Fleckenstein and was on April 22, 1940 assigned by him to the said Oliver S. Mullikin for foreclosure, the whole of said mortgaged property described therein, was sold at public sale and the net proceeds thereof, after the payment of the costs and expenses allowed by this Honorable Court, were not sufficient to pay the mortgage debt and accrued interest due under said Mortgage to your Petitioner, leaving a balance due and unpaid thereon by the said William H. Covey and Clara E. Covey, his wife, Mortgagors, in the sum of \$995.30, with interest from May 18, 1940, as will appear by reference to the audit duly ratified by this Honorable Court on September 24, 1940, and filed in these proceedings.

SECOND: That the said William H. Covey and Clara E. Covey, his wife, Mortgagors under said Mortgage above mentioned, covenanted for themselves, their heirs and assigns, to pay said mortgage debt and interest, and your Petitioner would be entitled to maintain an action at law upon said covenant for the residue of said mortgage debt and interest remaining unpaid and unsatisfied from the proceeds of said sale.

TO THE END, THEREFORE:

That this Honorable Court may enter a decree in personam against the said William H. Covey and Clara E. Covey, his wife, Mortgagors, in favor of your Petitioner in the sum of \$995.30, being the amount of said deficiency, with interest from May 18, 1940, unless cause to the contrary shall be shown by the said Mortgagors on or before a certain day to be named in said Order passed by this Honorable Court, provided a copy of this Petition and Order be served upon said Mortgagors on or before a certain day to be named in said Order.

AND AS IN DUTY BOUND, etc.,

WILLIAM N. FLECKENSTEIN William N. Fleckenstein, Petitioner.

Filed Oct. 8th, 1940.

ORDER OF COURT Filed October 9, 1940.

Upon the foregoing Petition, it is ORDERED this 9th day of October, A. D. 1940, by the Circuit Court for Queen Anne's County, In Equity, that a decree in personam be entered against William H. Covey and Clara E. Covey, his wife, Mortgagors, in favor of the above named Petitioner for the sum of \$995.30, with interest from May 18, 1940, unless cause to the contrary be shown by said Mortgagors on or before Monday, the 4th day of November, 1940; provided a copy of this Petition and Order be served upon said Mortgagors on or before the 16th day of October, 1940.

THOMAS J. KEATING
Thomas J. Keating,
Judge.

Filed Oct. 9, 1940.

COPY OF PETITION SERVED
Filed October 15, 1940

OLIVER S. MULLIKIN,
Assignee,

vs.

WILLIAM H. COVEY and
CLARA E. COVEY, his wife.

(IN THE CIRCUIT COURT
(
(FOR
(
(QUEEN ANNE'S COUNTY.
(
(IN EQUITY.
(
(No. 3246 Chancery.
(

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William N. Fleckenstein, of Talbot County, State of Maryland, respectfully represents:

FIRST: That under the power of sale contained in a certain Mortgage from William H. Covey and Clara E. Cofey, his wife, to Samuel Hambleton and J. Fletcher Clark, Trustees of the Holbrook Estate, said mortgage being for the sum of \$1,000.00 and bearing date of March 15, 1926, and recorded in Liber B. H. T. No. 5, folio 58, one of the Land Record Books of Queen Anne's County, which said Mortgage was on September 18, 1929, for value received, assigned to William N. Fleckenstein and was on April 22, 1940 assigned by him to the said Oliver S. Mullikin for foreclosure, the whole of said mortgaged property described therein, was sold at public sale and the net proceeds thereof, after the payment of the costs and expenses allowed by this Honorable Court, were not sufficient to pay the mortgage debt and accrued interest due under said Mortgage to your Petitioner, leaving a balance due and unpaid thereon by the said William H. Covey and Clara E. Covey, his wife, Mortgagors, in the sum of \$995.30, with interest from May 18, 1940, as will appear by reference to the audit duly ratified by this Honorable Court on September 24, 1940, and filed in these proceedings.

SECOND: That the said William H. Covey and Clara E. Covey, his wife, Mortgagors under said Mortgage above mentioned, covenanted for themselves, their heirs and assigns, to pay said mortgage debt and interest, and your Petitioner would be entitled to maintain an action at law upon said covenant for the residue of said mortgage debt and interest remaining unpaid and unsatisfied from the proceeds of said sale.

TO THE END, THEREFORE:

That this Honorable Court may enter a decree in personam against the said William H. Covey and Clara E. Covey, his wife, Mortgagors, in favor of your Petitioner in the sum of \$995.30, being the amount of said deficiency, with interest from May 18, 1940, unless cause to the contrary shall be shown by the said Mortgagors on or before a certain day to be named in said Order passed by this Honorable Court, provided a copy of this Petition and Order be served upon said Mortgagors on or before a certain day to be named in said Order.

AND AS IN DUTY BOUND, etc.,

WILLIAM N. FLECKENSTEIN
William N. Fleckenstein
Petitioner.

Filed Oct. 8th, 1940.

Upon the foregoing Betition, it is ORDERED this 9th day of October, A. D. 1940, by the Circuit Court for Queen Anne's County, In Equity, that a decree in personam be entered against William H. Covey and Clara E. Covey, his wife, Mortgagors, in favor of the above named Petitioner for the sum of \$995.30, with interest from May 18, 1940, unless cause to the contrary be shown by said mortgagors on or before Monday the 4th day of November 1940; provided a copy of this Petition and Order be served upon said Mortgagors on or before the 16th day of October, 1940.

THOMAS J. KEATING
Thomas J. Keating,
Judge

True Copy;
Test: A. SYDNEY GADD, JR.
Clerk

And on the back of the foregoing copy of Petition and Order of Court are the following endorsements, to wit:

Received Oct. 10-1940 and forthwith delivered to the Sheriff of Kent Co., Md. for service.
Test: ROBT. A. SHALLCROSS Clerk

Served by Reading Same to Wm. H. Covey & Clara Covey his wife & copy left this 14 day of Oct. 1940.

Robert E. Lee
Sheriff.

Filed Oct. 15, 1940.

DECREE IN PERSONAM
Filed Nov. 14, 1940.

OLIVER S. MULLIKIN,
Assignee,

vs.

WILLIAM H. COVEY and
CLARA E. COVEY, his wife.

(IN THE CIRCUIT COURT
(
(FOR
(
(QUEEN ANNE'S COUNTY.
(
(IN EQUITY.
(
(No. 3246 Chancery.
(

Upon consideration of the Petition of William N. Fleckenstein filed in the above proceeding October 8, 1940, it is ORDERED this 14th day of November, in theyear one thousand nine hundred and forty, by the Circuit Court for Queen Anne's County, In Equity, that a decree in personam be and the same is hereby entered against the said William H. Covey and Clara E. Covey, his wife, Mortgagors, in favor of the said Petitioner, William N. Fleckenstein, in the sum of \$995.30, with interest from May 18, 1940, and against the defendants, and being the amount found due upon and from the auditor's report in said cause, no cause to the contrary having been shown, although due notice appears to have been given said Mortgagors as required by the previous Order of this Court.

THOMAS J. KEATING
Thomas J. Keating,
Judge.

Filed Nov. 4, 1940.

CAUSE No. 3247.

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

Thomas J. Keating, Jr.	)	In the Circuit Court for
Assignee	)	Queen Anne's County
	)	in Equity.
vs.)	
)	
Oliver C. Newnam and)	
Margaret A. Newnam, his wife)	
Mortgagors.)	

Order of Docket Suit.

To A. S. Gadd Jr. Esq., Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Oliver C. Newnam & wife to Harry W. Newnam dated May 3rd, 1924, recorded in Liber B. H. T. No. 1, folio 550, default having occurred in the terms of said mortgage, and file in said cause a certified copy of said mortgage and the assignment thereof, and enter my appearance for the plaintiff.

THOS. J. KEATING JR.
Assignee.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENT
Filed June 10, 1940.

#10,637. Queen Anne's County, to wit: Be it remembered that on the seventh day of May, in the year Nineteen Hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

This Mortgage, made this third day of May, in the year Nineteen Hundred and twenty four, by Oliver C. Newnam and Margaret N. Newnam, his wife, of Queen Anne's County, in the State of Maryland, Witnesseth:

Whereas, the said Oliver C. Newnam, is justly and bona fide indebted unto Harry W. Newnam, of Baltimore City, in the State of Maryland, in the full and just sum of Two Thousand dollars, being for that amount of cash money this day loaned and advanced by the said Harry W. Newnam to the said Oliver C. Newnam, within one year from this date together with the interest to accrue thereon, should be assured and secured by the execution of this mortgage on the hereinafter described property.

Now therefore, in consideration of the premises, and of the sum of five dollars paid by the said Oliver C. Newnam to the said Harry W. Newnam, the receipt whereof is hereby acknowledged, we the said Oliver C. Newnam and Margaret A. Newnam, his wife, do hereby grant and convey unto the said Harry W. Newnam, in fee simple the following described property, to wit:

All that lot or parcel of land, situate, lying and being in the second election district of Queen Anne's County, in the State of Maryland, on the west side of the public road leading from Price, a Station on the Queen Anne's and Kent Railroad to Clark's Corner, and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a point in the middle of the aforesaid public road opposite a stake set in the ground on the west side of said road, said place of beginning being six hundred and ninety one and one half feet distant from the intersection of the aforesaid public road with the Queen Anne's and Kent Railroad and being also three hundred feet distant from the northeast corner of the lot of land heretofore conveyed by the said Frank O. Meeds to Charles R. Walls, and running from said point of beginning south forty eight degrees west one hundred and eighty feet to a stake driven in the ground, thence south forty one degrees east, one hundred and twenty feet to a stake set in the ground, thence north forty eight degrees east, one hundred and eighty feet to the middle of said public road thence with said public road north forty six degrees west, one hundred and twenty feet to the place of beginning, containing twenty one thousand and six hundred square feet of land, being the same land as that described in the deed from Frank O. Meeds and Maggie Meeds his wife, to the said Oliver C. Newnam, dated the 30th day of December in the year 1911, and recorded among the land record books for said Queen Anne's County, State of Maryland, in Liber W. F. W. No. 1, folio 88 etc., to which deed especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

Together With all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that in the event of a sale of the above described property under the power of sale hereinafter

after expressed, all annual crops, pitched, planted or growing, upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said Oliver C. Newnam, his heirs, executors, administrators or assigns shall well and truly pay to the said Harry W. Newnam, his successors, executors, administrators or assigns the aforesaid sum of two thousand dollars cash money this day loaned and advanced by the said Harry W. Newnam, to the said Oliver C. Newnam, to the said Oliver C. Newnam, within one year from the date of these presents, together with the interest thereon as above set forth, and shall perform all the covenants, conditions and agreements therein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Oliver C. Newnam, his heirs and assigns, shall possess said property. And the said Oliver C. Newnam 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 levies or that may be levied thereon and on the property hereby conveyed, all costs and attorneys 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 approved by the said Harry W. Newnam, 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 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 Harry W. Newnam, his successors, executors, administrators or assigns, or J. H. C. Legg his and their hereby duy constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper in a newspaper printed and published in Queen Anne's County, State of Maryland and such other notice as the prty selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payment, 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 Oliver C. Newnam, 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 Harry W. Newnam, his Executors, Administrators, successors or assigns, or J. H. C. Legg, his and their said attorney shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness 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 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 Oliver C. Newnam for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness our hands and seals.

TEST: ROBERT COURSEY

OLIVER C. NEWNAM (SEAL)

MARGARET A. NEWNAM (SEAL)

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

I hereby certify that on this third day of May, in the year nineteen hundred and twenty four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Oliver C. Newnam and Margaret A. Newnam, his wife and did each acknowledge the foregoing mortgage to be their respective act.

Robert Coursey
Justice of the Peace.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 5th day of May, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, duly commissioned and qualified, personally appeared Harry W. Newnam, the within named mortgagee and made oath in due form of law that the consideration named and stated in the foregoing Mortgage is just and true and bona fide as therein set out and stated.

In Testimony Whereof I have hereunto subscribed my name and affixed my notarial seal the day and year first above written.

W. H. B. Evans
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the tenth day of June, in the year Nineteen Hundred and forty the following assignment was brought to be recorded, to wit:

I do hereby transfer and assign the within and foregoing mortgage unto Thomas J. Keating, Jr. for collection by foreclosure or otherwise.

Witness my hand and seal this 10th day of June, 1940.

Test: H. C. ELIASON Harry W. Newnam (SEAL)

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

I hereby certify, that the foregoing is truly taken and copied from Liber B. H. T. No. 1, folios 550, &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 10th day of June, A. D., 1940.

Seal's
Place.

A. SYDNEY GADD, Jr. Clerk
Circuit Court for Queen Anne's County

CERTIFIED COPY OF BOND
Filed June 20, 1940.

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

Know All Men by these presents that we, Thomas J. Keating, Jr. as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars (\$2000.00) to be paid to the State of Maryland or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, in the whole and for whole jointly and severally, firmly by these presents sealed with our seals and dated this 19th day of June, in the year nineteen hundred and forty.

Whereas, the above bounden Thomas J. Keating, Jr. Assignee of a Mortgage from Oliver C. Newnam and Margaret A. Newnam, his wife, to Harry W. Newnam, dated May 3, 1924, recorded in Liber B. H. T. #1, folio 550 etc., a Land Record Book for Queen Annes County, is about to execute the Power of Sale contained therein, default having occurred in the terms of said Mortgage and has docketed suit in the Circuit Court for Queen Anne's County, In Equity, in a cause in said Court, entitled Thomas J. Keating, Jr., Assignee versus Oliver C. Newnam and Margaret A. Newnam, his wife, Mortgagors.

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 full force and virtue in law.

Corporate
Seals
Place.

Thos. J. Keating, Jr. (SEAL)
Thomas J. Keating Jr.

Signed, sealed and delivered in the presence of

Fidelity and Deposit Company of
Maryland
by E. V. Shockley
E. V. Shockley,
Attorney in Fact

MARY KER KEATING

Attest as to Surety
I. Grant
I. Grant.

Certificate attached showing that E. V. Shockley has power to execute bonds on behalf of The Fidelity and Deposit Company of Md.

On the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed June 20th, 1940.

A. Sydney Gadd Jr. Clerk

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 160, 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 20th day of June A. D. 1940.

Seal's Place.

A. SYDNEY GADD, JR. Clerk.

REPORT OF SALE
Filed July 17, 1940.

THOMAS J. KEATING, JR.,
Assignee,

versus

OLIVER C. NEWNAM and MARGARET
A. NEWNAM, his wife,
Mortgagors.

IN THE CIRCUIT COURT FOR

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 Oliver C. Newnam and Margaret A. Newnam, his wife, to Harry W. Newnam, dated May 3, 1924, recorded in Liber B H T #1, folio 550, etc., a Land Record Book for Queen Anne's County, said Mortgage having been assigned by the said Harry W. Newnam to Thomas J. Keating, Jr., for foreclosure and collection, the said Thomas J. Keating, Jr., Assignee, after docketing suit as above, and after advertising the mortgaged premises for sale at public auction in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, for four (4) successive weeks before the day of sale, and after filing in this Cause a Bond with security 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, July 9, 1940, between the hours of one and two o'clock, P. M., and did proceed to make the sale of the Mortgaged real estate as described in the said advertisement, a Certificate of which is attached thereto, as follows:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the West side of the public road leading from Price, a station on the Queen Anne's and Kent Railroad, to Clark's Corner, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point in the middle of the aforesaid public road opposite a stake set in the ground on the West side of said road, said place of beginning being 691 1/2 feet distant from the intersection of the aforesaid public road with the Queen Anne's and Kent Railroad, and being also 300 feet distant from the Northeast corner of the lot of land heretofore conveyed by the said Frank O. Meeds to Charles R. Walls, and running from said point of beginning South 48 degrees West, 180 feet to a stake driven in the ground; thence South 41 degrees East, 120 feet to a stake set in the ground; thence North 48 degrees East, 180 feet to the middle of said public road; thence with said public road North 46 degrees West, 120 feet to the place of beginning, containing 21,600 square feet of land; being the same land as that described in the Deed from Frank O. Meeds and Maggie Meeds, his wife, to the said Oliver C. Newnam, dated the 30th day of December, in the year 1911, and recorded among the Land Record Books for said Queen Anne's County, State of Maryland, in Liber W F W #1, folios 88, etc., to which Deed especial reference is hereby made for an accurate description of the land.

AFTER having the Auctioneer cry said sale for some time, your Assignee did sell the said real estate unto Harry W. Newnam, he being then and there the highest bidder therefor, at and for the sum of Eighteen Hundred Dollars (\$1800.00), upon the terms set forth in said advertisement.

AS the said Harry W. Newnam is the real owner of the Mortgage, Your Assignee has not required him to pay any part of the purchase money, but believes that upon the final ratification of the sale by this Honorable Court, said Harry W. Newnam will pay all costs and expenses of the Foreclosure proceedings.

THE Report states the amount of sales to be Eighteen Hundred Dollars (\$1800.00).

Respectfully submitted,

THOS. J. KEATING JR.
ASSIGNEE

STATE OF MARYLAND,)
) to wit;
QUEEN ANNE'S COUNTY,)

THIS IS TO CERTIFY that on this 17th day of July 1940, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Thomas J. Keating, Jr., Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year herein last above written.

A. SYDNEY GADD JR.
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed July 17th, 1940.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed July 17, 1940.

MORTGAGEE SALE
OF VALUABLE
REAL ESTATE

Under and by virtue of the Power of Sale contained in a Mortgage from Oliver C. Newnam and Margaret A. Newnam, his wife, to Harry W. Newnam, dated May 3, 1924, and recorded in Liber B. H. T. No. 1, folio 550, etc., a Land Record Book for Queen Anne's County, the undersigned, Thomas J. Keating, Jr., assignee of said Mortgage, default having occurred therein, 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, JULY 9th, 1940, between the hours of one and two o'clock, P. M., the real estate conveyed by said Mortgage and described therein as follows:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the West side of the public road leading from Price, a station on the Queen Anne's and Kent Railroad to Clark's Corner and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point in the middle of the aforesaid public road opposite a stake set in the ground on the West side of said road, said place of beginning being 691½ feet distant from the interesection of the aforesaid public road with the Queen Anne's and Kent Railroad, and being also 300 feet distant from the Northeast corner of the lot of land heretofore conveyed by the said Frank O. Meeds to Charles R. Walls, and running from said point of beginning South 48 degrees West 180 feet to a stake driven in the ground; thence South 41 degrees East, 120 feet to a stake set in the ground; thence North 48 degrees East, 180 feet to the middle of said public road; thence with said public road North 46 degrees West, 120 feet to the place of beginning, containing 21,600 square feet of land; being the same land as that described in the Deed from Frank O. Meeds and Maggie Meeds, his wife, to the said Oliver C. Newnam, dated the 30th day of December, in the year 1911, and recorded among the Land Record Books for said Queen Anne's County, State of Maryland, in Liber W. F. W. No. 1, folios 88, etc., to which Deed especial reference is hereby made for an accurate description of the land. THIS PROPERTY IS IMPROVED BY A FINE MODERN DWELLING.

TERMS OF SALE: One-third of the purchase money in cash on day of sale, and the balance of the purchase money upon Ratification of said sale by the Circuit Court for Queen Anne's County, in Equity, the purchaser to pay the expense of all Title papers. Revenue stamps, etc. Other particulars will be made known at the time of sale.

THOMAS J. KEATING, JR.,
Assignee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 17, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Thomas J. Keating, Jr. vs. Oliver C. Newnam & 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 13th day of June, 1940, being more than four successive weeks before the 8th day of July, 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

Filed July 17th, 1940.

By CLEO C. GREEN

N I S I

Thomas J. Keating, Jr.,
Assignee

VS.

Oliver C. Newnam and
Margaret A. Newnam, his wife,
Mortgagors.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CHANCERY No. 3247.

ORDERED, This 17th day of July A. D., 1940, 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 19th day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 19th day of August next.

The Report states the amount of sales to be \$1800.00.

A. SYDNEY GADD JR. Clerk

Filed July 17th, 1940.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Sept. 19, 1940.

N I S I

THOMAS J. KEATING, JR.
Assignee

vs.

OLIVER C. NEWNAM and
MARGARET A. NEWNAM,
his wife,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3247.

ORDERED, This 17th day of July, A. D., 1940, 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 19th day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 19th day of August next.

The Report states the amount of sales to be \$1800.00.

A. SYDNEY GADD, JR., Clerk

True Copy-
Test:

A. SYDNEY GADD, JR., Clerk

Filed July 17th, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 19, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Thomas J. Keating, Jr. vs. Oliver C. Newnam and Margaret A. Newnam, his wife, 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 18th day of July, 1940, being more than four weeks before the 19th day of August 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING
CO.

By EVELYN S. BUTLER

Filed Sept. 19th, 1940.

ORDER OF COURT
Filed Sept. 20, 1940.

FINAL ORDER OF RATIFICATION

ORDERED, this 20th day of September, 1940, 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, Vendor, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS. J. KEATING

Filed Sept. 20th, 1940.

STATEMENT OF MORTGAGE DEBT
Filed Sept. 19, 1940.

Thomas J. Keating Jr.	Y	IN THE CIRCUIT COURT
Assignee		
	Y	FOR
vs.		
	Y	QUEEN ANNE'S COUNTY
Oliver C. Newnam & wife		
Mortgagore	Y	IN EQUITY.

STATEMENT OF MORTGAGE DEBT.

PRINCIPAL OF MORTGAGE DEBT under mortgage from Oliver C. Newnam and wife to Harry W. Newnam dated May 3, 1924 recorded in Liber B. H. T. No. 1, folio 550 - - - - -	\$2,000.00
Interest for sixteen years at 6 per cent per annum - - - - -	<u>1,920.00</u>
Total debt	\$3,920.00

State of Maryland
Queen Annes County, to-wit:

This is to certify that on this 9th day of July 1940, before the undersigned, a notary public of the State of Maryland in and for Queen Annes County, personally appeared Harry W. Newnam and made oath in due form of law that the foregoing statement of mortgage debt is true as therein set forth and that no part of the same has been paid.

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

KATHERINE C. MORRIS
NOTARY PUBLIC

Notary
Public
Seal.

AUDIT
Filed Nov. 20, 1940.

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

Thomas J. Keating, assignee,	)	Cause
vs.)	
Oliver C. Newnam,	)	No.
Margaret A. Newnam, his wife,)	
mortgagors.	)	3247.

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor unto Your Honors respectfully sets forth:-

That Oliver C. Newnam, above named, gave the mortgage mentioned and described in this cause unto Harry W. Newnam who assigned the mortgage unto Thomas J. Keating, unior for the purpose of collection by foreclosure (said Harry W. Newname retaining the ownership of the debt; see statement of mortgage debt filed herein).

The said assignee made the sale reported in this cause under the power of sale contained in the mortgage and the proceeds of the sale are not sufficient to pay the mortgage debt and the costs incident to the sale in full.

The auditor has stated the within account by first charging the assignee as vendor with the gross amount of the sale made and reported by him and then has allowed thereout as follows, to wit:

Unto the vendor, his commissions per terms of mortgage the Court costs of this cause, the cost of his bond, the cost of advertising notices of sale and several orders nisi of the cause, the charges of the auctioneer for making the sale and the fee of the auditor and then unto the assignee use of Harry W. Newnam the balance of the proceeds of sale remaining after these allowances on account of the mortgage debt.

The auditor has stated another account herewith attached between the mortgagor and the mortgagee which shows the balance remaining due by the mortgagor to the mortgagee as of the day of sale after giving credit to the mortgagee of the net proceeds of sale distributed to the mortgagee by the first account.

Which is respectfully submitted.

MADISON BROWN
AUDITOR.

November 16, 1940.

CAUSE NO. 3247.

The proceeds of the sale of the mortgaged real estate of Oliver C. Newnam, the party making the mortgage mentioned in this cause in account with Thomas J. Keating, junior, assignee of said mortgage and the vendor making the mortgage sale reported in this cause under the power of sale therein contained.

1940	CR.		
July			
9	By amount of the gross sale made by the vendor per his report filed in this cause, to wit: with		\$1,800.00
1940	DR.		
July			
9	To Thomas J. Keating, jr. as vendor, for his commissions for making the sale mentioned, per terms of the mortgage, to wit:	\$ 114.50	
"	To do., for the court costs of this cause, as follows:- Appearance fee of plaintiff's attorney \$10.00 Costs of Clerk of Court <u>18.75</u> Total per clerk's statement, exhibited to wit:	\$28.75	28.75
"	To do., for the costs of his bond filed, per statement of corporate surety on the bond, exhibited, sum of	\$10.00	
"	To do., for cost of advertising in county paper, Queen Anne's Record-Observer, Notices of sale, \$41.52 order Nisi on sale, <u>5.00</u> exhibited, the sum of	\$46.52	46.52
"	To do., for the charges of J. E. Anthony for auctioneering the sale, per his account for same exhibited, the sum of	10.00	
"	To do., for the 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	
			<u>\$ 222.27</u>
"	To Thomas J. Keating, jr., assignee, use of Harry W. Newnam, the mortgagee and real owner of the said mortgage on account of his mortgage claim, this balance which is not sufficient to pay the claim in full, to wit:	\$1577.73	
			<u>\$1800.00 \$1,800.00</u>

MADISON BROWN,
AUDITOR.

November 16, 1940.

CAUSE #3247.

Oliver C. Newnam as the mortgagor making the mortgage mentioned in this cause

to

Harry W. Newnam, the mortgagee named in said mortgage.

DR.

1924
May

3	To amount of the debt named in said mortgage, per mortgage statement filed, appears, to wit:	\$ 2,000.00
	To interest on said debt for period of 16 years ending July 8, 1940	1,920.00
	Total debt-principal & interest due July 9, 1940 per same statement	\$ 3,920.00

CR.

1940
July

9	By net proceeds of the sale of this cause audited to mortgagee above	\$ 1,577.73
	To balance due by said mortgagor to mortgagee with interest from July 9, 1940	\$ 2,342.27

November 16, 1940

MADISON BROWN,
AUDITOR.

Filed November 20th, 1940.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, junior, Assignee	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS	)	IN EQUITY
Oliver C. Newnam and Margaret A. Newnam, his wife, Mortgagors.	)	Cause No. 3247.

ORDERED, This 20th day of November in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of December, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of December, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed November 20, 1940.

CERTIFICATE OF THE PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Dec. 31, 1940.

NISI RATIFICATION OF AUDIT

THOMAS J. KEATING, JR.,
Assignee
vs.
OLIVER C. NEWNAM and
MARGARET A. NEWNAM, his wife,
Mortgagors.

Cause No. 3247.

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

ORDERED, This 20th day of November in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of December, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of December, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk

True Copy-
Test; A. SYDNEY GADD, JR., Clerk

Filed November 20, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 31, 1940

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. Assignee vs. Oliver C. Newnam and Margaret A. Newnam, 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 November, 1940, being more than two weeks before the 7th day of December, 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING
CO.

By EVELYN S. BUTLER

Filed Dec. 31, 1940.

ORDER OF COURT
Filed Jan. 2, 1941.

Thomas J. Keating-Assignee,

vs.

Oliver C. Newnam et al.

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

)
) Chancery #3247.
)

ORDERED this second day of January 1941, 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 Assignee, Vendor, is directed to apply the proceeds accordingly, with a due proportion of interest, as the same has been or may be received.

THOS. J. KEATING

Filed Jan. 2, 1941.

CAUSE No. 3249.

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

H. B. W. Mitchell,
Assignee,

vs.

A. Howard Johnson.

Y
Y
Y
Y
Y
Y
Y

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

A. Sydney Gadd, Jr., Clerk:

You will docket suit as per the above titling and file certified copy of mortgage from A. Howard Johnson to The Queenstown Bank of Maryland, a body corporate, dated the 30th. day of January, 1937, and recorded in liber W. H. C. No. 4A, a land record book for Queen Anne's County, folio 303, and the assignment thereof.

H. B. W. MITCHELL
Attorney.

Filed June 13, 1940

CERTIFIED COPY OF MORTGAGE AND
ASSIGNMENT
Filed June 13, 1940.

#18,144. Queen Anne's County, to wit: Be it remembered that on the fifth day of February in the year Nineteen Hundred and thirty seven, 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 seven by A. Howard Johnson of Queen Anne's County, in the State of Maryland. Whereas, said A. Howard Johnson is indebted unto the Queenstown Bank of Maryland, a body corporate, in the full and just sum of Six Hundred dollars for money this day loaned and advanced by said body corporate unto said W. Howard Johnson for the purpose of completing the payment of the purchase money for the land and premises hereinafter described which said sum of Six Hundred dollars as aforesaid by said body corporate unto said Johnson has been applied to the completion of the payment of the purchase money for said land and premises, being the land and premises in the Fifth Election District of Queen Anne's County described in the deed of even date herewith and to be recorded among the land record books for said County immediately preceding the recording of this mortgage, from J. H. C. Legg, Assignee of Mortgage, to said A. Howard Johnson, which said sum of Six hundred dollars is to be repaid at the expiration of one year 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 Six hundred dollars the said A. Howard Johnson does hereby grant and convey unto the said The Queenstown Bank of Maryland, a body corporate, its successors and assigns, all that lot and/or parcel of land improved by a feed and grist mill, situate lying and being in the Fifth Election District of Queen Annes County, State of Maryland, on the left hand side of the improved public road from the Station of the Baltimore and Eastern Railroad into 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, containing 4,248 square feet of land, more or less, and being the same land that was conveyed unto the said A. Howard Johnson by J. H. C. Legg Assignee of Mortgage, by deed of even date herewith and to be recorded among the land record books for Queen Anne's County immediately preceding the recording of this mortgage, to which said deed and the reference therein contained reference is hereby expressly made.

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 A. Howard Johnson, his heirs, executors, administrators or assigns, shall well and truly pay to the said The Queenstown Bank of Maryland, a body corporate, its successors or assigns, the aforesaid sum of six hundred dollars at the expiration of one year from this date, together with interest thereon on the meantime at the rate of six per centum per annum, semi-annually 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 A. Howard Johnson, his heirs and assigns shall possess said property. And the said A. Howard Johnson for himself, his heirs, executors, administrators and assigns, hereby covenants to and with the mortgagee, its successors or assigns, to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said The Queenstown Bank of Maryland, a body corporate, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of 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 monies owing hereunder or secured hereby shall be due and demandable and the said The Queenstown Bank of Maryland, its successors or assigns, or H. B. W. Mitchell, 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 the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons making the sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Annes 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 A. Howard Johnson or the person or persons then entitled to the same. And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of foreclosure of this mortgage under the power of sale above granted the said The Queenstown Bank of Maryland, 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 A. Howard Johnson for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

Witness my hand and seal.

Witness: W. I. TUTTLE

A. HOWARD JOHNSON (SEAL)

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

I hereby certify that on this 30th day of January in the year nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Howard Johnson and acknowledged the within and foregoing mortgage to be his act and deed, and at the same time also personally appeared before me Norman R. Hitch, president of The Queenstown Bank of Maryland, a body corporate, and made oath that the consideration in the within and foregoing mortgage was true and bona fide as therein set forth.

In Testimony Whereof, I hereunto subscribe my name and Notarial Seal affix the day and year herein last above written.

Notary
Public
Seal.

Washington Irving Tuttle
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of June, Nineteen hundred and forty, the following Assignment was brought to be recorded, to wit:

The within and foregoing mortgage is hereby transferred and assigned to H. B. W. Mitchell for the purpose of foreclosing and collection.

In Testimony Whereof, The Queenstown Bank of Maryland, a body corporate, has caused these presents to be signed by its President and Its corporate seal hereto affixed and attested by its Cashier this 23rd day of May 1940.

The Queenstown Bank of Maryland, a body
corporate, by
THOMAS MARSALIS, President.

Seal's
Place.

Attest: W. I. Tuttle, Cashier

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. #4"A", folio 302 &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 13th day of June, A. D., 1940.

A. SYDNEY GADD JR. Clerk

Seal's Place.

CERTIFIED COPY OF BOND
Filed June 22, 1940

Queen Annes County, to wit: Be it remembered that on the twenty Second day of June, in the year Nineteen Hundred and forty the following Bond was filed for record, to wit:

Know All Men by these presents, That we, H. B. W. Mitchell, of Queen Annes County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand dollars current money, 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 14th day of June, in the year Nineteen Hundred and forty. Whereas, the said H. B. W. Mitchell is about to execute the power of sale contained in the Mortgage from A. Howard Johnson to The Queenstown Bank of Maryland, a body corporate, dated the 30th day of January 1937, and recorded in Liber W. H. C. No. 4A, a Land Record Book for Queen Anne's County, folio 303, and duly assigned to the said H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said Mortgage.

Now, The condition of the above obligation is such that if the above bounden the said H. B. W. Mitchell, do and shall abide by and filfull any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgage property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

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

KATHERINE C. MORRIS
Katherine C. Morris

Maryland Casualty Company
By H. B. W. Mitchell, Attorney in Fact.
H. B. W. Mitchell

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

Security approved and Bond filed June 22nd, 1940

A. SYDNEY GADD JR. Clerk.

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 161, 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 22nd day of June, A. D. 1940.

A. SYDNEY GADD JR. Clerk

Seal's Place.

REPORT OF SALE
Filed June 25, 1940

H. B. W. Mitchell, Assignee,
vs.
A. Howard Johnson.

In the Circuit Court for Queen Anne's County, in Equity.
No. 3249.

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, Assignee for the purpose of foreclosed and collection of the mortgage from A. Howard Johnson to The Queenstown Bank of Maryland, a body corporate, dated the 30th. day of January, 1937, and recorded in liber W. H. C. No. 4A, a land record book for Queen Anne's County, folio 303, and duly assigned to said H. B. W. Mitchell for the purpose of foreclosure and collection, a certified copy of said mortgage and the assignment thereof being filed in the above proceedings, to your Honors respectfully shows:

That under and by virtue of the power of sale contained in said mortgage, default having been made in the payment of the principal mortgage debt secured by said mortgage, interest thereon and taxes levied on the mortgaged property, the said H. B. W. Mitchell, Assignee as aforesaid, after having first given notice of the time, place, manner and terms of sale by advertisement in The Queenstown News, a newspaper printed and published in Queenstown, Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and fulfill any order or decree which shall be made by any court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, did, pursuant to said notice and advertisement, attend in front of The Queenstown Bank of Maryland, in Queenstown, Queen Anne's County, Maryland, Monday, June 24th., 1940, between the hours of 1.00 o'clock p. m., and 1.30 o'clock p. m., and did then and there proceed to sell by public auction the land and premises described in said mortgage, in the manner following, that is to say:

After the said H. B. W. Mitchell, Assignee as aforesaid, had read the advertisement and had announced that all taxes levied against said property prior to the year nineteen hundred and forty 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 all that lot and/or parcel of land improved by a building formerly used as a feed and grist mill, situate, lying and being in Queenstown, in the Fifth Election District of Queen Anne's County aforesaid, on the left hand side of the improved public road leading from the station of the Baltimore and Eastern Railroad Company into 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, containing 4,248 square feet of land, more or less, and being the same land as that described in said mortgage, and being also the same land that was conveyed unto the said A. Howard Johnson by J. H. C. Legg, Assignee of mortgage by deed dated the 30th. day of January, 1937, and recorded in liber W. H. C. No. 4A, a land record book for Queen Anne's County, folio 30 and being also the same land that was conveyed by said A. Howard Johnson, subject to said mortgage, unto Henry T. Green by deed dated the 18th. day of October, 1938, and recorded among the land record books for Queen Anne's County in liber W. H. C. No. 7A folio 262 &c., and sold the same to The Queenstown Bank of Maryland, a body corporate, it being then and there the highest bidder therefor, at and for the sum of six hundred dollars. The purchaser has not yet made settlement for said land but the said H. B. W. Mitchell feels satisfied it will make satisfactory settlement.

All of which is respectfully submitted.

H. B. W. MITCHELL
Assignee of Mortgage.
H. B. W. Mitchell

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

I hereby certify that on this 25th day of June, in the year 1940, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Assignee of Mortgage as above set forth, and made oath that the matters and things stated in the foregoing report of sale were true as therein set forth and that the sale was fairly made.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen
Anne's County.

Filed June 24, 1940.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed June 25, 1940

PUBLIC SALE
OF
UNDER POWER OF SALE
IN MORTGAGE

Under and by virtue of the power of sale contained in the mortgage from A. Howard Johnson to the Queenstown Bank of Maryland, a body corporate, dated the 30th. day of January, 1937, and recorded in liber W. H. C. No. 4A, a land record book for Queen Anne's County, folio 303, and duly assigned to the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, the undersigned will sell at public sale in front of the Queenstown Bank of Maryland, in Queenstown, Maryland, on MONDAY, JUNE 24th, 1940 between the hours of 1 o'clock, p. m., and 1.30 o'clock, p. m.,

ALL THAT LOT and or PARCEL of LAND improved by a building formerly used as a feed and grist mill, situate, lying and being in Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, on the left or southwest side of the improved public road leading from the station of the Baltimore and Eastern Railroad Company into Queenstown, and having a frontage on said public road of 124 feet,

containing 4,248 square feet of land, more or less, and being the same land that was conveyed by the said A. Howard Johnson, subject to the aforesaid mortgage, unto Henry T. Green by deed dated the 18th. day of October, 1938, and recorded in liber W. H. C. No. 7A, a land record book for Queen Anne's County, folio 262 &c;

TERMS OF SALE: - One-half of the purchase money to be paid at the time of the sale and the balance in six months from day of sale or all cash at the option of the purchaser. Deferred payments to bear interest from day of sale and to be secured by note of the purchaser with surety to be approved by the undersigned. Title papers and stamps to be at the expense of the purchaser.

H. B. W. MITCHELL,
Assignee of Mortgage

J. Elmer Anthony, Auct.

THE QUEENSTOWN NEWS.

Queenstown, Md., June June 25th, 1940

This is to certify that the annexed advertisement of sale of real estate under power of sale in mortgage was inserted in The Queenstown News, a newspaper printed and published in Queen Anne's County, in Each of four successive weeks before the 24th. day of June, 1940, being more than twenty days before the 24th day of June, 1940, the first insertion being on the 31st. day of May, 1940.

The Queenstown News
by M. W. Aker
Proprietor and publisher.
M. W. Aker

Filed June 25, 1940.

N I S I

H. B. W. Mitchell, Assignee)
VS)
A. Howard Johnson)
) IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
) IN EQUITY
) CHANCERY No. 3249

ORDERED, This 25th. day of June A. D., 1940, that the sale real estate made and reported in this cause by H. B. W. Mitchell, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30 day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th. day of July next.

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

A. SYDNEY GADD JR. Clerk

Filed June 25th., 1940.

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed Aug. 15, 1940.

N I S I

H. B. W. Mitchell, Assignee
vs.
A. Howard Johnson

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3249.

Ordered, this 25th day of June, A. D., 1940, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland; once in each of four successive weeks before the 30th day of July next.

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

A. SIDNEY GADD, JR., Clerk

True Copy:

Test: A. SIDNEY GADD JR: Clerk
Filed June 25th, 1940.

THE QUEENSTOWN NEWS

Queenstown, Md. August 15th., 1940

The Queenstown News hereby certifies that the notice (order nisi) in the case of H. B. W. Mitchell, Assignee, vs. A. Howard Johnson, No. 3249 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 28th. day of June, 1940, being more than four weeks before the 30th. day of July, 1940.

THE QUEENSTOWN NEWS

By M. W. Aker
Proprietor and publisher
M. W. Aker.

STATEMENT OF MORTGAGE DEBT
Filed August 22, 1940

H. B. W. Mitchell, Assignee,

vs.

A. Howard Johnson.

X
X
X
X
X

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

No. 3249.

STATEMENT OF MORTGAGE DEBT.

Amount of principal mortgage debt due April 17th, 1940,	\$ 474.48
Interest from April 17th, 1940, to June 24th, 1940	<u>5.30</u>
	\$479.78
5% Attorney's Commissions for collection	23.99
	<u>\$503.77</u>

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

I hereby certify that on this 22nd. day of August, 1940. Before me, the subscriber, A Notary Public for the State of Maryland, in and for Queen Anne's County, personally appeared Thomas Marsalis, President of the Queenstown Bank of Maryland and made oath that the within and foregoing statement of mortgage debt and interest was true as therein set forth.

In testimony whereof, I hereunto subscribe my name and Notarial Seal Afix the day and year herein last above written.

WASHINGTON I. TUTTLE
Washington I. Tuttle

Com ex May 1, 1941.

Notary
Public
Seal.

ORDER OF COURT
Filed August 31, 1940

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 31st day of August, 1940, that the sale made and report in the aforesaid cause of H. B. W. Mitchell Assignee of Mortgage, vs. A. Howard Johnson, Mortgagor, being cause No. 3249 on the Chancery Docket of the Circuit 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 August 31st, 1940.

CAUSE NO. 3257.

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

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

William C. Newnam)	
Isabelle Roe Newnam, his wife,)	
Mortgagees,	)	Chancery Docket,
versus)	
William Spencer,	)	Cause No.
Mary E. Spencer, his wife,)	
Mortgagors.)	

To A. S. Gadd, jr., Clerk:

Docket Suit in accordance with the above titling.

Make and file in the papers of said suit or cause copies of the following mortgages in usual form, the suit being for purpose of foreclosure of said mortgages.

Mortgage from William Spencer and Mary E. Spencer to above named Plaintiffs dated May 8th., 1937 and recorded in Liber W. H. C. No. 4-A, folio 596.

Mortgage from William Spencer and Mary E. Spencer, his wife to above named Mortgagees dated November 11th, 1937 and recorded in Liber W. H. C. 5-A, folio 516.

Enter appearance of undersigned for the Plaintiffs.

MADISON BROWN,
Attorney for Plaintiffs.

CERTIFIED COPY OF MORTGAGE
Filed July 31, 1940.

#18,296. Queen Anne's County, to wit: Be it remembered that on the Eighth day of May, in the year nineteen hundred and thirty seven, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this eighth day of May in the year nineteen hundred and thirty seven between William Spencer and Mary E. Spencer, his wife, of Queen Anne's County, State of Maryland, hereinafter called "Mortgagors", parties of the first and William C. Newnam and Isabel Roe Newnam, his wife, of Kent County in the same State, hereinafter called "Mortgagees", parties of the second part.

The said mortgagors do hereby admit their joint and several indebtedness unto the said Mortgagees as tenants by the entireties in the full sum of twenty seven hundred dollars, the money of the mortgagees as tenants by the entireties and loaned by them to the mortgagors who hereby agree to repay the same at the expiration of three years counting from the first day of May last past, and upon which they agree to pay unto the Mortgagees in the meantime interest at the rate of six per centum per annum by two equal half yearly payments of the first day of November and on the first day of May of each year. Whereof the first payment is to be made on the first day of November next ensuing.

And Whereas said sum was loaned upon condition that it and the interest to be paid thereon should be secured by this mortgage, the same is accordingly, executed for delivery. And the said parties of the second part do hereby covenant with each other, and with the executors and administrators of the other and they jointly and severally covenant with the parties of the first and with their heirs, executors, administrators and assigns (and the acceptance of this mortgage shall be proof of this covenant) that the said sum of twenty seven hundred dollars was was money belonging to them as tenants by the entireties, and accordingly that the said mortgagees as tenants by the entireties and the survivor of them shall remain and be entitled in equity as well as at law, to said sum of twenty seven hundred dollars and the interest thereon, hereby secured, and that the release by the survivor of the mortgagees and or by his or her executors, administrators and/or assigns of this mortgage shall be an effectual release of the same. Now Therefore this Mortgage Witnesseth: that the said mortgagors, for and in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said Mortgagees, their heirs and assigns forever, as tenants by the entireties and not as tenants in common, All that farm or tract of land called or known as "Linden Hall" situate, lying and being in the First Election District of Queen Anne's County, in the State of Maryland on the left side of the public road leading from Ingleside to Barclay, bounded on one side by said road, bounded on another side by the land of C. Percy Merrick and bounded on another side by the land of Dr. Metcalfe and contained within the followingmetes and bounds, courses and distances, to wit: Be-

ginning for the same where the road from Slider or Slighter's Shops intersects the road from Ingleside to Barclay and running thence South $17\frac{1}{2}$ degrees west, 228 perches; thence North 76 degrees west, 50 perches thence North $80\frac{1}{2}$ degrees West, $24\frac{3}{5}$ perches; thence north $3\frac{1}{2}$ degrees east, 34 perches; thence North $8\frac{1}{2}$ degrees West, 85 perches; thence north 29 degrees west, 4 perches; thence north $1\frac{1}{2}$ degrees west, 14 perches; thence north $3\frac{1}{2}$ degrees West, 23 perches; thence north $52\frac{1}{2}$ degrees West, 4 perches, thence North $3\frac{1}{2}$ degrees east, 24 perches thence north $6\frac{1}{2}$ degrees west, 40 perches, thence north $1\frac{1}{2}$ degrees west, 19 perches; thence south 70 degrees east, 190 perches to the place of beginning, containing two hundred two (202) acres and thirty (30) perches of land, more or less; being the same land which Howard E. Price and Mae H. Price, his wife, by deed dated the 3rd day of September, 1936, and recorded among the land record books of said County, in Liber W.H.C. No. 3A, on folio 401, granted unto the mortgagees. Together with the building and improvements thereon and all the roads, rights, ways, waters, advantages and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said Mortgagors or either of them, their or either of their executors administrators or assigns, shall well and truly pay to the said mortgagees or unto their assigns, or unto the survivor of the mortgagees, or unto his or her executors, administrators or assigns the aforesaid sum of twenty seven hundred dollars, and the interest to be paid thereon as above set forth when as the same shall respectively fall due, and shall perform all the covenants herein set out on their part to be performed then this mortgage shall become void. And the mortgagees hereby agree that until the Mortgagors, their heirs or assigns shall commit or permit a default to occur in some covenant of this mortgage on their part to be kept, observed observed or performed, the said mortgagors, their heirs and assigns shall possess said property.

And the said Mortgagors, for themselves and each of the, their and each of their heirs, executors, administrators and assigns, hereby covenant with the said mortgagees and their assigns, and with the survivor of the mortgagees and with his and with her executors, administrators and assigns, as follows, to wit:

1. To pay as they severally fall due the debt and interest thereon hereby 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/or in the collection of said interest, and/or in the collection of any part of either, and
2. To insure and while this mortgage remains unpaid to keep insured against loss by fire the improvements on the mortgaged property to at least the full insurable value thereof, in such insurance company as shall meet the approval of the Mortgagees, their executors, administrators or assigns, and
3. To have each policy of insurance as procured so framed that the proceeds arising therefrom in case of loss of improvements shall be applied to the payment of this mortgage, and
4. To deliver each policy unto the Mortgagees or their assigns on demand.
5. To neither do nor permit to be done any act or thing whereby the mortgaged property may be depreciated or lessened in value. It is agreed if the mortgaged property shall be sold under the power of sale herein contained all annual crops planted or growing upon the property at the time of the sale shall pass to the purchaser.

And it is agreed between the parties hereto that if default shall occur in the payment of the mortgage debt and/or in the payment of any instalment of interest at the maturity of the same, and/or in any other covenant of this mortgage then the whole debt hereby secured and all money owing hereunder or secured hereby shall forthwith become due and demandable, and the said mortgagees or either of them and their assigns and the executors, administrators and assigns of the survivor of them, and in lieu them, Madison Brown (Attorney at Law) of said County shall have and they and he are hereby given power and authority to sell the mortgaged property upon giving twenty days previous notice of the time, place, manner and terms of sale in some newspaper published in said County, either for cash, or upon terms of both cash and credit according to the determination of the vendor and to apply the proceeds of sale as follows, to wit;

First, to the payment of all expenses incident to such sale including as part thereof compensation to the person making the sale of a sum of money equal to six per centum of the gross sale and Second, to the payment of all money owing hereunder or secured hereby, whether the same shall have then matured or not, and Third, to pay the balance to the mortgagees or unto the person, who shall then be entitled to the same.

And it is hereby agreed between the parties hereto that after that bond required by law to be given as a condition precedent to the exercise of the power of sale above set forth has been duly filed because of the default in this mortgage that neither the mortgagees, nor their assigns, nor the said Madison Brown shall be required to accept the principal debt and interest then owing unless the tender of the same shall be accompanied by all costs incurred under the foreclosure proceedings, including as a part of said costs a fee to be paid the party filing the bond equal to three per centum of the mortgage debt, principal and interest, then owing.

In Testimony Whereof the parties of the first part have hereunto affixed their names and seals the day and year first above written.

Test: Frances Butler

William Spencer (SEAL)

Mary E. Spencer (SEAL)

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

I hereby certify that on this eighth 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 William Spencer and Mary E. Spencer, his wife, above named mortgagors, and they did each acknowledge the foregoing mortgage to be their respective act.

In Witness Whereof I have hereunto subscribed my name and affixed my seal notarial day and year above written.

FRANCES BUTLER
Notary Public.

Notary
Public
Seal.

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

I hereby certify that on this eighth day of May in the year nineteen hundred and thirty seven before me, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madisn Brown, agent for William C. Newnam and Isabel Roe Newnam, his wife, above named mortgagees, and he did make oath in due form of law that the consideration stated in the within and foregoing mortgage is true and bona fide as therein set forth and that he is the duly authorized agent of the said William C. Newnam and Isabel Roe Newnam, his wife, with authority to make this affidavit.

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 County, to wit:

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 4 "A" folio 596 &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 31st day of August A. D. 1940.

Seal's
Place.

A. SYDNEY GADD, Jr. Clerk

CERTIFIED COPY OF MORTGAGE
Filed July 31, 1940.

Queen Anne's County, to wit: Be it remembered that on the Eleventh day of November, in the year Nineteen Hundred and thirty seven, the following Mortgage was brought to be recorded, to wit:

One Fifty Cent Recordation Tax
Stamp. Endorsed 11-11-37.

This Mortgage, made this eleventh day of November in the year nineteen hundred and thirty seven between William Spencer and Mary E. Spencer, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagors" parties of the first part and William C. Newnam and Isabel Roe Newnam, his wife, of Kent County in the same State, hereinafter called "Mortgagees", parties of the second part.

The Mortgagors do hereby admit their joint and several indebtedness unto the Mortgagees, as tenants by the entireties in the full sum of five hundred dollars which was money belonging to the Mortgagees as tenants by the entireties and loaned by them on interest to the Mortgagors, who hereby agree to repay said sum unto the Mortgagees on the first day of May in the year Nineteen hundred and forty and who hereby agree to pay in the meantime interest to the said Mortgagees on said sum in the following manner, to wit:

They agree to pay interest on said principal debt on May 1, 1938, at the rate of six per centum per annum for the period of time counting from the date of this mortgage to the first day of May, 1938; and They agree to pay interest on said debt during the period of two years counting from the first day of May, 1938, at the rate of six per centum per annum by two equal half yearly payments to be made on the first day of November and on the first day of May of each said years.

Whereas said sum of money was loaned upon the condition that at and said interest should be secured by these presents and the same is therefor accordingly given.

Now, Therefore, this Mortgage Witnesseth: That the Mortgagors for and in consideration of the premises and the sum of one dollar, the receipt of which is hereby acknowledged, do hereby grant and convey unto the Mortgagees, their heirs and assigns forever as as tenants by the entireties all that farm or tract of land called or known as "Linden Hall" situate, lying and being in the First Election District of Queen Anne's County in the State of Maryland, on the left side of the public road leading from Ingleside to Barclay bounden on one side by said road, on another side by the land of C. Percy Merrick and on another side by the land of Dr. Metcalfe and containing 202 acres and 30 perches of land, more or less; being the same land which Howard E. Price et. al. by deed dated September 3, 1936 and recorded among the land record books of Queen Anne's County in Liber W. H. C. No. 4A, on folio 401 granted unto the Mortgagors as tenants by the entireties.

Together with the buildings and improvements thereon and all the roads rights, ways, waters, advantages and appurtenances thereunto belonging or in anywise appertaining.

Subject to the operation of a certain mortgage heretofore given by the Mortgagors unto the Mortgagees to secure the payment of the sum of twenty seven hundred dollars, which mortgage remains unpaid which bears date May 8, 1937, and which has been recorded among the land records of said County in Liber W. H. C. No. 4A, on folio 596, Reference is made to this mortgage for a description of the land hereby conveyed by metes and bounds, courses and distances.

Provided, that if the said mortgagors or either of them, their or either of their executors, administrators or assigns shall well and truly to pay or cause to be paid to the mortgagees or unto their assigns or unto the survivor of the mortgagees or unto his or her executors, administrators or assigns the aforesaid sum of five hundred dollars and the interest to be paid thereon as above set forth when and as the same shall respectively fall due and mature and shall perform all the covenants herein set out on their part to be performed then this mortgage shall be void.

And the mortgagees agree that until the mortgagors, their heirs and assigns shall commit or permit a default to occur in some covenant of this mortgage on their part to be performed the said mortgagors, their heirs and assigns shall possess said property.

And the mortgagors for themselves and each of them, their and each of their heirs, executors, administrators and assigns hereby covenant with the mortgagees and with their assigns and with the survivor of said mortgagees and with his or her executors, administrators and and assigns as follows, to wit:

1 To pay as they severally fall due the debt and interest thereon hereby 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 the debt or in the collection of said interest or in the collection of any part of either, and

2 To insure and while this mortgage remains unpaid to keep insured against loss by fire the improvements on the mortgaged property to the amount of at least the full insurable value thereof, in such insurance company as shall meet the approval of the mortgagees or their executors administrators or assigns.

3 To have each policy of insurance mentioned as procured so framed that the proceeds arising therefrom in case of loss of improvements by fire shall be applied to the payment of the mortgage hereinbefore mentioned as given by the mortgagors to the mortgagees bearing date May 8, 1937.

4 To neither do nor permit to be done any act or thing whereby the mortgaged property may be depreciated or lessened in value.

It is agreed that if the mortgaged property shall be sold under the power of sale contained in this Mortgage all annual crops planted or growing upon the property sold at the time of the sale shall pass to the purchaser of the property.

And the Mortgagors do hereby jointly and severally agree with the mortgagees that if default be made in any covenant mentioned in the mortgage hereinbefore described from the mortgagors to the mortgagees dated May 8, 1937 on the party of the mortgagors to be performed or if default default be made in any covenant herein mentioned on the part of the mortgagors to be performed then forthwith the whole mortgage debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall forthwith become due and demandable, and it shall be lawful for the said mortgagees and/or for their assigns and/or for the survivor of the said mortgagees and/or for the executors administrators or assigns the survivor of the mortgagees and/or in lieu of them for Madison Brown, attorney at law, of said county to sell the property hereby mortgaged after giving twenty days previous notice of the time, place, manner and terms of sale in some newspaper published in said County either for cash or upon terms of both cash and credit according to the determination of the vendor and to apply the proceeds of sale as follows:

First to the payment of all expenses incident to such sale including as part thereof compensation to the person making the sale of a sum of money equal to 10% of the gross sale; and secondly, to the payment of all claims Mortgagees, their executors, administrators or assigns under this mortgage whether the same shall have then

matured or not; and thirdly, to pay the balance, if any there be, to the mortgagors, or to the person or persons who they shall be entitled to receive the same. And it is agreed between the parties hereto that after that bond required by law to be given as a condition precedent to the exercise of the Power of Sale above set forth has been duly filed in the Circuit Court of Queen Anne's County, In Equity, because of default in some covenant of this mortgage neither the mortgagors nor their assigns nor the said Madison Brown shall be required to accept the principal debt and interest then owing under this mortgage unless the tender of the same shall be accompanied by all costs incurred under the foreclosure proceedings including a fee to be paid to the party the bond equal to 5% commissions of the mortgage debt, principal and interest, then owing.

And the parties of the second part do hereby covenant with each other and with the executors and administrators of the other and they hereby jointly and severally covenant with the parties of the first part and with the heirs, executors, administrators and assigns (and the acceptance of this mortgage shall be proof of this covenant) that the said sum of five hundred dollars was money belonging to the mortgagees as tenants by the entirety and accordingly that the said mortgagees and the survivor of them and the executors, administrators and assigns of the survivor of them shall remain and be entitled both equity as well as in law to said sum of five hundred dollars, and the interest to become due thereon, and that the release by the survivor of said mortgagees and/or by his or her executors, administrators and/or assigns of this mortgage shall be an effectual release and discharge of the same.

In Witness Whereof the parties of the first part have hereunto subscribed their names and affixed their seals the day and year first hereinabove written.

TEST: FRANCES BUTLER

WILLIAM SPENCER (SEAL)

MARY E. SPENCER (SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that on this eleventh day of November 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 William Spencer and Mary E. Spencer, his wife, above named mortgagors, and they did each acknowledge the foregoing mortgage to be their respective act; and at the same time before me, the subscriber, personally appeared Madison Brown Agent for William C. Newnam and Isabel Roe Newnam, his wife, above named mortgagees, and he did make oath in due form of law that the consideration stated in the within and foregoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagees to make this affidavit.

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 County, to wit:

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 5A, folio 516 &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 this 31st day of July in the year 1940.

Seal's
Place.

Test: A. SYDNEY GADD, JR. Clerk

CERTIFIED COPY OF BOND
Filed August 10, 1940.

Queen Anne's County, to wit: Be it remembered that on the tenth day of August, in the year nineteen Hundred and forty 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 C. Newnam and Isabelle Roe Newnam of Kent 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 to become the sole surety on bonds of trustees as surety, are held and firmly bound unto the State of Maryland, in the full sum of three thousand dollars, lawful money of the United

States of America to be paid to the said State of Maryland, or to its certain Attorney to which payment well and truly to be made and done we bind ourselves and 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 ninth day of August in the year Nineteen Hundred and forty.

Whereas, by a Mortgage bearing date May 8, 1937, and recorded in Liber W. H. C. No. 4A, a Land Record Book of Queen Anne's County aforesaid on folio 596 made to secure the payment of the Debt therein specified William Spencer and Mary E. Spencer, his wife, as mortgagors conveyed certain land therein described unto the said William C. Newnam and Isabelle Roe Newnam, and Whereas, by a mortgage bearing date November 11, 1937 and recorded in Liber W. H. C. No. 5A, a Land record book of Queen Anne's County aforesaid on folio 516, made to secure the payment of the debt therein specified the said William Spencer and Mary E. Spencer, his wife as mortgagors did convey same land mentioned above unto the said William C. Newnam and Isabelle Roe Newnam. Whereas the said William Spencer and Mary E. Spencer his wife, have made default in the covenants of both of the mortgages above mentioned by reason of the non-payment when due of the principal debt secured by each mortgage as well as by reason of other defaults in said covenants and the said William C. Newnam and Isabelle Roe Newnam, Mortgagees as aforesaid have elected to avail themselves of the remedies given them in such cases by each mortgage and are about to sell the mortgaged property by making sale of the same at one sale in execution of the powers of sale conferred upon them by each mortgage cause of the defaults mentioned.

Now the condition of the above obligation is such that if the above bound William C. Newnam and Isabelle Roe Newnam, his wife 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 such mortgaged property or the proceeds thereof, then the above obligation is to be void; it is otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of Norman S. Dudley Norman S. Dudley

WM. C. NEWNAM (SEAL) William C. Newnam

ISABELLE ROE NEWNAM (SEAL) Isabelle Roe Newnam

American Surety Company of New York

by MADISON BROWN Madison Brown Its Attorney in Fact. Corporate Seals Place.

On the back of the foregoing Bond was thus endorsed to wit: Security Approved and bond filed August 10th, 1940.

A. Sydney Gadd, Jr. Clerk

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 161, 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 August, A. D., 1940.

Seal's Place.

A. SYDNEY GADD JR. Clerk

REPORT OF SALE Filed August 13, 1940

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

William C. Newnam, Isabelle Roe Newnam, his wife, Mortgagees, versus William Spencer, Mary E. Spencer, his wife, Mortgagors. CAUSE No. 3257.

To the Honorable, the Judges of said Court:

The Report of William C. Newnam and Isabelle Roe Newnam, his wife, the plaintiffs named above who will hereinafter call themselves "Vendors" unto Your Honors respectfully set forth.

- (1) That on or about May 8, 1937 William Spencer and Mary E. Spencer, his wife, the defendants who will hereinafter be referred to and called "Mortgagors", by a mortgage bearing the date mentioned conveyed certain land in said mortgage described (which land will hereinafter be referred to as "The Mortgaged Land" unto your vendors to secure unto them the payment of the debt of twenty seven hundred dollars in said mortgage described, and this mortgage was duly recorded among the land record Books of said county in Liber W. H. C. No. 4-A, on folio 596.
A certified copy of this mortgage is on file in these proceedings marked "Exhibit A".
- (2) That on or about November 11, 1937 the said mortgagors by a mortgage bearing that date conveyed the mortgaged land mentioned above, that is to say: the same land unto your vendors to secure unto them the payment of an additional debt of five hundred dollars in said mortgage described and this mortgage was duly recorded among the land records of said county in Liber W. H. C. No. 5-A, on folio 516.
A certified copy of this mortgage is on file in these proceedings marked "Exhibit B".
- (3) That as will appear by reference to said Exhibits each of the mortgages mentioned above contains a power of sale of the mortgaged land to be exercised by the mortgagee in case default should be made by the mortgagors in their covenants contained in the mortgage.
- (4) That prior to the time of the filing of the bond hereinafter mentioned default had occurred in the terms of the mortgage first hereinabove described by reason of the non-payment of the principal mortgage debt secured thereby at the time named therein for the payment of said debt and default had occurred in the terms of the mortgage next hereinabove described by reason of the non-payment of the principal debt secured thereby at the time named therein for the payment of said debt.
- (5) That prior to the day of sale hereinafter mentioned your vendors gave more than twenty days previous notice of said sale by advertisement of said sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County aforesaid.
A copy of said advertisement of sale bearing the certificate of the publisher of the said newspaper as to the time, of said advertisement is attached to this report as part hereof.
- (6) That prior to the day of sale hereinafter mentioned your vendors filed with the Clerk of this Court a bond given to the State of Maryland executed by themselves and the American Surety Company of New York (a corporation having due authority to become sole surety on bond of trustees) as surety in the penal sum of three thousand dollars containing the condition required by law of Maryland relative to the foreclosure of mortgages under powers of sale contained therein. This bond was accepted and approved by said Clerk and a certified copy thereof made by him has been filed in the proceedings of this cause.
- (7) That pursuant to the advertised notice of said sale your vendors did attend in front of the court house door in the town of Centreville, Queen Anne's County, State of Maryland on August 13th., 1940 at the hour of 2 o'clock P. M. and then and there proceeded to make sale of said real estate in the following manner, to wit: The advertisement of sale was read aloud on behalf of your vendors by Madison Brown, their attorney who announced that said sale would take place forthwith and then J. E. Anthony, auctioneer, offered said mortgaged land at public sale at the time and place above mentioned to the highest bidder and after he had cried the sale your vendors at time and place above mentioned in execution of the power of sale contained in each mortgage as if the same had been contained in one mortgage sold the mortgaged land described in the advertisement of sale unto the said vendors, to wit: the said William C. Newnam and Isabelle Roe Newnam, his wife as tenants by the entireties we, the said vendors being then and there the highest bidder therefor at and for the sum of three thousand dollars.

which is respectfully submitted.

WILLIAM C. NEWNAM
William C. Newnam, mortgagee,

ISABELLE ROE NEWNAM
Isabelle Roe Newnam, mortgagee.

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

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

I hereby certify that on this 13th day of August in the year nineteen hundred and forty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid personally appeared William C. Newnam and Isabelle Roe Newnam, mortgagees, above named and each made oath in due form of law that the matters and things set forth in the foregoing report are true as therein stated to the best of their knowledge and belief and that the sale therein described was fairly made.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen Anne's
County.

Filed August 13th, 1940.

CERTIFICATE OF PUBLICATION
 OF SALE
 Filed August 13, 1940.

MORTGAGE SALE OF FARM
 BETWEEN INGLESIDE AND
 BARCLAY

By a mortgage dated May 8, 1937 (recorded in Liber W. H. C. 4A on folio 596 (land record book of Queen Anne's County) made to secure payment of debt therein specified, and by another mortgage dated November 11, 1937 (recorded in Liber W. H. C. 5A, fol. 516, land record of same county), made to secure payment of the debt therein specified, William Spencer and Mary E. Spencer, his wife as mortgagors conveyed the same land, that hereinafter described, unto William C. Newnam and Isabelle Roe Newnam, his wife, as mortgagees. Default has occurred in the terms of both mortgages and because thereof the said undersigned mortgagees in execution of the power of sale conferred upon them by each 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, AUGUST 13, 1940, at two o'clock, P. M., the land conveyed by said mortgage and consisting of:

All that farm or tract of land called "Linden Hall" or "William Spencer Farm" situated in the First Election District of Queen Anne's County, State of Maryland, on the left side of the State Road leading from Ingleside to Barclay, adjoining on one side the land of Dr. Metcalfe, and containing 202 acres of land, more or less. The land is fully described in the first mentioned mortgage.

Improvements consist of a frame dwelling house, cow stable and barn, poultry house, garage.

TERMS OF SALE: One-third cash, balance in 6 to 12 months or all cash as the purchaser may elect at the time of the sale; credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned. A deposit of \$500.00 will be required of purchaser at time and place of sale; balance to bear interest from day of sale.

WILLIAM C. NEWNAM,
 ISABELLE ROE NEWNAM,
 Mortgagees.

J. E. Anthony, Auctioneer.
 Madison Brown, Attorney.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. August 12, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Notice of Mortgage Sale in the case of Wm. C. Newnam and Isabelle Roe Newnam under mortgages to them from William Spencer and Mary E. Spencer, 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 3 successive weeks the first publication thereof having been made in said newspaper on the 18th day of July, 1940, being more than 21 days before the 13th day of Aug. 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING
 CO.

By ROY H. WILSON

Filed August 13th, 1940.

N I S I

William C. Newnam,
 Isabelle Roe Newnam, his wife,
 Mortgagees

VS.

William Spencer
 Mary E. Spencer, his wife,
 Mortgagors.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
)
) CHANCERY NO. 3257
)

ORDERED, This 13th day of August A. D., 1940, that the sale of the real estate made and reported in this cause by William C. Newnam and Isabelle Roe Newnam, his wife, Mortgagees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of September next.

The Report states the amount of sales to be \$3000.00

A. SYDNEY GADD JR. Clerk.

Filed August 13th, 1940.

STATEMENT OF MORTGAGE DEBT
filed August 13, 1940.

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

William C. Newnam,)	
Isabelle Roe Newnam, Mortgagees,)	
versus	)	CAUSE NO. 3257.
William Spencer)	
Mary E. Spencer, his wife, Mortgagors.)	

Statement of Mortgage Debt.

William Spencer and Mary E. Spencer, his wife, Mortgagors
To William C. Newnam and Isabelle Roe Newnam, his wife, mortgagees DR.

1940		
Aug. 13	To amount of principal mortgage debt due by said mortgagors to said mortgagees under mortgage from the mortgagors to the mortgagees dated May 8, 1937 recorded in Liber W. H. C. No. 4-A, folio 596, of which Exhibit A filed herein is a copy	\$ 2,700.00
	To interest on \$2,700.00 from May 1st, 1940 to Aug. 13, 1940	45.90
		<u> </u>
	To principal and interest due under this mortgage	\$ 2,745.90

1940		
Aug. 13	To amount of principal debt due by Mortgagors to said Mortgagees under the mortgage from the mortgagors to the mortgagees, dated November 11, 1937, recorded in Land Record W. H. C. No. 5-A, folio 516, of which Exhibit B. filed herein is a copy	\$ 500.00
	To interest on \$500.00 from May 1, 1940 to June 10, 1940	<u>3.33</u>
	CR. by payment, June 10, 1940	\$ <u>503.33</u> 25.00
	To interest from June 10, to June 15 on \$478.33	\$ <u>478.33</u> .40
	CR. By payment June 15, 1940	\$ <u>478.73</u> 25.00
	To interest from June 15, 1940 to July 8, 1940	\$ <u>453.73</u> 1.82
	CR. --July 8, 1940. . . \$20.00 July 8, 1940. . . <u>138.00</u> \$158.00	\$ <u>455.55</u> <u>158.00</u>
	Interest on \$297.55 from July 8, 1940 to August 13, 1940	\$ <u>297.55</u> 1.79
	August 13, 1940 to amount, principal and interest due	\$ 299.34

Recapitulation:

Amount due under the first mortgage described on preceding page brought forward, to wit: the sum of	\$ 2,745.90
Amount due under the second mortgage described above	<u>299.34</u>
Total amount due under these two mortgages	\$ 3,045.24

To this amount is to be added before audit if desired by the undersigned the commissions of collection due to Madison Brown attorney in whose hands the mortgages have been placed for collection as provided in the mortgages and insurance guaranteed to be paid by these mortgagees on the mortgaged property amounting to \$62.40.

WILLIAM C. NEWNAM
William C. Newnam, mortgagee

ISABELLE ROE NEWNAM
Isabelle Roe Newnam,
Mortgagee.

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

I hereby certify that on this 13th day of August, 1940, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared William C. Newnam and Isabelle Roe Newnam, his wife, above named mortgagees and each made oath in due form of law that the foregoing is a true statement of the indebtedness due unto them by William Spencer and Mary E. Spencer, his wife, as mortgagors under the two mortgages mentioned and described in the said statement as heretofore given by the mortgagors to the mortgagees to the best of their knowledge and belief.

A. SYDNEY GADD JR.
Clerk of the Circuit Court
for Queen Anne's County.

NISI RE-ISSUED
September 5, 1940.

N I S I

William C. Newnam	)	IN THE CIRCUIT COURT
Isabelle Roe Newnam, his wife,)	
mortgagees	)	FOR QUEEN ANNE'S COUNTY
)	
VS	)	IN EQUITY
)	
William Spencer and)	
Mary E. Spencer, his wife,	)	CHANCERY No. 3257
mortgagors.)	

ORDERED, This 5th day of September, A. D. 1940, that the sale of the real estate made and reported in this cause by William C. Newnam and Isabelle Roe Newnam, his wife, Mortgagees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of October next.

The Report states the amount of sales to be \$3000.00.

A. SYDNEY GADD JR. Clerk

Filed September 5, 1940.

CERTIFICATE OF PUBLICATION OF
NISI
Filed Nov. 9, 1940.

N I S I

WILLIAM C. NEWNAM
ISABELLE ROE NEWNAM, his wife
Mortgagees
vs.
WILLIAM SPENCER and
MARY E. SPENCER, his wife,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3257.

ORDERED, This 5th day of September A. D., 1940, that the sale of the real estate made and reported in this cause by William C. Newnam and Isabelle Roe Newnam, his wife, Mortgagees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of October, next.

The Report states the amount of sales to be \$3000.00.

A. SYDNEY GADD, JR., Clerk
True Copy-
Test:

A. SYDNEY GADD, JR., Clerk.
Filed September 5, 1940.

QUEEN ANNE'S RECORD * OBSERVER

Centreville, Md. November 9 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William C. Newnam Isabelle Roe Newnam, his wife, vs. William Spencer and Mary E. Spencer, 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 5th day of September, 1940, being more than four weeks before the 5th day of October, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By EVELYN S. BUTLER

Filed Nov. 9th, 1940.

ORDER OF COURT
Filed Nov. 9, 1940.

FINAL ORDER OF RATIFICATION OF SALE.

Ordered, on this 9th day of November in the year 1940 by the Circuit Court for Queen Anne's County in Equity and by the authority of this Court that the sale of the Real Estate of William Spencer & Mary E. Spencer, his wife, mortgagors made by William C. Newnam and Isabelle Roe Newnam, his wife, mortgagees set forth and described in the within and foregoing report of sale be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order Nisi passed in the proceedings of this cause on September 5, 1940 in relation to said sale and it is further ordered that the proceedings of this cause be and the same are hereby referred unto Richard T. Earle as Special Auditor with instructions unto him to state and return to this Court an account or audit between the proceeds of the sale of said cause and William C. Newnam and Isabelle Roe Newnam, his wife, mortgagees and the parties making the sale mentioned.

And as the vendors of the property sold are the purchasers of the property, it is further ordered that Madison Brown be and he is hereby a trustee to convey the property sold to the purchasers on the payment of the purchase money without necessity of giving a bond as such trustee.

THOS. J. KEATING

Filed Nov. 9th, 1940.

REPORT AND ACCOUNT
Filed Nov. 27, 1940.

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

William C. Newnam and Isabelle Roe Newnam, his wife,	)	CAUSE
versus	)	NO.
William Spencer and Mary E. Spencer, his wife,	)	3257

To the Honorable, the Judges of said Court:

The Report of Richard T. Earle, the Special Auditor appointed by the order of Court passed in this cause to state the annexed account unto Your Honors respectfully sets forth:-

That prior to the statement of the account your Auditor took the oath required of him by law before the Clerk of this Court.

That he has stated the within account by first charging unto the plaintiffs who are the vendors making the sale reported in this cause the gross amount of the sale made and reported by them and then he has allowed thereout as follows:

Unto the vendors the commissions for making the sale provided for by the terms of the mortgage mentioned in this cause, the Court costs of the cause, the costs of advertising notice of the sale mentioned and the several orders Nisi of the cause, the cost of the bond filed by the vendors and the fee of this Auditor for stating the account which fee has been paid by the vendors unto the Auditor.

Unto the plaintiffs as mortgages the balance of the sale so charged remaining after the allowances mentioned on account of their mortgage claim, this balance not being sufficient to pay the mortgage claim in full.

The Auditor has made and attached herewith as part of this audit an account showing the balance due the mortgagees on their mortgage claim after the application to their claim of the balance mentioned above.

Which is respectfully submitted,

RICHARD T. EARLE

SPECIAL AUDITOR.

November 26, 1940.

CAUSE NO. 3257.

The proceeds of the sale of the mortgaged real estate of William Spencer and Mary E. Spencer, his wife, the mortgagors making the mortgage mentioned in this cause IN ACCOUNT WITH William C. Newnam and Isabelle Roe Newnam, his wife, mortgagees named in said mortgage and as such the persons making the sale mentioned in this cause.

1940		CR.	
Aug.	13	By amount of the gross sale of said real estate per report of sale filed by vendors, to wit:	\$ 3,000.00
		DR.	
"		To William C. Newnam and Isabelle Roe Newnam, his wife, said vendors, for their commissions for making the sale per terms of the mortgage, 6% of the gross sale, to wit: sum of	\$ 180.00
		To do., for the court costs of this cause, Appearance fee of plaintiff's attorney \$10.00 Costs of the Clerk, <u>23.75</u> Total of these costs. \$33.75	33.75 (per clerk's statement exhibited)
"		To do., for costs of advertising the notices of the sale in Centreville Newspaper per receipted account for same exhibited, sum of	36.00
"		To do., for the amount paid J. E. Anthony for crying the sale made, per his receipt for same exhibited, the sum of	10.00
"		To do., for the amount paid for the bond filed by them in this cause paid the corporate surety thereon, per receipt for same exhibited, the sum of	12.00
"		To do., for the cost of advertising the order nisi passed on the sale, and the order nisi passed on this audit nisi order passed on the sale \$ 5.00 nisi order passed on this audit <u>3.50</u> per receipted accounts for the same exhibited, to wit: the sum of	8.50
"		To Richard T. Earle, Special Auditor for stating this account, use of vendors who have paid the auditor, per his receipted bill for same exhibited, sum of	<u>9.00</u>
			\$ 289.25
"		To William C. Newnam and Isabelle Roe Newnam his wife, joint mortgagees, on account of the mortgage claim, this balance, to wit:	<u>2,719.75</u>
			\$3,000.00 \$ 3,000.00

RICHARD T. EARLE
SPECIAL AUDITOR.

November 26th, 1940.

CAUSE NO. 2457.

STATEMENT OF MORTGAGE DEBT.

William Spencer and Mary E. Spencer, his wife, mortgagors

To

William C. Newnam and Isabelle Roe Newnam, mortgagees. DR.

1940	Aug. 13	To amount of mortgage debt, principal and interest due on this date (day of sale) under the mortgage mentioned in this cause, per statement of Mortgage Debt, filed August 13, 1940, to wit:	\$3,045.24
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DR.

"		By amount distributed to the mortgagees, by the within account on account of said debt,	<u>2,710.75</u>
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To balance due after sale with interest on the balance from August 13, 1940 \$ 334.49

RICHARD T. EARLE
SPECIAL AUDITOR.

November 26th, 1940.

CAUSE NO. 2457

STATEMENT OF MORTGAGE DEBT.

William Spencer and Mary E. Spencer, his wife, mortgagors

To

William C. Newnam and Isabelle Roe Newnam, mortgagees. DR.

1940
Aug. 13 To amount of mortgage debt, principal and interest due on this date (day of sale) under the mortgage mentioned in this cause, per statement of Mortgage Debt, filed August 13, 1940, to wit: \$3,045.24

CR.

" By amount distributed to the mortgagees, by the within account on account of said debt, 2,710.75

DR.

" To balance due after sale with interest on the balance from August 13, 1940 \$ 334.49

November 26th, 1940.

RICHARD T. EARLE
SPECIAL AUDITOR.

Filed Nov. 27, 1940.

NISI RATIFICATION OF AUDIT

William C. Newnam and Isabelle) IN THE CIRCUIT COURT
Roe Newnam, his wife,)
VS.) FOR QUEEN ANNE'S COUNTY
William Spencer and) IN EQUITY
Mary E. Spencer, his wife.)
Cause No. 3257.

ORDERED, This 27th day of November in the year nineteen hundred and forty 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 20th day of December, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of December, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed November 27, 1940.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed January 6, 1941.

NISI RATIFICATION OF AUDIT

WILLIAM C. NEWNAM and
ISABELLE ROE NEWNAM,
his wife,
vs.
WILLIAM SPENCER and
MARY E. SPENCER, his wife

In The Circuit Court for Queen Anne's County In Equity. Cause No. 3257.

ORDERED, This 27th day of November in the year nineteen hundred and forty 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 20th day of December, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of December, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.

True Copy-
Test:

A. SYDNEY GADD, JR., Clerk

Filed November 27, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 4, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William C. Newnam and Isabelle Roe Newnam his wife vs. William Spencer and Mary E. Spencer, 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 28th day of November, 1940, being more than two weeks before the 20th day of December, 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Evelyn S. Butler

Filed January 6th, 1941.

ORDER OF COURT
Filed Jan. 14, 1941.

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

William C. Newnam and Isabelle Ree Newnam, his wife.

versus

William Spencer and Mary E. Spencer, his wife.

Cause No. 3257.

ORDERED, by the Circuit Court for Queen Anne's County in Equity on this 14th day of January, 1941 that the within and foregoing report of Richard T. Earle, Special Auditor be and the same is hereby ratified and confirmed finally, no notice to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi passed November 27, 1940 in this cause in relation to said report and account and William C. Newnam and Isabelle Roe Newnam, his wife, the parties making the sale mentioned in the report and account are hereby ordered and directed to apply the proceeds of the 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 their commissions and to the amount of the mortgage debt allowed in said account.

THOS. J. KEATING

Filed Jan. 14th, 1941.

CAUSE NO. 3261.

QUEEN ANNE'S COUNTY, TO W I T: Be it remembered that on the Thirtieth day of September, in the year nineteen hundred and forty, the following Order to Docket Suit was filed for record, to wit:-

H. B. W. Mitchell, Assignee,

vs.

Marian T. Ziegler and Ernest L. Ziegler, her husband.

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

A. Sydney Gadd, Jr., Clerk:

You will please docket suit as per the above titling and file certified copy of mortgage from Marian T. Ziegler and Ernest L. Ziegler, her husband, and the assignments thereof.

H. B. W. MITCHELL Attorney.

Filed Sept. 30, 1940.

CERTIFIED COPY OF MORTGAGE Filed Sept. 30, 1940;

..... #12,769. QUEEN ANNE'S COUNTY, TO W I T: Be it remembered that on the 2nd. day of December, in the year nineteen hundred and twenty-seven, the following Mortgage was brought to be recorded, to wit:-

T H I S M O R T G A G E, made this twenty eighth day of November, in the year nineteen hundred and twenty seven, by Mariam T. Ziegler and Ernest L. Ziegler, her husband, of Queen Anne's County, State of Maryland;

WHEREAS, the said Mariam T. Ziegler is justly indebted unto Thomas J. Melvin, of Queen Anne's County aforesaid, in the full sum of NINE HUNDRED DOLLARS (\$900.00), for money this day loaned to her by the said Thomas J. Melvin;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of NINE HUNDRED DOLLARS (\$900.00) shall be repaid to the said Thomas J. Melvin at the expiration of three years from the date of this mortgage, with interest thereon in the mean time at the rate of six per centum per annum, payable semi-annually from the date of this mortgage;

AND WHEREAS, it is hereby further agreed by and between the parties to this mortgage that the said Mariam T. Ziegler shall have the privilege of making partial payments on account of the said principal debt secured by this mortgage, provided that such partial payments shall in each case amount to at least the sum of ONE HUNDRED DOLLARS (\$100.00) or some multiple thereof, and provided further that such partial payments shall in each case be made only at the time of the maturity of an interest payment, and in the event any such partial payment shall be made as aforesaid, interest on the amount of such partial payment shall cease from the date of such payment;

AND WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid 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 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 Mariam T. Ziegler and Ernest L. Ziegler, her husband, do hereby grant and convey unto the said Thomas J. Melvin, his heirs and assigns, in fee simple, the following described lot or parcel of land, to wit:

ALL that lot or parcel of land, part of a tract called "Dockery's Lot", situate, lying and being at Centreville Landing, near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING in the public road near the residence of (or formerly of) James W. Thompson and running thence with the said road South twenty two degrees East, fourteen perches; thence North sixty two degrees East, nine perches; thence North West, sixteen perches; and thence South twenty five degrees West, three and one-half perches to the said place of beginning, containing two (2) roods and fifteen (15) perches of land, more or less; being the same lot or parcel of land which was granted and conveyed to Thomas W. Kendall by George W. Frazier and Mary Catherine Frazier, his wife, by deed bearing date the seventh day of October, eighteen hundred and seventy four, and recorded in Liber W. A. G. H. No. 1, folios 328, etc., a land Record Book for Queen Anne's County aforesaid, which said lot or parcel of land was devised to the said Mariam T. Ziegler (as Mariam T. Kendall) by the last will and testament of the said Thomas W. Kendall, bearing date the eighteenth day of November, nineteen hundred and two, and

recorded in Liber R. W. T. No. 1, folios 109, etc., a will record book for Queen Anne's County aforesaid.

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

PROVIDED, that if the said Mariam T. Ziegler, her heirs, executors, administrators or assigns, shall well and truly pay to the said Thomas J. Melvin, 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 her and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mariam T. Ziegler, her heirs and assigns, shall possess said property.

AND the said Mariam T. Ziegler, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Thomas J. Melvin, 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. Melvin, 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 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 Mariam T. Ziegler, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Thomas J. Melvin, 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 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 Mariam T. Ziegler, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said Mortgagors:

MARIAM T. ZIEGLER (SEAL)

TEST: SAMUEL T. BOUCHELLE

ERNEST L. ZIEGLER (SEAL)

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

I HEREBY CERTIFY that on this 28th day of November, 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 Mariam T. Ziegler and Ernest L. Ziegler, her husband, and each acknowledged the foregoing MORTGAGE to be their respective; and at the same time also before me, the subscriber, personally appeared William R. Horney, Agent of Thomas J. Melvin, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth, and further made oath as aforesaid that he is Agent of the said Thomas J. Melvin, the said within named Mortgagee.

SAMUEL T. BOUCHELLE
 Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 8th day of November, in the year 1929, the following Assignment was brought to be recorded, to wit:

For value received I hereby assign the within mortgage unto The Stevensville Bank of Maryland a body corporate.

In witness whereof I have hereunto signed my name and affixed my seal this 6th day of November 1929

Witness

THOS. J. MELVIN (SEAL)

BELBIN THOMAS

Queen Anne's County, to wit: Be it remembered that on the 9th day of January in the year 1931, the following Assignment was brought to be recorded, to wit:

For value received The Stevensville Bank of Maryland does hereby assign the within and foregoing mortgage unto Robert L. Lane, but without recourse to or guarantee by bank in any manner. In Witness Whereof the said bank has caused its name to be hereunto signed by Dr. Chas. E. Snyder, its President and its corporate seal to be hereunto affixed by Barnes Legg its Cashier this 6th day of January nineteen hundred and thirty one.

THE STEVENSVILLE BANK OF MARYLAND
Stevensville, Md.

Attest:

BARNES LEGG Cashier

Dr. Chas. E. Snyder President

Seal's
Place.

Queen Annes County, to wit: Be it remembered that on the Thirtieth day of September, in the year nineteen hundred and thirty seven the following Assignments were brought to be recorded, to wit:

FOR VALUE RECEIVED, I, Eva L. Mammele, surviving executrix of the last will and testament of Robert L. Lane, late of Sussex County, State of Delaware, do hereby transfer and assign the within and foregoing mortgage unto Eva L. Mammele and Gladys C. Cauffiel, as tenants in common, in accordance with the terms and provisions of the last will and testament of the said Robert L. Lane, deceased, Lula Lane, the other executrix and the life beneficiary of the trust created by the terms and provisions of said last will and testament of the said Robert L. Lane, deceased, having died before the completion of the administration upon the estate of the said Robert L. Lane, deceased.

WITNESS my hand and seal, this 7th day of August, 1937:

TEST: (as to surviving
executrix).

MARGUERITE DUGAN BODZIAK

EVA L. MAMMELE (SEAL)
Surviving executrix of the last
will and testament of Robert L.
Lane, deceased.

FOR VALUE RECEIVED, we, Eva L. Mammele and Gladys C. Cauffiel, do hereby transfer and assign the within and foregoing mortgage unto A. Howard Covey, with interest from the 28th day of May, 1937, without recourse or guarantee.

WITNESS our hands and seals, this 22nd day of September, 1937:

TEST: (as to assignors).

MARGUERITE DUGAN BODZIAK as to
both

EVA L. MAMMELE (SEAL)

GLADYS C. CAUFFIEL (SEAL)

FOR VALUE RECEIVED, I, A. Howard Covey, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, with interest from the 28th day of May, 1937, without recourse or guarantee.

WITNESS my hand and seal, this 25th day of September, 1937:

TEST: HILDA T. SEWARD

A. HOWARD COVEY (SEAL)

FOR VALUE RECEIVED, I, William R. Horney, do hereby transfer and assign the within and foregoing mortgage unto A. Howard Covey and Mamie B. Covey, his wife, as tenants by the entireties, with interest from the 28th day of May, 1937, without recourse or guarantee.

WITNESS my hand and seal, this 25th day of September, 1937:

TEST: HILDA T. SEWARD

WILLIAM R. HORNEY (SEAL)

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

For value received, the within and foregoing mortgage is hereby transferred and assigned to H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness our hands and seals this 28th. day of September, 1940.

Witness: A. HOWARD COVEY (SEAL)
MAMIE B. COVEY (SEAL)
T. H. FURBUSH

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 7, folios 351, 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 30th day of September, in the year nineteen hundred and forty.

Seal's Place. A. SYDNEY GADD JR. Clerk

CERTIFIED COPY OF BOND
Filed October 28, 1940.

Queen Anne's County, to wit: Be it remembered that on the twenty eighth day of October, in the year Nineteen Hundred and forty the following Bond was filed for record, to wit:

Know all men by these presents that we, H. B. W. Mitchell, of Queen Annes County, State of Maryland, as principal, and the Maryland Casualty Company a body corporate, duly authorized by its Charter to become sole surety on bonds as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Hundred dollars, 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, 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 25th day of October, in the year Nineteen Hundred and forty. Whereas, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Miriam T. Ziegler and Ernest L. Ziegler, her husband, to Thomas J. Melvin, dated the 28th day of November 1927 and recorded in Liber B. H. T. No. 7, a Land Record Book for Queen Annes County, folio 351, and duly assigned by msne assignments unto 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 sole of such mortgage property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
KATHERINE C. MORRIS
H. B. W. MITCHELL (SEAL)
H. B. W. Mitchell
MARYLAND CASUALTY COMPANY
By H. B. W. Mitchell, Attorney in fact
H. B. W. Mitchell

Corporate
Seals
Place.

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

Security approved and bond filed October 28th, 1940

A. SYDNEY GADD, JR. Clerk

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 165, a Bond Record Book in the Office of the Clerk of the Circuit Court 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 28th day of October, in the year nineteen hundred and forty.

Seal's
Place.

A. SYDNEY GADD, JR.
Clerk Circuit Court for Queen Anne's County

REPORT OF SALE
Filed October 29, 1940

H. B. W. Mitchell Assignee,

vs.

Mariam T. Ziegler and
Ernest L. Ziegler, her husband,
Mortgagors.

In the Circuit Court for Queen
Anne's County, in Equity. No.
3261.

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, Assignee for the purpose of foreclosure and collection of the mortgage from Mariam T. Ziegler and Ernest L. Ziegler, her husband, to Thomas J. Melvin, dated the 28th. day of November, 1927, and recorded in liber B. H. T. No. 7, a land record book for Queen Anne's County, folio 351, and by mesne assignments duly assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection, a certified copy of said mortgage and the several 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 taxes levied on the mortgaged, 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 Record-Observer, a Newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, did, pursuant to said notice and advertisement, attend in front of the Court House Door, in Centreville, Queen Anne's County, Maryland, Tuesday, October 29th., 1940, at the hour of 12.30 o'clock p. m., and did then and there proceed to sell by public auction the land and premises described in said mortgage, in the manner following, that is to say:

After the said H. B. W. Mitchell, Assignee as aforesaid, had read the advertisement, the said H. B. W. Mitchell, Assignee as aforesaid, proceeded to sell by public auction all that lot and/or parcel of land, improved by dwelling house and outbuildings, situate, lying and being at Centreville Landing, near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BE-GINNING in the public road near the residence formerly of James W. Thompson and running with the said road south, 22 degrees east, 14 perches, thence north, 62 degrees east, 9 perches, thence northwest 16 perches, and thence south, 25 degrees west, 3½ perches to the said place of beginning, containing two roods and fifteen perches of land, more or less, and being the same lot and/or parcel of land that was devised to the said Mariam T. Ziegler (as Mariam T. Kendall) by the last will and testament of Thomas W. Kendall, dated the 18th. day of November, 1902, and recorded in liber R. W. T. No. 1, a will record book for Queen Anne's County, folio 109, and sold the same to A. Howard Covey and Mamie B. Covey, his wife, they being then and there the highest bidder therefor, at and for the sum of seven hundred and fifty dollars. The purchaser have not made settlement for said property yet but said H. B. W. Mitchell feels satisfied they will make satisfactory settlement.

All of which is respectfully submitted.

H. B. W. MITCHELL
H. B. W. Mitchell
Assignee of Mortgage.

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

I hereby certify that on this 29th. day of October, 1940, 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 aforesaid, and made oath that the matters and things stated in the foregoing report of sale were true as therein set forth and that the sale was fairly made.

A. SYDNEY GADD JR.
A. Sydney Gadd, Jr.,
Clerk of the Circuit Court for
Queen Anne's County.

Filed October 29, 1940.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed October 29, 1940.

PUBLIC SALE
-OF-
RESIDENTIAL
PROPERTY
UNDER POWER
OF
SALE IN MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from Mariam T. Ziegler and Ernest L. Ziegler her husband, to Thomas J. Melvin dated the 28th day of November, 1927, and by mesne assignments duly assigned to the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, the undersigned, H. B. W. MITCHELL, Assignee will sell at public sale in front of the Court House Door in Centreville, Maryland, on TUESDAY, OCTOBER 29, 1940, at 12:30 P. M., the following real estate to wit:

All that lot or parcel of land, improved by frame dwelling house and outbuildings; being part of a tract of land called "Dockery's Lot", situate, lying and being at or near Centreville Landing, near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING in the public road near the residence owned by Queen Anne's County, on the opposite side of the road therefrom, and running thence with said road South, 22 degrees East 14 perches, thence North, 62 degrees East, 9 perches, thence northwest 16 perches, and thence South, 25 degrees West, 3½ perches to the aforesaid place of beginning, containing two (2) rods and fifteen (15) perches of land, more or less.

The improvements consist of two-story, eight-room dwelling house, 2-car garage and necessary outbuildings.

TERMS OF SALE: One-half of the purchase money will be required at the time of the sale and the balance in six months from day of sale or all cash at the option of the purchaser. All deferred payments to bear interest from day of sale and to be secured by the note of the purchaser with security to the satisfaction of the undersigned. Title papers and revenue stamps to be at the expense of the purchaser.

H. B. W. MITCHELL
Assignee

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 29, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Public Sale in the case of Ziegler vs. Melvin 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 3rd day of October, 1940, being more than twenty days before the 29th day of October, 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Evelyn S. Butler

N I S I

H. B. W. Mitchell, Assignee

VS.

Mariam T. Ziegler and
Ernest L. Ziegler, her husband,
Mortgagors.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CHANCERY No. 3261.

ORDERED, This 29th day of October A. D., 1940, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of November next.

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

A. SYDNEY GADD JR. Clerk.

Filed Oct. 29th, 1940.

STATEMENT OF MORTGAGE DEBT
Filed Nov. 5, 1940.

H. B. W. Mitchell, Assignee,	|	In the Circuit Court for
vs.	|	Queen Anne's County, in
Mariam T. Ziegler and Ernest L. Ziegler, her husband.	|	Equity, No. 3261.

Statement of Mortgage Debt.

Principal amount of debt secured by mortgage from Mariam T. Ziegler and Ernest L. Ziegler, her husband, to Thomas J. Melvin, dated November 28th., 1927, and recorded in liber B. H. T. No. 7, a land record book for Queen Anne's County, folio 351, and by mesne assignments assigned unto A. Howard Covey and Mamie B. Covey, his wife, and by them assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection \$900.00

Interest from November 28th., 1938, to October 29th., 1940, (day of sale) 1 year 11 months and 1 day - - -	103.65
	<u>\$1003.65</u>

June 29th., 1940, Credit - - - - \$25.00	
4 months interest - - - - .50	<u>25.50</u>
	\$ 978.15

Attorney's Commissions @ 5% - - - - -	<u>48.91</u>
	\$1027.06

Credit - - - - - \$25.00	
Less cost of certified copy of Administration and distribution account - - - - - 2.50	<u>22.50</u>
	\$1004.56
Taxes paid - - - - -	<u>16.62</u>
	\$1021.18

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

I hereby certify that on this 5th. day of November, 1940, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared A. Howard Covey and made oath that the foregoing statement of mortgage debt was true as stated.

IN TESTIMONY WHEREOF I hereunto subscribe my name this 5th. day of November, 1940.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen
Anne's County.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Jan. 2, 1941.

N I S I

H. B. W. MITCHELL,
Assignee
vs.
MARIAM T. ZEIGLER and
ERNEST L. ZEIGLER, her husband,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. CHANCERY NO. 3261.

ORDERED, This 29th day of October A. D., 1940, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each

of four successive weeks before the 30th day of November next.

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

A. SYDNEY GADD JR., Clerk

True Copy-

Test; A. SYDNEY GADD, JR., Clerk

Filed October 29th, 1940.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 2, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO., hereby certifies that the Orders Nisi in the case of H. B. W. Mitchell vs. Mariam T. Ziegler and Ernest L. Zeigler, her husband, 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 7th day of November, 1940, being more than four weeks before the 30th day of November, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By EVELYN S. BUTLER

Filed Jan. 2, 1941.

ORDER OF COURT
filed Jan. 7, 1941.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this seventh day of January nineteen hundred and forty one that the sale made and reported in the aforesaid cause of H. B. W. Mitchell, Assignee of Mortgage, vs. Mariam T. Ziegler and Ernest L. Ziegler, her husband, Mortgagors, being cause 3261 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 Jan. 7, 1941.

CAUSE No. 3188.

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

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

Sadie Silverberg and	#	
Jacob Silverberg, her husband,	#	
Mary E. Cole and	#	
Harry J. Cole, her husband,	#	
Henrietta S. Glover,	#	
John W. Smith, Jr., and	#	
Myrtle Smith, his wife,	#	Cause No.
Mary L. Smith,	#	
William G. Smith,	#	
Plaintiffs,	#	
VS.	#	
Wright Smith,	#	
Defendant.	#	

To the Honorable the Judges of said Court:

Your orators complaining, say:

1. That Martha A. Smith, late of Queen Anne's County, deceased, was, in her life time, and at the time of her death, seized and possessed, in fee simple, of all those two valuable lots or parcels of land situate, lying and being in the town of Centreville, the Third Election District of Queen Anne's County, Maryland, improved by a two story frame dwelling and other building or buildings, the said lots being adjacent to each other and combined in one property wherein the deceased resided at the time of her death; adjoining the properties of Winfield Roe, formerly the Louisa S. Elsroad property, Mrs. S. Earle Feddeman, the property of The Methodist Episcopal Church and the properties of others. That Martha A. Smith was so seized and possessed of said property on account of a certain deed to her from William McKenney and wife, bearing date of April 28th., 1888, and recorded in Liber W. D. No. 1, folios 496 & etc., a Land Record Book for Queen Anne's County, a certified copy of which is filed herewith marked "Plaintiff's Exhibit A" and prayed to be taken as a part hereof; and for and on account of a certain deed to her from The Trustees of The Methodist Episcopal Church in Centreville in Queen Anne's County, Maryland, bearing date of December 19th., 1905, and recorded in Liber S. S. No. 1, folios 290 & etc., a Land Record Book for Queen Anne's County, a certified copy thereof marked "Plaintiffs' Exhibit B", filed herewith and prayed to be taken as a part hereof; saving and excepting from the operation of the aforesaid deeds all of the real estate in anyway affected due to a deed from the said Martha A. Smith and her husband to Eugene Penington and others, the said deed being a quitclaim deed and release, said deed bearing date of January 15th., 1896, and recorded in Liber W. H. C. No. 4, folios 183 & etc., a Land Record Book for Queen Anne's County, a certified copy thereof marked Plaintiffs' Exhibit C", filed herewith and prayed to be taken as a part hereof.

2. That the said Martha J. Smith being so seized and possessed at the time of her death on or about September 6th., 1924, intestate, of said real estate in the town of Centreville fronting on Waters Street in the town of Centreville, left surviving her a husband, John W. Smith, and the following children, to wit: Sadie Silverberg nee Smith, Mary E. Cole nee Smith, Henrietta S. Glover nee Smith, John W. Smith, Jr., Joseph Smith, William G. Smith and Wright Smith as her only heirs at law, all adults.

3. That your oratrix Sadie Silverberg is married to your orator, Jacob Silverberg; and they reside at Atlantic City, N. J.; that your oratrix, Mary E. Cole, is married to your orator, Harry J. Cole, and they reside in Queen Anne's County, Maryland; That your oratrix, Henrietta S. Glover is a divorcee, and she resides in Philadelphia, Penna.; that your orator, John W. Smith, Jr. is married to your oratrix, Myrtle Smith, and they reside in Philadelphia, Penna.; That Joseph Smith, a son of Martha A. Smith, living at the time of her death, died intestate sometime in the year 1937, leaving no children or descendants from any child, but leaving your oratrix, Mary L. Smith, his widow, and she resides in the State of Pennsylvania; that your orator, William G. Smith, is a single man, and resides in Philadelphia, Penna.; that the defendant, Wright Smith, is a single man and resides in Queen Anne's County, Maryland.

4. That John W. Smith, surviving husband of Martha A. Smith, died sometime in the month of October, 1938, in Queen Anne's County, Maryland, leaving as your orators are advised, a Last Will and Testament, in which after a bequeath to each of his children except William G. Smith and Wright Smith the sum of five dollars each, the rest and residue of his estate was devised to Wright Smith, the said will has not been probated although your orators are advised that the same will be probated shortly.

5. That a partition of said property can not be made among the parties thereto entitled, in accordance with their respective interests therein without loss or injury to them.

6. That no letters of administration have been granted on the estate of the said Martha A. Smith, due to the fact that the said decedent left practically no personal estate and your orators are advised that a notice to creditors will have to be given to the creditors of Martha A. Smith to prove their claim in this Court in order that the title to the aforesaid real estate may be marketable.

To the end, therefore,

1. That a decree may be passed for the sale of the aforesaid property by a Trustee appointed by this Honorable Court to make sale thereof, and a distribution of the proceeds derived from said sale, after deducting therefrom all expenses incident to said sale, among the parties entitled thereto in accordance with their respective interests therein.

2. That a Notice to Creditors of Martha A. Smith be given to the creditors of Martha A. Smith to prove their claims in this Court, with proper vouchers therefor, or else be barred from any claim therefor against the real estate described herein.

3. That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena, directed to the said Wright Smith residing in Queen Anne's County, Maryland, commanding him 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.,

CHAS. E. TUCKER
Solicitor for Plaintiffs.

EXHIBIT A.
Filed Nov. 18, 1938.

Queen Anne's County, to wit: Be it remembered, that on this Twenty first day of June, in the year One Thousand eight hundred and eighty eight, the following Deed was brought to be recorded, to wit:

This Deed, made this 28th day of April in the year Eighteen hundred and eighty eight by and between William McKenney and Evelyn J. McKenney, his wife, and Martha A. Smith of Queen Anne's County, in the State of Maryland, Witnesseth: That for and in consideration of the sum of Eight hundred dollars, We, the said William McKenney, and Evelyn J. McKenney, his wife, do grant and convey, in fee simple, unto the said Martha A. Smith, All that house and lot situate, lying and being in the town of Centreville on Water Street extended, and is also in the Apex formed by Water Street extended and Broadway Street, and is the same lot and parcel of land more particularly at large described as "Lot No. 2", in a Deed from John Goldsborough and wife to William McKenney, bearing date the seventeenth day of December, Eighteen hundred and sixty seven, recorded in Liber S. E. D. No. 3, folios 327 & 328, a Land Record Book for Queen Anne's County aforesaid:

And the said William McKenney hereby covenants that he will warrant specially the property hereby conveyed.

As Witness their hands and seals the day and year above written.

Witness: John E. Harman

WILLIAM MCKENNEY (SEAL)

EVELYN J. MCKENNEY (SEAL)

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

I hereby certify, that on this 28th day of April, in the year Eighteen hundred and eighty eight, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared the said William McKenney and Evelyn J. McKenney, his wife, and acknowledged the foregoing Deed to be their respective act. Acknowledged before me.

John E. Harman, J. P.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. D. No. 1, folios 496, etc., a Land Record Book for Queen Anne's County aforesaid.

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 Eighteenth day of November, in the year nineteen hundred and thirty eight.

WM. H. CARTER Clerk

EXHIBIT B
Filed Nov. 18, 1938.

Queen Anne's County to wit: Be it remembered that on the ninth day of May in the year Nineteen Hundred and six the following Deed was brought to be recorded to wit:

This Deed of Conveyance, made this nineteenth day of December in the year nineteen hundred and five, by the "Trustees of The Methodist Episcopal Church in Centreville, in Queen Anne's County and State of Maryland, a body corporate duly incorporated under the laws of the State of Maryland, and located in Queen Anne's County, State of Maryland, Witnesseth that for and in consideration of one hundred and sixty four dollars, the receipt of which is hereby acknowledged, the said body corporate, "Trustees of The Methodist Episcopal Church in Centreville in Queen Anne's County and State of Maryland" doth hereby grant and convey unto Martha A. Smith of Queen Anne's County, State of Maryland, her heirs and assigns, in fee simple, all that piece, parcel or lot of land situate in the town of Centreville, in the county, and State aforesaid, adjoining the land of said grantee and others and which may be described as follows, to wit: Beginning at a point at which the herein granted land corners with the land of the grantee and the land of Louisa S. Elsroads and running thence with the line of the land of said Elsroads, and towards the Methodist Episcopal Church building eighty two feet to the place where the land of the said Elsroads, the land of Sidney Bryan and the land of the aforesaid church corner; thence north thirty two degrees thirty minutes east to the land of the late Robert McF. Price and thence with the line of his land to the land of said grantee: and thence with her land to said Place of Beginning. And the said Martha A. Smith in accepting this deed of conveyance and as part of the consideration therefor, for herself, her heirs, executors, administrators and assigns, covenants to and with the aforesaid grantor, its successors and assigns, to build and erect at her own cost and expense and without delay, a tight board fence six feet high on and along the second boundary line of the above granted land from the line of the land of said Louisa S. Elsroads to the line of the land of the said Robert McF. Price and to keep up and in good repair and condition maintain and keep the said fence perpetually and forever at her own cost. And This Deed further witnesseth that the said body corporate "Trustees of The Methodist Episcopal Church in Centreville, in Queen Anne's County and State of Maryland", hath constituted and appointed and doth hereby constitute and appoint William C. Tucker, of Queen Anne's County, State aforesaid, its true and lawful attorney, for it and in its name and as its act and deed to acknowledge this deed before any person authorized to take acknowledgements to deeds in order that the same may be executed and recorded agreeably to law.

In Testimony Whereof the said body corporate, "Trustees of The Methodist Episcopal Church in Centreville, in Queen Anne's County and State of Maryland" hath caused its President to sign his name hereunto and the corporate seal of the said body corporate to be hereunto affixed.

Witness

A. H. Wright
Chas. A. Busted

Trustees
M. E. Church
Seal
Centreville
Md.

W. D. Troy M. D. (SEAL)
President of the Trustees of the
Methodist Episcopal Church in
Queen Anne's County and State of
Maryland.

State of Maryland)
Queen Anne's County) To wit: I Hereby Certify that, on this nineteenth day of December in the year nineteen hundred and five, before me, the subscriber a Justice of the peace of the State of Maryland, in and for Queen Anne's County, personally appeared William C. Tucker, the person named in the Letters of Power of Attorney in the aforesaid deed, who by virtue of and pursuant to the power and authority thereby conferred on him, for it and in its name and as its act and deed, acknowledged the aforesaid deed to be the act and deed of the body corporate, "Trustees of the Methodist Episcopal Church in Centreville, in Queen Anne's County and State of Maryland.

J. W. W. Woodford
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforesaid is truly taken and copied from Liber S. S. No. 1, folios 290, 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 Eighteenth day of November, in the year nineteen Hundred and thirty eight.

Seal's
Place.

WM. H. CARTER Clerk

EXHIBIT C
Filed Nov. 18, 1938.

Queen Anne's County to wit: Be it remembered that on the thirty first day of January in the year Eighteen Hundred and ninety six the following Deed was brought to be recorded to wit:

This Deed of Quit Claim and Release made this fifteenth day of January in the year Eighteen hundred and ninety six by John W. Smith and Martha A. Smith, his wife of Queen Anne's County, State of Maryland, witnesseth:- Whereas William McKenney and Evelyn J. McKenney, his wife, on the 28th day of April 1888 by Deed of that date recorded in Liber W. D. No. 1, folios 496 & c A Land Record Book for Queen Anne's County aforesaid made a grant of certain Real estate in the town of Centreville, County and State aforesaid, now in the occupancy and possession of the said Martha A. Smith and inadvertently and by error enlarged the description in said Grant so as to include within it adjacent Real Estate belonging to Eugene Pennington Josephine W. H. Lowery and John B. Brown in severalty, which in the future, if not corrected, might lead to confusion and embarrassment and throw a cloud on the title to said lands of said respective Parties and the said John W. Smith and Martha A. Smith desire hereby at once to correct said error and quit claim to said Properties.

Therefore, in consideration of the foregoing Premises and the sum of one dollar the said John W. Smith and Martha A. Smith, his wife, do hereby grant and convey, release and discharge and forever quit claim unto the said Eugene Pennington, Josephine W. H. Lowery and John B. Brown severally and respectively and to their several and respective Heirs and assigns the several Parcels of Land and Real Estate unto them severally and respectively belonging included by descriptions in the grant and conveyance as aforesaid made by William McKenney and wife to the said Martha A. Smith, reserving and retaining in full force and effect unto the said Martha A. Smith, her Heirs and assigns the grant and conveyance contained in the said deed of the 28th day of April 1888 from William McKenney and wife, to her of the Lot of Land thereby intended to be and actually conveyed to wit:

All that Lot of Land in the town of Centreville fronting on water street extended or wharf Land, said frontage extending from the property and real Estate fronting on said street belonging to Mrs. Louisa S. Elsroad to the Property conveyed by Edwin H. Brown, assignee to the said Eugene Pennington by deed dated the 18th day October 1890 and recorded in Liber W. D. No. 5, folios 65 & 66, A Land Record Book for Queen Anne's County aforesaid and bounded then with and by said Lot of Land of Eugene Pennington and then the of Josephine W. H. Lowery and John B. Brown, generally known as the Building Association property and then on the south and east side by the Methodist Episcopal Church Property and the aforesaid Property of Mrs. Louisa S. Elsroad. And the said John W. Smith and Martha A. Smith, his wife, do hereby release and discharge the said William McKenney from any responsibility for the mistake and error aforesaid.

As witness their hands and seals.

Witness:

R. HOPPER SMITH

John W. Smith (SEAL)

Martha A. Smith (SEAL)

State of Maryland Queen Anne's County, to wit: I hereby certify that on this twenty ninth day of January in the year Eighteen Hundred and ninety six personally appeared before me, a Justice of the Peace of the State in and for the County aforesaid John W. Smith and Martha A. Smith, his wife, and acknowledged the foregoing Deed of Quit claim and Release to be their respective act for the purpose therein named and set forth.

R. Hopper Smith J. P.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 4, folios 183, 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 Eighteenth day of November, in the year nineteen hundred and thirty eight.

Seal's
Place.

WM. H. CARTER CLERK

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed Nov. 19, 1938.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's
Place.

Wright Smith

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of December next, to answer the complaint of Sadie Silverberg, 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 1938.
Issued the 18th day of November, 1938.

WILLIAM H. CARTER CLERK.

CHARLES E. TUCKER
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 December next, being the Return Day.

WILLIAM H. CARTER Clerk

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

Summoned Wright Smith and copy of Summons left with him.
November 19- 1938
T. H. Everett
Sheriff

PETITION FOR DECREE PRO CONFESSO
Filed Dec. 22, 1938.

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

Sadie Silverberg et al.,
Plaintiffs,

#

VS.

#

Cause No. 3188.

Wright Smith,
Defendant

#

#

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Sadie Silverberg and Jacob Silverberg, her husband, Mary E. Cole and Harry J. Cole, her husband, Henrietta S. Glover, John W. Smith, Jr., and Myrtle Smith, his wife, Mary L. Smith and William G. Smith, Plaintiffs, by Charles E. Tucker, their solicitor, to your Honors, respectfully show:

First: That the Bill of Complaint was filed in this cause on Nov. 18th., 1938, in which a subpoenae was directed to be issued to Wright Smith, adult defendant, resident of Queen Anne's County, Maryland.

Second: That a subpoena was issued by the Clrk of this Court directed to the Sheriff of Queen Anne's County, on the 18th. of November, 1938, to summons said adult defendant.

Third: That the said adult defendant was duly summoned on Nov. 19th., 1938, as will duly appear by summons and return thereof.

Fourth: That the said Wright Smith has neither entered his appearance in this cause within fifteen days after the first Monday in December, either in person or by solicitor, and your petitioners are advised that they are entitled to secure a decree pro confesso against the said Wright Smith on account of said failure to appear as aforesaid.

May it please your Honors to grant unto your petitioners a Decree Pro Confesso against the defendant, Wright Smith, for and on account of his failure to appear either in person or by solicitor within fifteen days from and after the First Monday in December in accordance with the Equity Rules in such cases made and provided.

Respectfully submitted.

CHAS. E. TUCKER
Solicitor for Plaintiffs.

Filed December 22nd, 1938.

ORDER OF COURT
Filed December 24, 1938.

ORDER OF COURT.

The defendant having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the writ:

IT IS HEREUPON, this 22nd day of December, 1938, by the Circuit Court for Queen Anne's County, in Equity and by the authority thereof, ADJUDGED, ORDERED AND DECREED that the plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken Pro Confesso against the said defendant, Wright Smith; but because it does not certainly appear to what relief the plaintiffs are entitled, it is further adjudged and ordered that leave be and the same is hereby granted the Plaintiffs to take testimony before any one of the Standing Examiners of this Court to support the allegations of the Bill.

THOS. J. KEATING

Filed December 24th, 1938.

PETITION OF WRIGHT SMITH
FOR LEAVE TO FILE ANSWER TO
BILL OF COMPLAINT.

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

Sadie Silverberg, et al.,

vs.

Wright Smith.

Cause No. 3188.

To the Honorable, the Judges of said Court:

The petition of Wright Smith unto Your Honors respectfully sets forth:-

That the said Wright Smith is that defendant of this cause against who an order to take the Bill of Complaint pro confesso has been passed for lack of an Answer and as he now desires to file an Answer to the Bill he makes this petition.

The reasons for not filing the Answer in due time are as follows: After he was summoned he approached Madison Brown, attorney, and asked him to look into the subject of the subpoena for him; and Mr. Brown examined the Bill of Complaint and advised said Wright Smith that the Bill of Complaint while apparently one for a sale of land for partition of the proceeds of sale among concurrent owners it did not state the names the concurrent owners; that it did not set forth the interests of said Wright Smith in the property described in the Bill of Complaint; that the Bill in the opinion of Mr. Brown was ambiguous and lacked essential allegations; that instead of objecting to the Bill by demurrer Mr. Brown would see Mr. Tucker who filed the Bill and see if he could not get Mr. Tucker to file an amended Bill voluntarily containing the essential allegations and setting forth the interest in the property of Wright Smith and Mr. Brown saw Mr. Tucker several times and while Mr. Tucker did not agree that the Bill was improper and did not agree to file an amended Bill he, Mr. Brown, was still trying to get Mr. Tucker to talk the matter over and change the Bill to avoid a demurrer when Mr. Tucker procured the decree pro confesso above stated.

That this defendant had at the time the Bill was filed and still has two undivided interests in the land described in the Bill, to wit:
That part which descended to him from Martha L. Smith mentioned in the Bill and an undivided one-third part which John W. Smith, mentioned in the Bill, owned at the time of his death as set forth in the Bill and which interest the said John W. Smith devised to the said Wright Smith by the Will mentioned in the Bill of Complaint, although the Bill of Complaint does not set forth these interests.

That this defendant respectfully suggests to the Court that the allegations of the Bill in spite of the Decree Pro Confesso are not sufficient to entitle the plaintiff to obtain the relief sought.

That the plaintiff desires to file an Answer to the Bill for the purpose of defending his rights and interests in the property and that if he is not allowed to file the Answer he will suffer great irreparable loss.

That he can not file an Answer now without the permission of this Court.

That for the Court to grant leave to file an Answer or promote justice and in the end because of the lack of proper allegations will prevent delay.

Your petitioner therefor prays Your Honors to pass an order granting him leave to file an Answer under oath to the Bill of Complaint or to file a demurrer thereto.

Which is respectfully submited.

MADISON BROWN
Attorney for Wright Smith

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

I HEREBY CERTIFY that on this twelfth day of January in the year nineteen hundred and thirty nine before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, attorney for Wright Smith, above named defendant, and he make oath in due form of law that the matters and things set forth in the foregoing Petition are true as therein stated to the best of his knowledge and belief.

IN WITNESS WHEREOF I 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 Jan. 13, 1939.

ORDER OF COURT

The foregoing Petition has been read and considered. It is thereupon on this 12th day of January, 1939, by the Circuit Court for Queen Anne's County, in Equity ORDERED that, notwithstanding the interlocutory decree heretofore passed, leave be and the same is hereby granted to Wright Smith, the defendant, to file an Answer to the Bill of Complaint mentioned in the foregoing cause; which answer must be under oath and must be filed within five days from the date hereof.

THOS. J. KEATING

Filed January 13th, 1939.

ANSWER OF WRIGHT SMITH TO
BILL OF COMPLAINT
Filed January 13, 1939.

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

Sadie Silverberg, et al.,)
(
vs.) Cause No. 3188
(
Wright Smith.)

To the Honorable, the Judges of said Court:

The Answer of Wright Smith to the Bill of Complaint of Sadie Silverberg and others against him in this Court in the above entitled cause exhibited.

1. This defendant admits the matters and things set forth in paragraph 1 of said Bill.
2. This defendant admits the matters and things set forth in paragraph 2 of said Bill.
3. This defendant admits the matters and things set forth in paragraph 3 of said Bill.
4. That in answer to paragraph 4 of said Bill of Complaint this defendant states as follows, to wit:
That John W. Smith surviving husband of Martha L. Smith died sometime in the month of October, 1939, in Queen Anne's County, State of Maryland; that at the time of the death of the said John W. Smith he was the owner in fee simple of one undivided third part of the land described in said Bill, said undivided part being that part

of said land which descended unto him, the said John W. Smith, as surviving husband of Martha L. Smith; that the said John W. Smith left a last will and testament duly executed to pass real estate and that said last will and testament was shortly after his death, to wit: on the 6th day of December, 1938, duly admitted to probate before the Orphans' Court of Queen Anne's County as the true and genuine last will and testament of the said John W. Smith; that a certified copy of said last will and testament marked "Exhibit Wright Smith" is filed with and attached to this answer as part thereof; that as will appear by reference to said last will and testament the said testator bequeathed to six of his children \$5.00 each; that after making the bequest mentioned the said testator devised unto this defendant, Wright Smith, in fee simple, all the rest and residue of his property of every kind and description, real and personal, wheresoever situated; that under the devise unto him so contained in said will there passed unto this defendant an one undivided third part of said land of which the said John W. Smith died seized and possessed.

5. That this defendant is now seized and possessed of said one undivided third part of said land.

6. That this defendant avers that on the death of his mother, Martha L. Smith, named in the Bill, he inherited from her $1/7$ of $2/3$ or $4/42$ undivided parts of said land.

7. That this defendant avers that he is now seized and possessed of those $4/42$ undivided parts of said land mentioned in the preceding paragraph in addition to that one undivided third part of said land mentioned above in paragraph 5 of this answer.

8. That further answering said Bill of Complaint this defendant admits that Joseph Smith, a son of Martha L. Smith living at the time of her death, died intestate sometime in the year 1937 leaving no children or other descendants surviving him but leaving surviving him his widow Mary L. Smith (named as the plaintiff in the titling of the Bill) as set forth in paragraph 3 of the Bill; and this defendant further avers as follows:

- (1) That said Joseph Smith at time of his death as aforesaid was seized and possessed of $1/7$ of $2/3$ or $4/42$ undivided parts of said land which he had inherited from his mother as aforesaid;
- (2) That said John W. Smith, husband of the said Martha L. Smith, was the father of the said Joseph Smith and survived his said son as will appear from the foregoing paragraphs and the Bill;
- (3) That on the death of said Joseph Smith seized and possessed of said $4/42$ undivided parts of said land one-half thereof or $2/42$ parts descended to said John W. Smith as the heir at law of his son, Joseph Smith;
- (4) That said John W. Smith was seized and possessed of those $2/42$ undivided parts above mentioned at the time of his death and same passed under his last will and testament unto this defendant as part of the residuary estate of the testator;
- (5) That this defendant, Wright Smith, is now seized and possessed of those $2/42$ undivided parts above mentioned as well as that $1/3$ undivided part and those $4/42$ undivided parts hereinbefore mentioned.

9. Summation Of The Undivided Parts In Said Land of Wright Smith.

$1/3$ $4/42$ $2/42$ $14/42$ $4/42$ $2/42$ $20/42$ parts

10. That the Bill of Complaint as drawn does not name those other persons who with this defendant now constitute the concurrent owners of said land, but this defendant does not admit that said land can not be divided without loss or injury between him, according to his rights therein, and those other persons who may be concurrent owners of said land at this time with this defendant according to their rights therein without loss or injury to the said concurrent owners.

11. This defendant submits to such decree in the premises as may be right.

WRIGHT SMITH

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

I HEREBY CERTIFY that on this thirteenth day of January in the year nineteen hundred and thirty nine before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Wright Smith, above named, and he did make oath in due form of law that the matters and things set forth in the foregoing Answer are true as therein stated to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER
NOTARY PUBLIC.

Notary
Public
Seal.

"EXHIBIT WRIGHT SMITH"

I, John W. Smith, of Centreville, Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding realizing as I do, the certainty of death, and the extreme uncertainty of human life, and desiring to settle my worldly affairs, so as to be the better prepared to leave this world, when it shall please Almighty God, in His infinite wisdom, to call me, I do make, publish and declare this paper writing 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 expenses (and if I have a single debt at this time I do not know it) I give, bequeath and devise my estate, as follows:

- (1) I bequeath to my son William C. Smith, the sum of Five Dollars.
- (2) I bequeath to my son, Joseph A. Smith, the sum of Five Dollars.
- (3) I bequeath to my daughter Mamie Cole, the sum of Five Dollars.
- (4) I bequeath to my daughter Sadie Smith, the sum of Five Dollars.
- (5) I Bequeath to my daughter Henrietta Marsh, the sum of Five Dollars.
- (6) I bequeath to my son John W. Smith the sum of Five Dollars.
- (7) I give, devise and bequeath in fee simple, to my son Wright Smith who in my old age, is the only one of my children that has taken care of me, as he pays my taxes, buys my food, my fuel, and were it not for him, I could not get along, all the rest and residue of my property of every kind and description, real, personal and mixed, and wheresoever situated, absolutely in fee simple.
- (8) If any one of my children tries to contest my will, or files a caveat to the same, then they are not to receive one penny, from my estate, and I revoke the above bequests, to the child who contests my will or attempts to do so, by any proceedings whatsoever, and the five dollars bequeathed to the child contesting my will, shall pass under the residuary clause hereof to my son Wright Smith.
- (9) I constitute and appoint my son Wright Smith to be the executor of this my last will and testament, and asked that he be excused from giving any bond whatsoever as said executor, and I request that he employ my young friend J. H. C. Legg, Esq., as his Attorney in conducting this Will through the Orphans' Court, and that he shall have full six months to pay the bequests above named, without interest from the time the Notice to creditors expires.

IN testimony whereof I have hereunto subscribed my name and affixed my seal this Ninth day of December, in the year, nineteen hundred and thirty five.

John W. Smith (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.

Sara Catherine Roe

E. B. Goldsborough

Filed Janury 13th, 1939.

PROBATE OF WILL

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

On the 25th day of October A. D. 1938, came Carlotta E. Legg, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of John W. Smith late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from the files in the law office of the late J. H. C. Legg on or about 21st day of October A. D. 1938.

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 1st day of November 1938 came Sara Catherine Roe, one of the subscribing witnesses to the aforegoing last Will and Testament of John W. Smith, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testator sign and seal said Will; that she heard him publish pronounce and declare the same to be his last Will and Testament, and at the time of his SO DOING HE WAS TO THE BEST OF HER APPREHENSION, of sound and disposing mind, memory and understanding; and that she together

with E. B. Goldsborough subscribed name as witness to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test: Norman S. Dudley
Register of Wills of Queen Anne's
County, Md.

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

On the 2nd day of November 1938 came E. B. Goldsborough, one of the subscribing witnesses to the foregoing last Will and Testament of John W. Smith, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him publish pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Sara Catherine Roe, the other subscribing witness subscribed his name as witness to said Will at his request, in his presence and in the presence of each other.

Sworn in open court.

Test: Norman S. Dudley
Register of Wills of Queen Anne's
County, Md.

Filed January 13th, 1939.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of JOHN W. SMITH late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 6th day of December, A. D., 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said JOHN W. SMITH, deceased.

Henry C. Bowen

C. Tilghman Bishop

Harry B. Moore

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

Filed January 13th, 1939.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last will and testament of John W. Smith, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on December 6, 1938 among the will records 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 23rd day of December, 1938.

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

Seal's
Place.

PETITION TO AMEND BILL OF
COMPLAINT
Filed June 22, 1939.

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

Sadie Silverberg and
 Jacob Silverberg, her husband,
 Mary E. Cole and
 Harry J. Cole, her husband,
 Henrietta S. Glover,
 John W. Smith, Jr., and
 Myrtle Smith, his wife,
 Mary L. Smith,
 William G. Smith,
 Plaintiffs,

Cause No. 3188

VS.

Wright Smith,
 Defendant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, the plaintiffs herein save and except William G. Smith, complaining, say:

1. That at the time of filing the Bill of Complaint on Nov. 18th., 1938, your orators advised Charles E. Tucker, their attorney, to file said Bill of Complaint and that each of them would execute in his favor a power of attorney to represent them to take whatever steps he might deem necessary to produce a sale of the real estate in this cause and a distribution of the proceeds thereof and did further advise the said Charles E. Tucker that they had the authority and spoke for William G. Smith, who has also been made a party plaintiff to this cause; but that since the filing of said Bill of Complaint your orators have been unable to locate the said William G. Smith, who has removed from his former residence and whose place of residence at this time is unknown to your orators and who will therefore have to be made a party defendant to this cause instead of a party plaintiff.

2. That the Bill of Complaint while it sets forth the parties who are now seized and possessed of the real estate mentioned and described in the Bill of Complaint yet it does not set forth the share or shares or proportion to which each party is so seized and while your orators do not deem the same necessary yet in order to assist the distribution to be made by the auditor of this Court, should the Court decree a sale of the property, your orators desire to amend their bill of complaint by setting forth the proportion each of the now owners of the real estate mentioned and described is so seized and possessed.

3. That since the said William G. Smith is asked by your orators to be changed from a plaintiff in this cause to a defendant herein and since his residence is unknown to your orators, therefore your orators would like to have an Order of Publication against said William G. Smith, who residence is unknown to your orators.

Therefore your orators pray that your Orators may be granted leave by this Honorable Court to file an amended Bill of Complaint in this cause, setting forth the facts as set forth in the original bill of complaint save and except the facts as set forth herein, which changes are to be incorporated in the amended bill of complaint.

Respectfully submitted.

Filed June 22nd, 1939.

CHAS. E. TUCKER
 Atty. for Petitioners.

ORDER OF COURT
 Filed June 24, 1939

The foregoing petition having been read and considered, it is hereupon this 23rd day of June, 1939, ORDERED by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court that leave be and it is hereby granted to the petitioners to file in this cause an amended bill of complaint in accordance with the facts set forth in the within and foregoing petition.

THOS. J. KEATING

Filed June 24, 1939.

AMENDED BILL OF COMPLAINT
 Filed July 3, 1939

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

Sadie Silverberg and #
 Jacob Silverberg, her husband, #
 Mary E. Cole and Harry J. Cole, #
 her husband, Henreitta S. Glover, #
 John W. Smith, Jr., and Myrtle Smith, #
 his wife, and Mary L. Smith, #
 Plaintiffs, #

VS. #

Cause No. 3188.

Wright Smith and #
 William G. Smith, #
 Defendants. #

AMENDED BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators complains, say:

1. That Martha A. Smith, late of Queen Anne's County, deceased, was in her lifetime seized and possessed, in fee simple, of all those two valuable adjoining lots, used and embraced in one property, situate, lying and being on the northerly side of Waters Street, in the town of Centreville, Queen Anne's County, Maryland, improved by a two story frame dwelling house and other buildings, adjoining the properties of Winfield Roe, formerly the Louis S. Elsroad property, Mrs. S. Earle Feddeman, the property of the Methodist Episcopal Church and the properties of others: that the said Martha A. Smith became so seized on account the following deeds, to wit: Deed from William McKenney and wife, dated April 28th., 1888, and recorded in Liber W. D. No. 1, folios 496 &etc., a Land Record Book for Queen Anne's County; Deed from the Trustees of the Methodist Episcopal Church in Centreville in Queen Anne's County, Maryland, dated December 19th., 1905, and recorded in Liber S. S. No. 1, folios 290 &etc., a Land Record Book for Queen Anne's County; saving and excepting however that part or portion of the land that was erroneously granted and convey by the aforesaid deed to Martha A. Smith by William McKenney and wife and which the said Martha A. Smith in order to correct said error granted and conveyed said portion or part to Eugene Penington et al., by a quit claim deed, dated January 15th., 1896, and recorded in Liber W. H. C. No. 4, folios 183 &etc., certified copies of which deed marked Plaintiffs Exhibits A.B.C respectively are filed herewith and prayed to be taken as a part hereof.

2. That the said Martha A. Smith being so seized and possessed of the aforesaid real estate departed this life intestate on or about the sixth day of September, 1924, leaving surviving her, her husband, John W. Smith, and the following children, to wit: Sadie Silverberg, Mary E. Cole, Henrietta S. Glover, John W. Smith, Jr., Joseph Smith, William G. Smith and Wright Smith, as her only heirs at law; that upon the death of the said Martha A. Smith, intestate, each of said children became seized of an undivided two twenty first interest in the aforesaid real estate and the said John W. Smith, the surviving husband, became seized of an undivided seven twenty first interest in the aforesaid real estate.

3. That the said Joseph Smith, son of Martha A. Smith, being sized and possessed of an undivided two twenty first interest in the aforesaid real estate, departed this life in Philadelphia, in the year 1937, intestate, leaving as his only heirs at law, your oratrix, Myrtle Smith, his surviving widow, who upon the death of the said Joseph, intestate, became seized and possessed of one half of the interest that Joseph had in the aforesaid property, to wit: one twenty first interest thereon, the other portion or one twenty first interest therein, held by the said Joseph, did upon his death intestate, vest in the father of the said Joseph, John W. Smith.

4. That John W. Smith being seized and possessed of a seven twenty first interest, as surviving husband of Martha A. Smith, and also being seized of an undivided one twenty first interest, as and heir of Joseph Smith, departed this life in the month of October, 1938, leaving a last will and testament, duly attested to pass real estate, which is probated in The Orphans Court for Queen Anne's County and which will has been attached to the answer of the said Wright Smith heretofore filed in this cause, and in which the said John W. Smith did devise his interest in the real estate aforesaid unto the defendant, Wright Smith.

5. That Sadie Silverberg, Mary E. Cole, Henrietta S. Glover, John W. Smith and William G. Smith are each seized and possessed of an undivided two twenty-first interest in the aforesaid real estate; that Mary L. Smith, widow of Joseph Smith, is seized and possessed of an undivided one twenty first interest in the aforesaid real estate; that Wright Smith, as heir of Martha A. Smith and as devisee of his father, John W. Smith, is seized and possessed of an undivided ten twenty first interest in the real estate aforesaid.

6. That your oratrix Sadie Silverberg is married to your orator, Jacob Silverberg; that your oratrix, Mary E. Cole, is married to your orator, Harry E. Cole; that your oratrix Henrietta S. Glover is a divorcee; that your orator John W. Smith, Jr., is married to your oratrix, Myrtle Smith; that your oratrix Mary L. Smith is unmarried; that the defendant, Wright Smith is a single man, that he resides in Queen Anne's County; that the defendant, William G. Smith, is a single man, that his last known residence was in Philadelphia, Pennsylvania, and at present time his residence is unknown; that all of the plaintiffs and defendants in this cause are over twenty one years of age.

7. That no letters of administration have been granted on the estate of Martha A. Smith, deceased.

8. That a partition of said real estate can not be made among the parties thereto entitled in accordance with their respective interests therein without loss or injury to them or some of them.

To the end, therefor,

- 1. That a decree may be passed for the sale of the real estate herein described by a Trustee appointed by this Honorable Court to make sale thereof, and a distribution of the proceeds derived from said sale, after deducting therefrom all expenses incident to said sale, among the parties entitled thereto in accordance with their respective interests therein.
- 2. That notice to the creditors of Martha A. Smith, deceased, be given commanding them to prove their claims with proper vouchers therefor, or else be barred from any claim they might have against the real estate described herein.
- 3. That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the Writ of subpoena, directed to the said Wright Smith, a resident of Queen Anne's County, Maryland, commanding him 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 an Order of Publication directed against William G. Smith, whose residence is unknown to your orators, whose last known residence was The State of Pennsylvania and a non-resident of the State of Maryland, advising him of the object and substance of this bill and commanding him to be and appear in this Court either in person or by solicitor and on a day certain to be named therein to show cause, if any he may have, why a decree should not be passed as prayed herein.

And as in duty bound &etc.

CHAS. E. TUCKER
Atty. for Plaintiffs.

Filed July 3rd, 1939.

ORDER OF PUBLICATION
Filed July 5, 1939.

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

Sadie Silverberg and
Jacob Silverberg, her husband,
Mary E. Cole and
Harry J. Cole, her husband,
Henrietta S. Glover,
John W. Smith Jr. and
Myrtle Smith, his wife,
Mary L. Smith,
Plaintiffs,

VS.

Wright Smith and
William G. Smith,
Defendants.

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CAUSE No. 3188.

The object of this suit is to procure a decree for the sale of certain real estate in the Town of Centreville, Queen Anne's County, State of Maryland, the Bill of Complaint sets forth the following facts:

- 1. That Martha A. Smith, late of Queen Anne's County, Maryland, died seized and possessed of all those valuable lots of land situate on the north side of water street in the town of Centreville, Maryland, improved by a frame dwelling house and other buildings, adjoining the properties of Winfield Ros, Methodist Episcopal Church and others.
- 2. That the said Martha A. Smith, being so seized and possessed died in the year 1934, intestate, leaving a Husband, John W. Smith and the following children, to wit: Sadie Silverberg, Mary E. Cole, Henrietta S. Glover, John W. Smith, Jr., Joseph Smith, Wright Smith and William G. Smith.
- 3. That Joseph Smith, son of the said Martha A. Smith, died in the year 1937, leaving as his only heirs, his father, John W. Smith and his widow, Mary L. Smith.
- 4. That John W. Smith, surviving Husband of Martha A. Smith, died in the year 1938, leaving a will duly admitted to probate, in which he devised all of his interest in the real estate inherited from Martha A. Smith to Wright Smith.

5. That Sadie Silverberg, Mary E. Cole, Henrietta S. Glover, John W. Smith and William G. Smith are each seized and possessed of an undivided two twenty first interest in the aforesaid real estate; that Mary L. Smith is seized and possessed of an undivided one twenty first interest in said real estate and that Wright Smith is seized and possessed of an undivided ten twenty first interest in the aforesaid real estate, all of the aforesaid interests being in fee.

6. That Saide Silverberg is married to Jacob Silverberg; that Mary E. Cole is married to Harry E. Cole; That Henrietta S. Clover is a divorcee; that John W. Smith, Jr., is married to Myrtle Smith; that May L. Smith is unmarried; that Wright Smith is a single man residing in Queen Anne's County, Maryland; that the defendant William G. Smith is a single man, non-resident of the State of Maryland, whose address is unknown, but whose last known residence was in the State of Pennsylvania.

7. That the real estate of which the said Martha A. Smith, died seized and possessed, intestate, is not susceptible of division among the parties in interest in accordance with their respective interests therein without loss or injury; that no letters of administration have been granted upon the estate of Marth A. Smith and that a notice to her creditors be given to prove their claims in this cause or else be barred from any claim against the real estate herein described, that all parties to this cause are adults, and that a trustee be appointed to make sale of the aforesaid real estate and distribute the net proceeds to those entitled.

IT IS thereupon this 5th day of August 1939, Ordered by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that the plaintiffs by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 9th day of August, 1939, give notice to William G. Smith, a defendant, non resident of the State of Maryland, whose last known residence was in the State of Pennsylvania of the object and substance of this bill, warning him to appear in this Court in person or by solicitor on or before the 25th day of August 1939, next, to show cause if any he has, why a decree should not be passed as prayed.

A. SYDNEY GADD, JR. Clerk

Filed July 5th, 1939 .

True Copy-

Test: A. Sydney Gadd, Jr. Clerk

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

WRIGHT 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 first Monday of August next, to answer the complaint of Sadie Silverberg 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 1939
Issued the 3rd day of July 1939.

A. SYDNEY GADD JR. Clerk.

CHARLES E. TUCKER
Solicitor for Complainants

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

A. SYDNEY GADD JR. Clerk.

ANSWER
Filed July 17, 1939.

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

Sadie Silverberg, et al.)	
)	
vs.	)	Cause No. 3188.
)	
Wright Smith, et al.)	

To the Honorable, the Judges of said Court:

The answer of Wright Smith, defendant to this cause, to the amended bill of complaint of Sadie Silverberg et al. against him in this cause exhibited.

This defendant admits the matters and facts set forth in said bill of complaint to be true and he submits to such decree in the premises as may be right.

And as in duty bound, etc.

MADISON BROWN
Attorney for Wright Smith

Filed July 17th, 19__

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF ORDER OF
PUBLICATION
Filed Sept. 19th, 1939.

ORDER OF PUBLICATION

Sadie Silverberg and Jacob Silverberg,
her husband, Mary E. Cole and Harry J.
Cole, her husband, Henrietta S. Glover,
John W. Smith Jr. and Myrtle Smith, his
wife, Mary L. Smith,
Plaintiffs,
VS.
Wright Smith and William G. Smith,
Defendants.

In The Circuit Court For Queen Anne's County, in Equity, Cause No. 3188.

The object of this suit is to procure a decree for the sale of certain real estate in the Town of Centreville, Queen Anne's County, State of Maryland, the Bill of Complaint sets forth the following facts:

1. That Martha A. Smith, late of Queen Anne's County, Maryland, died seized and possessed of all those valuable lots of land situate on the north side of water street in the town of Centreville, Maryland, improved by a frame dwelling house and other buildings, adjoining the properties of Winfield Roe, Methodist Episcopal Church and others,
2. That the said Martha A. Smith, being so seized and possessed, died in the year 1924, intestate, leaving a Husband, John W. Smith and the following children, to wit: Sadie Silverberg, Mary E. Cole, Henrietta S. Glover, John W. Smith, Jr., Joseph Smith, Wright Smith and William G. Smith.
3. That Joseph Smith, son of the said Martha A. Smith, died in the year 1937, leaving as his only heirs, his father, John W. Smith and his widow, Mary L. Smith.
4. That John W. Smith, surviving Husband of Martha A. Smith, died in the year 1938, leaving a will duly admitted to probate, in which he devised all of his interest in the real estate inherited from Martha A. Smith to Wright Smith.
5. That Sadie Silverberg, Mary E. Cole, Henrietta S. Glover, John W. Smith and William G. Smith are each seized and possessed of an undivided two twenty first interest in the aforesaid real estate; that Mary L. Smith is seized and possessed of an undivided one twenty first interest in said real estate and that Wright Smith is seized and possessed of an undivided ten twenty first interest in the aforesaid real estate, all of the aforesaid interests being in fee.
6. That Sadie Silverberg is married to Jacob Silverbert; that Mary E. Cole is married to Harry J. Cole; That Henrietta S. Glover is a divorcee; that John W. Smith, Jr., is married to Myrtle Smith; that Mary L. Smith is unmarried that Wright Smith is a single man residing in Queen Anne's County, Maryland, that the defendant William G. Smith is a single man, non-resident of the State of Maryland, whose address is unknown, but whose last known residence was in the State of Pennsylvania.

7. That the real estate of which the said Martha A. Smith, died seized and possessed, intestate, is not susceptible of division among the parties in interest in accordance with their respective interests therein without loss or injury; that no letters of administration have been granted upon the estate of Martha A. Smith and that a notice to her creditors be given to prove their claims in this cause or else be barred from any claim against the real estate herein described, that all parties to this cause are adults, and that a trustee be appointed to make sale of the aforesaid real estate and distribute the net proceeds to those entitled.

IT IS THEREUPON, this 5th day of JULY, 1939. ORDERED, by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that the plaintiffs by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 9th day of August, 1939, give notice to William G. Smith, a defendant, non resident of the State of Maryland, whose last known residence was in the State of Pennsylvania of the object and substance of this bill, warning him to appear in this Court in person or by solicitor on or before the 25th day of August 1939, next, to show cause if any he has, why a decree should not be passed as prayed.

A. SYDNEY GADD, JR., Clerk
True Copy-Test:

A. SYDNEY GADD, JR., Clerk.
Filed July 5th, 1939.

A DEMOCRATIC PAPER

THE QUEENSTOWN NEWS
M. W. Aker, Proprietor
QUEENSTOWN, MD.

September 12, 1939.

SATURDAY MORNING

ONE DOLLAR A YEAR IN ADVANCE

The Queenstown News, Queenstown, Maryland September 12 1939.
We hereby certify that the Order of Publication in the case of Sadie Silverberg and Jacob Silverberg, her husband, Mary E. Cole and Harry J. Cole her husband, Henrietta S. Glover, John W. Smith, Jr. and Myrtle Smith, his wife, Mary L. Smith, Plaintiffs

VS.

Wright Smith and William G. Smith, Defendants
a true copy of which is hereto annexed, was inserted in the Queenstown News, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks. The first publication thereof having been made in said newspaper on the 8th day of July 1939, being more than four weeks before the 9th day of August 1939.

The Queenstown News.

By M. W. AKER
M. W. Aker

Filed September 19, 1939.

PETITION
Filed Sept. 19, 1939.

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

Sadie Silverberg et al,
Plaintiffs

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vs.

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Cause No. 3188.

Wright Smith and
William G. Smith,
Defendants.

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Sadie Silverberg et al., Plaintiffs, by Charles E. Tucker, their attorney, to your Honors, respectfully shows:

1. That the defendant, William G. Smith, is a non-resident of the State of Maryland, his last known residence being in the State of Pennsylvania, and that your petitioners secured an Order of Publication against said non-resident defendant.

2. That although said Order of Publication has been published as provided in said order of publication, given said defendant notice to appear in this cause to show cause why the relief prayed should not be granted, as per

certificate of Order of Publication attached hereto and made a part hereof, yet more than fifteen days after the expiration of said notice as setforth in said Order of Publication has passed and the defendant William G. Smith has failed to enter his appearance either in person or by solicitor in this cause and the plaintiffs are entitled to decree taking said Bill of Complaint as confessed by the said defendant.

Wherefore, your petitioners pray this Court to grant a decree pro confesso against the said William G. Smith, non-resident defendant.

And as in duty bound & etc.

CHAS. E. TUCKER
Atty. for Plaintiffs.

Filed September 19, 1939

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in The Queenstown News, a newspaper printed and published at Queenstown, in Queen Anne's County, as prescribed by said Order and the defendant, William G. Smith, having failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against them, within fifteen days after the expiration of the time setforth in said Order of Publication.

It is thereupon, this second day of October, 1939, by The Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the said bill of complaint be, and the same is hereby taken pro confesso against the said non-resident defendant, Wm. G. Smith.

And it is further ordered that depositions be taken before one of the standing examiners of this Court, in support of the allegations of the bill.

THOS. J. KEATING

Filed October 3rd, 1939.

ANSWER OF WRIGHT SMITH
TO THE AMENDED BILL
Filed Jan. 8, 1940.

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

Sadie Silverberg, et al)	
vs.	)	Cause 3188
Wright Smith, et al)	

To the Honorable, the Judges of said Court

The answer of Wright Smith by Madison Brown, his attorney, to the amended bill of complaint of the plaintiffs filed in this cause July 3, 1939.

This defendant admits the matters and things set forth in this amended bill of complaint to be true and submits himself to such decree as may be right and proper.

MADISON BROWN
Madison Brown, Attorney for
Wright Smith

Filed Jan. 8th, 1940.

DEPOSITIONS
Filed January 13, 1940

Testimony

Sadie Silverberg and Jacob Silverberg, her husband; Mary E. Cole and Harry J. Cole, her husband, Henrietta S. Glover, John W. Smith, Jr., and Myrtle Smith, His wife, and Mary L. Smith,

Plaintiffs,

vs.

Wright Smith,
William G. Smith,
Defendants.

In the Circuit Court for Queen Anne's County, in Equity.
No. 3188.

To the Honorable, the Judges of said Court:

You Examiner having been notified by Charles E. Tucker, Esq., Solicitor for the plaintiffs, that the plaintiffs desired to take testimony on the 20th. day of December, 1939, in support of the allegations of their bill of complaint, in the office of Madison Brown, Esq., in Centreville, Maryland, at the hour of 2.30 o'clock p. m., your Examiner did attend at the said office of Madison Brown, Esq., at the time mentioned, there being present Mary E. Cole and Harry J. Cole, her husband, Charles E. Tucker, Esq., Solicitor for the plaintiffs, and Madison Brown, Solicitor for Wright Smith, one of the defendants, and proceeded to take testimony but later in the day the taking of testimony was postponed by agreement and at the request of the parties to a future time to be set; your Examiner was later notified by Mr. Tucker that the plaintiffs desired to resume the taking of testimony in the same office of Madison Brown, Esq., on the 11th. day of January, 1940, at the hour of 2.30 p. m., and your Examiner did attend at said office of Madison Brown, Esq., on the date and at the time mentioned, there being present Mary E. Cole and Harry J. Cole, her husband, two of the plaintiffs; Charles E. Tucker, Esq., Solicitor for the plaintiffs; Wright Smith, one of the defendants, and Madison Brown, Solicitor for said Wright Smith, your Examiner having notified Madison Brown, Esq., Solicitor for said Wright Smith, one of the defendants, of the taking of such testimony, and proceeded to take the following testimony, to wit:

Mary E. Cole

Mary E. Cole, a witness of lawful age, was the first witness produced by the plaintiff and having been duly sworn was examined by Mr. Tucker and did depose and say as follows:

- Q. 1. State your name, place of residence, and occupation.
- A. 1. My name is Mary E. Cole. I am the wife of Harry J. Cole and live with him on our farm in Queen Anne's County.
- Q. 2. Do you know the parties to this suit or any of them; and if you do, state which of them you know?
- A. 2. I know all the parties. My husband and I are plaintiffs. Sadie Silverberg is my sister and Jacob Silverberg is her husband. Henrietta S. Glover is my sister and is unmarried. John W. Smith, Jr., is my brother and Myrtle Smith is his wife. Mary L. Smith is the widow of my deceased brother Joseph Smith. Both defendants, Wright Smith and William G. Smith, are my brothers.
- Q. 3. Were you or not acquainted with one Martha A. Smith, late of Queen Anne's County? If so, state if she is living or dead and if dead when and where she died.
- A. 3. I was acquainted with her. She was my mother, and her husband, John W. Smith, was my father and the father of my brothers and sisters. My mother died at her residence in Centreville, in this county on September 6, 1924.
- Q. 4. State whether your mother died leaving a last will and testament.
- A. 4. No. she died without leaving a last will and testament.
- Q. 5. State whether or not your mother died seised and possessed of any real estate; and if so, describe the same briefly in your answer and give your opinion as to the value of the same.
- A. 5. She died seised and possessed of a lot of land containing a frame dwelling house located in Centreville, Queen Anne's County, Maryland, on north side of the west end of Water Street and on Chesterfield Avenue, which begins where Water Street ends. This lot is bounded on one side by the property of Winfield Roe and on the other side by that of Joseph Richardson and Frieda, his wife, and contains about one to two acres. It is composed of several lots of land procured by my mother by deeds from William McKenney and from the Trustees of the Methodist Episcopal Church of Centreville. I estimate the property to be worth from \$1000 to \$1500.
- Q. 6. I now hand you three papers, copies of deeds, marked Exhibit A, Exhibit B, and Exhibit C. Please examine them and state what they are.
- A. 6. Two are copies of the deeds to my mother for the lots of land mentioned by me. The third was given by my mother correct some error in the other deed.
- Q. 7. State whom your mother left surviving her when she died as her heirs at law, and state which of them are now living and which of them have died since your mother.
- A. 7. She left as her heirs at law her husband, John W. Smith, my father and seven children. My father is dead. Of these seven children the following are now living:

Mary E. Cole (myself)
Sadie Silverberg

Henrietta S. Glover
John W. Smith, Jr.

William G. Smith
Wright Smith

These are all parties to this suit.
She left a son, Joseph Smith, who is now dead.

- Q. 8. State when and where your brother Joseph Smith died.
- A. 8. He died February 18, 1938 at Linwood in Pennsylvania where he was then residing.
- Q. 9. State, if you know, whether your brother, Joseph Smith, left a last will and testament when he died.
- A. 9. He died without leaving a last will and testament.
- Q. 10. State whom your brother left as his heirs at law.
- A. 10. He left a widow, Mary L. Smith who is a plaintiff to this suit. He left no children nor descendants. I have been informed that Mary L. Smith, his wife, and his father, John W. Smith, were his heirs at law.
- Q. 11. What real and personal property, if any, in the State of Maryland did your brother Joseph Smith own when he died?
- A. 11. He left no personal property and the only real estate he owned was that undivided interest in my mother's property which he inherited from her when she died.
- Q. 12. When and where did your father John W. Smith die?
- A. 12. He died at my mother's property in Centreville on October 17, 1938.
- Q. 13. Did or not your father leave a last will and testament?
- A. 13. He did.
- Q. 14. I now hand you a paper writing marked Exhibit D. Please examine it and tell me what it is.
- A. 14. It is a copy of my father's will.
- Mr. Tucker now hands this paper writing marked Exhibit D to the examiner and requests him to make it filed and the examiner receives the paper and states he will file with this testimony.
- Q. 15. What real estate, if any, did your father die seised and possessed of?
- A. 15. When my father died, he was seised and possessed of that interest in my mother's property which he inherited from her and that interest in the same property which he inherited from my brother Joseph Smith.
- Q. 16. State who now owns the property left by your mother.
- A. 16. Myself, (Mary E. Cole), Sadie Silverberg, Henrietta Glover, my sisters, John W. Smith, jr. Wright Smith William G. Smith, my brothers, each own that undivided part thereof we inherited from my mother, Mary L. Smith owns that undivided part thereof she inherited from her husband, Joseph Smith, my brother. My brother, Wright Smith, under the will of my father owns those undivided parts thereof which my father owned when he died and which I have described above.
- Q. 17. State whether or not in your opinion the land left by your mother can be divided among the parties now owing the same without loss or injury to them, and give your reason for your answer.
- A. 17. It cannot be so divided. The land is too small and is of such shape as to permit it to be divided even into two lots of equal value.
- I would suggest, however, that in case the land is sold, by trustees, they should consider offering it in two different parcels for there is room on the lot for the erection of another house.
- Q. 18. Where does your brother William G. Smith live.
- A. 18. My brother, William G. Smith left Centreville about ten or more years ago to take up his residence in the State of Pennsylvania, and he never returned to Queen Anne's County to live. I have not heard from him for several years. When I last heard from him, he was residing in Philadelphia where he had a position in a hospital.
- Q. 19. Did your father, John W. Smith, leave any personal property?
- A. 19. If he left any, it is of such small value the proceeds would hardly pay for the costs of letters of administration.

No further questions by Mr. Tucker.

No cross examination by Mr. Brown

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.

MARY E. COLE

Harry J. Cole

Harry J. Cole, a witness of lawful age, was produced as a witness on behalf of the plaintiff and having been duly sworn and examined by Mr. Tucker did depose and say as follows:

- Q. 1. State your name, place of residence, and occupation.
- A. 1 My name is Harry J. Cole. I am a farmer and live on my farm in Queen Anne's County.
- Q. 2 Do you know the parties of this suit or any of them? If so, state which of the parties you know.
- A. 2 I know all of the parties. I am one of them, and my wife Mary E. Cole is another. Sadie Silverberg, Henrietta S. Glover are the sisters of my wife. John W. Smith, Wright Smith, William G. Smith are the brothers of my wife. Mary L. Smith is the widow of Joseph Smith, my wife's dead brother. Myrtle Smith is the wife of John W. Smith, Jr.
- Q. 3 Were you not acquainted with one Martha A. Smith, late of Queen Anne's County? If so, state whether she is living or dead; and if dead, state when and where she died.
- A. 3 I knew her. She was the mother of my wife. She died in Queen Anne's County on September 6, 1924.
- Q. 4 Do you know whether or not she left a last will and testament?
- A. 4 No, she did not leave a last will and testament.
- Q. 5. Do you know whether Martha A. Smith owned any land when she died? If she did, describe the same briefly.
- A. 5. When she died, she owned a lot of land containing a frame dwelling house located in Centreville, Queen Anne's County, Maryland, on Water Street and adjoining the land of Winfield Roe on one side and the land of Joseph Richardson and Frieda Richardson, his wife, on the other side.
- Q. 6 State, if you know, who Martha A. Smith left surviving her as her heirs at law.
- A. 6 She left seven children. Six of them are parties of this suit who are named as follows:
- | | | |
|------------------|---------------------|------------------|
| Mary E. Cole | Henrietta S. Glover | Sadie Silverberg |
| William G. Smith | John W. Smith, Jr. | Wright Smith |
- The other child, Joseph Smith, died February 18, 1938, at Linwood, Pennsylvania, where he was then living. Martha A. Smith also left as an heir at law a husband, John W. Smith, who is also the father of her children. He is also dead, having died in October, 1938.
- Q. 7 State, if you know, whether Joseph Smith left a will; and if he did not, state whom he left as his heirs at law.
- A. 7 He left no will, and he left no children or descendants; but he left a widow, Mary L. Smith, who is a party of this suit and also his father John W. Smith as his heirs at law.
- Q. 8 Do you or not know if John W. Smith left a will?
- A. 8 He did.
- Q. 9 Look at the paper writing marked Exhibit D now handed to you and state what it is.
- A. 9 It is a copy of the will of John W. Smith.
- Q. 10 What real estate, if any, did John W. Smith die owning?
- A. 10 When he died, he owned an undivided interest in the land left by his wife and and he took one-third of the land from his wife; and he got one-half of the interest which Joseph Smith, his son, owned when he died. I understand that the land he owned passed under his will to Wright Smith.
- Q. 11 Who owned the remaining undivided interest in the land which Martha A. Smith owned when she died.
- A. 11 The six of her children now living own that interest they got from their mother. Mary L. Smith owns one-half the interest Joseph Smith got from his mother.
- Q. 12 What name, if any, is the property left by Martha A. Smith known by?
- A. 12 It has always been known as the "John W. Smith Property."
- Q. 13 State whether or not in your opinion this property can be divided among the parties now owning the same without loss or injury to them.
- A. 13 No, it cannot be so divided. The land contains an acre or a little more than an acre and no more. It is shaped and the house is so situated on it as to make it impossible to divide this real estate into two parts of equal value.

Q. 14 What is your opinion of the value of the land?

A. 14 It is worth from \$1000 to \$1500 I should say.

No Cross Examination

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.

HARRY J. COLE

Wright Smith

Wright Smith, a witness of lawful age, was the next witness produced by the by the plaintiff and having been duly sworn and examined did depose and say as follows:

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

A. 1 My name is Wright Smith. I am 59 years of age and reside in Centreville, Queen Anne's County, Maryland. I am a shoemaker by trade.

Q. 2 Do you know the parties to this suit, or any of them and if yea, state which of them you know?

A. 2 I know all of them. I am a defendant and the other defendant, William G. Smith, is my brother. Sadie Silverberg, Mary E. Cole, Henrietta Glover, are my sisters and John W. Smith, jr., is my brother and Myrtle Smith is his wife. Mary L. Smith is the widow of my dead brother Joseph Smith. Jacob Silverberg is the husband of my sister Sadie.

Q. 3 Were you or not acquainted with Martha A. Smith, late of Queen Anne's County, and if so, state whether she is living or dead, and if dead when and where she died?

A. 3 I was acquainted with her; she was my mother. John W. Smith was her husband. She died at her home in Centreville on September 6, 1924.

Q. 4 Did or not your mother leave a last will and testament?

A. 4 No, she did not. She died without leaving a will.

Q. 5 State whether or not your mother died owning any real estate and if she did, describe same briefly in your answer. Also give your value of the same.

A. 5 She died owning a lot of land improved by a frame dwelling house now called and long since called "The John W. Smith Property" located on Water Street and Chesterfield Avenue in the town of Centreville, Maryland, between the property of Winfield Roe on one side and that of Joseph and Frieda Richardson on the other. The land contains about one acre. It is worth about from one thousand to fifteen hundred dollars.

Q. 6 Name the persons whom your mother left as her heirs at law, and state which of them are now living and which of them have died since your mother.

A. 6 She left her husband, John W. Smith, the father of her children named in these proceedings. She left seven children, all living save and except her son Joseph who died after my mother.

The other children are parties to this suit and are:

Sadie Silverberg
Henrietta Glover

John W. Smith, jr.
Wright Smith (myself)

Mary E. Cole
William G. Smith

Q. 7 Where does your brother William G. Smith reside?

A. 7 My brother William G. Smith left Centreville to take up his residence in another state more than ten years ago and he never returned to Maryland to live. I have not heard from him for about 4 or 5 years; and when I last heard of or from him, he was living in Philadelphia, Pennsylvania.

Q. 8 State when and where your brother Joseph Smith died.

A. 8 He died February 18, 1938 in Linwood, State of Pennsylvania where he was then residing.

Q. 9 Do you or not know if your brother left a will or not?

A. 9 I have been reliably informed and believe he died without leaving a will.

Q. 10 Whom did your brother Joseph Smith leave as his heirs at law?

A. 10 He left a widow, Mary L. Smith, one of the plaintiffs. He left no children nor descendants. He left two heirs, his widow and his father John W. Smith.

- Q. 11 When and where did John W. Smith, your father, die?
- A. 11 He died on October 17, 1938, at my mother's property in the town of Centreville.
- Q. 12 Did your father die leaving a will or did he die without one?
- A. 12 He left a last will and testament which has been probated before the Orphans' Court of Queen Anne's County.
- Q. 13 I now hand you a paper writing marked Exhibit D filed with the examiner. Please look at it and tell me what it is.
- A. 13 It is a certified copy of the will of my father.
- Q. 14 State whether or not your father left any personal property.
- A. 14 Practically none. What he left is of such small value same would not pay for the costs of letters of administration. For that reason, no administration has been granted on his estate.
- Q. 15. State who now owns your mother's property.
- A. 15. Sadie Silverberg, Mary E. Cole, Henrietta Glover, John W. Smith, jr. William G. Smith, my brothers and sisters, and myself, Wright Smith. Each own that undivided share thereof which we inherited from our mother. Mary L. Smith owns one-half of that share thereof which Joseph Smith inherited from his mother. I own, under the will of my father, the remaining shares, that is those undivided shares ~~XX~~ my father owned when he died--the one-third he inherited from his wife and the one-half undivided share he inherited from my brother Joseph Smith.
- Q. 16 State whether or not the land left by your mother and described by you can be divided among the parties now owning the same as mentioned by you without loss or injury to them. Give your reason for your answer.
- A. 16 It cannot. The land is too small and of such shape and the house is so located to allow it to be divided into two parts of equal value. let along into as many parts as there are now owners of same.
- Q. 17 Did or not Joseph Smith, your brother, own when he died any personal property located in Maryland.
- A. 17 He did not.

No further questions by Mr. Tucker
 No questions by Mr. Brown

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: I do not know anything.

WRIGHT SMITH

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, the examiner makes his return and certifies that he was engaged three days in taking this testimony and examined three witnesses, making the charges before the Examiner in said cause:

H. B. W. Mitchell, Examiner,	- - - - -	\$12.00
Carolyn Course, Stenographer,	- - - - -	3.00
Mary E. Cole, Witness,	- - - - -	.75
Harry J. Cole, Witness,	- - - - -	.75
Wright Smith, Witness,	- - - - -	.75
		<u>\$17.25</u>

H. B. W. MITCHELL
 EXAMINER.

EXAMINER'S EXHIBIT NO. 1
 Filed Jan. 13, 1940

Queen Anne's County, to wit: Be it remembered, that on this Twenty First day of June, in the year One Thousand eight hundred and eighty eight, the following Deed was brought to be recorded, to wit:

This Deed, made this 28" day of April in the year Eighteen hundred and eighty eight by and between William McKenney and Evelyn J. McKenney, his wife, and Martha A. Smith of Queen Anne's County, in the State of Maryland, Witnesseth: That for and in consideration of the sum of Eight hundred dollars, We, the said William McKenney, and Evelyn J. McKenney, his wife, do grant and convey, in fee simple, unto the said Martha A. Smith,

All that house and lot situate, lying and being in the town of Centreville on Water Street extended, and is also in the Apex formed by Water Street extended and Broadway Street, and is the same lot and parcel of land more particularly at large described as "Lot No. 2", in a Deed from John Goldsborough and wife to William McKenney, bearing date the seventeenth day of December, Eighteen hundred and sixty seven, recorded in Liber S. E. D. No. 3, folios 327 & 328, a Land Record Book for Queen Anne's County aforesaid:

And the said William McKenney hereby covenants that he will warrant specially the property hereby conveyed.

As Witness their hands and seals the day and year above written.

WILLIAM MCKENNEY (SEAL)

Witness: John E. Harman.

EVELYN J. MCKENNEY (SEAL)

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

I hereby certify, that on this 28th day of April, in the year Eighteen Hundred and Eight eight, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared the said William McKenney and Evelyn J. McKenney, his wife, and acknowledged the foregoing Deed to be their respective act. Acknowledged before me.

John E. Harman, J. P.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. D. No. 1, folios 496, etc., a Land Record Book for Queen Anne's County aforesaid.

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 Eighteenth day of November, in the year nineteen hundred and thirty eight.

WM. H. CARTER Clerk

EXAMINER'S EXHIBIT NO. 2.
Filed Jan. 13, 1940

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

This Deed of Conveyance, made this nineteenth day of December in the year nineteen hundred and five, by the "Trustees of The Methodist Episcopal Church in Centreville, in Queen Anne's County and State of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, and located in Queen Anne's County, State of Maryland, Witnesseth that for and in consideration of one hundred and sixty four dollars, the receipt of which is hereby acknowledged, the said body corporate, "Trustees of The Methodist Episcopal Church in Centreville in Queen Anne's County and State of Maryland" doth hereby grant and convey unto Martha A. Smith of Queen Anne's County, State of Maryland, her heirs and assigns, in fee simple, all that piece, parcel or lot of land situate in the town of Centreville, in the county, and State aforesaid, adjoining the land of said grantee and others and which may be described as follows, to wit: Beginning at a point at which the herein granted land corners with the land of the grantee and the land of Louisa S. Elsroads and running thence with the line of the land of said Elsroads, and towards the Methodist Episcopal Church building eighty two feet to the place where the land of the said Elsroads, the land of Sidney Bryan and the land of the aforesaid church corner; thence north thirty two degrees thirty minutes east to the land of the late Robert McF. Price and thence with the line of this land to the land of said grantee: and thence with her land to said Place of Beginning. And the said Martha A. Smith in accepting this deed of conveyance and as part of the consideration therefor, for herself, her heirs, executors, administrators and assigns, covenants to and with the aforesaid grantor, its successors and assigns, to build and erect at her own cost and expense and without delay, a tight board fence six feet high on and along the second boundary line of the above granted land from the line of the land of said Louisa S. Elsroads to the line of the land of the said Robert McF. Price and to keep up and in good repair and condition maintain and keep the said fence perpetually and forever at her own cost. And This Deed further witnesseth that the said body corporate "Trustees of The Methodist Episcopal Church in Centreville, in Queen Anne's County and State of Maryland", hath constituted and appointed and doth hereby constitute and appoint William C. Tucker, of Queen Anne's County, State aforesaid, its true and lawful attorney, for it and in its name and as its act and deed to acknowledge this deed before any person authorized to take acknowledgements to deeds in order that the same may be executed and recorded agreeably to law.

In Testimony Whereof the said body corporate, "Trustees of The Methodist Episcopal Church in Centreville, in Queen Anne's County and State of Maryland" hath caused its President to sign his name hereunto and the corporate seal of the said body corporate to be hereunto affixed.

Witness
A. H. Wright
Chas. A. Busteed

W. D. Troy M.D. (SEAL)
President of the Trustees of the
Methodist Episcopal Church in Queen
Anne's County and State
of Maryland.

Trustees
M. E. Church
Seal
Centreville
Md.

State of Maryland)
Queen Anne's County) To Wit: I Hereby Certify that, on this nineteenth day
of December in the year nineteen hundred and five,
before me, the subscriber a justice of the peace of the State of Maryland, in and for
Queen Anne's County, personally appeared William C. Tucker, the person named in the
Letters of Power of Attorney in the foregoing deed, who by virtue of and pursuant to
the power and authority thereby conferred on him, for it and in its name and as its
act and deed, acknowledged the foregoing deed to be the act and deed of the body cor-
porate, "Trustees of the Methodist Episcopal Church in Centreville, in Queen Anne's
County and State of Maryland.

J. W. W. Woodford
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and
copied from Liber S. S. No. 1, folios 290, 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 Eighteenth day of November, in the year nineteen hundred
and thirty eight.

Seal's
Place.

WM. H. CARTER Clerk

EXAMINER'S EXHIBIT No. 3.
Filed Jan. 13, 1940

Queen Anne's County to wit: Be it remembered that on the thirty first day of January
in the year Eighteen Hundred and ninety six the following Deed was brought to be record-
ed, to wit:

This Deed of Quit Claim and Release made this fifteenth day
of January in the year Eighteen hundred and ninety six by John W. Smith and Martha
A. Smith, his wife of Queen Anne's County, State of Maryland, witnesseth:- Whereas
William McKenney and Evelyn J. McKenney, his wife, on the 28th day of April 1888
by Deed of that date recorded in Liber W. D. No. 1, folios 496 &c. A Land Record Book
for Queen Anne's County aforesaid made a grant of certain Real Estate in the town of
Centreville, County and State aforesaid, now in the occupancy and possession of the
said Martha A. Smith and inadvertently and by error enlarged the description in said
Grant so as to include within it adjacent Real Estate belonging to Eugene Pennington
Josephine W. H. Lowery and John B. Brown in severalty, which in the future, if not
corrected, might lead to confusion and embarrassment and throw a cloud on the title
to said lands of said respective Parties and the said John W. Smith and Martha A.
Smith desire hereby at once to correct said error and quit claim to said Properties.

Therefore, in consideration of the foregoing Premises and
the sum of one dollar the said John W. Smith and Martha A. Smith, his wife, do here-
by grant and convey, release and discharge and forever quit claim unto the said Eugene
Pennington, Josephine W. H. Lowery and John B. Brown severally and respectively and to
their several and respective Heirs and assigns the several Parcels of land and Real
Estate unto them severally and respectively belonging included by descriptions in
the grant and conveyance as aforesaid made by William McKenney and wife to the said
Martha A. Smith, reserving and retaining in full force and effect unto the said
Martha A. Smith, her Heirs and assigns the grant and conveyance contained in the said
deed of the 28th day of April 1888 from William McKenney and wife, to her of the Lot
of Land thereby intended to be and actually conveyed to wit:

All that Lot of Land in the town of Centreville fronting on
water street extended or wharf Lane, said frontage extending from the property and real

Estate fronting on said street belonging to Mrs. Louisa S. Elsrroad to the Property conveyed by Edwin H. Brown assignee to the said Eugene Pennington by deed dated the 18th day October 1890 and recorded in Liber W. D. No. 5, folios 65 & 66, A Land Record Book for Queen Anne's County aforesaid and bounded then with and by said Lot of Land of Eugene Pennington and then the of Josephine W. H. Lowery and John B. Brown, generally known as the Building Association property and then on the south and east side by the Methodist Episcopal Church Property and the aforesaid Property of Mrs. Louisa S. Elsrroad. And the said John W. Smith and Martha A. Smith, his wife, do hereby release and discharge the said William McKenney from any responsibility for the mistake and error aforesaid.

As witness their hands and seals.

Witness: John W. Smith (SEAL)
Martha A. Smith (SEAL)
R. Hopper Smith

State of Maryland Queen Anne's County, to wit: I hereby certify that on this twenty ninth day of January in the year Eighteen Hundred and ninety six personally appeared Before me, a Justice of the Peace of the State in and for the County aforesaid John W. Smith and Martha A. Smith, his wife, and acknowledged the foregoing Deed of Quit claim and Release to be their respective act for the purpose therein named and set forth.

R. Hopper Smith J. P.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 4, folios 183, 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 Eighteenth day of November, in the year nineteen hundred and thirty eight.

Seal's
Place.

WM. H. CARTER Clerk

EXAMINER'S EXHIBIT No. 4
Filed Jan. 13, 1940

I, John W. Smith, of Centreville, Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding realizing as I do, the certainty of death, and the extreme uncertainty of human life, and desiring to settle my worldly affairs, so as to be the better prepared to leave this world, when it shall please Almighty God, in His infinite wisdom, to call me, I do make, publish and declare this paper writing 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 expenses (and if I have a single debt at this time I do not know it) I give, bequeath and devise my estate, as follows:

- (1) I bequeath to my son William C. Smith, the sum of Five Dollars.
- (2) I bequeath to my son, Joseph A. Smith, the sum of Five Dollars.
- (3) I bequeath to my daughter Mamie Cole, the sum of Five Dollars.
- (4) I bequeath to my daughter Sadie Smith, the sum of Five Dollars.
- (5) I Bequeath to my daughter Henrietta Marsh, the sum of Five Dollars.
- (6) I bequeath to my son John W. Smith the sum of Five Dollars.
- (7) I give, devise and bequeath in fee simple, to my son Wright Smith who in my old age, is the only one of my children that has taken care of me, as he pays my taxes, buys my food, my fuel, and were it not for him, I could not get along, all the rest and residue of my property of every kind and description, real, personal and mixed, and wheresoever situated, absolutely in fee simple.
- (8) If any one of my children tries to contest my will, or files a caveat to the same, then they are not to receive one penny, from my estate, and I revoke the above bequests, to the child who contests my will or attempts to do so, by any proceedings whatsoever, and the five dollars bequeathed to the child contesting my will, shall pass under the residuary clause hereof to my son Wright Smith.

- (9) I constitute and appoint my son Wright Smith to be the executor of this my last will and testament, and asked that he be excused from giving bond whatsoever as said executor, and I request that he employ my young friend J. H. C. Legg, Esq., as his Attorney in conducting this Will through the Orphans' Court, and that he shall have full six months to pay the bequests above named, without interest from the time the Notice to creditors expires.

IN testimony whereof I have hereunto subscribed my name and affixed my seal this Ninth day of December, in the year, nineteen hundred and thirty five.

John W. Smith (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.

Sara Catherine Roe

E. B. Goldsborough

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

On the 25th day of October, A. D., 1938, came Carlotta E. Legg, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of John W. Smith, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from the files in the law office of the late J. H. C. Legg on or about 21st day of October, A. D., 1938.

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 1st day of November, 1938, came Sara Catherine Roe, one of the subscribing Witnesses to the foregoing last Will and Testament of John W. Smith, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testator sign and seal said Will; that she heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of her apprehension of sound and disposing mind, memory and understanding; and that she together with E. B. Goldsborough subscribed her name as witness to said Will at his request in his presence and in the presence of each other.

Sworn in open court.
Test: Norman S. Dudley
Register of Wills of Queen Anne's
County, Md.

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

On the 2nd day of November, 1938 came E. B. Goldsborough one of the subscribing witnesses to the foregoing last Will and Testament of John W. Smith, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with Sara Catherine Roe, the other subscribing witness subscribed his name as witness to said will at his request, in his presence and in the presence of each other.

Sworn in open court.
Test: Norman S. Dudley
Register of Wills of Queen Anne's
County, Md.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of John W. Smith, 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, ORDERES AND DECREES, this 6th day of December, A. D., 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said John W. Smith, deceased.

Henry C. Bowen
C. Tilghman Bishop
Harry B. Moore
Judges of the Orphans' Court for Queen Anne's County.

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

THE REGISTER OF WILLS FOR QUEEN ANNE'S COUNTY, MARYLAND, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of JOHN W. SMITH, as filed and passed in this office on December 6, 1938 and recorded in Liber N. S. D. No. 1 Folio 83, a Will Record in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 8th day of January 1940.

Seal's Place.

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

DECREE
Filed January 29, 1940.

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

Sadie Silverberg et al.,

versus

Wright Smith, and
William G. Smith

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Cause Number 3188

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

It is thereupon on this 29th day of January in the year nineteen hundred and forty by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, adjudged, ordered, and decreed that the real estate in these proceedings mentioned be sold for the purpose of partition between the parties, and

That Charles E. Tucker and Madison Brown be and they are hereby appointed trustees to make said sale and the course and manner of their proceedings shall be as follows:

- (1) They shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland conditioned for the faithful performance of the trust reposed in them by this decree or which may be reposed in them by any future decree or order in the premises, to be executed by themselves with a surety or sureties thereon to be approved by this Court or by said clerk in the penalty of Two thousand dollars, if the surety be corporate or sureties thereon be natural persons than in the penalty of Four thousand dollars
- (2) They shall then proceed to make the said sale; first having given at least three weeks previous notice thereof by advertisement inserted in some newspaper published in Queen Anne's County, State of Maryland (and such other notice as they shall think proper) of the time, place, manner, and terms of sale which terms shall be as follows: One-third cash, balance in six and twelve months or all cash as the purchaser may elect at the time of the sale; credit payments to bear interest from the day of sale and to be secured to the satisfaction of the trustees.
Title papers of the purchaser and all necessary revenue stamps for the deed to be paid by the purchaser.
A deposit of \$250 to be required of the purchaser at the time and place of the sale; balance of purchase money to bear interest from the day of sale.
- (3) As soon as may be convenient after any such sale or sales, the said Trustees shall return to this court a full and particular account of the same with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this court, and on the payment of the whole purchase money, (and not before,) the said trustees, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them.
- (4) And the said trustees shall bring into this court the money arising from said sale or sales and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said trustees as this court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.
- (5) That the said trustees are hereby directed to give at the time of advertisement of said sale notice to the creditors of Martha A. Smith, deceased, to the creditors Joseph Smith, deceased, and to the creditors of John W. Smith, deceased (said deceased being persons mentioned in the proceedings of this cause) to file their claims (with the proper vouchers thereof) against said deceased persons with the Clerk of the Circuit Court of Queen Anne's County within ninety days from the day of sale.

THOS. J. KEATING

Filed January 29th, 1940.

CERTIFIED COPY OF BOND
Filed March 18, 1940

Queen Anne's County, to wit: Be it remembered that on the eighteenth day of March, nineteen hundred and forty, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Tucker and Madison Brown, of Queen Anne's County in the State of Maryland, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with due authority to become the sale surety on the bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars, lawful money of the United States of America, to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of 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 sixteenth day of March in the year nineteen hundred and forty.

WHEREAS by a decree of the Circuit Court for Queen Anne's County sitting as a Court of Equity bearing date on the twenty ninth day of January in the year nineteen hundred and forty and passed in a Cause in the said Court bearing the Number 3188 Chancery wherein Sadie Silverberg et al. are complainants and Wright Smith and another are defendants, the above bound Charles E. Tucker and Madison Brown have been appointed trustees to make sale of certain real estate in the proceedings in said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bound Charles E. Tucker and Madison Brown do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise it is to remain in full force and virtue in law.

CHARLES E. TUCKER (SEAL)

MADISON BROWN (SEAL)

Signed, sealed and delivered in the presence of

American Surety Company of New York

DELHA D. ROLPH

by Madison Brown
Its Attorney in Fact.

Corporate Seal.

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

Bond filed and security approved March 18, 1940.

A. Sydney Gadd Jr. Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 150, 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 18th day of March, in the year nineteen hundred and forty.

Seal's Place

A. SYDNEY GADD, JR.
Clerk of the Circuit Court for Queen Anne's County.

REPORT OF SALE
Filed May 1, 1940.

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

Sadie Silverberg et al., Plaintiffs) Cause
vs.)
Wright Smith et al., Defendants.) No. 3188.

To the Honorable, the Judges of said Court:

The Report of Charles E. Tucker and Madison Brown, Trustees appointed by the decree passed in this cause to make the sale hereinafter mentioned unto Your Honors respectfully sets forth:

(1) That prior to the date of the sale hereinafter mentioned your trustees gave more than three weeks previous notice of the sale and of the time, place, manner and terms of the sale by advertisement inserted in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland once a week for three successive weeks, the first publication of the notice being on the 29th. day of February, 1940.

(2) That by the decree mentioned your trustees were directed to give at the time of the advertisement of sale notice to the creditors of Martha A. Smith, deceased, notice to the creditors of Joseph Smith deceased and notice to the creditors of John W. Smith, deceased, to file their claims against said deceased persons with the clerk of this court within ninety days from the day of sale, and your trustees gave these notices by including the same in the body of the advertisement or notice of the sale mentioned.

(3) That your trustees filed with this report as part of the same a copy of the advertisement of the notice of the sale and of the notices to the creditors of said deceased persons with a certificate attached to same signed by the publishers of said paper as to the fact and times of the publication of said advertisement.

(4) That prior to the day of the sale hereinafter mentioned your trustees filed with the clerk of this court their bond to the State of Maryland conditioned for the faithful performance of the trust reposed in them by said decree and which might reposed in them by any future decree of this court executed by themselves and the American Surety Company of New York (a corporation) as surety thereon in the penalty of the sum of \$2,000.00.

(5) That pursuant to the notices of sale your trustees did attend on Tuesday, March 19th., 1940 at 2 o'clock P. M. in front of the court house door in the town of Centreville in Queen Anne's County aforesaid and then and there offered at public sale to the highest bidder the property decreed to be sold as described in the advertisement of sale and then and there sold said property unto Sadie Silverberg and Mary E. Cole, two of the parties to the cause, they being then and there the highest bidders therefor, at and for the sum of eleven hundred thirty dollars (\$1,130.00).

(6) That prior to the day of sale your trustees procured W. Wirt Bartlett, a civil engineer to survey the property and to make for the trustees a plat of the land to be sold showing the metes and bounds, courses and distances of said land which plat was during the course of the sale, shown, read and explained to the persons gathered at the place of sale. This survey and plat your trustees found necessary for without the same your trustees could not furnish a description of the property by metes and bounds courses and distances. This plat will be filed in the proceedings of this cause to be recorded with the same as part thereof.

(7) That the purchasers on the day of sale delivered unto your trustees their promissory note of demand with Harry J. Cole as surety thereon for the payment of \$250.00 and on this note your trustees have caused a judgment to be entered in the Circuit Court for Queen Anne's County in their favor against the makers of said note for the sum of \$250.00 with costs of suit and all exemptions waived.

(8) That since the entry of said judgment Mary A. Cole has paid unto these trustees the sum of one hundred dollars on account of said judgment.

(9) That the purchasers of the property have stated unto the trustees that they will make further compliance with the terms of sale upon ratification of the sale by the court.

Which is respectfully submitted.

The report states
the amount of the
sale to be \$1,130.00.

CHARLES E. TUCKER Trustee.
Charles E. Tucker.

MADISON BROWN Trustee.
Madison Brown

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

I hereby certify that on this thirtieth day of April, 1940 before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles E. Tucker and Madison Brown, Trustees above named and each did make oath in due form of law that the matters and things stated in the foregoing sale are true as therein set forth and that the sale therein reported was fairly made to the best of their knowledge and belief.

A. SYDNEY GADD JR. Clerk

Filed May 1, 1940.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 1, 1940.

TRUSTEE'S SALE
-OF-
HOUSE & LOT
-in-
CENTREVILLE, MARYLAND

By virtue of the decree of the Circuit Court for Queen Anne's County in Equity passed in a cause therein between Sadie Silverberg et al., plaintiff and Wright Smith et al., defendant, numbered 3188 Chancery, the undersigned trustees will sell at public sale in front of the court house door on TUESDAY, MAR. 19, 1940 At 2:00 o'clock, P. M.

All that lot of land commonly called "The John W. Smith Property" situated in Town of Centreville, Maryland on Water Street and Chesterfield Avenue located oppotie The Little Theatre.

Improvements consist of a frame dwelling house containing 7 rooms and some outbuildings. This lot of land is of considerable size and is nicely located in a desirable residential section of the town. The lot is of sufficient size to contain two dwelling houses and therefore will be offered in two parcels and then as a whole, and will be sold in the way to realize most money.

A plat of the land shwoing the proposed division can be seen by applying to two trustees.

TERMS OF SALE: One-third cash, balance in 6 to 12 months or all cash as the purchaser may elect at time of the sale, credit payments to bear interest from day of sale to be secured to satisfaction of the trustees. Title papers of the purchaser and all necessary revenue stamps for purchaser's deed to be paid by him. A deposit of \$250.00 to be required by the purchaser at time and place of sale; balance of purchase money to bear interest from day of sale.

NOTICE IS HEREBY GIVEN

To the creditors of Martha A. Smith, deceased and

To the Creditors of Joseph Smith, deceased and

To the creditors of John W. Smith, deceased.

To file their claims (with the proper vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within 90 days from March 19, 1940.

These notices are given pursuant to decree mentioned above.

CHARLES E. TUCKER,
MADISON BROWN,
Trustees.

J. E. Anthony, Auctioneer.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. March 18, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Trustees' Sale in the case of Sadie Silverberg et al plaintiff and Wright Smith et al, defendant a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks the first publication thereof having been made in said newspaper on the 29th day of February, 1940, being more than three weeks before the 19th day of March 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

Filed May 1, 1940.

N I S I

Sadie Silverberg, et. al.

VS

Wright Smith, et. al.,

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
) CHANCERY NO. 3188

ORDERED, This 1st., day of May A. D., 1940, that the sale of the real estate made and reported in this cause by Madison Brown and Charles E. Tucker, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th., 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 4th., day of June next.

The Report states the amount of sales to be \$1130.00.

A. SYDNEY GADD, JR. Clerk

Filed May 1, 1940.

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed July 15, 1940

N I S I

Sadie Silverberg, et al.
vs.
Wright Smith, et al.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3188

Ordered, this 1st day of May, A. D., 1940, that the sale of the real estate made and reported in this cause by Madison Brown and Charles E. Tucker, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of July, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland; once in each of four successive weeks before the 4th day of June next.

The report states the amount of sale to be \$1130.00.

A. SIDNEY GADD, JR., Clerk

True Copy:
Test: A. SIDNEY GADD, JR., Clerk
Filed May 1, 1940

Queenstown, Queen Anne's County, Maryland, July _____ 1940.

I, Michael W. Aker of Queen Anne's County, State of Maryland do hereby certify as follows;

That I am the publisher of a weekly newspaper called The Queenstown News which is printed and published at Queenstown, Queen Anne's County, Maryland and that the order nisi passed May first, 1940 by the Circuit Court for Queen Anne's County in Equity in Cause #3188 between Sadie Silverberg et al., plaintiffs and Wright Smith, et al., defendants, a true copy of which is hereunto annexed was inserted as an advertisement in said Queenstown News once in each of four successive weeks before the 4th. day of June, 1940, the first publication thereof having been made in the issue of said newspaper issued May 3rd. 1940.

M. W. AKER
Publisher of Queenstown News.

Filed July 15, 1940.

CONSENT TO RATIFICATION OF SALE
Filed August 6, 1940.

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

Sadie Silverberg, et al.,)
) CHANCERY
) DOCKET
Wright Smith, et al.) CAUSE #3188.

To the Honorable, the Judges of said Court:

We, the undersigned, parties plaintiff of the above cause and of the Bill of Complaint filed therein, do hereby consent that the sale of the real estate decreed to be sold by the decree filed in said cause as made by Charles E. Tucker and Madison Brown, trustees named in said decree on Tuesday, March 19, 1940 unto Sadie Silverberg and Mary A. Cole at and for the sum of \$1130.00, which sale is particularly described in the Report of Sale filed by said trustees in this cause on May 1, 1940 shall be forthwith ratified and confirmed by the above named court.

SADIE SILVERBERG
Sadie Silverberg

JACOB SILVERBERG
Jacob Silverberg

Filed Aug. 6, 1940

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

Sadie Silverberg, et al.,)	
	)	Chancery
versus	)	Docket
	)	Cause #3188.
Wright Smith, et al.,)	
)	

To the Honorable, the Judges of said Court:

We, the undersigned, parties plaintiff of the above cause and of the Bill of Complaint filed therein, do hereby consent that the sale of the real estate decreed to be sold by the decree filed in said cause as made by Charles E. Tucker and Madison Brown, trustees named in said decree on Tuesday, March 19, 1940 unto Sadie Silverberg and Mary E. Cole at and for the sum of \$1130.00, which sale is particularly described in the Report of Sale filed by said trustees in this cause on May 1, 1940 shall be forwith ratified and confirmed by the above named court.

MARY E. COLE
Mary E. Cole

HARRY J. COLE
Harry J. Cole

Filed Aug. 6, 1940.

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

Sadie Silverberg, et al.,	)	CHANCERY
)	
versus	)	Docket
)	
Wright Smith, et al.	)	Cause #3188.

To the honorable, the Judges of said Court:

We, the undersigned, parties plaintiff of the above cause and of the Bill of Complaint filed therein, do hereby consent that the sale of the real estate decreed to be sold by the decree filed in said cause as made by Charles E. Tucker and Madison Brown, trustees named in said decree on Tuesday, March 19, 1940 unto Sadie Silverberg and Mary A. Cole at and for the sum of \$1130.00, which sale is particularly described in the Report of Sale filed by said trustees in this cause on May 1, 1940 shall be forwith ratified and confirmed by the above named court.

JOHN W. SMITH
John W. Smith

MYRTLE SMITH
Myrtle Smith

Filed Aug. 6, 1940.

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

Sadie Silverberg et al.,	)	Chancery
)	
versus	)	Docket
)	
Wright Smith, et al.,	)	Cause #3188.

To the Honorable, the Judges of said Court:

I, Mary L. Smith, one of the parties plaintiff of the above cause and of the Bill of Complaint filed therein do hereby consent that the sale of the real estate to be sold by the decree filed in this cause as made by Charles E. Tucker and Madison Brown, trustees named in said decree on Tuesday, March 19, 1940 unto Sadie Silverberg and Mary A. Cole at and for the sum of \$1130.00, which sale is particularly described in the Report of Sale filed by said trustees in this cause on May 1, 1940 shall forwith be ratified and confirmed by the above named court.

MARY L. SMITH
Mary L. Smith

Filed Aug. 6, 1940.

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

Sadie Silverberg, et al.,	)	Chancery
)	
	)	Docket
)	
Wright Smith, et al.,	)	Cause #3188.

To the Honorable, the Judges of said Court:

I, Henreitta S. Glover, one of the parties defendant of the above cause and of the Bill of Complaint filed therein do hereby consent that the sale of the real estate decreed to be sold by the decree filed in this cause as made by Charles E. Tucker and Madison Brown, trustees, named in said decree on Tuesday, March 19, 1940 unto Sadie Silverberg and Mary A. Cole at and for the sum of \$1130.00 which sale is particularly described in the Report of Sale filed by said trustees in this cause on May 1, 1940 shall forwith be ratified and confirmed by the above named court.

HENRIETTA S. GLOVER
Henrietta S. Glover

Filed Aug. 6, 1940

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

Sadie Silverberg et al.,	)	Chancery
)	
	)	Docket
)	
Wright Smith, et al.,	)	Cause #3188.

To the Honorable, the Judges of said Court:

I, William G. Smith, one of the parties defendant of the above cause and of the Bill of Complaint filed therein do hereby consent that the sale of the real estate decreed to be sold by the decree filed in this cause as made by Charles E. Tucker and Madison Brown, trustees named in said decree on Tuesday, March 19, 1940 unto Sadie Silverberg and Mary A. Cole at and for the sum of \$1130.00 which sale is particularly described in the Report of Sale filed by said trustees in this cause on May 1, 1940 shall forwith be ratified and confirmed by the above named court.

WILLIAM G. SMITH
William G. Smith

Test:

Filed Aug. 6, 1940.

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

Sadie Silverberg, et al.,	)	Chancery
)	
	)	Docket
)	
Wright Smith, et al.,	)	Cause #3188.

To the Honorable, the Judges of said Court:

I, Wright Smith, one of the parties defendant of the above cause and of the Bill of Complaint filed therein do hereby consent that the sale of the real estate decreed to be sold by the decree filed in this cause as made by Charles E. Tucker and Madison Brown, trustees, named in said decree on Tuesday, March 19, 1940 unto Sadie Silverberg and Mary A. Cole at and for the sum of \$1130.00 which sale is particularly described in the Report of Sale filed by said trustees in this cause on May 1, 1940 shall forwith be ratified and confirmed by the above named court.

WRIGHT SMITH
WRIGHT SMITH

Filed Aug. 6, 1940

ORDER OF COURT RATIFYING SALE
Filed Aug. 6, 1940

Order of Court:

It is on this sixth day of July, 1940 by the Circuit Court for Queen Anne's County in Equity that the within and foregoing sale made and reported by Madison Brown and Charles E. Tucker, trustees be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the order nisi heretofore passed in this cause in relation to said sale.

The trustees are allowed the usual commissions and all expenses of the sale not personal. It is further ordered that the proceedings of this cause be and the same are hereby referred to Richard T. Earle as Special Auditor (the regular Auditor of the Court being one of the Trustees) with instructions to state and return to this court an account between the proceeds of the sale mentioned and said trustees.

THOS. J. KEATING

Filed Aug. 6, 1940.

JOINT PETITION OF SADIE SILVERBERG AND MARY E. COLE, PURCHASERS TO HAVE MARY E. COLEMAN SOLE PURCHASER AND ASSENT OF TRUSTEES THERETO. Filed Sept. 28, 1940

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

Sadie Silverberg et al., Plaintiffs) Cause
vs.)
Wright Smith et al., Defendants) No. 3188

To the Honorable, the Judges of said Court:

The joint and several petition of Sadie Silverberg and Mary E. Cole unto your Honors respectfully sets forth:

1. That as will appear from the report of sale heretofore filed in this cause, the said Sadie Silverberg and Mary E. Cole became the purchasers of the property described in said report of sale at the sale therein made.

2. That it has since said sale been agreed between the said Sadie Silverberg and the said Mary E. Cole as follows, to wit:

That the said Mary E. Cole shall become the sole purchaser of said property; that the said Sadie Silverberg shall be released as the purchaser of said property; that the said Mary E. Cole shall be substituted by the order of this court the sole purchaser of said property in the same manner as if she, said Mary E. Cole, had been the sole purchaser of the property at the sale mentioned in the report of sale; that the said Sadie Silverberg shall be released as said purchaser by order of this court.

3. Your petitioners therefore pray your Honors to pass an order substituting Mary E. Cole as the sole purchaser of the property described in the report of sale filed in this cause, in the same manner as if she had, at the sale mentioned, been the sole purchaser of property, and releasing the said Sadie Silverberg as purchaser of said property.

Respectfully submitted,

SADIE SILVERBERG

MARY E. COLE

Filed Sept. 28th, 1940.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned trustees of this cause, do hereby agreed that this Honorable Court shall pass an order substituting Mary E. Cole, above named, as the sole purchaser of the property sold by these trustees, as set forth in their report of sale heretofore filed in this cause, in the same manner as if she has been the sole purchaser of said

ASSIGNMENT BY SADIE SILVERBERG OF HER INTEREST IN SALE OF THIS CAUSE TO MARY E. COLE

property at said sale, and releasing the said Sadie Silverberg, above named, as purchaser of said property.

Filed Sept. 30, 1940.

Filed Sept. 28th, 1940.

CHAS. E. TUCKER MADISON BROWN Trustees

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

Sadie Silverberg et al., Plaintiffs) Cause
vs.)
Wright Smith et al., Defendants) No. 3188

I, Sadie Silverberg, the undersigned and one of the plaintiffs of the above entitled cause and as such one of the heirs at law of Martha

A. Smith, mentioned and described in the proceedings in the above entitled cause, for value received do hereby assign and transfer unto Mary E. Cole, my sister, all my right, title, interest, and estate, both at law and in equity in, to and of the proceeds of the sale made by Charles E. Tucker and Madison Brown, trustees of the above cause and described in the report of sale filed by them in this cause, and I hereby order and direct the auditor to whom these proceedings have been referred for an audit to award and distribute my share of said sale unto the said Mary E. Cole when he makes distribution of proceeds of sale by the audit mentioned.

In testimony whereof, I do hereunto affix my name and seal this 29th day of August in the year nineteen hundred and forty.

SADIE SILVERBERG (SEAL)
Sadie Silverberg

TEST:

MADISON BROWN
CHAS. E. TUCKER

Filed Sept. 30, 1940.

PETITION OF JACOB SILVERBERG
Filed October 2, 1940.

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

Sadie Silverberg et al.,plaintiffs) Cause No.
vs.)
Wright Smith et al.,Defendants.) 3188.

To the Honorable, the Judges of said Court:

The petition of Jacob Silverberg, unto Your Honors respectfully sets forth:

The said Jacob Silverberg is the husband of Sadie Silverberg mentioned in said cause and as such is the plaintiff of said cause.

The said Jacob Silverberg is aware that at the sale of the real estate sold in the proceedings of said cause the said Sadie Silverberg and her sister, Mary E. Cole became the joint purchasers of the real estate so sold at and for the sum of \$1,130.00 and that the report of the sale filed by the trustees will show these facts.

The said Jacob Silverberg has been informed by the said Sadie Silverberg that said Sadie Silverberg and said Mary E. Cole have agreed each by the other that the said Mary E. Cole shall become the sole purchaser of the said real estate, that the said Sadie Silverberg shall be released as said purchaser and that the two original purchasers have filed in said Court their joint petition in which they pray the court to pass an order to carry out this agreement.

Your petitioner has been informed by Sadie Silverberg, his wife, that the paper attached herewith is a copy of said joint petition.

The said Jacob Silverberg hereby gives his consent in writing to the passage of the order of the Court mentioned above that is to say hereby consents that this Court shall pass an order substituting Mary E. Cole as the sole purchaser of the property sold in these proceedings and set forth in the report of sale filed herein in the place and stead of Sadie Silverberg in the same manner and as fully as if the said Mary E. Cole had been the sole purchaser at the sale mentioned and releasing Said Sadie Silverberg as purchaser of said property.

Respectfully submitted,

JACOB SILVERBERG
Jacob Silverberg

Filed October 2nd, 1940

ORDER OF COURT
Filed October 2, 1940

ORDER OF COURT

The foregoing petition of Sadie Silverberg and Mary E. Cole and the consent thereto above set forth of Charles E. Tucker and Madison Brown, the trustees of the cause and the consent of Jacob Silverberg have been read and considered.

It is thereupon on this second day of October, 1940 by the Circuit Court for Queen Anne's County, in equity, and by the authority of said Court, ordered that Mary E. Cole above named, be and she is hereby substituted

as the sole purchaser of the property sold in these proceedings as set forth in the report of sale above mentioned in the place and stead of Sadie Silverberg, the other reported purchaser, in the same manner and as fully as if she, the said Mary E. Cole, had been the sole purchaser at the sale mentioned, and that the said Sadie Silverberg be and she is hereby released as purchaser of said property.

THOS. J. KEATING

Filed October 2, 1940

ASSIGNMENT
filed October 5, 1940.

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

Sadie Silverberg et al.	∅	Chancery Docket,
versus	∅	
Wright Smith, et al.	∅	Cause NO. 3188.

THIS ASSIGNMENT, made this 5th day of October in the year nineteen hundred and forty between Mary E. Cole, one of the parties of the above cause as party of the first part and Charles E. Tucker, of said county of the other part. Sadie Silverberg, one of the parties of said suit prior to the assignment hereinafter mentioned made by her was entitled to a share of and to an estate in the proceeds of the sale made and reported in above cause as an heir at law of Martha A. Smith named in the proceedings of said cause. The said Sadie Silverberg by a written assignment dated August 29, 1940 and filed September 30, 1940 in the proceedings of said cause and now on file therein, did assign and transfer her said share and estate in and to the proceeds of said sale unto her sister, the said Mary E. Cole, who is now entitled to receive said share in said sale of said Sadie Silverberg. The said Mary E. Cole, in addition to being entitled to the share of the sale above mentioned is now in her own right as an heir at law of said Martha A. Smith entitled to an estate in an to a share of the proceeds of said sale. The said Mary E. Cole has agreed to assign unto the said Charles E. Tucker that share of the sale of this cause to which she is entitled to an assignee of Sadie Silverberg and that share to which she is entitled in her own right as heir at law of Martha A. Smith.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH:- That the said Mary E. Cole for and in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged does hereby assign, transfer and set over unto the said Charles E. Tucker, his executors, administrators and assigns all the present right, title, interest and estate of her, the said Mary E. Cole in, to and of the proceeds of the sale of the real estate made and reported in this cause inclusive of that share of said sale which the said Sadie Silverberg has assigned and transferred unto the said Mary E. Cole and also of the share of said sale to which the said Mary E. Cole is entitled to receive in her own right as aforesaid. The Auditor of the Court appointed to state the audit of said cause is hereby directed to distribute unto the said Charles E. Tucker the several shares of said sale hereby mentioned and assigned.

IN TESTIMONY WHEREOF the said Mary E. Cole does hereunto subscribe her name and affix her seal the day and year above written.

Test:
MADISON BROWN

MARY E. COLE (SEAL)
Mary E. Cole

Filed October 5th, 1940.

REPORT AND ACCOUNT
Filed Oct. 25, 1940.

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

Sadie Silverberg et al.,	∅	Cause
versus	∅	No.
Wright Smith, et al.,	∅	3188.

To the Honorable, the Judges of said Court:-

The Report of Richard T. Earle, as the Special Auditor of this cause unto Your Honors respectfully sets forth:-

THAT before proceeding to state the within account your Auditor took before the Clerk of this Court the oath required of him as Special Auditor of this cause.

THAT your Auditor has examined the amended bill of complaint filed in this cause and the testimony also filed in the cause and he finds that according to the testi-

mony the names of the co-owners of the property sold in this cause are correctly stated in the amended bill of complaint and that the share or shares of each co-owner is also correctly stated in this bill of complaint.

THAT your Auditor has stated the within account by first charging the Trustees appointed by the decree of sale filed in this cause with the gross amount of the sale of the real estate sold by them per their report of sale filed in this cause and then he has allowed thereout unto the Trustees as follows:

Their commissions for making the sale per rule of the Court, the Court costs of the proceedings according to tue bill of costs made out by the Clerk of the Court, the costs of advertising order of publication against non-residents, notices of sale and the several orders Nisi of the cause, the costs of their bond and the cost of the auctioneer, the fee of the auditor, taxes paid by the trustees due on the property sold in arrears on day of sale and other items of expense all enumerated in the within account.

The amount of the gross sale so charged remaining after these allowances constitutes the net sale for payment to and distribution among the parties owing the property on the day of the sale and this balance is by the within account distributed to these co-owners according to their respective rights therein as shown by the testimony.

Which is respectfully submitted.

RICHARD T. EARLE
SPECIAL AUDITOR.

October 24, 1940.

CAUSE NO. 3188.

The proceeds of the sale of the real estate of Sadie Silverberg and others, joint owners in account with Charles E. Tucker and Madison Brown, trustees appointed to sell said real estate by the decree passed in this cause.

1940		CR.	
March			
19	By amount of the gross sale made by said trustees per their report of sale filed herein, to wit:		\$ 1,130.00

1940		DR.	
March			
19	To Charles E. Tucker and Madison Brown, trustees, for their commissions for making the sale, per rule of Court, the sum of		\$ 75.30
"	To do., for the Court costs of this cause as set out in the Bill of costs made by the clerk and exhibited, that is to say:		
	To A. S. Gadd, clerk, for his costs, . . .		\$ 60.05
	To C. E. Tucker, appearance fee		10.00
	To Madison Brown, appearance fee.		10.00
	To T. H. Everett, sheriff, . . . . .		.75
	To E. Earle Coursey, sheriff, . . . . .		.75
	Examiner's Costs:		
	To H. B. W. Mitchell, examiner,		12.00
	To Carolyn Coursey, examiner's clerk		3.00
	To H. J. Cole, . . . . .		.75
	To Wright Smith, . . . . .		.75
	To N. S. Dudley, Register of Wills,		5.50
			<u>103.55</u>

To the trustees, for the cost of their bond containing corporate surety paid to the said surety, per account with receipt thereon exhibited appears, the sum of	20.00
---	-------

To do., for the amount paid J. E. Anthony, auctioneer, for crying the said sale, per his receipt for same exhibited appears, to wit:	10.00
--	-------

To do., for the charges of Queen Anne's Record & Observer Publishing Company for advertising in Centreville newspaper notices of sale and court notices to creditors, per account for same exhibited appears, to wit:	29.75
---	-------

To do., to pay Town Commissioners of Centreville for the balance due same for water rent for water furnished said Real Estate for year 1939 as per account exhibited appears, to wit:	6.25
---	------

To do., for the charge of Shew & Bartlett, engineers for making for the sale survey and plat of the land sold, per account for same exhibited appears, to wit: 20.00
 Amounts carried forward: \$ 264.85 \$ 1,130.00

CAUSE NO. 3188.

DR. CR.

Amounts brought forward: \$ 264.85 \$ 1,130.00

To Charles E. Tucker and Madison Brown, trustees, for amount paid M. W. Aker, publisher of Queenstown News, for costs of advertising in his paper order of publication passed in this cause \$32.50
 order nisi on the sale 5.00
 a total of \$37.50 37.50
 per receipted accounts for same exhibited appear, to wit: the sum mentioned above,

to do., for the amount of state & county taxes on the property sold for the year 1938 paid by them per tax account receipted and exhibited, to wit: 17.01

To do., for the amount of state & county taxes on the property sold for year 1939 paid by them per receipted tax account for same exhibited, to wit: 19.12

To do., for amount paid by them to the Clerk of the Court for cost of recording a deed from Eugene Pennington to Martha A. Smith mentioned in the proceedings for land included in the real estate sold and filed for record to complete title, per receipt for same appears, to wit: the sum of. 1.35

To do., for costs of certain fire insurance obtained by them on the house sold per receipt for same appears, to wit: 3.00

To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

To Richard T. Earle, Special Auditor for stating this account or audit the sum of 13.50

\$ 359.83

To Balance carried forward and distributed among the co-owners of the real estate sold 770.17

\$1,130.00 \$ 1,130.00

RICHARD T. EARLE
 SPECIAL AUDITOR.

October 24, 1940.

CAUSE NO. 3188.

DISTRIBUTION OF BALANCE SHOWN BY PRECEDING PAGE AMONG CO-OWNERS.

DR.

To Sadie Silverberg use of Mary E. Cole per assignment from the former to the latter filed in this Cause use of Charles E. Tucker per assignment from Mary E. Cole to him also filed in this cause

2/21 parts of said balance, to wit: the sum of \$ 73.35

To Mary E. Cole use of Charles E. Tucker, per assignment from her to him filed in this cause

2/21 parts of said balance, to wit: the sum of 73.35

To Henrietta S. Glover,

2/21 parts of said balance, to wit: the sum of 73.35

To John W. Smith,

2/21 parts of said balance, to wit: the sum of. 73.35

To William G. Smith,

2/21 parts of said balance, to wit: the sum of 73.35

To Mary L. Smith,	
1/21 parts of said balance, to wit: the sum of	36.68
To Wright Smith,	
10/21 parts of said balance, to wit: the sum of	366.74
	<hr/>
Amount Distributed	\$ 770.17
Amount brought forward for distribution	770.17
	<hr/>

October 24, 1940.

RICHARD T. EARLE
SPECIAL AUDITOR.

Filed Oct. 25, 1940

NISI RATIFICATION OF AUDIT

Sadie Silverberg, et al.	)	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
Wright Smith, et al.		IN EQUITY
		CASE NO. 3188.

ORDERED, This 25th day of October in the year nineteen hundred and Forty 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 23rd day of November, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of November, 1940, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed October 25, 1940.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Nov. 26, 1940.

NISI RATIFICATION OF AUDIT

Sadie Silverberg, et. al.
VS.
Wright Smith, et. al.

In the Circuit Court for Queen Anne's County In Equity Cause No. 3188

ORDERED, This 25th day of October in the year nineteen hundred and forty 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 23rd day of November, 1940, provided a copy of this order be published once a week in each of two successive weeks before the 16th day of November, 1940, in some newspaper printed and published in Queen Anne's County, Maryland.

A. SYDNEY GADD, JR. Clerk.

True copy:
Test-A. SYDNEY GADD, Jr., Clerk
Clerk of the Circuit Court for Queen
Anne's County.

Filed October 25th, 1940.

Queenstown, Queen Anne's County
State of Maryland, November 25, 1940.

I, Michael W. Aker, the undersigned do hereby certify that I am the publisher of a newspaper called the Queenstown News which I publish in Queenstown aforesaid and issue to the public each week and on Friday of each week and I further certify that the nisi ratification of audit in the case of Sadie Silverberg et al. versus

Wright Smith et al. in Cause No. 3188 of the Circuit Court of Queen Anne's County in Equity, a true copy of which is hereunto annexed was published in the Queenstown News aforesaid once a week in each of two successive weeks before the 16th. day of November 1940, as an advertisement and that the said advertisement appeared in the issues of said newspaper published on the following dates;

November 1-8 1940
1940,

MICHAEL W. AKER
Michael W. Aker, Publisher.

Filed Nov. 26th, 1940.

ORDER OF COURT
Filed Nov. 30, 1940

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

Sadie Silverberg et al.,)
)
) Cause No. 3188.
)
)
Wright Smith, et al.)

Ordered, on this 30th day of November 1940, by the Circuit Court for Queen Anne's County in Equity that the within and foregoing 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 Charles E. Tucker and Madison Brown the trustees of the Cause are hereby directed to apply the proceeds of sale of the cause in accordance with said report and account.

THOS. J. KEATING

Filed Nov. 30, 1940.

Plat
Filed April 22th, 1946.
Carried forward to folio 621.

CAUSE NO. 3266.

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

H. B. W. Mitchell,
Assignee,

vs.

Max Hecker, Sr.
Mortgagor.

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

A. Sydney Gadd, Jr., Clerk:-

You will please docket suit on the Equity side of the Court as per the above titling and file certified copy of mortgage from Max Hecker, Sr., to S. Earle Long, dated the 14th. day of January, 1932, and recorded in liber B. H. T. No.14, a land record book for Queen Anne's County, folio 72, and the assignments thereof.

H. B. W. MITCHELL
H. B. W. Mitchell
Attorney.

Filed Feby. 13th, 1941.

CERTIFIED COPY OF BOND
Filed March 14, 1941.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of March, in the year Nineteen Hundred and forty one, 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 fifteen hundred dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents, Sealed with our seals and dated this 14th day of March, Nineteen hundred and forty one.

Whereas, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Max Hecker, Sr. to S. Earle Long dated the 14th day of January, 1932, and recorded in Liber B. H. T. No. 14 a Land Record Book for Queen Anne's County, folio 72, and by mesne assignments duly assigned to the said H. B. W. Mitchell for the purpose of foreclosure and collection. Now the condition of the above obligation is such that if the above bounden, H. B. W. Mitchell, do and shall abide by and fulfill any order or decree which shall be made by 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 W. L. Holton Jr.
W. L. Holton Jr.
Corporate
Seals
Place.

H. B. W. MITCHELL (SEAL)
H. B. W. Mitchell
MARYLAND CASUALTY COMPANY
By H. B. W. MITCHELL, Attorney in fact
H. B. W. Mitchell

And on the back of the foregoing Bond was thus endorsed, to wit:
Bond filed Security approved March 14th, 1941.

A. Sydney Gadd Jr., Clerk

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 168 &c., 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 March A. D., 1941.

Seal's
Place.

A. SYDNEY GADD JR. Clerk.

CERTIFIED COPY OF MORTGAGE
Filed March 13, 1941.

.....
#15,343. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the eighteenth day of January, in the year nineteen hundred and thirty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 14th day of January, in the year nineteen hundred and Thirty-Two, by Max Hecker, Sr., Widower, of Queen Anne's County in the State of Maryland, WITNESSETH,

WHEREAS, the said Max Hecker, Sr., is justly and bona fide indebted unto S. Earle Long, of said Queen Anne's County, in the said State of Maryland, in the full and just sum of Five Hundred Dollars, for that amount of cash money this day loaned and advanced by the said S. Earle Long, to the said Max Hecker, Sr., the said sum of Five Hundred Dollars to draw interest from the First day of January, in the year, 1932, and to be repaid, that is the principal sum of Five Hundred Dollars, within two years from the First day of January, in the year 1932, the interest thereon in the mean time payable each six months (semi-annually) during the existence of this Loan.

Now, Therefore, in consideration of the premises and of the sum of five dollars, the receipt whereof is hereby acknowledged, the said Max Hecker, Sr., does hereby grant and convey unto the said S. Earle Long, in fee simple,

All those Three Tracts, or Parcels of Land, Tracts or Parts of Tracts, of land situate, lying and being in or near the Village of Winchester (Now Grasonville) in the Second Precinct of the Fifth Election District of Queen Anne's County, in the State of Maryland, and more particularly described as follows, To WIT: No. 1, All that Lot or Parcel of Land, situate on the North side of the or right hand side of the new public State road running from Queenstown to Kent Island Narrows, through the said village of Grasonville (formerly Winchester) and containing 8 Acres of Land more or less, and commonly and generally known as the "The Fords Store Property".

No. 2, All that Lot or Parcel of Land, or Lots or Parcels of Land, situate on the South side of the State Road running from Queenstown to Kent Island Narrows, through the said Village of Grasonville (Winchester) and containing 3 and 1/2 acres of Land more or less, which includes the two small pieces sold off to Joseph W. Collier, and Mary A. Lettau, by William T. Pratt and wife, in Deeds dated July 29th. 1927 and Recorded in Liber B. H. T. NO. 7, folios 68 and 69 One of the Land Record Books for Queen Anne's County, Maryland.

No. 3. All that Lot of Land situate, lying and being in the 5th. Election District of Queen Anne's County, Maryland, and lying on the North side of the public Road running through Grasonville to Kent Island Narrows, and containing one and one-half acres of Land more or less; And the Land intended to be herein conveyed is the same land as that described in the Deed from Nora H. Pratt to Max E. Hecker, dated January 3rd. 1929, and Recorded in Liber B. H. T. No. 9 folios 276, etc., One of the Land Record Books for Queen Anne's County, State of Maryland, to which Deed and the references therein contained 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 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 Max E. Hecker, Sr., his heirs, executors, administrators or assigns, shall well and truly pay to the said S. Earle Long, his successors, executors, administrators or assigns, the aforesaid sum of Five Hundred Dollars, within two years from January 1st., 1932, and the interest thereon in the mean time each six months, or semi annually, during the existence of this loan, 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 Max Hecker Sr., his heirs and assigns, shall possess said property.

And the said Max Hecker, 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 S. Earle Long, his successors, executors, administrators or assigns, and to have the said Policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee his successors, executors, administrators or assigns, said policy or policies and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem, expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second all moneys owing hereunder or secured hereby, whether the same shall have matured or not; and third, the balance to Max Heckerm Sr., 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 S. Earle Long, his executors, administrators, successors or assigns, or J. H. C. LEGG his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Max Hecker, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

As witness the hand and seal of the Mortgagor..

TEST:
LIDA HOPKINS

his
MAX XHECKER SR. (SEAL)
mark

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

I hereby Certify that on this 14th day of January, in the year, nineteen hundred and Thirty Two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly and legally commissioned and qualified, personally appeared Max Hecker, Sr., the within named Mortgagor and acknowledged the foregoing Mortgage to be his act; and now at the same time also personally appeared before me the subscriber, S. Earle Long the within named Mortgagee and made oath in due form of Law, that the consideration named in the foregoing Mortgage, is just and true and bona fide as therein set out and stated.

Notary Public
Seal.

LIDA HOPKINS
Notary Public

QUEEN ANNEIS COUNTY, TO WIT: Be it remembered that on the Eighth day of November in the year nineteen hundred and thirty eight, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby transfer and assign, without recourse or guarantee the within and foregoing mortgage to the QUEENSTOWN Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, its successors or assigns.

As witness my hand and seal this 7th day of November, nineteen hundred and thirty eight.

WITNESS
W. I. TUTTLE

S. EARLE LONG (SEAL)

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of February, in the year Nineteen Hundred and forty one, the following Assignment was filed for record, to wit:

February 13, 1941

For value received, the within and foregoing mortgage is hereby transferred and assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection.

In testimony whereof, The Queenstown Bank, of Maryland, a body corporate, has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its cashier.

Attest W.I. TUTTLE
W. I. Tuttle

THOMAS MARSALIS
President of the Queenstown Bank of Md.
Thomas Marsalis
Corporate
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. R. No. 14, folios 72, etc., a Land Record Book for Queen Anne's County.

Seals
Place.

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 13th day of March, in the year nineteen hundred and forty one.

A. Sydney Gadd Jr. Clerk

.....

REPORT OF SALE
Filed March 17th 1941

H. B. W. Mitchell, Assignee,
vs
Max Hecker, Sr.,
Mortgagor

||
||
||
||

In the Circuit Court for
Queen Anne's County, in Equity
No. 3266.

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, Assignee for the purpose of foreclosure and collection of the mortgage from Max Hecker, Sr., to S. Earle Long, dated the 14th day of January, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 72, and by mesne assignments duly assigned to said H. B. W. Mitchell for the purpose of foreclosure and collection, a certified copy of said mortgage and 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 and the interest thereon, the said H. B. W. Mitchell, Assignee as aforesaid, after having first given notice of the time, place, manner and terms of said advertisement in the Centreville Record - Observer, a newspaper printed and published in Centreville, Queen Anne's County, Maryland for more than twenty days previous to the day of sale, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and fulfill any order or decree which shall be made by any court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, did, pursuant to said notice and advertisement, attend on the property, known as "The Ford's Store Property", in Grasonville, in the Fifth Election District of Queen Anne's County, Maryland, Saturday, March 15th, 1941, at the hour of 2:00 o'clock p.m., and did then and there proceed to sell by public auction the land and premises first described in said mortgage in the manner following, that is to say:

After the said H. B. W. Mitchell, Assignee as aforesaid, had read the advertisement and had announced that all taxes levied against said property prior to the year nineteen hundred and forty one and remaining due and unpaid would be paid out of the proceeds of sale, the said H. B. W. Mitchell, Assignee as aforesaid, proceeded to sell all that lot and/or parcel of land, improved by store house and dwelling house combined, situate on the North or right hand side of the public road leading from Queenstown through Grasonville to Kent Island and containing eight acres of land, more or less, and known as "The Ford's Store Property", and being the property first described in said mortgage, and being also the same land which is first described in the deed from Nora H. Pratt to Max E. Hecker, dated January 3rd, 1929, and recorded in liber E. H. R. No. 9, all land record book for Queen Anne's County, folios 276 etc., and sold the same to Joseph W. A. Evans, he being then and there the highest bidder therefor, at and for the sum of fourteen hundred and twenty five dollars. The lot and/or parcel of land sold as aforesaid having sold for a sufficient amount, in the opinion of your Assignee, to pay and satisfy the principal mortgage debt, interest, past due taxes and the costs incident to said sale, your Assignee did not proceed to sell or offer for sale the other lots and parcels of land described in said mortgage and in said advertisement but stopped said sale.

The purchaser has paid by check five hundred dollars on account of the purchase money and your Assignee feels satisfied he will make full, satisfactory settlement.

All of which is respectfully submitted,

H. B. W. Mitchell
Assignee
H. B. W. Mitchell

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

I hereby certify that on this 15th day of March, 1941, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Assignee of mortgage as above set forth, and made oath that the matters and things stated in the foregoing report of sale were true as therein set forth and that the sale was fairly made.

A. Sydney Gadd Jr.
A. Sydney Gadd Jr.
Clerk of the Circuit Court
for Queen Anne's County.

Filed March 17th 1941

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 24th day of May, 1941, that the sale made and reported in the aforesaid cause of H. B. W. Mitchell, Assignee of Mortgage, vs. Max Hecker, Sr., being cause No. 3266 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 the Auditor.

Thos. J. Keating

Filed June 4th 1941.

.....

N I S I
Filed March 17th 1941

N I S I

H. B. W. Mitchell, Assignee, : In the Circuit Court for
 :
 vs : Queen Anne's County
 :
 Max Hecker , Sr., Mortgagee. : In Equity
 : Chancery No. 3266

ORDERED, This 17th day of March A. D. 1941, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of April next.

The Report states the amount of sales to be \$1425.00

A. Sydney Gadd Jr. Clerk

Filed March 17th 1941

STATEMENT OF MORTGAGE DEBT
 Filed May 23rd, 1941

H. B. W. Mitchell, Assignee : In the Circuit Court for
 :
 vs : Queen Anne's County, in Equity
 :
 Max Hecker, Mortgagee. : No. 3266.

STATEMENT OF MORTGAGE DEBT

Amount of principal mortgage debt secured by mortgage from Max Hecker, Sr., to S. Earle Long dated the 14th day of January, 1932, and recorded in Liber B. H. T. No. 14, a land Record Book for Queen Anne's County, folio 72, and by said S. Earle Long assigned unto The Queenstown Bank of Maryland, a body corporate, and by said The Queenstown Bank of Maryland, a body corporate, assigned and transferred unto H. B. W. Mitchell for the purpose of foreclosure and collection,-----\$500.00

Interest from May 7th., 1940, to March 15th., 1941,	25.67
	<u>525.67</u>
Attorney's Commissions for collection @ 5% -----	26.28
	<u>551.95</u>
Premium paid on fire insurance policy by assignee of mortgage	11.50
	<u>563.45</u>

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

I hereby certify that on this 21st day of May in the year nineteen hundred and forty one, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas Marsalis- President. of the Queenstown Bank of Maryland, a body corporate, and made oath that the matters and things stated in the within and foregoing statement of mortgage debt were true and bona fide as therein set forth.

Notary Public
 Seal.

Washington I. Tuttle
 Notary Public
 Com.Exp. May 1- 1943.

CERTIFICATE OF ADVERTISEMENT OF SALE
 OF PROPERTY
 Filed May 23rd, 1941

PUBLIC SALE OF RESIDENTIAL AND STORE PROPERTY
 AND UNIMPROVED LOT OF LAND IN GRASONVILLE, MARYLAND, UNDER MORTGAGE

Under and by virtue of the power of sale contained in the mortgage from Max Hecker, Sr., to S. Earle Long dated the 14th day of January, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 72, and by mesne assignments duly assigned to the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, the undersigned Assignee will sell by public auction in front of the store house, formerly known as " The Ford's Store Property" in Grasonville, Maryland, on SATURDAY, MARCH 15, 1941, beginning at 2:00 o'clock P. M. the following real estate, to wit:

FIRST: all that lot or parcel of land situated in Grasonville, Maryland, in the Fifth Election District of Queen Anne's County, on the North or right hand side of the public road leading through Grasonville to Kent Island, improved by store house and dwelling house combined, contained 8 acres of land more or less, and generally known as " The Ford's Store Property ".

SECOND, all that unimproved lots of land, in Grasonville, in said District, on the left hand side of the public road leading through Grasonville, to Kent Island, adjoining the land of Mary A. Lettau, the land of Joseph W. Collier and wife, and the land of others, containing 3 1/2 acres of land, more or less, less two lots of land conveyed by William T. Pratt and Nora H. Pratt, his wife, one to Joseph W. Collier and Annie L. Collier, his wife, and the other to Mary A. Lettau, This lot of land is the land secondly described in the deed to Max E. Hecker and Hulda Hecker, his wife from Nora H. Pratt, dated January 3, 1929, and recorded in liber B. H. T. No.9, a land record book for Queen Anne's County folio 276.

THIRD, all that lot of land situated in Grasonville in aforesaid District on the North or right hand side of the aforesaid public road, adjoining the land herein first above mentioned and the land of others, and containing 1 1/2 acres of land, more or less.

All of the above described property is the same as that described in the deed

from Nora H. Pratt to Max E. Hecker and Hulda Hecker, his wife, dated the 3rd day of January, 1929, and recorded in liber B. H. T. No. 9, a land record book for Queen Anne's County, folios 276 and 277.

TERMS OF SALE: One-half of the purchase money to be paid in cash at the time of the sale and the balance in six months from day of sale and to be secured by note with surety to be approved by the undersigned or all cash at the option of the purchaser, All deferred payments to bear interest from day of sale. Title papers and revenue stamps to be at the expense of the purchaser.

H. B. W. Mitchell
Assignee

QUEEN ANNE'S RECORD - OBSERVER
Centreville, Md. May 21, 1941

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certified that the Public sale in the case of Max Hecker Sr. - S. Earle Long (H. B. W. Mitchell, Assignee) 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 February 1941, being more than 21 days before the 15th day of March, 1941.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO

By Cleo C. Green

.....
CERTIFICATE OF ADVERTISEMENT
OF ORDER OS NISI
Filed May 23rd 1941

H. B. W. Mitchell, Assignee
vs
Max Hecker, Sr. Mortgagee

N I S I
: In the Circuit Court for
:
: Queen Anne's County, in Equity
:
: chancery No. 3266

ORDERED, This 17th day of March, A. D. 1941, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of April next.

The Report states the amount of sales to be \$1425.00.

@. SYDNEY GADD JR. Clerk

True copy
Test: A. SYDNEY GADD JR. Clerk

Filed March 17th 1941

QUEEN ANNE'S RECORD - OBSERVER
Centreville, Md. May 19, 1941

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO, hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, Assignee vs Max Hecker, Sr., Mortgagee 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 March 1941, being more than four weeks before the 21st day of May 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
By Evelyn S. Butler

.....
AFFIDAVIT PRESCRIBED BY
"SOLDIERS' AND SAILORS'
CIVIL RELIEF ACT OF 1940.
Filed June 4th 1941.

H. B. W. Mitchell, Assignee
vs
Max Hecker, Sr. Mortgagor

: In the Circuit Court for Queen Anne's
:
: County, in Equity
:
: NO. 3266

Status of devisees and heirs at law of Max Hecker, Sr., deceased, who owned the equity of redemption in the property sold in the above proceedings under power of sale contained in mortgage:

Following are the children of Max Hecker, Sr., the only heirs at law or devisees of said Max Hecker, Sr., and their approximate age, and dependents:

Charles, 45, his wife, Eva, 40; Marie Weber, a daughter, 43, Mathew Weber, her husband, 45; George, 38, and his wife, Nellie, 38, Max Hecker, Jr., 32 and his wife is 30.

Charles has one child, a son; Marie Weber has two children, a boy and a girl, both of whom are married; George has one child; Max Hecker, Jr., has three children, two girls and a boy.

None of the said heirs or devisees of the said Max Hecker, Sr.,

deceased, is in the Military Service of in the Military Service of the United States.

The above information was gotten from Max Hecker, Jr., above mentioned.

H. B. W. Mitchell

I hereby certify that on this 4th day of June, 1941, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell and made oath that the matters and things stated in the foregoing statement were true as therein set forth, to the best of his knowledge and belief.

A. Sydney Gadd Jr.
Clerk of the Circuit Court for
Queen Anne's County.

Filed June 4th 1940/

ORDER OF COURT
Filed June 4th 1941

ORDER OF COURT
Recorded on Folio 340 at the foot of The Report of Sale.

A U D I T
Filed June 23rd 1941.

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

H. B. W. Mitchell, Assignee :
versus : CAUSE NO. 3266
Max Hecker, senior, Mortgagor :

To the Honorable, the Judges of said Court:

The Report of Madison Brown, your auditor unto Your Honors respectfully setsforth:

That the mortgage mentioned in this Cause was given by said defendant to S. Earle Long and he assigned the same to the Queenstown Bank, a corporation and this corporation assigned the mortgage unto said H. B. W. Mitchell for the purpose of collection and fore-closure and this Assignee made the sale setforth in these proceedings for the collection of the mortgage debt and the sale made and reported by him produced more money that is necessary to pay all costs and commissions incident to the sale and the mortgage claim of said Bank as of the day of sale.

That in the within account stated by the auditor he has charged Mr. Mitchell, the Vendor with the amount of the gross sale made by him per his report and then thereout has allowed as follows:

Unto said Vendor his commissions for making the sale per terms of the mortgage, the Court costs of this cause, the costs of advertising the sale and the several orders Nisi of the Cause, the charges of the auctioneer for crying the sale, the cost of the bond filed by the Vendor, certain taxes due by the Mortgagor in arrears and un-paid at the time of the sale, all per the vouchers exhibited by the Vendor and then the fee of the Auditor.

Unto the Queenstown Bank mentioned above the amount of its claim due under said mortgage on the day of the sale, per the mortgage claim filed by the Bank, in full.

Unto the Vendor, the balance of the sale made by him remaining after the above mentioned allowances, being the surplus mortgage sale the same to remain in his hands subject to the future order of this Court.

Which is respectfully submitted,

Madison Brown
Auditor

June 23, 1941.

Filed June 23rd, 1941.

CAUSE NO: 3266

The proceeds of the sale of the Mortgaged Real Estate of Max Hecker, senior, the party who made the mortgage under which the sale of this cause was made, in account with H. B. W. Mitchell, Assignee of said mortgage and to whom said mortgage was assigned for purpose of fore-closure and collection, Vendor making the sale of this cause.

CR.

1941
Mar. 15 By amount of the gross sale mentioned above per the report of sale filed in this cause by said Vendor, to wit: the sum of\$1,425.00

DR.

1941
Mar. 15 To H. B. W. Mitchell, the persons making the sale mentioned for his commissions for so doing per terms of the mortgage, to wit: sum of\$93.00
To do., for the Court costs of this cause per the statement of the clerk exhibited, to wit:
appearance fee of H. B. W. Mitchell, \$10.00
costs of clerk of the Court, 18.75
Total, sum of..... 28.75 \$28.75

To do., for the charge of James F. Boyles for services as auctioneer making the sale per account for same exhibited, to wit:\$12.00

To do., for amount of State & County taxes due by the Mortgageor on mortgaged property in arrears at time of sale for year 1939 paid by the vendor per the receipted tax statement exhibited, to wit: the sum of\$36.26

To do., for amount of State & County taxes due by Mortgageor on mortgaged property in arrears at time of sale for year 1940, paid by the Vendor, per receipted tax statement exhibited, to wit: the sum of \$30.17

To do., for the costs of his bond filed herein with corporate surety thereon paid by the Vendor, per receipted account for same exhibited, to wit: the sum of\$10.00

To do., for the costs of advertising notices of the sale in County newspaper, per receipted account for same exhibited, to wit: sum of 39.60

To do., for the cost of advertising the order nisi passed on Report of Sale, per account for same with receipt thereon exhibited, to wit: the sum of \$4.75

Amount carried to next page.....254.53
\$1425.00

CAUSE NO. 3266

Amounts brought forward from preceding page.....	DR. \$254.53	CR. \$1,425.00
--	--------------	----------------

To H. B. W. Mitchell, the person making the sale for the costs of advertising the order nisi to be passed as to this audit, to wit: sum of.....\$3.50

To Madison Brown, Auditor for stating this account, the sum of\$9.00
\$267.03

To the Queenstown Bank of Maryland, a corporation, Assignee of said mortgage and the assignor who assigned said mortgage to the Vendor of this cause for purpose of fore-closure and collection, in full payment of its mortgage claim as of the day of sale, the sum of\$563.45
\$830.48

To H. B. W. Mitchell, the Vendor, to remain in his hands in trust subject to and until the future order of the Court, this balance being the net mortgage sale of this cause, to wit: the usm of \$594.52
1,425.00 1,425.00

June 23, 1941

Madison Brown
Auditor

Filed June 23rd, 1941

CLERK'S CERTIFICATE

H. B. W. Mitchell, Assignee	:	In the Circuit Court
	:	
vs	:	for Queen Anne's County, in Equity
	:	
Max Hecker, Sr., Mortgageor	:	Chy. 3266

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 23rd day of June 1942, have been paid in accordance with the requirements of Section 26 of Articles 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 _____ day of _____ 19____.

Seals
Place.

A. Sydney Gadd Jr. Clerk

.....
 NISI RATIFICATION OF AUDIT
 Filed June 23rd 1941

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee,	:	In the Circuit Court for
	:	
vs	:	Queen Anne's County, in Equity
	:	
Max Hecker, Senior, Mortgageor	:	Case No. 3266 Chy

ORDERED, This 23rd day of June in the year nineteen hundred and forty one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of July, 1941, provided a copy of this order be published once a week in each of two successive weeks before the 12th day of July 1941, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk

Filed June 23rd, 1941

.....
PETITION TO APPOINT TRUSTEE TO
AWARD CERTAIN FUNDS AND TO HOLD
OTHER FUNDS UNTIL FUTURE ORDER
OF COURT.
Filed Feb. 6th 1942.

H. B. W. Mitchell, Assignee : In the Circuit Court
vs :
Max Hecker, Mortgagor. : for Queen Anne's County, in Equity
: No. 3266

To the Honorable, the Judges of said Court:

The Petition of the Queenstown Bank of Maryland, a body corporate, by its attorney, William McK. Gibson, respectfully sets forth:

1. That the mortgage mentioned in this Cause was given by said defendant to S. Earle Long, and he assigned the same to the Queenstown Bank of Maryland, a body corporate, and this corporation assigned the said mortgage unto H. B. W. Mitchell for the purpose of collection and foreclosure, and this assignee made the sale set forth in these proceedings for the collection of the mortgage debt, and the sale made and reported by him produced more money than is necessary to pay all costs and commissions incident to the sale and the mortgage claim of said Bank as of the day of sale.

2. That on June 23, 1941, an Audit was stated in this Cause by Madison Brown, Auditor; that on the same day a nisi ratification of said Audit was passed; and that shortly thereafter the said H. B. W. Mitchell died.

3. That on the date of H. B. W. Mitchell's death there remained on deposit in the Queenstown Bank of Maryland the sum of \$1,298.57, the balance of the proceeds of said sale; and that \$563.45 of said balance is directed by said Audit to be paid to the Queenstown Bank of Maryland in full payment of its mortgage claim.

Your Petitioner, therefore, prays this Honorable Court to pass an order appointing William McK. Gibson in H. B. W. Mitchell's place to award such part of said fund as directed by by said Audit, and to hold in his hands in trust subject to and until future order of this Court, the balance.

As in duty bound, etc.

William McK. Gibson
Attorney for the Queenstown
Bank of Maryland.

Filed Feb. 6th 1942.

.....
NISI RATIFICATION OF AUDIT
Filed Feb. 20th 1942

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee : In The Circuit Court for Queen
vs :
Max Hecker, Senior, Mortgagor : Anne's County
: In Equity , Case No. 3266 Chy.

ORDERED, This 23rd day of June in the year nineteen hundred and forty one that the Report and Account filed in the proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of July, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of July, 1941, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk
True Copy
Test: A. SYDNEY GADD JR. Clerk

Filed June 23rd. 1941.

THE QUEENSTOWN NEWS M. W. AKER : OWNERS
GEO. J. STEINFELT :

I, Michael W. Aker, do hereby certify that I am the Publisher of a weekly newspaper published on Firday of each week in Queenstown, Queen Anne's County, Maryland, And I do further certify that the annexed Nisi Ratification of Audit H. B. W. Mitchell vs Max Hecker, Mortgage in the Circuit Court for Queen Anne's County, in Equity, Case No. , a true copy of which is hereunto annexed was published once a week in each of two successive weeks before the 12th day of July, 1941, in said newspaper called as aforesaid, The Queenstown News.
1st issue June 26th 1941.
First issue June 26:
2nd issue July 5
2nd issue July 4 1941.

Michael W. Aker
Michael W. Aker Publisher

Filed Feb. 20th 1942.

.....
DECREE OF COURT APPOINTING SPECIAL
TRUSTEE AND RATIFYING AUDIT
Filed Feb 23rd 1942.

H. B. W. Mitchell, Assignee : In the Circuit Court for
vs :
Max Hecker, Sr., Mortgagor : Queen Anne's County in Equity
: No. 3266/

DECREE

It appearing that the Auditor of this Court on the 23rd day of June, 1941 filed his Report and Account in this proceeding, and said Audit now stands ready for ratification, no cause to the contrary thereof having been shown, although due notice appears to have been given by the previous order of this Court, and it further appearing that since the filing of said Audit the said H. B. W. Mitchell, Assignee, has departed this life, thereby making it necessary for the Court to appoint a special trustee to act in the place and stead of the late Assignee in distributing the balance of the proceeds of sale to the parties entitled, according to their respective interests therein, it is therefore, this 21st day of February, 1942, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ORDERED that William McK. Gibson be and he hereby is appointed trustee in the place and stead of H. B. W. Mitchell, Assignee, late of Queen Anne's County, deceased, with power and authority to take charge of the said proceeds of sale now on deposit in the Queenstown Bank of Maryland, and to be disbursed by him in accordance with the directions, of this Court, provided, however, that before the said trustee shall act in said matter, 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 the Clerk of this Court in the penalty of Twelve Hundred and Fifty Dollars, (\$1,250.00), conditioned for the faithful performance of the trust reposed in him by this order, or to be reposed in him by any further decree or order in the premises;

And it is further ORDERED that the Report of the Auditor; filed in this cause be and is hereby ratified, and the trustee is directed to disburse in accordance therewith, with a due proportion of interest, as the same has been or may be received; save and except the sum of \$594.52, being the balance of the proceeds of sale, which the said trustee shall hold in trust, subject to the future order of this Court.

J. Owen Knotts
Judge.

Filed Feb. 23rd, 1942.

.....
CERTIFIED COPY OF BOND
Filed Feb. 23rd, 1942.

Queen Anne's County, to wit: Be it remembered that on twenty third day of February nineteen hundred and forty two, 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 McK. Gibson, of Queen Anne's 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 on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve hundred and fifty Dollars (\$1,250.00), 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 23rd day of February, 1942.

WHEREAS, the above bounden William McK. Gibson has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 21st day of February, 1942, trustee to act in the place and stead of H. B. W. Mitchell, Assignee, deceased, in the cause in said Court entitled " H. B. W. Mitchell, Assignee vs. Max Hecker, Sr., Mortgagor", being Cause No. 3266 on the Chancery Docket of said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William McK. Gibson 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 order or decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered : William McK. Gibson (SEAL)
in the presence of: : (William McK. Gibson)
: :
Delha Dancy Rolph : UNITED STATES FIDELITY AND GUARANTY COMPANY
: :
ATTEST: : By. William McK. Gibson
Delha Dancy Rolph : (William McK. Gibson)
Its Attorney-in-Fact.

Filed Feb. 23rd 1942.

Corp.
Seal.

And on the back of the foregoing bond was thus endorsed, to wit:
Filed Feb. 23rd, 1942 and Security approved.

A. Sydney Gadd Jr. Clerk

STATE OF MARYLAND
TO WIT:
QUEEN ANNE'S COUNTY

I Hereby Certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 197, A Bond Record Book for Queen Anne's Count.

In Testimony Whereof I hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 23rd day of February in the year nineteen hundred and forty two.

Corporate
Seal

A. Sydney Gadd Jr. Clerk

.....
 PETITION FOR APPLICATION OF
 PROCEEDS OF SALE TO BE APPLIED
 TO DEBTS.
 Filed June 11th 1942.

H. B. W. Mitchell, Assignee, : In the Circuit Court for
 :
 vs : Queen Anne's County in Equity
 :
 Max Hecker, Mortgagor , : Cause No. 3266.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

W. I. Tuttle, who files this petition as well for himself as for all other creditors of Max Hecker, Sr., late of Queen Anne's County, State of Maryland, deceased, who will come in and contribute to the expenses of these proceedings, petitioning says:

1. That the said Max Hecker, Sr., deceased, late of Queen Anne's County, State of Maryland, departed this life on the 20th day of April 1935, being then a resident of Queen Anne's County, and being at the time of his death indebted unto your Petitioner, W. I. Tuttle, upon the promissory note signed by the said Max E. Hecker, Sr., dated the 4th day of April in the year nineteen hundred and thirty-five, payable three months after date to W. I. Tuttle, or order, for Fifty -Two Dollars (\$52.00), at Queenstown Bank of Maryland, as will appear by reference to said original note marked W Exhibit No. 1" and filed herewith as a part of this petition; and the said Max Hecker being indebted also unto sundry other persons in various amounts.
2. That your Petitioner, W. I. Tuttle, has been paid on account of the indebtedness due upon the aforesaid promissory note from the proceeds of the personal estate of the said Max Hecker, Sr., the sum of Thirteen Dollars and Fifty-Six Cents (\$13.56 as of November 21st 1939, as the amount of dividend applicable to said note from the personal estate of the said Max Hecker, Sr., deceased, leaving a balance now due unto your petitioner upon the aforesaid promissory note of Fifty-One Dollars and Seventy Four Cents (\$51.74), with interest from November 21st, 1939 together costs and attorney's commissions.
3. That the said Max Hecker, Sr., was at the time of his death aforesaid seised and possessed of certain real estate, among others, located in Queen Anne's County, State of Maryland, consisting of all that lot or parcel of land, lying and being in Grasonville in the Fifth Election District of Queen Anne's County in the State of Maryland, on the North side of the or right hand side of the public road running from Queenstown to Kent Island Narrows, through Grasonville and containing eight (8) Acres of Land, more or less and generally known as the " The Fords Store Property"., which said real estate is the same real estate described in and granted by the mortgage filed in the above proceedings and sold in these proceedings under the power of sale contained in said mortgage.
4. That the said Max Hecker, Sr., being so seised and possessed of the aforesaid real estate and being also possessed of certain personal property, departed this life, as aforesaid on the 30th day of April Nineteen Hundred and Thirty-Five, testate, and leaving no widow but leaving the following children surviving him as the next of kin; Charles Hecker, a son, Marie Weber, a daughter, George Hecker, a son, and Max E. Hecker, Jr., a son, and leaving a last will and testament, executed according to law and duly admitted to probate by the Orphans' Court of Queen Anne's County, all of which will appear by the certified copy of said will and probate thereof marked " Exhibit No. 2" and filed herewith as a part of this petition.
5. That J. H. C. Legg, who is named Executor of said last will and testament, departed this life, March 10th, Nineteen Hundred and Thirty Seven, before ever qualifying as such executor and that Max E. Hecker, Jr., was appointed, Administrator pendente lite, of the estate of Max Hecker, Sr., as will appear by the certificate of the Register of Wills of Queen Anne's County marked " Exhibit No. 3" and filed herewith as a part of this petition and that the said Max E. Hecker, Jr., did file and pass in said Orphans' Court a final administration account in which there was awarded unto the unsecured creditors of the said Max Hecker, Sr., deceased, upon their respective claims, a dividend of .20763¢ per one dollar under which said dividend your Petitioner received on his account of the aforesaid note the amount of Thirteen Dollars and Fifty Six Cents (\$13.56) as will appear by reference to a certified copy of said final administration account marked " Exhibit No. 4" and filed herewith as a part of this petition.
6. That as will appear by the last will and testament of Max Hecker, Sr., the following named persons are indicated as his devisees and legatees, viz: Charles Hecker who intermarried with Eva B. Hecker, and who resides in the City of Baltimore, State of Maryland, both of who are of full age; Marie Weber who intermarried with Mathew Weber, and who reside in the City of Baltimore, State of Maryland, both of who are of full age; George Hecker who intermarried with Nellie Hecker, and who reside in the City of Baltimore, State of Maryland, both of who are of full age; Max E. Hecker, Jr. who intermarried with Mabel V. Hecker, who reside in Boothwyn, Delaware County, State of Pennsylvania, the said Max E. Hecker, Jr., having three infant children, namely, Virginia Hecker, Maxine Hecker and Max Hecker, 3rd who reside with their parents at Boothwyn, Delaware County, State of Pennsylvania. The said Max E. Hecker, Jr., and Mabel V. Hecker being of full age.
7. That the aforesaid real estate consisting of the " The Fords Store Property" in Grasonville, Queen Anne's County, State of Maryland, of which the said Max Hecker, Sr., deceased, died seised and possessed as aforesaid, was after the death of said Max Hecker, Sr., sold under foreclosure proceedings in the above entitled Cause by H. B. W. Mitchell, Assignee, to pay the mortgage debt, interest, costs and commissions due and owing under this Cause.
8. That in the summer of Nineteen Hundred and Forty One H. B. W. Mitchell, Assignee, departed this life, thereby making it necessary for the Court to appoint a special trustee to act instead of the late Assignee, in distributing the balance of the proceeds to the parties entitled according to their respective interest therein; that it was ordered by this Court on the 21st day of February, Nineteen Hundred and Forty

Two that William McK. Gibson be and he thereby was appointed trustee to act in the place instead of H. B. W. Mitchell, assignee, with power and authority to take charge of the said proceeds of sale and to be distributed by him in accordance with the directions of this Court.

9. That the proceeds of the sale realized from the sale under the foreclosure proceedings in this cause, are largely in excess of the amount necessary to make payment of the mortgage debt, interest, costs and commissions due under said mortgage and your petitioner W. I. Tuttle and the other creditors of the said Max Hecker, Sr., deceased, are entitled to have the excess proceeds of sale applied to payment and liquidation of the balance remaining due and owing by the said Max Hecker, Sr., deceased, after the application of the dividend received by them from the personal estate of the said Max Hecker, Sr., deceased.

To THE ENDE THEREFORE, That the Defendants hereinafter mentioned may answer this Petition and that the indebtedness of the said Max Hecker, Sr., deceased, or any balance of indebtedness that may remain unsatisfied, may be paid from the excess proceeds of sale remaining in the hands of William McK. Gibson, Special Trustee, in these proceedings: and that your Petitioner, may have such other and further relief as his case may require:

May it please your Honors to pass an order on this Petition and the Exhibit herewith filed, granting unto your Petitioner the writ of subpoena directed to the said George Hecker and Nellie Hecker, his wife, Charles Hecker and Eva B. Hecker, his wife, Marie Weber and Mathew Weber, her husband, all residents of the City of Baltimore, State of Maryland, commanding them and each of them to appear either in person or by solicitor, on or before a certain date to be named therein, to answer the premises and to abide by and perform such decree or order as may be passed therein.

May it please your Honors to grant unto your Petitioner the Order of Publication giving notice to the said Max E. Hecker, Jr. in his individual capacity and to Mabel V. Hecker, his wife, and to Max E. Hecker, Jr., and to Virginia Hecker, an infant, and to Maxine Hecker, an infant, and to Max E. Hecker, 3rd., and infant, all of the State of Pennsylvania as aforesaid, and who are non residents of the State of Maryland, of the object and substance of this petition warning them and each of them to appear in this Court, in person or by solicitor or guardian, 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.,

William McK. Gibson
Attorney for Petitioner.

Filed June 11, 1942.

ORDER OF COURT

THE AFOREGOING PETITION AND Exhibits having been read and considered, it is thereupon ordered this _____ day of _____, 1942, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that the Clerk of this Court be and he is hereby directed to issue the writ of subpoena and the Order of Publication as prayed in the aforesaid Petition, returnable to the _____ in _____ in the year.

.....
ORIGINAL NOTE
EXHIBIT NO. 1
Filed June 11, 1942.

\$52.00 Grasonville, Post Office April 4, 1935
Three months after date, for value received, we jointly and severally promise to pay to W. I. Tuttle or order Fifty -two-----00/100 Dollars At Queenstown Bank of Maryland with all costs and 10 per centum commissions for collecting the same, and I, we or either of us, whether maker, securities, endorsers or guarantors, hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

Max. E. Hecker
TEST X Per Louise Loscomby

No. 17961
Due July 4/35

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

On this 26th day of July 1935 before the subscriber the Register of Wills for Queen Anne's County, personally appeared W. I. Tuttle and made oath in due form of law that the annexed note, as stated is just and true, and that he has not received any part of the money or any security or satisfaction given for the same other than than that shown on the annexed note.

Norman S. Dudley
Register of Wills

By the Orphans' Court of Queen Anne's County.
July 30, 1935

The annexed note will pass when paid.
TEST: Norman S. Dudley
Register of Wills

.....
CERTIFIED COPY OF LAST WILL
AND TESTAMENT OF MAX E. HECKER
Filed June 11, 1942.
Exhibit No. 2

I, Max E. Hecker, Sr., of Grasonville, in Queen Anne's County, in the State of Maryland, do make, publish, and declare this instrument of writing to be my last will and testament, in manner following, that is to say:-

After the payment of all my just debts and funeral expenses, I give, devise, and bequeath my estate to my Four Children namely, Charlie Hecker, Marie Weber (nee Hecker) George Hecker, and Max Hecker, Jr., in the following way, that is to say,

FIRST: I give and devise my farm in St. Mary's County, in the State of Maryland, to Charle' Hecker, Marie Weber, nee Hecker, and George Hecker, equally, share and share alike, each to have one third of the same, but it is my wish, that the said three children, agree upon a price for the said farm, within six months from my death, and that Charlie will pay the other two children off, and keep the farm, but if Charlie does not want the farm, then either of the other two make take it and pay off the other two who do not want it: and if this can not be done, within six months from my death, then I direct my Executor hereinafter named, to sell the said farm at Public Sale, and after deducting the costs of the sale, and the Executors, Commissions, to divide the net proceeds of sale from said Farm, equally between my three children, Charlie Hecker, Marie Weber, Nee Hecker, and George Hecker.

(2) I give and devise to my son Max Hecker, Jr., for and during the term of his natural life and no longer, and at his death to his Children living at the time of his death, my home property in Grasonville, wherein I am now living, and adjoining Mrs. Margaret Lawrence, with this provision, that if he finds that he would rather have the income from this property, or he had rather have it sold, then he can file his written request that he wants it sold, and in that event, my executors hereinafter named, shall forthwith sell the same at Public Auction, and after deducting the expenses including the Executors Commissions, then to invest the net proceeds of the same, and pay the income to the said Max E. Hecker, Jr., for and during the term of his natural life, and at his death to pay the principal to the children of the said Max Hecker, Jr. living at the time of his death.

(3) I give and devise to my son Max Hecker, Jr., all of the rest and residue of my real estate in Queen Anne's County, Maryland, in fee simple to do with as he pleases.

(4) I give and bequeath to my son Max Hecker, Jr., all of my personal property of every kind and description, and wheresoever located, or may be found, in fee simple, to do with as he pleases.

(5) I constitute and appoint my friend J. H. C. Legg, Esq., of Centreville, Maryland, to be the Executor of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made, and declaring this to be my only true and genuine last will and testament.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this 22nd day of August, in the year nineteen hundred and thirty one.

Max E. Hecker, Sr. (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.

Joseph W. A. Evans

Benj. F. Miller

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

On the 7th day of May, A. D., 1935, came J. H. C. Legg, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Max E. Hecker, Sr., late of Queen Anne's County, deceased and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the hand of Max E. Hecker, Sr., on or about 22nd day of August, A. D. 1931.

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 7th day of May, 1935, came Joseph W. A. Evans of Grasonville, Queen Anne's County, Maryland, subscribing witness to the foregoing last will and Testament of Max E. Hecker, Sr., late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him publish, pronounce and declare the same to be his last will and Testament, and at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with Benjamin F. Miller, subscribed his name as witness to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test:

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

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

On the 18th day of May, 1935, came Benjamin F. Miller, of Grasonville, Queen Anne's County, Maryland, subscribing witness to the foregoing last will and Testament of Max E. Hecker, Senior, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time

CAUSE NO. 2037.

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

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

In the Matter of the Trust Estate created by)
the Will of James H. Dodd in favor of Annie C. Bryan.) Cause No. 2037.

THIS ASSIGNMENT, made this fourteenth day of September in the year nineteen hundred and thirty one between Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, of Queen Anne's County, State of Maryland, hereinafter called "assignors" parties of the first part and Madison Brown, of the same place, trustee of a trust estate in course of administration in said Court entitled "Annie C. Bryan versus Elizabeth Armstrong" and numbered 1643 of the Chancery Docket of said Court, hereinafter called "trustee of Cause 1643", party of the second part.

WHEREAS, James H. Dodd, late of said county, deceased, by his last will and testament, a copy of which is on file in the proceedings of said cause 2037, did bequeath as follows:

"I give and bequeath unto my half-sister, Annie C. Bryan...the interest on two thousand dollars during her life, the principal to be held in trust and to be paid to her children at her death".

WHEREAS the sum representing the proceeds of said legacy is now the principal trust fund of said cause 2037, and the said Annie C. Bryan is now living and the said assignors are her only living children.

WHEREAS the said trustee of cause 1643 has loaned to said assignors of the trust funds of cause 1643 the sum of six hundred and twenty five dollars for which the assignors have drawn and passed unto said trustee of cause 1643, their promissory note for the sum of six hundred and twenty five dollars dated September 14, 1931, and payable to the order of the trustee of cause 1643 twelve months after date with interest from date.

WHEREAS said loan was made to said assignors on the express precedent that they would execute and deliver unto said trustee this assignment as security for the payment of the sum so loaned and/or said note.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: That the said assignors, in consideration of the premises and of the sum of one dollar do hereby severally assign and transfer unto said trustee of cause 1643 all their several interests and estates which the said assignors now have by way of vested remainders in the principal trust fund of the above entitled cause numbered 2037 arising out of the legacy so bequeathed by the said James H. Dodd and now in course of administration in said cause 2037 and/or those estates, interests and remainders in said trust fund of said cause 2037 which if not now vested in said assignors, will become vested and/or pass unto them as the children of Annie C. Bryan upon her death.

AND the said assignors, for themselves and each of them, their and each of their executors and administrators, do jointly and severally covenant with said trustee of cause 1643, his executors, administrators, successors and assigns, to pay the sum so loaned and the interest to accrue thereon, to execute such further assurances of the estates and interests of the trust fund of said cause 2037 hereby assigned as may be requisite and to execute and deliver unto him and/or them such other assignments as may be requisite to secure unto the said trustee of said cause 1643 and/or his executors, administrators and assigns, any interest in said legacy to which the assignors may become entitled at the death of Annie C. Bryan.

IN TESTIMONY WHEREOF A the parties of the first part have hereunto subscribed their names and affixed their seals the day and year first hereinabove written.

Attest:
JOHN PALMER SMITH

JULIAN C. BRYAN (SEAL)

Attest:
JOHN PALMER SMITH

SARAH E. THOMAS (SEAL)

Attest:
JOHN PALMER SMITH

ADLAI S. BRYAN (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eleventh day of March, in the year nineteen hundred and thirty two, the following Assignment was brought to be recorded, to wit:

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

In the matter of the trust estate created by the will (Cause 2037.
of James H. Dodd in favor of Annie C. Bryan.)

THIS ASSIGNMENT made this ninth day of March in the year nineteen hundred and thirty two between Julian C. Bryan, Sarah E. Thomas, and Adlai S. Bryan, of Queen Anne's County in the State of Maryland, hereinafter called assignors, parties of the first part and Madison Brown, of the same place, trustee of the above entitled Cause 2037 hereinafter called trustee, party of the second part.

WHEREAS James H. Dodd by his last will and testament, a copy of which is on file, in the proceedings of said Cause 2037 did bequeath as follows: "I give and bequeath unto my half sister, Annie C. Bryan...the interest on two thousand dollars during her life, the principal to be held in trust and to be paid to her children at her death."

WHEREAS the sum representing the proceeds of said legacy is now the principal trust fund of said Cause 2037 and the said Annie C. Bryan is now living and the said assignors are her only living children.

WHEREAS the said trustee of Cause 2037 has loaned to said assignors of the trust fund of Cause 2037 the sum of one hundred and seventy four dollars and sixty one cents for which the assignors have drawn and passed unto said trustee of Cause 2037 their promissory note for the sum of one hundred and seventy four dollars and sixty one cents, dated March 9, 1932 and payable to the order of the trustee of Cause 2037, twelve months after date with interest from date.

WHEREAS said loan was made to said assignors on the expressed condition precedent that they would execute and deliver to said trustee this assignment as security for the payment of the sum so loaned and/or said note, which has been signed by the said Annie C. Bryan as co-maker.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: That the said assignors, in consideration of the premises and the sum of one dollar, do hereby severally assign and transfer unto said trustee of Cause 2037 his executors, administrators, assigns, successors and/or successor of said trustee all their several interests and estates which the said assignors now have by way of vested remainder in the principal trust fund of the above entitled Cause 2037 arising out of the legacy so bequeathed by the said James H. Dodd and now in course of administration in said Cause 2037 and/or those estates, interests and remainders in said trust fund in said Cause 2037 which if not now vested in said assignors will become vested in and/or passed unto them as the children of the said Annie C. Bryan upon her death.

AND the said assignors, for themselves and each of them, their and each of their heirs, executors, and administrators, do jointly and severally covenant with the said trustee of Cause 2037, his executors, administrators, assigns, and/or successors and/or successor of said trustee to pay the sum so loaned and the interest to accrue thereon, to execute and deliver unto him and/or them such further assurances of the estates and interests of the trust fund of Cause 2037 hereby assigned as may be requisite and to execute and deliver unto him and/or them such other assignments as may be requisite to secure unto the said trustee of said Cause 2037 and/or unto his executors, administrators, successors and assigns any interest or estate in said legacy to which the assignors may become entitled at the death of the said Annie C. Bryan.

IN TESTIMONY WHEREOF the parties of the first part have hereunto subscribed their names and affixed their seals the day and year first hereinabove written.

JULIAN C. BRYAN (SEAL)

Test: As to them all.

SARAH E. THOMAS (SEAL)

FRANCES BUTLER

ADLAI S. BRYAN (SEAL)

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

In the Circuit Court for Queen Anne's County, In Equity. Cause 2037.

In the matter of the trust estate created by the will of James H. Dodd in favor of Annie C. Bryan.

THIS ASSIGNMENT made this ninth day of March in the year nineteen hundred and thirty two between Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, of Queen Anne's County, State of Maryland, hereinafter called assignors, parties of the first part and Madison Brown, of the same place, trustee of the trust estate in course of administration in said court entitled Annie C. Bryan versus Elizabeth Armstrong and numbered 1643 of the Chancery Docket of said court, hereinafter called "Trustee of Cause 1643", party of the second part.

WHEREAS James H. Dodd, deceased, by his last will and testament, a copy of which is on file in the proceedings of said Cause 2037, did bequeath as follows:

"I give and bequeath unto my half-sister, Annie C. Bryan, the interest on two thousand dollars during her life, the principal to be held in trust and to be paid to her children at her death."

WHEREAS the sum representing the proceeds of said legacy is now the principal trust fund of said Cause 2037 and the said Annie C. Bryan is now living and the said assignors are her only living children.

WHEREAS the said trustee of Cause 1643 has loaned to said assignors of the trust funds of Cause 1643 the sum of two hundred dollars and thirty nine cents for which the assignors have drawn and passed to the said trustee of said Cause 1643 their promissory note for the sum of two hundred dollars and thirty nine cents, dated March 9, 1932 and payable to the order of trustee of Cause 1643, twelve months after date with interest from date at his office in the town of Centreville in said County, which note the said Annie C. Bryan also signed as maker.

WHEREAS the said loan was made to the said assignors on the expressed condition precedent that they should execute and deliver unto the said trustee this assignment as security for the payment of the sum so loaned and/or said note.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: That the said assignors, in consideration of the premises and for the sum of one dollar, do hereby severally assign and transfer unto said trustee of Cause 1643, his executors, administrators, successors and assigns all their several interests and estates which the said assignors now have by way of vested remainders in the principal trust fund of the above entitled Cause 2037 arising out of the legacy so bequeath by the said James H. Dodd and now in course of administration in said Cause 2037 and/or those estates, interests, and remainders in said trust fund of said Cause 2037 which if not now vested in said assignors will become vested in and/or passed unto them as the children of Annie C. Bryan at the time of her death.

AND the said assignors, for themselves and each of them, their and each of their heirs, executors and administrators, do hereby jointly and severally covenant with said trustee of Cause 1643 his executors, administrators, assigns, successor and/or successors of said trustee to pay the sum so loaned and the interest to accrue thereon to execute and deliver to him and/or them such further assurances of the estates and interests of the trust Cause 2037 hereby assigned as may be requisite, and to execute and deliver unto him or them such other assignments as may be requisite to secure unto the said trustee of said Cause 1643 and/or his executors, administrators, successors and assigns any interest in said legacy to which the assignors may become entitled upon the death of the said Annie C. Bryan.

IN TESTIMONY WHEREOF the parties of the first part have hereunto subscribed their names and affixed their seals the day and year first hereinabove written.

	JULIAN C. BRYAN	(SEAL)
Test: As to them all.	SARAH E. THOMAS	(SEAL)
FRANCES BUTLER	ADLAI S. BRYAN	(SEAL)

QUEEN ANNE'S COUNTY, TO WIT: BE it remembered that on the Second day of April, in the year nineteen hundred and forty one, the following Assignment was filed for record, to wit:-

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

In the Matter of the Trust created by the Will of James H. Dodd, deceased, in favor of Annie C. Bryan.	() ()	Cause No. 2037
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Annie C. Bryan, vs. Elizabeth Armstrong, trustee.	() (Cause No. 1643.
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The undersigned, who are the children of Annie C. Bryan, the life tenant of the above entitled causes, either have at the present time several rights and interests in the estates and/or corpora of the above entitled causes or at the death of their mother, if they survive her, will have several rights and interests in the said estates and corpora under the terms of the Wills mentioned in said causes.

For value received we, the undersigned, do hereby assign, transfer and set over unto Madison Brown, the trustee of the above entitled causes and unto his personal representatives and assigns our several and respective present rights and interests in and to those estates and corpora of the above entitled causes and in, to and of those rights and interests of said estates and/or corpora to which we will become severally entitled (if not now entitled) at the death of our mother leaving us surviving.

We do hereby severally covenant with the said Madison Brown to execute such further and other assurances of those estates and/or contingent hereby assigned as may be sufficient to vest in him estates and interests intended to be assigned hereby.

This Assignment is made to secure unto the said Madison Brown fifty (\$50.00) dollars which he has paid at our request out of the corpus of the trust estates unto Sarah E. Thomas for the benefit of our mother and to secure him for another sum of fifty (\$50.00) which he is to pay her hereafter when so requested by the written order of all three of the undersigned.

IN TESTIMONY WHEREOF we have hereunto set our hands and seals unto This Assignment and to another one of like tenor and effect, a duplicate of this Assignment, so that the said Madison Brown may have an Assignment he can file in either of the above entitled causes.

WITNESS: JULIAN C. BRYAN (SEAL)

LILLIAN BRYAN SARAH E. THOMAS (SEAL)

WITNESS: ADLAI S. BRYAN (SEAL)

ARTHUR THOMAS

WITNESS:

LILLIAN BRYAN

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

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

In the Matter of the Trust Estate (Cause No. 2037
created by the Will of James H.)
Dodd in favor of Annie C. Bryan. ()

THIS ASSIGNMENT made this 27th day of October in the year nineteen hundred and thirty eight between Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, children of Annie C. Bryan, life tenant of the trust estate of the above cause created under the will of James H. Dodd filed in said cause, parties of the first part and Madison Brown, of Queen Anne's County, State of Maryland, party of the second part.

WHEREAS the said Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan each have at the present time a vested remainder in the trust estate of said cause or each, if he or she shall survive their mother, will take on the death of their mother an interest or estate in the trust estate of said cause under the terms of said will, that is to say, each may have an estate to arise in the future if he or she shall survive their mother under said will.

WHEREAS the said Madison Brown, who is the trustee of the cause, has heretofore advanced to the said children and to their mother certain money out of the principal trust funds of said cause at their request and have received assignments from said children heretofore made to secure him for the money so advanced.

WHEREAS the said Madison Brown has requested each child named to execute this present assignment for the purpose of confirming the assignments heretofore made and for the purpose of further securing him for the money so advanced and each child is willing to comply with this request.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: that the said Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, for and in consideration of the premises and for divers other good and valuable considerations them thereunto moving as well as for the sum of one dollar, the receipts of which are hereby acknowledged, do hereby severally assign, transfer and set over unto the said Madison Brown, his executors, administrators and assigns his and her interest and estate which each may now have at the present time in said cause and/or that interest and estate in the trust funds of said cause which he or she may become entitled in case he or she shall survive their mother under the will of said cause, it being the intent of each child to assign and transfer that estate in the principal of the trust funds of said cause which is given unto the children of Annie C. Bryan under the terms of the will.

TO HAVE AND TO HOLD the interests and estates hereby assigned unto the said Madison Brown, his executors, administrators and assigns as additional security for the money he has heretofore advanced unto them and the said Julian C. Bryan, Sarah E. Thomas and Adlai S. Brywn do hereby severally and respectively ratify, confirm and approve each assignment of their respective interest in the funds of said cause heretofore made by them as hereinbefore set forth.

IN TESTIMONY WHEREOF each party of the first part has hereunto subscribed his or her name and affixed his or her seal the day and year above written.

Test: as Julian C. Bryan
 L. O. KELLEY JULIAN C. BRYAN (SEAL)

Test: As to Sarah E. Thomas
 A. S. TURNER JR. SARAH E. THOMAS (SEAL)

Test: As to Adlai S. Bryan-
 A. S. TURNER JR. ADLAI S. BRYAN

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

I HEREBY CERTIFY that on this 28th day of October in the year nineteen hundred and thirty eight before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Julian C. Bryan, above named, and he did acknowledge the foregoing ASSIGNMENT to be his act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

L. O. KELLEY
 NOTARY PUBLIC.

Notary
 Public
 Seal.

STATE OF MARYLAND,)
 (TO WIT:
 KENT COUNTY,)

I HEREBY CERTIFY that on this 27th day of October in the year nineteen hundred and thirty eight before me, the subscriber a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Sarah E. Thomas, above named, and she did acknowledge the foregoing ASSIGNMENT to be her act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

A. SYDNEY TURNER JR.
 NOTARY PUBLIC.

Notary
 Public
 Seal.

Comm. Expr. May 1st, 1939.

STATE OF MARYLAND,)
 (TO WIT:
 KENT COUNTY,)

I HEREBY CERTIFY that on this 27th day of October in the year nineteen hundred and thirty eight before me, the subscriber a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Adlai S. Bryan, above named, and he did acknowledge the foregoing ASSIGNMENT to be his act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

A. SYDNEY TURNER JR.
 NOTARY PUBLIC.

Notary
 Public
 Seal.

Comm. Expr. May 1st, 1931.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of April, in the year nineteen hundred and forty one, the following Receipt was filed for record, to wit:

To Madison Brown, Esq., Centreville, Maryland:-

We, the undersigned children of Annie C. Bryan, state to you that our mother is in a very bad state of health and needs attention which we are not financially able to give her.

Please advance us whatever money you can out of any money you may have in hand which will become due to us out of these trust estates:

Cause No. 1643 and Cause No. 2037.

Pay this money to undersigned Julian C. Bryan.

JULIAN C. BRYAN
SARAH E. THOMAS
ADLAI S. BRYAN

RECEIVED of Madison Brown, trustee, the sum of one hundred dollars (\$100.00) under the above order.

JULIAN C. BRYAN

October 22, 1936.

\$100.00

FOR VALUE RECEIVED we, jointly and severally, promise to pay on demand to Madison Brown, trustee, the sum of one hundred dollars with interest from date and we hereby jointly and severally confess a judgment to be entered forthwith by any official having authority to enter judgment against us for the sum of one hundred dollars with interest from date and with costs of suit and with all exemptions waived.

To secure the above sum of money which represents the loan to us we hereby severally assign unto said Madison Brown, trustee, all our right, title, interest and estate in and to the money of the following described causes in the Circuit Court for Queen Anne's County, in Equity.

Name of Cause:- In the Matter of the Trust created by the Will of James H. Dodd in favor of Annie C. Bryan, Cause No. 2037.

Name of Cause:- Bryan -vs- Armstrong Cause No. 1643.

JULIAN C. BRYAN
SARAH E. THOMAS
ADLAI S. BRYAN

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of April, in the year nineteen hundred and forty one, the following Assignment was filed for record, to wit:-

THESE ASSIGNMENTS, made this fourth day of May in the year nineteen hundred and thirty nine between Julian C. Bryan, of Queen Anne's County in the State of Maryland, party of the first part, Adlai S. Bryan, of same place, party of the second part, and Madison Brown, of the same place, party of the third part.

Description of the titles of the Cause hereinafter referred to.

Annie C. Bryan) In the Circuit Court for Queen Anne's County,
vs.) in Equity.
Elizabeth Armstrong) Chancery Cause No. 1643

In the Matter of the Trust Estate) In the Circuit Court for Queen Anne's County,
created by the Will of James H. Dodd) in Equity.
in favor of Annie C. Bryan.) Chancery Cause No. 2037.

It is hereby declared and admitted that both the said Julian C. Bryan and Adlai S. Bryan are the children of Annie C. Bryan who is the person named in each cause above mentioned as the life tenant of the trust estate thereof; that the other only living child of the said Annie C. Bryan is one Sarah B. Thomas who hereto assigned unto the said Julian C. Bryan and Adlai S. Bryan both her vested and her contingent interests as a child of said Annie C. Bryan in the trust estate of each cause as created by the will therein mentioned; that Madison Brown has loaned unto the said Julian C. Bryan and Adlai S. Bryan the sum of one hundred dollars for which they have drawn and passed unto him their two several promissory notes each payable to his order with interest from date, each dated May 4th, 1939, one for the sum of fifty two dollars and fifty two cents and one for the sum of forty seven dollars and fifty two cents and each being payable on demand and that the said sum was loaned upon the condition that said sum and interest and said notes should be secured by these assignments.

NOW THEREFORE THESE ASSIGNMENTS WITNESSETH: that said Julian C. Bryan and said Adlai S. Bryan in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, do hereby severally assign and transfer unto the said Madison Brown, his personal representatives and assigns all their several and respective vested interests which they now have and all their several and respective interests which each will be entitled if living at the time of the death of the said Annie C. Bran (now living) in, to and of the trust estate of each

cause above mentioned created by the will mentioned in each cause now in course of administration in each cause and payable at the death of said Annie C. Bryan to her children as well as the interest in each trust estate heretofore assigned unto the said Julian C. Bryan and Adlai S. Bryan by the said Sarah C. Thomas.

IN WITNESS WHEREOF the said Julian C. Bryan and Adlai S. Bryan have hereunto affixed their names and seal day and year first herein above written.

Test: JULIAN C. BRYAN (SEAL)
ADLAI S. BRYAN (SEAL)
L. H. MEREDITH

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty First day of July, in the year nineteen hundred and forty one, the following Deed of Assignment was brought to be recorded, to wit:-

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

In the Matter of the Trust Estate)
under the Will of James H. Dodd) CAUSE NO. 2037.
created for Annie C. Bryan.)

THIS DEED OF ASSIGNMENT, made this 2 day of July in the year nineteen hundred and forty one between Annie C. Bryan, of Queen Anne's County in the State of Maryland, party of the first part and Julian C. Bryan, her son, party of the second part,

WITNESSETH:- That said Annie C. Bryan for and in consideration of the sum of one dollar and of divers other good and valuable considerations her therunto moving from her said son, the receipts of which are hereby acknowledged does hereby sell, grant, release, assign, transfer and set over unto the said Julian C. Bryan, his executors, administrators and assigns ALL her right, title, interest and estate, to wit: an estate for and during her life in, to and of all the principal trust estate which James H. Dodd mentioned in said cause under his last Will and Testament described therein created for the benefit of the said Annie C. Bryan for the term of her life now in course of administration in the proceedings of said Cause and in, to and of all the money, securities and all other property belonging to said Trust Estate.

IN TESTIMONY WHEREOF the said Annie C. Bryan has hereunto subscribed her name and affixed her seal the day and year first above written.

TEST: ANNIE C. BRYAN (SEAL)
CARLTON R. LEGG

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

I hereby certify that on this 2 day of July in the year nineteen hundred and forty one before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Annie C. Bryan the above named person and she did acknowledge the foregoing DEED OF ASSIGNMENT to be her act.

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

Filed July 21st, 1941. CARLTON R. LEGG Notary Public. Notary Public Seal.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty First day of July, in the year nineteen hundred and forty one, the following Release was brought to be recorded, to wit:-

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

Annie C. Bryan) In the Matter of the Trust Estate
versus) created by will of James H. Dodd for
Elizabeth Armstrong,) Annie C. Bryan.
Cause NO. 1643.) Cause NO. 2037.

THIS RELEASE, made this 2nd day of July in the year nineteen hundred and forty one between Annie C. Bryan of Queen Anne's County in the State of

CAUSE NO. 1643.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Sixteenth day of September, in the year nineteen hundred and thirty one, the following Assignment was filed for record, to wit:-

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

Annie C. Bryan)
vs.) Cause No. 1643.
Elizabeth Armstrong.)

THIS ASSIGNMENT, made this fourteenth day of September in the year nineteen hundred and thirty one between Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, of Queen Anne's County in the State of Maryland, hereinafter called "assignors", parties of the first part and Madison Brown, of the same place, trustee of the above entitled cause number 1643, hereinafter called "trustee", party of the second part.

WHEREAS one Susan Dodd, deceased by her last will and testament, a copy of which is on file in the proceedings of said cause, did bequeath a certain part of her estate as a legacy unto Lizzie Armstrong in trust for Annie C. Bryan for the life of Annie C. Bryan providing that the interest on said legacy should be paid to the said Annie C. Bryan so long as she should live and providing that upon her death the said trust should cease and the legacy so bequeathed in trust should pass to the children of said Annie C. Bryan in equal portions absolutely.

WHEREAS the proceeds of said legacy are now in course of administration in the above entitled cause through said trustee as the trustee of said trust and the said Annie C. Bryan is still living.

WHEREAS the said trustee has loaned unto the said assignors, who are the only children of said Annie C. Bryan, now living, out of the principal of the said trust estate of said cause 1643 the sum of six hundred and twenty five dollars for which the said assignors have drawn and passed unto the said trustee their promissory note for the sum of six hundred and twenty five dollars dated September 14, 1931, and payable to the order of the trustee twelve months after date with interest from date at his office in the town of Centreville in said county, the said Annie C. Bryan being also a maker of said note.

WHEREAS said loan was made to the said assignors upon the express condition precedent that these presents should be executed and deliver by the assignors unto said trustee to secure the sum so loaned and the interest to be paid thereon.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: That the said assignors, in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, do hereby severally assign and transfer unto the said trustee all the several interests and estates which the said assignors have now by way of vested remainders in the principal trust fund of said cause 1643 arising out of the legacy so bequeathed by the said Susan Dodd and now in course of administration in said cause and/or those estates, interests and remainders in said trust fund of said cause 1643 which if not now vested in said assignors will become vested in them upon her death and/or to which they will be entitled at her death, to secure said loan and note.

AND the said assignors, for themselves and each of them, their and each of their executors and administrators, do jointly and severally covenant with the said trustee, his executors, administrators, successors and assigns, to pay said sum so loaned and said note and interest to accrue thereon, to execute such further assurances of the estates and interests of the trust fund of said trust estate hereby assigned as may be requisite and to execute and deliver unto him and/or them such other assignments as may become necessary and/or deemed requisite to secure unto said trustee his executors, administrators, successors and assigns, any contingent interest and/or any estates which they may hereafter become entitled to as children of Annie C. Bryan in the legacy now forming the trust fund of the above entitled cause.

IN TESTIMONY WHEREOF the said assignors have hereunto subscribed their names and affixed their seals the day and year first hereinabove written.

Attest: JOHN PALMER SMITH JULIAN C. BRYAN (SEAL)
Attest: JOHN PALMER SMITH SARAH E. THOMAS (SEAL)
Attest: JOHN PALMER SMITH ADLAI S. BRYAN (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eleventh day of March, in the year nineteen hundred and thirty two, the following Assignment was filed for record, to wit:-

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

Annie C. Bryan, ()
vs.) Cause 1643.
Elizabeth Armstrong. ()

THIS ASSIGNMENT made this ninth day of March in the year nineteen hundred and thirty two between Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, of Queen Anne's County in the State of Maryland, hereinafter called assignors, parties of the first part and Madison Brown of the same place, trustee of the above entitled cause, hereinafter called trustee, party of the second part.

WHEREAS one Susan Dodd, deceased, by her last will and testament a copy of which is on file in the proceedings of said cause, did bequeath a certain part of her estate as a legacy unto Elizabeth or Lizze Armstrong in trust for Annie C. Bryan for her life providing that the interest on said legacy should be paid to said Annie C. Bryan so long as she should live and providing that upon her death the said trust should cease and the legacy so bequeathed in trust should pass to the children of Annie C. Bryan in equal portions.

WHEREAS the proceeds of said legacy are now in course of administration in the above entitled cause through said trustee as the trustee of said trust and the said Annie C. Bryan is still living.

WHEREAS the said trustee has loaned unto the said assignors, who are the only children of the said Annie C. Bryan now living, out of the principal of said trust estate of said Annie C. Bryan now living, out of the principal of said trust estate of said cause 1643, the sum of two hundred dollars and thirty nine cents for which the said assignors have drawn and passed unto the said trustee their promissory note for the sum of two hundred dollars and thirty nine cents dated March 9, 1932 and payable to the order of the said trustee twelve months after date with interest from date at his office in the town of Centreville in said County, the said Annie C. Bryan being also the maker of said note.

WHEREAS said loan was made to the said assignors upon the expressed condition that these presents should be executed and delivered by the assignors to said trustee to secure the sum so loaned and the interest to be paid thereon.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: That the said assignors, in consideration of the premises and the sum of one dollar, the receipt of which is hereby acknowledged do hereby severally assign and transfer unto the said trustee, his executors, administrators, successor and/or successors as trustee and his assigns all the severally interests and estates which the said assignors have now by way of vested remainders in the principal trust fund of said Cause 1643 arising out of the legacy so bequeathed by the said Susan Dodd and now in course of administration in said cause and/or those estates, interests and remainders in said trust fund of said Cause 1643 which if not now vested in said assignors will become vested in them upon her death and/or to which they will be entitled at her death, to secure said loan and note.

SUBJECT to an assignment heretofore made to secure a loan of six hundred and twenty five dollars made out of said trust fund to the said assignors and remaining unpaid.

AND the said assignors, for themselves and each of them, their and each of their heirs, executors and administrators do hereby jointly and severally covenant with the said trustee, his executors, administrators, assigns and successor and/or successors above mentioned to pay to him or them the said sum of two hundred dollars and thirty nine cents so loaned as aforesaid, the interest thereon and said note, to execute and deliver to said trustee, his executors, administrator, successors and assigns such further assurances of the estates and interests of the trust fund of said trust estate hereby assigned as may be requisite and to execute and deliver unto him, said trustee and/or his successors as trustee, and/or his executors, administrators and assigns such other assignments as may become necessary to deemed requisite by the said trustee, his executors, administrators, successors and/or assigns to secure unto him and/or them any contingent interest and/or estate or estates which the said assignors may hereafter become entitled to as children of Annie C. Bryan in the legacy now forming in the trust fund of the above entitled cause.

IN TESTIMONY WHEREOF the said assignors have hereunto subscribed their names and affixed their seals the day and year first hereinabove written.

JULIAN C. BRYAN (SEAL)

Test: As to each one of them.

SARAH E. THOMAS (SEAL)

FRANCES BUTLER

ADLAI S. BRYAN (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eleventh day of March, in the year nineteen hundred and thirty two, the following Assignment was filed for record, to wit:-

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

Annie C. Bryan,)
vs. (Cause No. 1643.
Elizabeth Armstrong.)

This ASSIGNMENT made this ninth day of March in the year nineteen hundred and thirty two between Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, of Queen Anne's County, State of Maryland, hereinafter called assignors, parties of the first part and Madison Brown, of the same place, trustee of the trust estate in course of administration in said Court entitled "In the matter of the trust estate created by the will of James H. Dodd in favor of Annie C. Bryan and numbered 2037 in the Chancery Docket of said Court, party of the second part.

WHEREAS one Susan Dodd, by her last will and testament, a copy of which is one file in the proceedings of Cause 1643, did bequeath a certain part of her estate as a legacy unto Lizzie Armstrong in trust for Annie C. Bryan for the life of Annie C. Bryan providing that the interest on said legacy should be paid to Annie C. Bryan so long as she should live and providing that upon her death the said trust estate should cease and the legacy so bequeathed in trust should pass to the children of the said Annie C. Bryan in equal proportions absolutely.

WHEREAS the proceeds of said legacy are now in course of administration of the above entitled cause through said trustee as a trustee of said trust and the said Annie C. Bryan is still living.

WHEREAS the said trustee of Cause 2037 has loaned to said assignors of the trust fund of said Cause 1643 the sum of one hundred seventy four dollars and sixty one cents for which the assignors have drawn and passed unto said trustee of said Cause 2037, their promissory note for the sum of one hundred and seventy four dollars and sixty one cents, dated March 9, 1932 and payable to the order of the trustee of Cause 2037, twelve months after date with interest from date at his office in the town of Centreville in said County, said note having been signed by the said Annie C. Bryan as one of the makers thereof.

WHEREAS said loan was made to said assignors on the expressed condition precedent that they should execute and deliver unto the said trustee this assignment as security for the payment of the sum so loaned and/or said note.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: That the said assignors, in consideration of the premises and for the sum of one dollar do hereby severally assign and transfer unto said trustee of said Cause 2037, his executors, administrators, assigns and successor and/or successors as trustee of said Cause 2037, all their several interests and estates which the said assignors now have by way of vested remainder in the principal trust fund of the above entitled Cause No. 1643 arising out of the legacy so bequeathed by said Susan Dodd and now in course of administration to said Cause 1643 and/or those estates, interests and remainders in said trust fund of said Cause 2037 which if not now vested in said assignors will become vested in and/or passed unto them as the children of Annie C. Bryan upon her death.

AND the said assignors, for themselves and each of them, their and each of their heirs, executors and administrators, do hereby jointly and severally covenant with the said trustee of Cause 2037, his executors, administrators, assigns and/or successors and/or successor as trustee to pay the sum so loaned and the interest to accrue thereon to execute and deliver unto him and/or them such further assurances of the estates and interests of the trust fund of said Cause 1643 hereby assigned as may be requisite and to execute and deliver unto him and/or them such other assignments as may be requisite to secure unto the said trustee of said Cause 2037 and/or his executors, administrators, successors and assigns any interests or estates in the legacy so given by the said Susan Dodd to which the assignors may become entitled at the death of the said Annie C. Bryan.

IN TESTIMONY WHEREOF the parties of the first part have hereunto subscribed their names and affixed their seals the day and year first hereinabove written.

Test: As to them all.

FRANCES BUTLER.

JULIAN C. BRYAN (SEAL)

SARAH E. THOMAS (SEAL)

ADLAI S. BRYAN (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of April, in the year nineteen hundred and forty one, the following Assignment was filed for record, to wit:- (Receipt)

To Madison Brown, Esq., Centreville, Maryland:-

We, the undersigned children of Annie C. Bryan, state to you that our mother is in a very bad state of health and needs attention which we are not financially able to give her.

Please advance us whatever money you can out of any money you may have in hand which will become due to us out of these trust estates:

Cause No. 1643 and Cause No. 2037.

Pay this money to undersigned Julian C. Bryan.

JULIAN C. BRYAN

SARAH E. THOMAS

ADLAI S. BRYAN

RECEIVED of Madison Brown, trustee, the sum of one hundred dollars (\$100.00) under the above order.

JULIAN C. BRYAN

October 22, 1936.

\$100.00

FOR VALUE RECEIVED we, jointly and severally, promise to pay on demand to Madison Brown, trustee, the sum of one hundred with interest from date and we hereby jointly and severally confess a judgment to be entered forthwith by any official having authority to enter judgment against us for the sum of one hundred dollars with interest from date and with costs of suit and with all exemptions waived.

To secure the above sum of money which represents the loan to us we hereby severally assign unto said Madison Brown, trustee, all our right, title, interest and estate in and to the money of the following described causes in the Circuit Court for Queen Anne's County, in Equity.

Name of Cause:- In the Matter of the Trust created by the Will of James H. Dodd in favor of Annie C. Bryan, Cause No. 2037.

Name of Cause:- Bryan -vs- Armstrong Cause No. 1643.

JULIAN C. BRYAN

SARAH E. THOMAS

ADLAI S. BRYAN

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of April, in the year nineteen hundred and forty one, the following Assignment was filed for record, to wit:-

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

In the Matter of the Trust created
by the Will of James H. Dodd, deceased,
in favor of Annie C. Bryan. (Cause No. 2037.

Annie C. Bryan, (vs.) Cause No. 1643.
Elizabeth Armstrong, trustee. (

The undersigned, who are the children of Annie C. Bryan, the life tenant of the above entitled causes, either have at the present time several rights and interests in the estates and/or corpora of the above entitled causes or at the death of their mother, if they survive her, will have several rights and interests in the said estates and corpora under the terms of the Wills mentioned in said causes.

For value received we, the undersigned, do hereby assign, transfer and set over unto Madison Brown, the trustee of the above entitled causes and unto his personal representatives and assigns our several and respective present rights and interests in and to those estates and corpora of the above entitled causes and in, to and of those rights and interests of said estates and/or corpora to which we will become severally entitled (if not now entitled) at the death of our mother leaving us surviving.

We do hereby severally covenant with the said Madison Brown to execute such further and other assurances of those estates and/or contingent hereby assigned as may be sufficient to best in him estates and interests intended to be assigned hereby.

This Assignment is made to secure unto the said Madison Brown fifty (\$50.00) dollars which he has paid at our request out of the corpus of the trust estates unto Sarah E. Thomas for the benefit of our mother and to secure him for another sum of fifty (\$50.00) which he is to pay her hereafter when so requested by the written order of all three of the undersigned.

IN TESTIMONY WHEREOF we have hereunto set our hands and seals unto This Assignment and to another one of like tenor and effect, a duplicate of this Assignment, so that the said Madison Brown may have an Assignment he can file in either of the above entitled causes.

WITNESS: JULIAN C. BRYAN (SEAL)

LILLIAN BRYAN SARAH E. THOMAS (SEAL)

WITNESS: ADLAI S. BRYAN (SEAL)

ARTHUR THOMAS

WITNESS:

LILLIAN BRYAN

QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the Second day of April, in the year nineteen hundred and forty one, the following Assignment was brought to be recorded, to wit:-

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

Annie C. Bryan,)	
)	
vs.	)	Cause No. 1643.
)	
Elizabeth Armstrong.)	

THIS ASSIGNMENT, made this 27th day of October in the year nineteen hundred and thirty eight between Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, children of Annie C. Bryan, life tenant of the trust estate of the above cause created under the will of Susan Dodd filed in said cause, parties of the first part and Madison Brown, of Queen Anne's County, State of Maryland, party of the second part.

WHEREAS said Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan each have at the present time a vested remainder in the trust estate of said cause or each, if he or she shall survive their mother, will take on the death of their mother an interest or estate in the trust estate of said cause under the terms of said will, that is to say, each may have an estate to arise in the future depending upon whether or not he or she shall survive their mother.

WHEREAS the said Madison Brown, who is the trustee of the cause, has heretofore advanced to the said children and to their mother certain money out of the principal trust funds of said cause at their request and have received assignments from said children heretofore made to secure him for said advances.

WHEREAS the said Madison Brown has requested each child to execute this present assignment for the purpose of confirming the assignments heretofore made and for the purpose of further securing him for the money so advanced and each child is willing to comply with this request.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH: That the said Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan for and in consideration of the premises and for divers other good and valuable considerations them thereunto moving as well as for the sum of one dollar, the receipts of which are hereby acknowledged, do hereby severally assign, transfer and set over unto the said Madison Brown, his executors, administrators and assigns his and her interest and estate which they may have now at the present time in said cause and/or that interest and estate in the trust funds of said cause to which he or she may become entitled to in case he or she shall survive their said mother under the will of said cause, it being the intent of each child to assign or transfer that estate in the principal of the trust funds of said cause which is given unto the children of Annie C. Bryan under the terms of said will.

TO HAVE AND TO HOLD the interests and estates hereby assigned unto the said Madison Brown, his executors, administrators and assigns as additional security for the money he has heretofore advanced unto them and the said Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan do hereby severally and respectively ratify, confirm and approve each assignment of their interest in the funds of said cause heretofore made by them as hereinabove set forth.

IN WITNESS WHEREOF each party of the first part has hereunto subscribed his or her name and affixed his or her seal the day and year first hereinabove written.

Test: As to Julian C. Bryan.	JULIAN C. BRYAN	(SEAL)
L. O. KELLEY		
Test: As to Sarah E. Thomas-	SARAH E. THOMAS	(SEAL)
A. S. TURNER JR.	ADLAI S. BRYAN	(SEAL)
Test: As to Adlai S. Bryan-		
A. S. TURNER JR.		

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

I HEREBY CERTIFY that on this 28th day of October in the year nineteen hundred and thirty eight before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Julian C. Bryan, one of above named, and he did acknowledge the foregoing Assignment to be his act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

L. O. KELLEY
NOTARY PUBLIC.

NOTARY
PUBLIC
Seal.

STATE OF MARYLAND,)
 (TO WIT:
 KENT COUNTY,)

I HEREBY CERTIFY that on this 27th day of October in the year nineteen hundred and thirty eight before me, the subscriber a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Sarah E. Thomas, one of above named, and she did acknowledge the foregoing Assignment to be her act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Notary
 Public
 Seal.

A. SYDNEY TURNER JR.
 NOTARY PUBLIC.

Comm. Expires May 1st, 1939.

STATE OF MARYLAND, ()
 () TO WIT:
 KENT COUNTY, ()

I HEREBY CERTIFY that on this 27th day of October in the year nineteen hundred and thirty eight before me, the subscriber a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Adlai S. Bryan, one of above named, and he did acknowledge the foregoing Assignment to be his act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Notary
 Public
 Seal.

A. SYDNEY TURNER JR.
 NOTARY PUBLIC.

Comm. Expires May 1st, 1939

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of April, in the year nineteen hundred and forty one, the following Assignment was filed for record, to wit:

THESE ASSIGNMENTS, made this fourth day of May in the year nineteen hundred and thirty nine between Julian C. Bryan, of Queen Anne's County in the State of Maryland, party of the first part, Adlai S. Bryan, of same place, party of the second part, and Madison Brown, of the same place, party of the third part.

Description of the titles of the Causes hereinafter referred to.

Annie C. Bryan) In the Circuit Court for Queen Anne's County,
 vs.) in Equity.
 Elizabeth Armstrong.) Chancery Cause No. 1643.

In the Matter of the Trust Estate) In the Circuit Court for Queen Anne's
 created by the Will of James H. Dodd) County, in Equity.
 in favor of Annie C. Bryan.) Chancery Cause No. 2037.

It is hereby declared and admitted that both the said Julian C. Bryan and Adlai S. Bryan are the children of Annie C. Bryan who is the person named in each cause above mentioned as the life tenant of the trust estate thereof; that the other only living child of the said Annie C. Bryan is one Sarah B. Thomas who hereto assigned unto the said Julian C. Bryan and Adlai S. Bryan both her vested and her contingent interests as a child of said Annie C. Bryan in the trust estate of each cause as created by the will therein mentioned; that Madison Brown has loaned unto the said Julian C. Bryan and Adlai S. Bryan the sum of one hundred dollars for which they have drawn and passed unto him their two several promissory notes each payable to his order with interest from date, each dated May 4th, 1939, one for the sum of fifty two dollars and fifty two cents and one for the sum of forty seven dollars and fifty two cents and each being payable on demand and that the said sum was loaned upon the condition that said sum and interest and said notes should be secured by these assignments.

NOW THEREFORE THESE ASSIGNMENTS WITNESSETH: That said Julian C. Bryan and said Adlai S. Bryan, in consideration of the premises and of the sum of one dollar the receipt of which is hereby acknowledged, do hereby severally assign and transfer unto the said Madison Brown, his personal representatives and assigns all their several and respective vested interests which they now have and all their several and respective interests which each will be entitled if living at the time of the death of the said Annie C. Bran (now living) in, to and of the trust estate of each

cause above mentioned created by the will mentioned in each cause now in course of administration in each cause and payable at the death of said Annie C. Bryan to her children as well as the interest in each trust estate heretofore assigned unto the said Julian C. Bryan and Adlai S. Bryan by the said Sarah C. Thomas.

IN WITNESS WHEREOF the said Julian C. Bryan and Adlai S. Bryan have hereunto affixed their names and seal day and year first herein above written.

Test: L. H. MEREDITH
JULIAN C. BRYAN (SEAL)
ADLAI S. BRYAN (SEAL)

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

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

Annie C. Bryan)
versus) CAUSE NO. 1643.
Elizabeth Armstrong)

THIS DEED OF ASSIGNMENT, made this 2 day of July in the year nineteen hundred and forty one between Annie C. Bryan, of Queen Anne's County in the State of Maryland, party of the first part and Julian C. Bryan, who is her son, party of the second part,

WITNESSETH:- That the said Annie C. Bryan for and in consideration of the sum of one dollar and of divers other good and valuable considerations her therunto moving from her said son, the receipts of which are hereby acknowledged, does hereby sell, grant and release, assign, transfer and set over unto the said Julian C. Bryan, his executors, administrators and assigns ALL her right, title, interest and estate, to wit: an estate for and during her natural life in the principal Trust Estate created under the last Will and Testament of Susan Dodd set out in the proceedings of said cause now in course of administration in said Cause and in, to and of all the money, securities and other properties of and belonging to said Trust Estate
SAVE AND EXCEPT from the operation of this Assignment ALL that house and lot in which said Annie C. Bryan now lives and which is a part of the estate and property of said trust estate the same having been purchased with a part of the money of the trust estate and this house and lot the said Annie C. Bryan reserves unto herself for the remainder of her life with the right to receive the net rents and income therefrom and/or to occupy the same as the case may be.

IN TESTIMONY WHEREOF the said Annie C. Bryan does hereunto subscribe her name and affix her seal the day and year first above written.

Test: CARLTON R. LEGG
ANNIE C. BRYAN (SEAL)
Annie C. Bryan.

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

I hereby certify that on this 2 day of July in the year nineteen hundred and forty one before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Annie C. Bryan the above named person and she did acknowledge the foregoing DEED OF ASSIGNMENT to be her act.

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

CARLTON R. LEGG
Notary Public. Notary Public Seal.

Filed July 21st, 1941

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty First day of July, in the year nineteen hundred and forty one, the following Release was filed for record, to wit:-

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

Annie C. Bryan)
versus) In the Matter of the Trust Estate created by
Elizabeth Armstrong,) will of James H. Dodd for Annie C. Bryan.
Cause No. 1643.) Cause No. 2037

THIS RELEASE, made this 2nd day of July in the year nineteen hundred and forty one between Annie C. Bryan of Queen Anne's County in the State of Maryland, party of the first part and Madison Brown, of the same place, party of the second part;

WITNESSETH:- That the said Annie C. Bryan for and in consideration of the sum of one dollar and of other valuable considerations her thereunto moving from the party of the second part, the receipts of which are hereby acknowledged does hereby release, acquit, exonerate and discharge the said Madison Brown as the Trustee of Cause No. 1643 above mentioned, and as the Trustee of Cause No. 2037 above mentioned, and his heirs, executors and administrators and the surety upon the bond filed by him in said Cause No. 1643 and the survey upon the bond filed by him in Cause No. 2037, of and from all and every action, suit, claim, liability or demand which could be brought against him, them or any of them for or on account of all income and/or interest due by the said Madison Brown as Trustee of the Trust Estate of Cause No. 1643 to the said Annie C. Bryan as the life tenant of said Trust Estate to the date of this RELEASE and for on account of all income and/or interest due by the said Madison Brown as Trustee of the Trust Estate of Cause No. 2037 to the said Annie C. Bryan as the life tenant of said Trust Estate to the date of this RELEASE, the said Annie C. Bryan hereby declaring herself fully paid, contented and satisfied in the premises.

IN TESTIMONY WHEREOF the said Annie C. Bryan has hereunto subscribed her name and affixed her seal day and year above written.

Test: IDA G. DENNY

ANNIE C. BRYAN (SEAL)
Annie C. Bryan

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

I hereby certify that on this 2nd day of July in the year nineteen hundred and forty one before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Annie C. Bryan the above named person and she did acknowledge the foregoing RELEASE to be her act.

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

IDA G. DENNY
Notary Public.

Notary
Public
Seal.

Filed in Cause No. 1643, July 21-1941
Filed in Cause No. 2037, July 21st 1941

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty First day of July, in the year nineteen hundred and forty one, the following Release was filed for record, to wit:

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

In Re: Cause No. 1643 entitled Annie C. Bryan versus Elizabeth Armstrong.

In Re: Cause No. 2037 entitled "In Matter of Trust Estate created by will of James H. Dodd for Annie C. Bryan.

THIS RELEASE, made this 3rd day of July in the year nineteen hundred and forty one between Julian C. Bryan, of Queen Anne's County in the State of Maryland, party of the first part and Madison Brown of the same place as Trustee of Cause No. 1643 mentioned above and as Trustee of Cause No. 2037 mentioned above, party of the second part.

1. WHEREAS Annie C. Bryan aforesaid under the will of Susan Dodd became entitled to a life estate in the Trust Estate of Cause No. 1643 which life estate by assignment dated July 2, 1941 filed or to be filed in said Cause she has assigned unto Julian C. Bryan.
2. WHEREAS under said will the principal of said trust estate is given by remainder to her children at her death.
3. WHEREAS Annie C. Bryan under the will of James H. Dodd became entitled to a life estate in the Trust Estate of Cause No. 2037, which life estate by an assignment dated July 2, 1941 filed or to be filed in said Cause she has assigned unto said Julian C. Bryan.
4. WHEREAS under said will the principal of said Trust Estate of said Cause #2037 is given by remainder to her children at her death.
5. WHEREAS said Annie C. Bryan has three children: Julian C. Bryan, (aforesaid), Sarah E. Thomas and Adlai S. Bryan; and

6. WHEREAS said Sarah E. Thomas and Adlai S. Bryan by their assignment filed in said Causes have assigned and conveyed over unto Julian C. Bryan the several rights, titles, and estates which they have or had by way of remainder in the Trust Estates of both of the Causes above mentioned.

7. WHEREAS said Madison Brown as Trustee of Cause No. 1643 and as Trustee of Cause No. 2037 has paid over unto the said Julian C. Bryan the entire Trust Estate of Cause No. 1643 and the entire Trust Estate of Cause No. 2037 (inclusive of those parts thereof assigned unto said Julian C. Bryan by Sarah E. Thomas and by Adlai S. Bryan as well as those parts thereof which Julian C. Bryan became entitled to in his own right under said will.

8. WHEREAS said Trust Estates were so paid over unto said Julian C. Bryan upon the condition that he execute this RELEASE for delivery unto the said Madison Brown.

NOW THEREFORE THIS RELEASE WITNESSETH:-

THAT the said Julian C. Bryan, for and in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby release, acquit, exonerate and discharge the said Madison Brown, his heirs, executors, and administrators and the AMERICAN SURETY COMPANY OF NEW YORK, the surety upon his bond filed in Cause No. 1643 and the surety upon his bond filed in Cause No. 2037 of and from, all and every action, suit, claim, debt, liability or demand which could or might possibly be brought, exhibited or prosecuted against him, them or any of them now or at any time in the future, during the lifetime of said Annie C. Bryan or after her death for or on account of

- 1st. the principal trust estate of said Cause No. 1643 or the payment thereof except as hereinafter mentioned;
- 2nd. the principal trust estate of said Cause No. 2037 or the payment thereof;
- 3rd. any and all income to arise in the future from the trust estate of Cause No. 1643 except as hereinafter excepted; and
- 4th. any and all income to arise in the future from the trust estate of Cause No. 2037;

the said Julian C. Bryan hereby acknowledging himself fully paid, satisfied and contented in the premises.

It is hereby agreed and understood that by the assignment made by Annie C. Bryan of her life estate in the trust estate of Cause No. 1643 she reserved from the operation thereof her life estate in the real estate situate in Stevensville, Maryland now occupied by her and Julian C. Bryan owned by said Cause No. 1643 and the money of said Cause invested in said real estate and

it is hereby agreed and understood that nothing in this release shall be considered to apply to said real estate, any income to arise therefrom and/or to the money of said trust estate of Cause NO. 1643 invested therein.

IN WITNESS WHEREOF the said Julian C. Bryan does hereunto affix his name and Seal the day and year first hereinabove written.

Test: J. CARL STARKEY

JULIAN C. BRYAN (SEAL)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 3d. day of July, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Julian C. Bryan above named, and he did acknowledge the foregoing RELEASE to be his act.

IN WITNESS WHEREOF: I do hereunto subscribe my name affix my Seal Notarial the day and year above written.

J. CARL STARKEY
Notary Public.

Notary
Public
Seal.

Filed July 21st, 1941 in No. 1643.
Filed July 21st, 1941 in No. 2037.

Brought forward from folio 356. Chancery Cause No. 2037.

Maryland, party of the first part and Madison Brown, of the same place, party of second part;

WITNESSETH:- That the said Annie C. Bryan for and in consideration of the sum of one dollar and of other valuable considerations her thereunto moving from the party of the second part, the receipts of which are hereby acknowledged does hereby release, acquit, exonerate and discharge the said Madison Brown as the Trustee of Cause No. 1643 above mentioned, and as the Trustee of Cause No. 2037 above mentioned, and his heirs, executors and administrators and the surety upon the bond filed by him in said Cause No. 1643 and the surety upon the bond filed by him in Cause No. 2037, of and from all and every action, suit, claim, liability or demand which could be brought against him, them or any of them for or on account of all income and/or interest due by the said Madison Brown as Trustee of the Trust Estate of Cause No. 1643 to the said Annie C. Bryan as the life tenant of said Trust Estate to the date of this RELEASE and for on account of all income and/or interest due by the said Madison Brown as Trustee of the Trust Estate of Cause No. 2037 to the said Annie C. Bryan as the life tenant of said Trust Estate to the date of this RELEASE, the said Annie C. Bryan hereby declaring herself fully paid, contented and satisfied in the premises.

IN TESTIMONY WHEREOF the said Annie C. Bryan has hereunto subscribed her name and affixed her seal day and year above written.

Test: IDA G. DENNY

ANNIE C. BRYAN (SEAL)
Annie C. Bryan

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

I hereby certify that on this 2nd day of July in the year nineteen hundred and forty one before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Annie C. Bryan the above named person and she did acknowledge the foregoing RELEASE to be her act.

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

IDA G. DENNY
Notary Public. Notary
Public
Seal.

Filed in Cause No. 1643, July 21-1941
Filed in Cause No. 2037, July 21st, 1941

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

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

In Re: Cause No. 1643 entitled Annie C. Bryan versus Elizabeth Armstrong.

In Re: Cause No. 2037 entitled "In Matter of Trust Estate created by will of James H. Dodd for Annie C. Bryan.

THIS RELEASE, made this 3rd day of July in the year nineteen hundred and forty one between Julian C. Bryan, of Queen Anne's County in the State of Maryland, party of the first part and Madison Brown of the same place as Trustee of Cause No. 1643 mentioned above and as Trustee of Cause No. 2037 mentioned above, party of the second part.

1. WHEREAS Annie C. Bryan aforesaid under the will of Susan Dodd became entitled to a life estate in the Trust Estate of Cause No. 1643 which life estate by assignment dated July 2, 1941 filed or to be filed in said Cause she has assigned unto Julian C. Bryan.
2. WHEREAS under said will the principal of said trust estate is given by remainder to her children at her death.
3. WHEREAS Annie C. Bryan under the will of James H. Dodd became entitled to a life estate in the Trust Estate of Cause No. 2037, which life estate by an assignment dated July 2, 1941 filed or to be filed in said Cause she has assigned unto said Julian C. Bryan.
4. WHEREAS under said will the principal of said Trust Estate of said Cause #2037 is given by remainder to her children at her death.
5. WHEREAS said Annie C. Bryan has three children: Julian C. Bryan, (aforesaid), Sarah E. Thomas and Adlai S. Bryan; and
6. WHEREAS said Sarah E. Thomas and Adlai S. Bryan by their assignment filed in said Causes have assigned and conveyed over unto Julian C. Bryan the several rights, titles, and estates which they have or had by way of remainder in the Trust Estates of both of the Causes above mentioned.

7. WHEREAS said Madison Brown as Trustee of Cause No. 1643 and as Trustee of Cause No. 2037 has paid over unto the said Julian C. Bryan the entire Trust Estate of Cause No. 1643 and the entire Trust Estate of Cause No. 2037 (inclusive of those parts thereof assigned unto said Julian C. Bryan by Sarah E. Thomas and by Adlai S. Bryan as well as those parts thereof which Julian C. Bryan by Sarah E. Thomas and by Adlai S. Bryan as well as those parts thereof which Julian C. Bryan became entitled to in his own right under said will.

8. WHEREAS said Trust Estates were so paid over unto said Julian C. Bryan upon the condition that he execute this RELEASE for delivery unto the said Madison Brown.

NOW THEREFORE THIS RELEASE WITNESSETH:-

THAT the said Julian C. Bryan, for and in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby release, acquit, exonerate and discharge the said Madison Brown, his heirs, executors, and administrators and the AMERICAN SURETY COMPANY OF NEW YORK, the surety upon his bond filed in Cause No. 1643 and the surety upon his bond filed in Cause No. 2037 of and from, all and every action, suit, claim, debt, liability or demand which could or might possibly be brought, exhibited or prosecuted against him, them or any of them now or at any time in the future, during the lifetime of said Annie C. Bryan or after her death for or on account of

1st. the principal trust estate of said Cause No. 1643 or the payment thereof except as hereinafter mentioned;

2nd. the principal trust estate of said Cause No. 2037 or the payment thereof;

3rd. any and all income to arise in the future from the trust estate of Cause No. 1643 except as hereinafter excepted; and

4th. any and all income to arise in the future from the trust estate of Cause No. 2037;

the said Julian C. Bryan hereby acknowledging himself fully paid, satisfied and contented in the premises.

It is hereby agreed and understood that by the assignment made by Annie C. Bryan of her life estate in the trust estate of Cause No. 1643 she reserved from the operation thereof her life estate in the real estate situate in Stevensville, Maryland now occupied by her and Julian C. Bryan owned by said Cause No. 1643 and the money of said Cause invested in said real estate and

it is hereby agreed and understood that nothing in this release shall be considered to apply to said real estate, any income to arise therefrom and/or to the money of said trust estate of Cause NO. 1643 invested therein.

IN WITNESS WHEREOF the said Julian C. Bryan does hereunto affix his name and Seal the day and year first hereinabove written.

Julian C. Bryan (SEAL)

Test: J. Carl Starkey

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 3d. day of July in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Julian C. Bryan above named, and he did acknowledge the foregoing RELEASE to be his act.

IN WITNESS WHEREOF; I do hereunto subscribe my name affix my Seal Notarial the day and year above written.

J. Carl Starkey
Notary Public.

Notary
Public
Seal.

Filed July 21st, 1941 in No. 1643
Filed July 21st, 1941 in No. 2037

No. 5 Judicial, May 1903.

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

(FI.FA.)

THE STATE OF MARYLAND,

To the Sheriff of Queen Anne's County,
Greeting:

Seal's
Place.

WHEREAS at a Circuit Court Queen Anne's County, begun and held at Centreville in said County on the third Monday of July in the year of our Lord one thousand eight hundred and ninety two a certain Philip T. Potts, Thomas Cecil, John A. Shawn, Louis L. Beatty, John F. Godwin and T. Bedford Turner by judgment of the same Court, recovered against a certain William H. Cecil as well the sum of sixteen hundred and six dollars and ninety five cents, with interest from the first day of November 1892 and seven dollars and forty cents for their costs and charges by them about their suit laid out and expended, and afterwards, to wit: on the 9th day of April in the year 1903 said judgment was assigned transferred and set over to the use of Charles A. Busteed, Samuel A. Weaver, Louis L. Beatty and B Hackett Turner for \$1732.53 with interest on \$1520.60 from June 12th 1900 and costs of suit, being balance unpaid, as per order filed on said 9th day of April 1903, who thereupon became the beneficial plaintiffs and who now desire an execution to issue on said judgment in their behalf.

THEREFORE, you are hereby commanded, that of the goods and chattles, lands and tenements of the said William H. Cecil being in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, to be held at Centreville, in said County, on the first Monday of May next, to render unto the said Charles A. Busteed, Samuel A. Weaver, Louis L. Beatty, C. B. Hackett beneficial plaintiff as aforesaid the debt, costs and charges, aforesaid.

Hereof, fail not at your peril, and have you then and there this writ.

Witness, the Honorable James A. Pearce, Chief Judge of our said Court, the twenty sixth day of January in the year of our Lord 1903 Issued 9th day of April 1903

Jno: E. George. Clerk.

And on the back of the foregoing Fifa are the following endorsements, to wit:

Fifa for \$1732.53, with interest on \$1520.60 from June 12th 1900 and \$7.40 costs of suit, being balance unpaid on judgment, as per order filed April 9, 1903 & \$1.40 additional costs herein.
If land be taken and sold add \$6.00 for record.
Judgment No. 28 Apr. July 1892.

For Value Received we hereby assign the within and foregoing execution and schedule hereto attached and the judgment on which the same was issued without recourse or guarantee to or by the original or the beneficial Plaintiff or the original or Beneficial Plaintiffs attorneys unto Joseph L. Downes.
May 14, 1903

EDWIN H. BROWN JR.
H. B. W. MITCHELL
ATTYS. for Beneficial Plaintiffs.

Goods and chattels lands and tenements taken, seized and levied on as per schedule and the real estate of William H. Cecil sold as per special return filed in this case.

Wm. S. Delahay
Sheriff.

And attached to the foregoing Fi Fa is the following Schedule, to wit:-

A SCHEDULE of the lands and tenements of William H. Cecil entered upon, seized, levied upon and taken in execution under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County, and to me directed, at the suit of Philip T. Potts, Thomas Cecil, John A. Shawn, Louis S. Beatty John F. Godwin and T. Bedford Turn use of Charles A. Busteed, Samuel A. Weaver, Louis S. Beatty and B. Hackett Turner on the judgment therein against a certain William Cecil dated November 1st 1892 for \$1606.95 and interest &c. and said writ bring the within writ and issued & directed to use as sheriff on the 9th day of April 1903. I entered upon, seized and levied upon the following property to wit: All that farm, tract, tracts, parts of tracts or parcels of land, situate in the sixth election District of Queen Anne's County, lying on both sides of the public road leading through said lands, to Ashland Station, said lands reduced into or used as one far m, and being when said William H. Cecil now resides, called "Nasborough" "Marbough"; Sarah's Fancy or by whatsoever name or names the same may be called, adjoining the

lands owned by the late William Mc Kenney, The Elliott heirs and others and containing writ of fieri facias, debt, interest and costs thereon and all costs to become due thereon.

April 9th 1903.

Wm. S. Delahay
Sheriff of Queen Anne's
Co.

SHERIFF'S SPECIAL RETURN
Filed May 4, 1903

Philemon T. Potts, Thomas Cecil,
John A. Shawn, Louis L. Beatty,
John F. Godwin, and T. Bedford Turner,
use of Charles A. Busteed,
Samuel A. Weaver, Louis L. Beatty,
and B. Hackett Turner,

IN The Circuit Court for
Queen Anne's County

vs.

William H. Cecil

To the Honorable, the Judges of said Court:

The return of William S. Delahay, Sheriff of Queen Annes County in the States of Maryland, Respectfully shows:

That by virtue of a Writ of Fieri Facias issued out of the Circuit Court for Queen Anne's County aforesaid at the suit of Philemon T. Potts, Thomas Cecil, John A. Shawn, Louis L. Beatty, John F. Godwin and T. Bedford Turner, use of Charles A. Busteed, Samuel A. Weaver, Louis L. Beatty, and B. Hackett Turner, against William H. Cecil, dated the Ninth day of April in the year 1903, said Writ was directed to the said William S. Delahay as Sheriff of said County, and in obedience to the commands in the said Writ contained the said William S. Delahay Sheriff, seized entered and levied upon and took in possession all the right, title, interest, and estate of the said William H. Cecil of in and to all that Farm Tract, Tracts, part of Tracts or Parcels of Land, situate in the Sixth Election district of Queen Annes County, lying and being on both sides of the Public Road leading through said lands to Ashland Station, said Lands being reduced into or used as one farm, and being where said William H. Cecil now resides, called "Narborough", "Marborough" "Sarah's Fancy" or by whatsoever name or names the same may be called, adjoining the lands owned by the late William Mc Kenney, the Elliott Heirs, and others and containing 350 Acres, More or Less, and having given public notice of the time, place, manner and term of sale by advertisement inserted in the Centreville Observer, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, for more than twenty days before the days before the day of sale, as shown by the certificate of the printer and copy of the Advertisement annexed hereto, and by a notice set up at the Court House Door in the Town of Centreville in Queen Annes County Maryland, the said William S. Delahay as Sheriff aforesaid offered the said Farm, Tract, Tracts, parts of Tracts, or Parcels of Land and premises at public sale, subject to all prior liens, and the dower rights of Mrs. William H. Cecil, before the Court House Door aforesaid in the Town of Centreville, on Saturday May the Second in the Year 1903, at the Hour of 12 O'Clock Noon, and then and there sold the Farm Tract, Tracts, parts of Tracts, or Parcels of Land, situate in the Sixth Election District, of Queen Annes County, Maryland, and where the said William H. Cecil now resides, called Narborough, or Marborough, or Sarah's Fancy, or by whatsoever name or names the same be called, and containing Three Hundred and Fifty Acres of Land More or less, and fully described above, for TWENTY FOUR HUNDRED DOLLARS, to Thomas Ireland Elliott, subject to all prior liens as above set forth he being then and there at the price named the highest bidder for said Farm tract or tracts of Land to pay and satisfy the said Writ, interest, and costs thereon, the said Writ of Fieri Facias and schedule thereto attached, and the Judgment on which the same was issued having been on the 28th day of April 1903, assigned to Joseph L. Downes. And as the sales of the property aforesaid, made under and by virtue of the aforesaid Writ, exceed the amount owing on and under said Writ, he report the same that distribution may be made under order of this Court

So says

Wm. S. Delahay
Sheriff.

Certificate of Publication
of Sheriff's Sale of Real
Estate.

Sheriff's Sale
--of valuable--
REAL ESTATE'

The undersigned, by virtue of a writ of fieri facias, out of the Circuit Court of Queen Anne's county at the suit of Philemon T. Potts, Thomas Cecil, John A. Shawn, Louis L. Beatty, John F. Godwin and T. Bedford Turner, use of Chas. A. Busteed, Samuel A. Weaver, Louis L. Beatty and B. Hackett Turner, on the judgment therein against a certain Wm. H. Cecil, dated Nov. 1st. 1892, for \$1606.95 and interest, etc., said writ was issued on the 9th day of April, 1903, and to me directed as sheriff of said county, I have seized, levied upon and taken in execution all the right, title, interest and estate of the said Wm. H. Cecil of, in and to all that FARM, Tract, Tracts, Parts of Tracts or Parcels of land, situate in the Sixth Election District of Queen Anne's County, lying on both sides of the public road leading through said lands to Ashland Station, said lands being reduced into or used as one farm and being where said Wm. H. Cecil now resides,

called "Narborough" "Sarah's Fancy" or by whatsoever name or names the same may be called, adjoining the lands owned by the Wm. McKenney, the Elliott heirs and other, and containing 350 ACRES, MORE OR LESS, And I will offer the above described land s or farm at public sale, in front of the CourtHouse door. in the town of Centreville Queen Anne's connty, Maryland, on Saturday, May 2nd, 1903, at 12o8clock M. to pay and satisfy the above mentioned writ of fieri facias, debt, interest and costs thereon, and all costs to become due thereon.

TERMS OF SALE. - Cash on day of sale,

WILLIAM S. DELAHAY
Sheriff of Queen Anne's County, Maryland.

We Hereby Certify, That the annexed advertisement was published in THE CENTRE-VILLE OBSERVER, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, for more than 20 days before the Second day of May, 1903. The first insertion being on the 10th day of May, 1903.

W. J. Price Jr.
Publishers.

per G.

CAUSE NO. 3212.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on Second day of June in the year Ninteen hundred and thirty nine, the following Bill of Complaint, accompanied by Exhibts Nos1,2, and 3, was filed for record, to wit:-

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

Lola Gertrude Dudley,)	
Mary Edna Dudley,)	
Charles Roland Price, junior,)	
William Bryan Price,	)	Chancery
Laura Agnes Carter,.....plaintiffs.)	)	Cause
versus	)	No.
Charles R. Price, senior,)	
Mildred W. Price,.....defendants.))	

To the Honorable, the Judges of said court:-

Your orators, compaining, say:-

1. That the defendant, Charles R. Price, senior, on the fourth day of January, 1893 was married to one Laura Agnes Rhodes and thereafter his wife became Laura Agnes Price but as she was soon better known to her friends and acquaintances as Laura A. Price she will hereafter in this bill be called Laura A. Price.
2. That on or about the 28th day of May, 1901, the said Laura A. Price became the owner by purchase of certain real estate consisting of nine undivided tenth parts in, to and of a farm or tract of land called "Prouses Park" and "Chestnut Meadows" situate in the Fifth Election District of Queen Anne's County aforesaid, containing 210 acres of land, more or less, which real estate was conveyed unto the said Laura A. Price by Frances P. Hurst and other by deed bearing date May28, 1901 and duly recorded in Liber J. E. G, No. 2, a land record book of said county, on folios 77etc. A certifies copy of this deed endorsed "Plaintiffs" Exhibit No. 1" is filed with this bill as part of the same.
3. That at the time of the purchase of said real estate and date of said deed the said Charles R. Price and Laura A, Price were living on the farm of which said real estate was part and they continued so to live on said farm as husband and wife until the date of the death of Laura A. Price as hereinafter set forth:
4. That on or about the 6th day of June, 1901, the said Laura A. Price borrowed of the Centreville National Bank of Maryland, a corporation, hereinafter referred to and called the "Bank", the sum of thirty five hundred dollars on the joint premissory note of herself and her husband, given for said sum, dated June 6, 1901, and payable to the order of said bank, six months after date and to secure the payment of said note and renewals thereof she conveyed said real estate so conveyed unto her as aforesaid unto said Bank by way of a mortgage in which her husband joined bearing date June 7, 1901, and which has been recorded in the land record book mentioned above on folios 79 etc. A certified copy of this mortgage endorsed " Plaintiffs" Exhibit No, 2 and of the assignments hereinafter mentioned is filed with this bill as part of the same.
5. That by a deed bearing date April 30, 1902, given to the said Laura A. Price by Philemon B. Hopper, trustee, the said Laura A. Price became the owner in fee of that one undivied tenth part of the entire farm mentioned in first deed above referred to which she did not acquire by the first mentioned deed. The last mentioned deed was duly recorded among the land record books of said county in Liber J. E. G. No. 3, on folio 303 etc. and a certified copy of the same is filed with this bill as part of the same.
6. That the farm above mentioned since the dates of said deeds has become known in the neighborhood of its location by the name of "The Charles R. Price Farm" rather than by the names given same by the deeds and is situate on that public road which branches from the Queenstown- Wye Mills State Road at the farm called "Bloomingdale" to lead across the railroad tracks to town of Centreville.
7. That the amount of the original indebtedness described in the mortgage above mentioned was by sundry payments made thereon in the lifetime of Laura A. Price reduced to the sum of \$2800.00 so that the time of her death as hereinafter mentioned therewas due to said Bank the sum of \$2800.00 represented by the joint note of herself and her husband dated August 5. 1908 with interest from August 6, 1909.
8. The said Laura A. Price departed this life on the 31st day of July, 1909, intestate, seized and possessed of the above described mortgaged real estate which was subject at that time to the mortgage indebtedness mentioned in the preceding paragraph and seized by the deed last mentioned.
9. That the said Laura A. Price left surviving her at the time of her death her husband, Charles R. Price, senior, who is yet living and who is a defendant to this bill of complaint.
10. That the said Charles R, Price took or acquired upon the death of hiswife as aforesaid an estate in one third of the land of which she died seized and possessed called in law "his dower" but as he united with her insaid mortgage he took his said estate in the mortgaged real estate subject to said mortgage and the debt due thereby

at the time of her death.

11. That the said Laura A. Price at the time of her death as aforesaid left surviving her as her only heirs at law the following named children (also the children of the said Charles R. Price, senior), to wit:-

- (1) a daughter, Lola Gertrude Price, now Lola Gertrude Dudley, the plaintiff
- (2) A daughter, Mary Edna Price, now Mary Edna Dudley, the plaintiff
- (3) A son, Charles Roland Price, junior, the plaintiff
- (4) A son, William Bryan Price, the plaintiff
- (5) A daughter, Laura Agnes Price, now Laura Agnes Carter

12. That upon the death of their mother, Laura A. Price, the mortgaged land of which she died seized and possessed descended unto your orators, her children and only heirs at law in equal parts as tenants in co-parcenary but subject to the mortgage hereinbefore mentioned and the debt of \$2800.00 due thereby at the time of her death and subject also to the dower estate of her husband and the property which so descended unto your orators they still own.

13. That shortly after the death of the said Laura A. Price, to wit: on the 6th day of August, 1909, said Bank by assignment made on said mortgage, "assigned said mortgage "and the indebtedness thereby secured" unto the said Charles R. Price, senior who at the same time passed unto said Bank his promissory note signed also for him by Mordecai M. Price and Frank R. Price, his brother for said sum of \$2800.00 and dated August 6th, 1909 and payable six months after date to the order of said Bank the amount of said note being the amount of the principal debt due by said mortgage by the said Laura A. Price when she died. This assignment appears on the copy of the mortgage filed herewith.

14. That on the same day last mentioned, to wit: On August 6th, 1909, the said Charles R. Price re-assigned said mortgage "and the indebtedness secured thereby" unto said Bank and while the assignment does not so state the same was not made as an absolute assignment but was made as collateral security for the note given as above set forth by said Charles R. Price to said Bank and as security for such renewals thereof as might be made.

This last assignment also appears on the copy of the mortgage filed.

15. That the purpose of said transactions between said Charles R. Price and said Bank and the legal effect of the same were to place the said Charles R. Price in the position of being an equitable assignee of said mortgage or as an equitable mortgagee under the same with the right to take control and possession of the mortgaged real estate under the terms of the mortgage even while the legal title of the mortgage remained in the Bank.

16. That on or before the 25th day of February, 1925 the said Charles R. Price had paid out of the income, rents and profits received by him out of the mortgaged real estate his note given as aforesaid to said Bank and said Bank by an assignment made on the mortgage bearing date February 25, 1925 assigned said mortgage ("without recourse") unto the said Charles R. Price.

This assignment also appears on the copy of the mortgage filed herewith.

17. That from the time of the death of the said Laura A. Price to the seventeenth day of March, 1937, your orators as the owners of the said mortgaged real estate were entitled to all the net income, profits and produce of said mortgaged real estate except those parts thereof to which the said Charles R. Price was entitled to under his said estate of dower.

18. That prior to the 6th day of August, 1909, default had occurred in the terms of said mortgage by reason of the non-payment when due of the mortgage note last given by said Laura A. Price to said Bank and therefore under the terms of said mortgage said Bank and its assignee had the right to take possession of the mortgaged real estate.

19. That on the date said Bank assigned said mortgage to said Charles R. Price to wit: on the 6th day of August, 1909, the said Charles R. Price with the consent and knowledge of said Bank and because of the default in said mortgage mentioned above, as assignee of said mortgage, took possession of the mortgaged real estate to the exclusion of your orators and from the 6th day of August, 1909 until the 17th day of March, 1937 retained said possession to the exclusion of your orators as heirs at law of their mother and during and during said period of time he cultivated the mortgaged real estate in the production of crops of various kinds and used the same in the production of live stock of various kinds in the same manner as if he had been the sole owner of said real estate and he kept and retained all the net proceeds of the crops and live stock produced during said period of time for his own use but during said time he paid all the taxes on the mortgaged real estate.

20. That in further explanation of the occupancy of the mortgaged real estate by said Charles R. Price your orators state that from the 6th day of August, 1909 to the 17th day of March, 1937 the said Charles R. Price occupied the entire farm left by Laura A. Price, the mortgaged part and the part not mortgaged and he cultivated the same in the production of crops of wheat, field corn, sugarcorn, tomatoes and hay and he raised therein livestock such as is usually raised on farms and he retained for his own use all the net proceeds of such crops and live stock except the taxes mentioned.

21. That between the 6th day of August, 1909 and the 17th day of March, 1937 and long prior to the date last mentioned said Charles R. Price received from the mortgaged real estate sufficient net income and profits to pay and discharge the mortgage debt of \$2800.00 due by Laura A. Price under said mortgage at the time of her death and all interest which properly became chargeable thereon after her death so that before the 17th day of March, 1937 said mortgaged debt, principal and interest became fully paid into the hands of Charles R. Price and by reason thereof said mortgage became void before the 17th day of March, 1937 under the condition contained therein that it should become void when the debt secured thereby was paid.

22. That in spite of the fact that said mortgage had been paid and had become void before the 17th day of March, 1937 yet the said Charles R. Price by writing made on the original mortgage dated March 17th, 1937 pretended to transfer and assign under said writing unto Mildred W. Price, the defendant, said mortgage "to the extent of the balance due thereby, \$2800.00 with interest from the 6th day of December, 1937, without recourse or guarantee". This pretended assignment appears on the copy of the mortgage filed herewith.

23. That while this pretended assignment is in the writing thereof atated to be made "for value received" the same was made without any consideration whatever passing from said Mildred W. Price to the said Charles R. Price therefor.

24. That said pretended assignment is null and void and of no effect because at the time the same was made the indebtedness which had been secured by said mortgage had been fully paid .

25. That the said Mildred W. Price is the present wife of the said Charles R. Price to whom she was married on or about the 7 day of March, 1912.

26. That the said Charles R. Price still retains possession of the mortgaged real estate and refuses to account unto your orators for the rents, profits, income and produce of said real estate received by him as hereinafter set forth and your orators are advised that they are entitled to such an accounting for the purpose of ascertaining whether or not said mortgage was paid as hereinbefore stated by them.

27. That your orators have requested the said Mildred W. Price to release said mortgage but she has refused to do so.

28. That your orators apprehend that the said Mildred W. Price will attempt to foreclose said mortgage or will attempt to assign said mortgage to some person for purpose of foreclosure.

29. That your orators are advised that said mortgage as it now stands unreleased upon the land records of this county constitutes a cloud upon their title to the real estate described in said mortgage and that they are entitled to have said mortgage declared null and void by this court and to have the same released by the said Mildred W. Price under the direction of this court or by someone appointed for that purpose by this court.

30. That while your orators desire an accounting by the said Charles R. Price of the income, rents and profits and produce received by him from the mortgaged real estate as above set forth they desire the same only to the extent and for the purpose of ascertaining whetyer or not the said mortgage was paid in the manner hereinafter stated by them and if the said accounting will show that said mortgage has been so paid your orators will demand no further demands.

To the end therefore:

1. That the said Charles R. Price may account with your orators and that he may set forth and discover under the direction of this court what amounts of rents, profits, income and prduce he has received from the mortgaged real estate from the 6th day of August, 1909 to the 17th day of March, 1937.
2. That the mortgage hereinbefore described may be declared void by the decree of htis court.
3. That the said Mildred W. Price and Charles R. Price or either of them may be decreed by this court to rrlase said mortgage or
4. That said mortgage may be released in due form of law by someone appointed to make said release by this Honorable Court.
5. That said Mildred W. Price may be enjoined by the order of this court from attempting to foreclose said mortgage and from assigning said mortgage to some person for the purpose of foreclosure.
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 writs of subpoena directed to the said Charles R. Price, senior, and to the said Mildred W. Price, all residing in Queen Anne's County aforesaid, commanding them to be and appear in this court at some certain day to be named therein and to answer the premises and abide by and perform such decree as may be passed therein.

Lola Gertude Dudley
Mary Edna Dudley
Charles Roland Price Jr.
William Bryan Price
Laura Agnes Carter

Bedford Hackett Turner Jr.
Madison Brown.
Solicitors for the plaintiffs.

State of Maryland, Queen Anne's County, SCT:-
I hereby certify that on this second day of June, 1939, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally Charles Roland Price, one of the plaintiffs named in the afoegöing Bill of Complaint and he made oath in due form of law that the matters and things set forth in the said Bill of Complaint are true as therein stated to the best of his knowldge and belief. In Witness Whereof I hereunto affix my name and official seal day and year first hereinbefore written

A. Sydeny Gadd Jr.
Clerk of the Circuit Court for
Queen Anne's County.

PLAINTIFF'S EXHIBIT NO. I
Filed June 2, 1939

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

This Deed of Conveyance made this 28th day of May in the year nineteen hundred and one, by Frances P. Hurst and W. Oscar Hurst, her husband, of New Castle County, State of Delaware, Bessie P. Bennett and W. Osborne Bennett, her husband, of Caroline County, State of Maryland, Laura S. Price, Charles R. Price, Bertha E. Price, Mordecai M. Price, and Nellie M. Price, his wife, Blanch V. Price, Frank T. Price, Charles W. Butler and Isabella C. Butler, his wife, and Frances A. G. Price, all of Queen Anne's County, State of Maryland, witnesseth that Whereas the hereinafter described farm or tract of land descended unto Frances P. Hurst nee Price, Bessie P. Bennett, nee Price, Laura S. Price, Charles R. Price, Bertha E. Price, Mordecai M. Price, Blanch V. Price, Frank T. Price, John Medford Price, and Herbert Price and Downs Price, children of William B. Price, deceased, as the children and heirs at law of William H. Price, late of Queen Anne's County aforesaid deceased: subject to the dower of Francis A. G. Price, widow of William H. Price, therein: And Whereas, the said John Medford Price conveyed his undivided interest in said farm to Charles W. Butler by deed dated the thirty first day of March, eighteen hundred and ninety six, and recorded in Liber W. H. C. No, 4 folio 307, a Land Record for Queen Anne's County aforesaid .

And whereas the grantors hereinabove named have sold all their undivided interests, and the undivided interest of each of them in said or tract of land, hereinafter described unto Laura A. Price, the wife of Charles R. Price and the said Frances A. G. Price has sold to her her dower interest in the same at and for the sum of six thousand four hundred and seventy dollars, and are now about to convey the said farm to the said purchaser thereof: Now, Therefore, in consideration of the premises, and the said sum of six thousand four hundred and seventy dollars, the receipt of which is hereby acknowledge by the said several grantors in sums to each according to their respective interests in said land, the said Frances P. Hurst, and Wm. Oscar Hurst, her husband, Bessie P. Bennett and W. Osborne Bennett, her husband and Laura S. Price, Charles R. Price, Bertha E. Price, Mordecai M. Price and Nellie M. Price, his wife, Blanch V. Price, Frank T. Price, Charles W. Butler and Isabella C. Butler, his wife, and Frances A. G. Price, do hereby grant and convey unto the aforesaid Laura A. Price, of Queen Anne's County aforesaid, her heirs and assigns, in fee simple, all their rights, title, interest and estate of each of them, in and to all that farm, tract, part or parts of tracts of land, situate, lying and being in the fifth election district of Queen Anne's County, aforesaid known as "Pros Park" and "Union", "Chestnut Meadows", or by whatsoever other name or names the same may be called or known, containing two hundred and ten acres of land, more or less, and being the farm whereon the Laura A. Price and Charles R. Price, her husband, now live, and adjoining the lands conveyed by Wm. S. Price and wife to Richard J. Carter: the lands conveyed by C. W. Ridgely to William Mc Kenney the lands conveyed by John B. Brown Trustee, and others to George H. Hopper; the lands conveyed by Charles H. Gibson Trustee, to Thomas W. Eliason, the lands of J. Henry McClyments, Pere Lee, colored, and others: and being the land conveyed to the aforesaid William H. Price by William S. Price and wife by their deed bearing date the nineteenth day of September, eighteen hundred and seventy, and recorded in Liber J. W. No. 7, folio 210 &c., a Land record book for Queen Anne's County aforesaid; to which said deed, and the references therein contained reference is hereby made for a more particular description of the land hereby conveyed.

Witness their hands and seals.

Witness as to Frances P. Hurst and
W. Oscar Hurst
Jas. G. Brown

FRANCES P. HURST (SEAL)

WM. OSCAR HURST (SEAL)

Witness as to Bessie P. Bennett, W.
Osborne Bennett, Laura S. Price,
Charles R. Price, Bertha E. Price,
Blanche V. Price, Frances A. G. Price,
Frank T. Price, Mordecai M. Price,
Nellie M. Price-
J. W. Woodford.

BESSIE P. BENNETT (SEAL)

W. OSBORNE BENNETT (SEAL)

LAURA S. PRICE (SEAL)

CHARLES R. PRICE (SEAL)

Witness as to Charles W. Butler and
Isabella Butler.
John M. Aker

BERTHA E. PRICE (SEAL)

MORDECAI M. PRICE (SEAL)

NELLIE M. PRICE (SEAL)

This represents
Six and fifty cents
Revenue Stps. F. P. H.
et al. 5-28-1901

BLANCHE V. PRICE (SEAL)

FRANCES A. G. PRICE (SEAL)

FRANK T. PRICE (SEAL)

C. W. BUTLER (SEAL)

Isabella C. Butler (SEAL)

State of Delaware, New Castle, to wit:

I hereby certify that on this twenty eighth day of May on the year nineteen hundred and One before me, the subscriber, a Notary Public of the State of Delaware, resident and doing business in New Castle County, in said state, personally appeared Francis P. Hurst and Wm. Oscar Hurst, her husband and did each acknowledge the foregoing deed of conveyance to be their respective act and deed.

In Testimony whereof I have hereunto subscribed my name and affixed my Notarial seal, on the day and in the year herein above written.

Notary Public
Seal.
New Castle Co.

Joseph G. Brown
Notary Public.

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

I hereby certify that on this thirtieth day of May, in the year nineteen hundred and One, before me, the subscriber, a Justice of the peace of the State of Maryland, in and for Queen Anne's County, personally appeared Bessie P. Bennett and W. Osborne Bennett of Caroline County, State of Maryland, but now temporarily in Queen Anne's County State aforesaid, Laura S. Price, Charles R. Price Bertha E. Price, Mordeciai M. Price, and Nellie M. Price, his wife, Blanche V. Price, Frank T. Price, and Frances A. G. Price, and did each acknowledge the foregoing deed of conveyance to be their respective act and deed.

J.W.W. Woodford
Justice of the Peace.

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

I hereby certify that on this 4th day of June, in the year nineteen hundred and one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County personally appeared Charles W. Butler and Isabella Butler, his wife, and did each acknowledge the aforesaid deed of conveyance to be their respective act and deed.

John M. Aker.
Justice of the Peace.

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

I hereby certify that the aforesaid is truly taken and copied from Liber J.E.G. No. 2, Folios 77, 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 First day of June, in the year nineteen hundred and thirty nine.

A. Sydney Gadd Jr. Clerk.

SEAL'S
PLACE

PLAINTIFFS EXHIBIT NO. 2
Filed June 2nd. 1939.

Queen Anne's County, to wit: be it remembered that on the twelfth day of June, in the year Nineteen Hundred and One the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this seventh day of June in the year nineteen hundred and One by Laura A. Price and Charles R. Price, her husband of Queen Anne's County, in the State of Maryland, Whereas the said Laura A. Price is now indebted unto The Centreville National Bank of Maryland, a body corporate, duly incorporated according to the Laws of United States of America, on the joint promissory note of herself and her said husband, bearing date the 6th day of June, in the year nineteen hundred and one and payable six months after date to the said body corporate, the said bank at its banking house in Centreville, in the county and state aforesaid, in the sum of thirty five hundred dollars, with a clause in same providing for payment of costs and attorneys commission if not paid at maturity; and whereas request has been made by said body corporate for collateral security for payment of the said indebtedness, evidenced and secured by the said note, and the said Laura A. Price is willing to comply with such request by the execution of these presents, with her husband joining therein: and whereas in consideration of such compliance on the part of the said Laura A. Price with said request of said body corporate for collateral security the said body corporate, the said bank, hath agreed, to extend the time for the payment of said indebtedness for the full period of seven years from the date of these presents by renewals of the said note from time to time, in whole or in some part thereof, the said renewals at no one time to exceed the period of six months with the agreement and understanding, however, that at each and every renewal of said note, in whole or part, the accruing interest or discount on the unpaid part thereof shall be paid promptly in advance for the renewal period,

together with such part of the principal debt as may at the time of said renewal be convenient for her to pay.

Now This Mortgage Witnesseth, that in consideration of the premises and of One dollar the said Laura A. Price, and Charles R. Price, her husband, do hereby grant and convey unto the said The Centreville National Bank of Maryland, a body corporate as aforesaid, its successors and assigns, in fee simple, all that farm, tract, part or parts of tracts of land situate in the fifth Election district of Queen Annes County aforesaid, known as "Prouses Park" and "Union", Chestnut "Meadows" or by whatsoever name or names the same may be called or known, containing two hundred and ten acres of land, more or less, being the farm whereon the said Laura A Price and her husband Charles R. Price now live, and adjoining the land of the heirs of Richard J. Carter, the heirs of William McKenny; and the lands of other, and being the farm land conveyed to the said Laura A Price by Frances P. Hurst and other by their deed bearing date the twenty eighth day of May, in the year nineteen hundred and One, and which is to be recorded in the land record books for Queen Anne's County aforesaid just before and next preceding this mortgage: To which said deed and the references therein contained, reference is hereby made for a more particular description of the land hereby conveyed. The interest in the said farm hereby conveyed being an undivided nine tenths interest. Together with all rights, roads, ways, water, privileges and advantages thereto belonging, or in any wise appertaining. Provided that if the said Laura A. Price, her heirs, executors, administrators or assigns, shall well and truly pay the aforesaid note for thirty five hundred dollars when due, or if there be a renewal or renewals thereof, shall well and truly pay such final renewal thereof when due, paying in the meantime the interest on the unpaid part of said indebtedness at the time of each renewal of the note given therefor, and so shall pay and discharge the whole of said indebtedness, and the interest accruing thereon, within the said period of seven years from the date of these presents, and shall perform all ~~the~~ the covenants and conditions herein, on her or their part to be performed, then this mortgage shall be void; and until default the said Laura A. Price, her heirs and assigns shall possess said property. And the said Laura A. Price and Charles R. Price covenant to pay as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of said debt, or any part thereof, and to insure, and pending this mortgage, to keep insured the improvements on said premises to the amount of their insurable value and to have the policy so framed or endorsed that the proceeds be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened on value. But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either as they severally fall due, or in any covenant or condition in this mortgage, then the whole debt intended hereby to be secured, and all moneys owing hereunder or secured hereby, shall be due and demandable, and the said body corporate The Centreville National Bank of Maryland, its successors or assigns or Philemon B. Hopper the Attorney named herein for the purpose are hereby authorized to sell said premises upon giving three weeks previous notice of the time, place, manner and terms of sale, in a newspaper published in Queen Annes 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 and to be secured by the notes of the purchaser with approved securities, and to apply the proceeds to the payment of first, all expenses incident to such sale (including compensation to the person making the sale, the same as to Trustees in Equity), second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to Laura A Price or whoever may be entitled to the same.

Witness their hands and seals.

WITNESS: J. W. W. Woodford

Laura A Price (SEAL)
Charles R. Price (SEAL)

This Represents
four fifty cent
Rev. Stamps L A P
6-7-1901

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

I hereby certify, that on this seventh day of June in the year nineteen hundred and One before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Laura A, Price, and Charles R. Price, her husband and did each acknowledge the foregoing mortgage to be their respective act.

J. W. W. Woodford J. P.

State of Maryland Queen Annes county, to wit:

I hereby certify, That on this Eleventh day of June on the year nineteen hundred and one before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James Bordley President of the Centreville National Bank of Maryland, body corporate mortgagee, and made oath in due form of law that he is the president of the said bank, the mortgagee, and that as such he is authorized to make the following oaths as to consideration and taxes and further made oath in due form of law, that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth: and also made oath in due form of law that the said mortgagee hath not required the mortgagors, their agent or attorney, or any person for the said

mortgagors, to pay the tax levied on the interest covenanted to be paid, in advance, nor will the said mortgagee require the same to be paid by the mortgagors or any person for them during the existence of this mortgage.

J.W.W. WOODFORD
Justice of the Peace.

Queen Anne's County, to wit: be it remembered that on the 6th day of August, in the year nineteen hundred and nine, the following Assignments were brought to be recorded, to wit:-

For value received, the within mortgage and the indebtedness hereby secured, is hereby assigned to Charles R. Price.

In testimony whereof, the body corporate, "The Centreville National Bank of Maryland," has caused its name to be hereunto signed by its President and its seal to be hereto attached this 6th day of August 1909.

Attest:-J.F. Rolph Cashier

The C'ville Nat'l. Bk. Of MD.
by Jas. Bordley, President

Seal

For value received, I hereby assign the within mortgage and the indebtedness hereby secured to The C'ville Nat'l. Bk. of Md."

Witness my hand and seal this 6th day of August, 1909.

Test: M.M. Price.

Chas. R Price

(SEAL)

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

February 5th, 1925, For value received The Centerville National Bank of Maryland through and by its President William R. Wilson, does hereby assign unto Charles R. Price the within and foregoing mortgage without recourse.

Test: J .F. ROLPH, Cashier

WM. R. WILSON
President Centreville Nat. Bank

Corporate
Seals
Place.

Queen Anne's County, to wit: Be it remembered the 17th day of March, in the year Nineteen Hundred and thirty-seven the following Assignment was brought to be recorded, to wit:

For value received, I Charles R. Price, do hereby transfer and assign the within and foregoing mortgage unto Mildred W. Price for the amount and to the extent of the balance due hereunder to wit: the sum of Twenty Eight Hundred dollars (\$2800.00) with interest from the 6th day of December, 1936, without recourse or guarantee.

Witness my hand and seal, this 17th day of March, 1937.

CHAS R. PRICE (seal)

Test. Wm. R. Horney

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J.E.G. NO. ", folios 79, 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 30th day of May, in the year nineteen hundred and thirty nine.

SEALS
PLACE.

A. SYDNEY GADD JR. Clerk.

PLAINTIFFS EXHIBIT NO. 3
Filed June 2nd. 1939.

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

This Deed of Conveyance, made this thirtieth day of April; in the nineteen hundred and two, by Philemon B. Hopper, of Queen Anne's County, State of Maryland, Trustee; Witnesseth: Whereas by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the eleventh day of November, in the year nineteen

hundred and one, in a cause in said court entitled Laura A. Price by Charles R. Price, her husband and next friend, vs, E. Ava. Price, widow, Herbert Price and Downes Price, Infants and being chancery cause No. 1563, the said Philemon B. Hopper was appointed trustee to sell the land therein decreed to be sold, and after comply with the requirements of said decree did sell the same to Laura A. Price, of Queen Anne's County, State of Maryland, for the full amount of two thousand dollars, which said sale was duly reported to the aforesaid court, and has been finally ratified and confirmed by the said court, as will fully appear by reference to the proceedings had in the aforesaid chancery cause No. 1563, And whereas, the said purchaser has fully paid the purchase money to the said trustee and is now entitled to a conveyance of said land. Now Therefore in consideration of the premises, and the amount of five dollars the said Philemon B. Hopper, trustee, doth hereby grant and convey unto the said Laura A. Price, her heirs and assigns, free, clear and discharges of all claim of all the parties to the aforesaid cause and of any and every person or persons claiming by, from or under them or any of them, All that farm, or tract of land, situate in the fifth election district of Queen Anne's County aforesaid, known as "Prouses Park", "Union" and "Chestnut Meadows", or by whatsoever name or names the same may be called or known, containing two hundred and ten acres of land, more or less, and being the farm whereon the said Laura A. Price and Charles R. Price her husband, live, and adjoining the land conveyed by W.S. Price to Richard J. Carter, the land conveyed by C. W. Ridgeley to William McKenney, the land conveyed to John B. Brown, trustee, and others, to George H. Hopper, the land conveyed by Charles H. Gibson, trustee, to Thomas W. Eliason, the lands of Henry J. McGlyments, Pere Lee, colored, and other, and being also the land conveyed to William H. Price and wife, by their deed bearing date the nineteenth day of September, eighteen hundred and seventy and recorded in Liber J. W. No. 7, folio 210 &c., a Land Record book for Queen Anne's County aforesaid: to which said deed and the references in same contained reference is hereby made for a more accurate and particular description of the land hereby granted.

Witness his hand and seal.

Witness: J.W. W. Woodford

Philemon B. Hopper (SEAL)

State of Maryland, Queen Annes County, to wit:

I hereby certify that, on this thirtieth day of April, in the year nineteen hundred and two before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Philemon B. Hopper, Trustee, and acknowledge the foregoing deed of conveyance to be his act and deed.

J.W.W. Woodford
Justice of the Peace.

State of Maryland, Queen Anne's County,

I hereby certify that the foregoing is truly taken and copied from Liber J. E. G. No. 3, folios 303, 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 this first day of June, in the year nineteen hundred and thirty nine.

A. Sydney Gadd Jr. Clerk.

SEALS
PLACE.

SUBPOENA
Filed June 3, 1939

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

TO

Charles R. Price, senior
Mildred W. Price.

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 June next, to answer the complaint of Lola Gertrude Dudley et al. 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 First Monday of May 1939
Issued the 2nd day of June 1939

A. Sydney Gadd Jr. Clerk.

B. Hackett Turner Jr. & Madison Brown.

Solicitor for Plaintiffs

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

A. Sydeny Gadd Jr. Clerk.

And on the back of the foregoing subpoena is the following endorsement, to wit:-

Served by reading and leaving copy with Charles R. Price Sr. and Mildred W. Price June 3, 1939

Edward E. Coursey
Sheriff of Queen Anne's Co.

ANSWER OF MILDRED W. PRICE, FOR HERSELF, AND ON BEHALF OF CHARLES R. PRICE, SR.
Filed June 20th. 1939.

LOLA GERTRUDE DUDLEY, ET AL. ,

vs.

CHARLES R. PRICE, SR. ET AL.

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

Cause No. 3212.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mildred W. Price, for herself, and on behalf of Charles R. Price, SR., who is both mentally and physically incapable of answering for himself, to the bill of complaint exhibited against them in this cause, respectfully shows:

1. That this respondent admits the matters and facts alleged in the first paragraph of said bill of complaint.
2. That this respondent admits the matters and facts alleged in the second paragraph of said bill of complaint, except the fact Laura A. Price became the owner by purchase of the undivided interest in the real estate mentioned and described in said paragraph, which this respondent denies, and alleges and avers that only a part of the purchase money for said undivided interest in said real estate was actually paid by said Laura A. Price out of her own funds, the balance (and the greater portion thereof) having been paid by said Charles R. Price, and although the whole of said undivided interest in said real estate was conveyed to said Laura A. Price it was against her wishes and desire.
3. That this respondent admits the matters and facts alleged in the third paragraph of said bill of complaint.
4. That this respondent admits the matters and facts alleged in the fourth paragraph of said bill of complaint.
5. That this respondent admits the matters and facts alleged in the fifth paragraph of said bill of complaint.
6. That this respondent admits the matters and facts alleged in the sixth paragraph of said bill of complaint.
7. That this respondent admits the matters and facts alleged in the seventh paragraph of said bill of complaint.
8. That this respondent admits the matters and facts alleged in the eighth paragraph of said bill of complaint, but alleges and avers that in addition to the mortgage indebtedness mentioned in said eighth as well as the seventh paragraphs of said bill of complaint, said real estate was also subject to the payment of certain other debts set forth in the proceedings in this Court entitled "Frances A. G. Price, et al. vs. Lola Gertrude Price, et al." being Cause No. 1913 on the chancery docket of this Court, and wherein this Honorable Court decreed a sale of said real estate or so much thereof as might appointed Thomas J. Keating, one of your Honors, and J. Frank Harper, now deceased, trustees to make said sale, but which said decree was, for reasons unknown to this respondent never executed.
9. That this respondent admits the matters and facts alleged in the ninth paragraph of said bill of complaint.
10. That this respondent admits the matters and facts alleged in the tenth paragraph of said bill of complaint.
11. That this respondent admits the matter and facts alleged in the eleventh paragraph of said bill of complaint.
12. That this respondent admits the matters and facts alleged in the twelfth paragraph of said bill of complaint, but alleges and avers that while said orators still own the property which descended to them, they hold the same subject to an implied agreement that said Charles R. Price is to occupy said farm as tenant and otherwise until the date of his death with the privilege of collection all of the rents, profits and income therefrom and deal with the same as if all of such rents, profits and income were his own, in exchange for which he was to (and did until he became mentally and physically incapable, and has since so far as this respondent has been able to do for him) pay the cost of all new buildings and fences erected on said real estate, the cost of all repairs to said buildings and fences (whether new or otherwise), the cost of all fertilizer and seeds used in the cultivation of said real estate, the cost of all fire

insurance premiums, and the cost of all other expenses of whatsoever nature incident to said real estate, as well as the interest on said mortgage and the taxes assessed against said real estate from year to year.

13. That this respondent admits the matters and facts alleged in the thirteenth paragraph of said bill of complaint.

14. That this respondent neither admits nor denies the matters and facts alleged in the fourteenth paragraph of said bill of complaint.

15. That this respondent denies the matters and facts alleged in the fifteenth paragraph of said bill of complaint, and alleges and avers that the purpose of said transactions referred to in the thirteenth and fourteenth paragraphs of said bill of complaint was to put said Charles R. Price in the position of the actual owner of said mortgage and the mortgage note thereby secured to the end that said mortgage note might be renewed from time to time instead of remaining past due in the hands of said Bank for want of the signature to said mortgage note of said Laura A. Price, who was then dead.

16. That this respondent ^{denies} the matters and facts alleged in the sixteenth paragraph of said bill of complaint, and alleges and avers that said note was paid out of funds belonging to said Charles R. Price, and to no other person or persons, hence the reason for the assignment by said Bank to said Charles R. Price, and further alleges and avers that had said mortgage been paid said Charles R. Price would have caused it to have been released by said Bank and not assigned by said Bank to him as was done.

17. That this respondent denies the matters and facts alleged in the sixteenth paragraph of said bill of complaint for the reasons set forth in paragraph twelve of this answer, and further alleges and avers that the orators and every of them to said bill of complaint not only ratified said implied agreement upon arrival at full legal age but have continued to abide by said implied agreement until said Charles R. Price became mentally and physically incapacitated and thereafter until recently.

18. That this respondent neither admits nor denies the matters and facts alleged in the eighteenth paragraph of said bill of complaint.

19. That this respondent denies that said Charles R. Price with the consent and knowledge of said Bank and because of the default in said mortgage took possession of the mortgage real estate to the exclusion of said orators, as alleged in the nineteenth paragraph of said bill of complaint, but this respondent admits that said Charles R. Price during the period mentioned in said paragraph nineteen cultivated the mortgaged real estate in the production of crops and live stock in the same manner as if he had been the sole owner of said real estate, and that he kept and retained all the net proceeds, if any, (for often there were none) of said crops and live stock, and paid all of the expenses (including taxes) incident to said real estate in accordance with said implied agreement hereinbefore set forth.

20. That this respondent alleges and avers that her answer ~~to~~ to said paragraph nineteen of said bill of complaint is also an answer to paragraph twenty of said bill of complaint.

21. That this respondent denies the matters and facts alleged in paragraph twenty one of said bill of complaint, and alleges and avers that no part of the balance due on the mortgage debt, to wit: the sum of \$2,800.00, has been paid, and that the whole thereof, with interest from the 6th day of December, 1938, still remains due and payable.

22. That this respondent denies the fact that said mortgage has been paid and has become void as alleged in paragraph twenty two of said bill of complaint, and that the assignment therein mentioned was pretended, but admits the assignment of said mortgage by said Charles R. Price to this respondent.

23. That this respondent denies the matters and facts alleged in paragraph twenty three of said bill of complaint.

24. That this respondent denies the matters and facts alleged in paragraph twenty four of said bill of complaint.

25. That this respondent admits the matters and facts alleged in paragraph twenty five of said bill of complaint.

26. That this respondent denies the matters and facts alleged in paragraph twenty six of said bill of complaint, especially the fact that said Charles R. Price refuses to account, for no accounting has been asked for, and this respondent alleges and avers that said orators are not entitled to an accounting for the reasons hereinbefore set forth, and further that said Charles R. Price is not

mentally or physically capable of rendering an accounting should one be asked for or required by this Honorable Court, not only because of his incapacity, but also because he has kept no records of his receipts and disbursements inasmuch as he thought none would be necessary in view of said implied agreement.

27. That this respondent emphatically denies the matters and facts alleged in paragraph twenty seven of said bill of complaint, and alleges and avers that said orators since the 1st day of January, 1939, have admitted and recognized the existence of said mortgage debt as evidenced by an agreement in writing between them and said Charles R. Price and this respondent dealing with the occupancy and management of said real estate, which said agreement was not executed because of some minor differences of opinion as to certain details of said agreement, none of which differences of opinion had to do with said mortgage or the indebtedness secured thereby.

28. That this respondent in answer to paragraph twenty eight of said bill of complaint alleges and avers that she has no intention of attempting to foreclose or assign said mortgage until after the final determination of this suit by this Honorable Court.

29. That this respondent denies the matters and facts alleged in paragraph twenty nine of said bill of complaint.

30. That this respondent alleges and avers that no answer is required to paragraph thirty of said bill of complaint.

31. That this respondent, further answering said bill of complaint alleges and avers that said orators have been guilty of laches in the bringing of this suit, and thereby have forfeited their rights, if any they had.

32. That this respondent, further answering said bill of complaint alleges and avers that said orators should have brought suit for an accounting within the proper time after their arrival at full legal age, and not deferred such action until after said Charles R. Price had become incapacitated both mentally and physically.

33. That this respondent, further answering said bill of complaint alleges and avers that said Charles R. Price, being mentally and physically incapable of attending to his affairs, this Honorable Court ought to appoint some suitable person to answer and defend this suit for him, to the end that his rights in the premises may be fully protected.

34. That said respondent, further answering said bill of complaint, and as a plea to the prayer in said bill of complaint for an accounting covering the period from the 6th day of August, 1909, to the 17th day of March, 1937, says: that the cause of action, covering the period from said 6th day of August, 1909, to the 2nd day of June, 1936, did not accrue within three years from the date of the filing of said suit.

Having fully answered said bill of complaint, this respondent prays to be dismissed with her costs.

And as in duty bound, etc.,

Mildred W. Price.
(Mildred W. Price)
Respondent.

SUBSCRIBED and SWORN to before me, the undersigned, the Clerk of the Circuit Court for Queen Anne's County, this 20th. day of June, 1939:

A. Sydney Gadd Jr.
Clerk

DEMURRER OF THE PLAINTIFFS TO THE ANSWER FILED BY MILDRED W. PRICE.
FILED Aug, 9th 1939

LOLA GERTRUDE DUDLEY, ET AL.,

Vs.

CHARLES R. PRICE, SR, ET AL.

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

Cause No. 3212

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. Lola Gertrude Dudley and the other plaintiffs of this cause, by B. Hackett Turner junior and Madison Brown, their attorneys demur to that part of paragraph 2 of the answer filed by Mildred W. Price on her behalf to the bill of complaint of the plaintiffs by which the defendant,

"alleges and avers that only a part of the purchase
"money for said undivided interest in said real estate
" was actually paid by said Laura A. Price out of
"her own funds, the balance (and the greater
" portion thereof having been paid by said Charles R.
"Price) and although the whole of said undivided
" interest in said real estate was conveyed to said Laura
" A. Price, it was against her wishes and desire",

because that part of said paragraph so demurred to is irrelevant, impertinent and foreign to the issue raised by the bill of complaint and should be expunged from the answer.

2. The plaintiff, by their attorneys, demur to that part of paragraph 8 of said answer by which the said Mildred W. Price

" alleges and avers that in addition to the mortgage indebtedness
" mentioned in said eighth as well as the seventh paragraphs
" of said bill of complaint said real estate was also subject
" to the payment of certain other debts set forth in the
" proceedings in this cause entitled " Frances A. G. Price
" et al vs. Lola Gertrude Price et al being cause No.
" 1913 on the Chancery Docket of this cause and wherein
" this Honorable Court decreed a sale of said real estate

" or so much thereof as might be necessary for the payment
 " of the debts due by said Laura A. Price and appointed
 " Thomas J. Keating, one of your Honors and J. Frank
 " Harper now deceased, Trustees to makesaid sale
 " but which decree was for reasons unknown to this re-
 " spondent, never executed",
 because that part of paragraph so demurred to is irrelevant, impertinent and foreign to the issue raised by the bill of complaint, and should be expunged from the answer.

3. The plaintiffs by their said Attorneys demur to all of paragraph 12 of the answer of Mildred W. Price except that part thereof contained in the words which read " this respondent admits the matters and facts alleged in the 12th paragraph of said bill of complaint", that is to say the plaintiffs demur to that part of said paragraph 12 which states the plaintiffs hold the land which descended to them from their Mother under an implied agreement between them and said Charles R. Price which implied agreement is set out in said paragraph (and therefore not deemed necessary to set same out again at this point) because that part of said paragraph so demurred to is insufficient in law, is impertinent and irresponsible and because said the implied agreement set up in said answer is void under the Statute of Frauds and because that part of said paragraph now demurred to does not state any case which will entitle the said Mildred W. Price to any relief in equity.

4. The plaintiffs by their said attorneys demur to that part of paragraph 16 of the said answer of Mildred W. Price, which
 "alleges and avers that if had said mortgage been
 "paid said Charles R. Price would have caused it
 " to have been released by said bank and not
 " assigned by said bank to him as was done"
 because that part of said paragraph so demurred to is argumentative, impertinent, expresses an opinion merely of the respondent, and a conclusion drawn by her, and presents a statement which because of its nature is not provable.

5. The plaintiffs by their said attorneys demur to that part of paragraph 17 of said answer of Mildred W. Price which sets up again the implied agreement mentioned in paragraph 12 of the answer. The reasons for this demurrer are the same reasons these plaintiffs give for their demurrer to paragraph 12 of the answer in paragraph 3 of this demurrer.

6. The plaintiffs, by their said attorneys, demur to the paragraph 26 of the said answer of Mildred W. Price which gives several reasons why the plaintiffs are not entitled to the accounting from or by Charles R. Price asked by the bill of complaint because the said paragraph and the said reasons therein contained are insufficient in law, and do not state such a case as entitles the defendant to any relief in this court.

7. The plaintiffs demur to paragraph 27 of said answer of Mildred W. Price except those words thereof which read "this respondent denies the matter and facts alleged in paragraph 27 of bill of complaint," because that part of said paragraph 27 of said answer now demurred to is insufficient in law and in equity, is impertinent and does not state such a case as entitles the defendant Mildred W. Price to any relief in a court of equity.

8. These plaintiffs demur to paragraph 32 of the answer of Mildred W. Price because the same is insufficient in law and does not state any facts or matters to entitle the defendant to any relief in this court.

9. The plaintiffs by the said attorneys, demur to the plea of limitation set up by Mildred W. Price by paragraph 34 of her answer for an accounting unto them by Charles R. Price because said plea is insufficient in law and in Equity and because the plea of limitations of 3 years set up in her answer to such accounting does not apply to and for the benefit of a mortgagee of land in possession of land in a suit between a mortgagor and /or her heirs against the mortgagee in a court of equity for an account of the rents and profits of the mortgaged land

Madison Brown

B. Hackett Turner Jr.
 Attorneys for Plaintiffs.

Laura A. Carter

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

I hereby certify that on this 9th day of August, in the year nineteen hundred and thirty nine before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Laura A. Carter one of the above named plaintiffs and did make oath in due form of law on behalf of her self and the other plaintiffs that these demurrers set forth above are not intended for delay.

A. Sydney Gadd, Jr. Clerk.

Filed August 9th 1939.

DEMURRER OF PLAINTIFFS
 TO ANSWER NOW FILED BY
 CHARLES R. PRICE.
 Filed August 9th. 1939.

LOLA GERTRUDE DUDLEY, ET AL.,

Vs.

CHARLES R, PRICE, SR. ET AL.

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

Cause No. 3212.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Lola Gertrude Dudley and the other above named plaintiffs by B. Hackett Turner, junior and Madison Brown, their attorneys demur to the paper writing filed by Mildred W. Price, as the answer of Charles R. Price, senior to bill of complaint of their cause, for the following reason, to wit:-

1. Because it appears from ^{said} paper writing that it was filed by Mildred W. Price on behalf of said Charles R. Price, senior without his authority.
2. Because it appears from said paper writing that it was filed by Mildred W. Price, on behalf of Charles R. Price, senior without legal authority on her part to do so.
3. Because said paper writing is not in fact the answer of said Charles R. Price, senior.
4. Because said Mildred W. Price states in said paper writing that said Charles R. Price, senior, is both mentally and physically incapable of answering said bill of complaint for himself.

Laura A. CarterMadison BrownB. Hackett Turner Jr.

Attorneys for the plaintiffs.

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

I hereby certify that on this 9th day of August in the year nineteen hundred and thirty nine before me, the subscriber the Clerk of the Circuit Court for Queen Anne's County, personally appeared Laura A. Carter one of the above named plaintiffs and made oath in due form of law on behalf of herself and the other plaintiffs that this demurrer is not intended for delay.

A. Sydney Gadd Jr. Clerk.

PETITION FOR AUTHORITY TO
WITHDRAW ANSWER OF MILDRED W. PRICE
ON BEHALF OF HERSELF AND
CHARLES R. PRICE, SR.
Filed July 31, 1940

LOLA GERTRUDE DUDLEY, ET AL.,

vs.

CHARLES R. PRICE, SR., ET AL.

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

Cause No. 3212.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Mildred W. Price, unto your Honors, respectfully shows :

1. That as will appear by reference to the proceeding in this cause your petitioner, on the 20th day of June 1931, filed an answer to the bill of complaint in this cause on her own behalf of Charles R. Price, Sr., alleging that he, said Charles R. Price, Sr., was mentally and physically incapable of answering for himself.

2. That thereafter, to wit: on the 9th day of August, 1939, the plaintiffs filed two demurrers to said answer, one to the answer as filed as filed by your petitioner, and the other to the answer filed for and on behalf of said Charles R. Price, Sr.

3. That said plaintiffs and your petition have reached an agreement to the effect: (a) that your petitioner is to file this petition for authority to withdraw said answer on behalf of herself and said Charles R. Price, Sr., and fore permission to file another answer on her own behalf only; and (b) that upon the filing of said other answer on her own behalf only, the plaintiffs and your petitioner are to file a joint petition for the appointment of a guardian ad litem to answer and defend this suit on behalf of said Charles R. Price, Sr.

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing her to withdraw said answer filed on behalf of herself and said Charles R. Price, Sr., and permitting her to file another answer on behalf of herself alone.

And as in duty bound, etc.,

Filed July 31, 1940.

Wm. R. Horney
(William R. Horney)
Solicitor for Mildred W. Price.

ORDER OF COURT

Upon the foregoing petition, IT IS ORDERED, this 2nd. day of August, 1940, by Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Mildred W. Price be and she is hereby authorized to withdraw the answer heretofore filed in this cause on behalf of herself and on behalf of Charles R. Price, Sr., and permission is hereby granted unto said Mildred W. Price to file another answer on behalf alone within fifteen days from the date of this order.

J. Owen Knotts
Judge.

Filed Aug. 3, 1940.

AMENDED ANSWER OF
MILDRED W. PRICE
Filed August 15, 1940.

LOLA GERTRUDE DUDLEY, ET AL.,
vs.

CHARLES R. PRICE, SR., ET AL.

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

Cause No. 3212.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The amended answer of Mildred W. Price to the bill of complaint exhibited against her and Charles R. Price, Sr., in this cause respectfully shows:

1. That this respondent admits the matters and facts alleged in the first paragraph of said bill of complaint.
2. That this respondent neither admits nor denies the matters and facts alleged in the second paragraph of said bill of complaint.
3. That this respondent admits the matters and facts alleged in the third paragraph of said bill of complaint.
4. That this respondent admits the matters and facts alleged in the fourth paragraph of said bill of complaint.
5. That this respondent admits the matters and facts alleged in the fifth paragraph of said bill of complaint.
6. That this respondent admits the matters and facts alleged in the sixth paragraph of said bill of complaint.
7. That this respondent admits the matters and facts alleged in the seventh paragraph of said bill of complaint.
8. That this respondent admits the matters and facts alleged in the eighth paragraph of said bill of complaint, but alleges and avers that in addition to the mortgage indebtedness mentioned in said eighth as well as the seventh paragraph of said bill of complaint, said real estate was also subject to the payment of certain other debts set forth in the proceedings in this Court entitled "Frances A. G. Price, et al. vs. Lola Gertrude Price, et al." being Cause No. 1913 on the chancery docket of this Court, and wherein this Honorable Court decreed a sale of said real estate or so much thereof as might be necessary for the payment of the debts due by said Laura A. Price, and appointed Thomas J. Keating, one of your Honors, and J. Frank Harper, now deceased, trustees to make said sale, but which said decree was, for reasons unknown to this respondent, never executed.
9. That this respondent admits the matters and facts alleged in the ninth paragraph of said bill of complaint.
10. That this respondent admits the matters and facts alleged in the tenth paragraph of said bill of complaint.
11. That this respondent admits the matters and facts alleged in the eleventh paragraph of said bill of complaint.
12. That this respondent admits the matters and facts alleged in the twelfth paragraph of said bill of complaint, but alleges and avers that while said orators still own the property which descended to them, they hold the same subject to an implied agreement agreement that said Charles R. Price is to occupy said farm as tenant and otherwise until the date of his death with the privilege of collecting all the rents, profits and income therefrom and deal with the same as if all of such rents, profits and income were his own, in exchange for which he was to (and did until he became mentally and physically incapable, and has since so far as this respondent has been able to do for him) pay the cost of all new buildings and fences erected in said real estate, the cost of all repairs to said buildings and fences (whether new or otherwise), the cost of all fertilizer and seed used in the cultivation of said real estate, the cost of all fire insurance premiums, and the cost of all other expenses of whatsoever nature incident to said real estate, as well as the interest on said mortgage and the taxes assessed against said real estate from year to year.
13. That this respondent admits the matters and facts alleged in the thirteenth paragraph of said bill of complaint.

14. That this respondent neither admits nor denies the matters and facts alleged in the fourteenth paragraph of said bill of complaint,
15. That this respondent denies the matters and facts alleged in the fifteenth paragraph of said bill of complaint, and alleges and avers that the purpose of said transactions referred to in the thirteenth and fourteenth paragraph of said bill of complaint was to put said Charles R. Price in the position of the actual owner of said mortgage and the mortgage note thereby secured to the end that said mortgage note might be renewed from time to time instead of remaining past due in the hands of said Bank for want of the signature to said mortgage note of said Laura A. Price, who was then dead.
16. That this respondent denies the matters and facts alleged in the sixteenth paragraph of said bill of complaint, and alleges and avers that said note was paid out of funds belonging to said Charles R. Price, and to no other person, hence the reason for the assignment by said Bank to said Charles R. Price.
17. That this respondent denies the matters and facts alleged in the seventeenth paragraph of said bill of complaint for the reasons set forth in paragraph twelve of this answer, and further alleges and avers that the orators and every of them to said bill of complaint not only ratified said implied agreement upon arrival at full legal age but have continued to abide by said implied agreement until said Charles S. Price became mentally and physically incapacitated and thereafter until recently.
18. That this respondent neither admits nor denies the matters and facts alleged in the eighteenth paragraph of said bill of complaint.
19. That this respondent denies that said Charles R. Price with the consent and knowledge of said Bank and because of the default in said mortgage took possession of the mortgaged real estate to the exclusion of said orators, as alleged in the nineteenth paragraph of said bill of complaint, but this respondent admits that said Charles R. Price during the period mentioned in said paragraph nineteen cultivated the mortgaged real estate in the production of crops and live stock in the same manner as if he had been the sole owner of said real estate, and that he kept and retained all the net proceeds, if any, (for often there were none), of said crops and live stock and paid all of the expenses (including taxes) incident to said real estate in accordance with said implied agreement hereinbefore set forth.
20. That this respondent alleges and avers that her answer to said paragraph nineteen of said bill of complaint is also an answer to paragraph twenty of said bill of complaint.
21. That this respondent denies the matters and facts alleged in paragraph twenty one of said bill of complaint, and alleges and avers that no part of the balance due in the mortgage debt, to wit: the sum of \$2,800.00, has been paid, and that the whole thereof, with interest from the 6th day of December, 1938, still remains due and payable.
22. That this respondent denies the fact that said mortgage has been paid and has become void as alleged in paragraph twenty two of said bill of complaint, and that the assignment therein mentioned was pretended, but admits the assignment of said mortgage by said Charles R. Price to this respondent.
23. That this respondent denied the matters and facts alleged in paragraph twenty three of said bill of complaint.
24. That this respondent denies the matters and facts alleged in paragraph twenty four of said bill of complaint.
25. That this respondent admits the matters and facts alleged in paragraph twenty five of said bill of complaint.
26. That this respondent denies the matters and facts alleged in paragraph twenty six of said bill of complaint, especially the fact that said Charles R. Price refuses to account, for no accounting has been asked for, and this respondent alleges and avers that said orators are not entitled to an accounting for the reasons hereinbefore set forth.
27. That this respondent emphatically denies the matters and facts alleged in paragraph twenty seven of said bill of complaint, and alleges and avers that said orators since the 1st day of January, 1939, have admitted and recognized the existence of said mortgage debt as evidenced by an agreement in writing between them and said Charles R. Price and this respondent dealing with the occupancy and management of said real estate, which said agreement was not executed because of some minor differences of opinion as to certain details of said agreement, none of which differences of opinion had to do with said mortgage or the indebtedness secured thereby.
28. That this respondent in answer to paragraph twenty eight of said bill of complaint alleges and avers that she has no intention of attempting to foreclose or assign said mortgage until after the final determination of this suit by this Honorable Court,
29. That this respondent denies the matters and facts alleged in paragraph twenty nine of said bill of complaint.
30. That this respondent alleges and avers that no answer is required to paragraph thirty of said bill of complaint.
31. That this respondent, further answering said bill of complaint alleges and avers that said orators have been guilty of laches in the bringing of this suit, and thereby forfeited their rights, if any they had.

32. That this respondent, further answering said bill of complaint alleges and avers that said orators should have brought suit for an accounting within the proper time after their arrival at full legal age, and not deferred such action until after said Charles R. Price had become incapacitated both mentally and physically.

33. That this respondent, further answering said bill of complaint alleges and avers that said Charles R. Price, being mentally and physically incapable of attending to his affairs, this Honorable Court ought to appoint some suitable person to defend this suit for him, to the end that his rights in the premises may be fully protected.

34. That said respondent, further answering said bill of complaint, and as a plea to the prayer in said bill of complaint for an accounting covering the period from the 6th day of August, 1909, to the 7th day of March, 1937, says: that the cause of action, covering the period from said 6th day of August, 1909, to the 2nd day of June, 1936, did not accrue within three years from the date of the filing of said suit.

Having fully answered said bill of complaint, this respondent prays to be dismissed with her costs.

And as in duty bound, etc.,

Mildred W. Price.
(Mildred W. Price),
Respondent.

SUBSCRIBED and SWORN to before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, this 15th day of August, 1940:

A. Sydney Gadd Jr.
Clerk.

Filed August 15, 1940.

PETITION FOR APPOINTING
GUARDIAN AD LITEM
Filed Sept. 26, 1940

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

LOLA GERTRUDE DUDLEY, ET AL.,	|	CAUSE
versus	|	NUMBER
	|	3212.
CHARLES R. PRICE SR. , ET AL.	|	

To the Honorable, the judge of said Court:-

The joint petition of Lola Gertrude Dudley and the other plaintiffs of this cause by B. Hackett Turner junior and Madison Brown, their attorneys, and of Mildred W. Price, one of the defendants by William R. Horney, her attorney, unto Your Honors respectfully sets forth:-

1. That the process heretofore issued in this cause for the appearance of Charles R. Price, senior to the bill of complaint filed in this cause against him has been returned by the sheriff as served.
2. That the said Charles R. Price, senior is the father of the plaintiffs and is the husband of said Mildred W. Price the defendant.
3. That the said Charles R. Price senior is now both mentally and physically in capable of filing an answer to the bill of complaint of this cause and of defending the suit instituted against him by said bill; that he was in such condition of mind and body when he was served with process and he has continued in that condition from the time of said service to the present time.
4. Your petitioners therefore pray Your Honors to pass an order appointing some suitable person guardian ad litem to appear and answer said bill of complaint for said Charles R. Price senior and to defend the suit instituted against him by said bill for him.

Respectfully submitted,

Madison Brown
B. Hackett Turner Jr.
Plaintiffs' Attorneys

Wm. R. Horney
Attorney for Mildred W. Price.
Filed Sept. 26, 1940.

DEMURRER OF PLAINTIFFS TO AMENDED ANSWER
OF MILDRED W. PRICE TO BILL OF
COMPLAINT,
Filed Nov. 28th. 1940.

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

Lola Gertrude, et al.,	|	CAUSE
versus	|	NUMBER
Charles R. Price sr., et al.	|	3212.

Demurrer of Plaintiffs to Amended Answer of Mildred W. Price to Bill of Complaint.

To the Honorable, the Judges of said Court:-

1. Lola Gertrude Dudley and the other plaintiffs of this casue by B. Hackett Turner, junior and Madison Brown, their attorney's demur to that part of paragraph eight of said answer by which the said Mildred W. Price "alleges and avers that in addition to the mortgage indebtedness mentioned in said eighth as well as the seventh paragraph of said bill of Complaint said real estate was also subject to the payment of certain other debts set forth in the proceedings in the Court entitled "Frances A. G. Price et al. vs. Lola Gertrude Price et al." being cause No. 1913 on the Chancery Docket of this Cause and wherein this Honorable Court decreed a sale of said real estate or so much thereof as might be necessary for the payment of the debts due by said Laura A. Price and appointed Thomas J. Keating, one of your Honors and J. Frank Harper, now deceased, Trustees to make said sale but which decree was for reasons "unknown to this respondent, never executed", because that part of paragraph so demurred to is irrelevant, impertinent and foreign to the issue raised by the bill of complaint, does not state any case which entitles said Mildred W. Price to any relief in equity and same should be expunged from the answer.
2. The plaintiffs by their said Attorney's demur to all of paragraph twelve of the answer of Mildred W. Price except that part thereof contained in the word which read "this respondent admits the matters and facts alleged in the twelfth paragraph of said bill of complaint", that is to say, the plaintiffs demur to that part of said paragraph twelve which states the plaintiffs hold the land which descended to them from their mother under an implied agreement between them and said Charles R. Price which implied agreement is set out in said paragraph (and therefore not deemed necessary to set same out again at this point) because that part of said paragraph so demurred to is insufficient in law, is impertinent and irresponsible and because said the implied agreement set up in said answer is void under the Statute of Frauds and because that part if said paragraph now demurred to does not state any case which will entitle the said Mildred W. Price to any relief in equity.
3. The plaintiffs by their said attorney's demur to that part of paragraph seventeen of said answer by which said Mildred W. Price "alleges and avers that the orators (plaintiffs) and every of thenot only ratified the said implied agreement upon arrival at full legal age but have continued to abide by said implied agreement until said Charles S. Price became mentally and physically incapacitated and therefore until recently" because the same is insufficient in law and in equity is impertinent and irresponsible, because said implied agreement is void under the Statute of Frauds and does not state any case to entitle Mildred W. Price to any relief in equity,
4. The plaintiffs by their said attorneys demur to that part of paragraph twenty-six of said answer which state that the plaintiffs are not entitled to an accounting from or by Charles R. Price as asked by the bill of complaint because same is insufficient in law and does not entitle Mildred W. Price to any relief in this Court.
5. The plaintiffs demur to paragraph twenty-seven of said answer except as to those words which read "this respondent denies the matter and facts alleged in paragraph twenty seven of the bill of complaint" because that part of said paragraph now demurred to is insufficient in law and in equity, is impertinent and does not present such a case as entitles said Mildred W. Price to any relief in this Court.
6. These plaintiffs demur to paragraph thirty-two of the answer of Mildred W. Price because the same is insufficient in law and does not state any facts or matters to entitle the defendant to any relief in this Court.
7. The plaintiffs by the said attorneys, demur to the plea of limitation set up by Mildred W. Price by paragraph thirty-four of her answer for an accounting unto them by Charles R. Price because said plea is insufficient in law and in Equity and because the plea of limitations of three years set up in her answer to such accounting does not apply to and for the benefit of a mortgagee of land in possession of land in a suit between in a Court of Equity for an account of the rents and profits of the mortgaged land,

Laura A. Carter

Madison Brown
 rMadison Brown

B. Hackett Turner Jr.
 Attorneys for Plaintiffs.

State of Maryland, Queen Anne's County, to wit:
 I hereby certify that on this 25th day of
 September in the year nineteen hundred and forty
 before me, the subscriber, the Clerk of the Circuit
 Court for Queen Anne's County, personally
 appeared Laura A. Carter on the plaintiffs named
 above and she did make oath in due form of law

on behalf of herself and the other plaintiffs that the above demurrer is not intended for delay.

A. Sydney Gadd Jr.
Clerk of Circuit Court for Queen Anne's County.

Filed Nov. 28th, 1940.

ORDER OF COURT.

Ordered, this 2nd. day of December in the year nineteen hundred and forty by the Circuit Court for Queen Anne's County, in Equity upon the foregoing petition that Frank T. Price be, and he is hereby appointed guardian ad litem to appear and answer for Charles R. Price ssnior, a defendant of above cause and to defend this suit for him.

J. Owen Knotts
Judge.

Filed Feb. 3rd. 1941.

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

I hereby certify that on this 25th day of September in the year nineteen hundred and forty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared Laura A. Carter and made oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated to the best of her knowledge and belief.

A. Sydney Gadd Jr.
Clerk of Circuit Court.

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

I hereby certify that on this 25th day of September in the year nineteen hundred and forty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared Mrs. Mildred W. Price and made oath in due form of law that the matters and things set forth in the foregoing petition are true as therein set forth to the best of her knowledge and belief.

A. Sydney Gadd Jr. Clerk.

SECOND AMENDED ANSWER
OF MILDRED W. PRICE.
Filed Feb. 3rd. 1941.

LOLA GERTRUDE DUDLEY, ET AL.,
VS.
CHARLES R. PRICE SR., ET AL.

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In the Circuit Court for Queen
Anne's County in Equity
Cause No. 3212.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The second amended answer of Mildred W. Price to the eighth, twelfth and seventeenth paragraphs of the bill of complaint exhibited against her and Charles R. Price, Sr., in this cause, as well as an amendment of paragraph thirty two of the (first) amended answer of said Mildred W. Price to said Mildred W. Price to said bill, respectfully shows:

8. That this respondent admits the matters and facts alleged in the eighth paragraph of said bill of complaint.

12. That this respondent admits the matters and facts alleged in the twelfth paragraph of said bill of complaint, but alleges and avers that said Charles R. Price, during the infancy of the orators, occupied said farm as tenant and in his own right by virtue of his dower interest therein and collected all of the rents, profits and income therefrom, and paid the cost of all new buildings and fences erected thereon, the cost of all repairs to said buildings and fences (whether new or otherwise), the cost of all fertilizers and seeds used in the cultivation thereof, the cost of all fire insurance premiums, and the cost of all other expenses of whatsoever nature incident to said farm, as well as the interest on said mortgage and the taxes assessed against the mortgaged from year to year; and that said Charles R. Price, upon the arrival of each of the orators at full legal age and thereafter from time to time informed them and each of them as to what he had done in connection with said farm during their infancy, and of his desire to continue to occupy said farm in the same manner and under circumstances as he had theretofore been doing, that is to say: to continue to collect all of the rents, profits and income therefrom in exchange for which he was to (and did until he became mentally and physically incapable, and has since so far as this respondent has been able to do for him) pay the cost of all the items hereinbefore enumerated until the date of his death, at which time the plaintiffs were to take possession and become the owners of whatever had become attached to the realty during the occupancy of said Charles R. Price, subject only to the payment of said mortgage indebtedness; to all of which said orators made no objection and acquiesced therein until on or about the 1st day of January, 1939.

17. That this respondent denies the matters and facts alleged in the seventeenth paragraph of said bill of complaint for the reason set forth in paragraph 12 of

this answer, and further alleges and avers that the orators and every of them to said bill of complaint, by their acts, not only ratified what had been done by said Charles R. Price during their infancy upon their arrival at full legal age but continued to acquiesce in what he did thereafter (and ever after he had become mentally and physically incapacitated) until on or about the 1st day of January, 1939,

32. That this respondent, further answering said bill of complaint, alleges and avers that said orators should have brought suit for an accounting covering the period from August 6th, 1909, (when they allege that said Charles R. Price became a mortgagee in possession, but which this respondent denies), to the date the youngest of them arrived at full legal age within a proper time after the arrival of all of them at full legal age, or, in any event should have brought suit for an accounting within a proper time after the 25th day of February, 1925, (when they allege said mortgage was paid in full, but which this respondent denies), and should not have deferred such action for more than fourteen years, and until after said Charles R. Price had become incapacitated both mentally and physically.

having fully answered said bill of complaint by said (first) amended answer and this second amended answer, this respondent prays to be dismissed with her costs.

and as in duty bound, etc.,

Mildred W. Price
(Mildred W. Price)
Respondent.

SUBSCRIBED and SWORN to before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's county, this 3rd- day of February, 1941:

A. Sydney Gadd Jr.
Clerk;

Filed Feb. 3, 1941.

DEMURRER OF PLAINTIFFS
to
SECOND AMENDED ANSWER OF
MILDRED W, PRICE TO BILL
OF COMPLAINT.
Filed Feb. 8th, 1941.

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

Lola Gertrude Dudley et al., 0 CAUSE
 0
 0 NO. 3212.
Charles R. Price sr., et al., 0

Demurrer of the plaintiffs to the amended answer called "Second Amended Answer" of Mildred W. Price filed February 3, 1941.

To the Honorable, the Judges of said Court:

1. Lola Gertrude Dudley and the other plaintiffs of this cause by B. Hackett Turner jr. and Madison Brown, thier attorneys, demur to all of paragraph 12 of said answer with the exception of that part thereof which is contained in the following words, to wit:

"That this respondent admits the mat-
ters and facts alleged in the twelfth
paragraph of said bill of complaint"

because that part of said paragraph so demurred to is irrelevant, is impertinent and is foreign to the issue raised by the bill of complaint, does not state anycase which entitles Mildred W. Price to any relief in equity and the same should be expunged from said answer.

2. The plaintiffs by their said attorneys demur to paragraph 17 of said amended answer because the same is insufficient in law, is impertinent, is irresponsive and the same does not state anycase which will entitle said Mildred W, Price to any relief in equity.

3. The plaintiffs, by their said attorney's demur to paragraph 32 of said answer because the same is insufficient in law and in equity and because the plea of limitations and laches therein contained against an accounting on the part of the mortgagee does not apply to nor for the benefit of a mortgagee in possession of land in a suit brought by the mortgagor and/or her assigns against the mortgagee in possession in a court of equity for an accounting on the part of the mortgagee of the rents and profits received by him from the mortgaged land while in possession thereof.

Madison Brown

B. Hackett Turner Jr.
Plaintiff's Attorney's

Laura A. Carter

Filed Feb, 8th. 1941.

State of Maryland, Queen Anne's County, to wit:
 I hereby certify that on this 8th day of February in the year nineteen hundred and forty one before me, the subscriber, the clerk of the circuit Court for Queen Anne's County, personally appeared Laura A. Carter one of the plaintiffs named in above and she did make oath in due form of law on behalf of herself and the other plaintiffs that the above demurrer is not intended for delay.

A. Sydney Gadd Jr.
 Clerk of Circuit Court for
 Queen Anne's County.

Filed Feb. 8th, 1941.

PETITION AND ORDER FOR
 AMENDMENT OF BILL OF
 COMPLAINT.
 Filed Feb. 10-1941.

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

Lola Gertrude Dudley et al.,

versus

Charles R. Price et al.,

0
0
0
0
0
0
0

CAUSE NO. 3212.

To the Honorable, the Judges of said Court:-

The petition of Lola Gertrude Dudley and the other plaintiffs of the bill of complaint filed in cause unto Your Honors respectfully sets forth:-

1. That Mildred W. Price, the defendant, filed in this cause on February 3rd, 1941 her second amended answer to the bill of complaint herein and she alleged in paragraph 32 of this answer such matters as to make it necessary for your plaintiffs to amend their bill and this they desire to do in the following manner, to wit:
2. They desire to add to said bill of complaint a paragraph to show the dates of the births of your orators and the several dates at which they arrival at full age.
3. They desire to add to said bill a paragraph to show that they, your orators, did not know until after March 17, 1937 (the date upon which their father, Charles R. Price assigned and transferred unto said Mildred W. Price, his second wife, the mortgage described in said bill) that they, your orators, had taken on the death of their mother, as her heirs at law, such an estate in and title to the mortgaged land as to entitle them to immediate possession of the mortgaged land and to the income produce and profits thereof, subject to the dower right of their father in one third part of the mortgaged land and they, your orators, soon after the death of their mother acquired the impression and the belief from the said Charles R. Price, their father, that he Charles R. Price, their father took upon the death of their mother an estate for his life in the whole of the mortgaged land with the sole right of possession and the right to all the income, profits and produce of the land to the exclusion of your orators and that the rights of your orators to the possession of the land and the income therefrom would not arise until the death of their father and that your orators acted under this impression belief from the death of their mother until sometime after the 17th. day of March, 1937 and that it was not until after the date just mentioned that they learned their full rights and to the contrary of the impression and belief under which they had been acting;
4. That they desire to add to said bill a paragraph to show that it was not until after March 17th., 1937 (the date when Charles R. Price assigned said mortgage to Mildred W. Price) that they learned the particulars of said mortgage, the amount of the same when the mother died, the names of the persons who held the mortgage when their mother died and between that date and March 17th., 1937; that they did learn until after March 17th., 1937 that their father had ever held the mortgage and to show that all they ever heard concerning a mortgage on their mother's land was from their father to the effect that their mother had left a mortgage on the land, that he had paid the same and that at his death the mortgaged land or the land left by their mother would be theirs clear of any mortgage
5. Your Petitioners therefore pray and move the Court to grant them leave to amend their bill as above set forth.

Respectfully submitted,

L. Gertrude Dudley

Laura A. Carter

C. Roland Price Jr.

B. Hackett Turner Jr.

Madison Brown

Attorneys for the Petitioners.

Filed Feb. 10- 1941

ORDER OF COURT:-
Filed Feb.,10th, 1941.

The foregoing prtition has been read and considered:

It is on this 10 th day of February, 1941, ordered by the Circuit Court for Queen Anne's County in Equity that leave be and the same is hereby granted to the plaintiffs filing said petition to amend their said bill of complaint in the manner setforht in said petition: and the defendants are granted the right to file their answer to said amended bill within thirty daysfrom the date of the filing of the said amended bill.

J. Owen Knotts
Judge.

Filed Feb, 10th, 1941.

AMMENDED BILL
OF COMPLAINT.
Filed Feb. 18th. 1941.

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

Lola Gertrude Dudley,)	
Mary Edna Dudley,)	
Charles Roland Price, junior,	)	Chancery
William Bryan Price,)	
Laura Agnes Carter,.. . . . .plaintiffs,	)	Cause
)	
VERSUS	)	No.3212
)	
Charles R. Price, seniör,)	
Mildred W. Price,defendants.)	

THE AMENDED BILL OF COMPLAINT OF THE ABOVE MANED PLAINTIFFS.

To the Honorable, the Judges of said court:-

Your orators, by way of amended bill, complaining, say:-

1. That the de fendant, Charles R. Price, senior, on the fourth day of January, 1893 was married to one Laura Agnes Rhodes and thereafter his wife became Laura Agnes Price but as she was soon better known to her friends and acquaintances as Laura A. Price she will hereafter in thes bill be called Laura A. Price.
2. That on or about the 28th day of May,1901, the said Laura A. Price became the owner by purchase of certain real estate consisting of nine undivided tenth parts in, to and of a farm or tract of land called "Prouses Park"and"Chestnut Meadows" situate in the Fifth Election District of Queen Anne's County aforesaid, containing 210 acres of land, more or less, which real estate was conveyed unto thesaid Laura A. Price by Frances P. Hurst and others by deed bearing date May 28, 1901 and duly recorded in Liber J.E.G. No. 2, a land record book of said county, on folios 77, etc.
A certified copy of this deed endorsed "Plaintiffs' Exhibit No.1" is filed with this bill as part of the same.
3. That at the time of the purchase of said real estate and on the date of said deed the said Charles R, Price and Laura A. Price, his wife were living on the farm ofwhich said real estate was part and they continued to live on said farm as husband and wife until the date of the death of said Laura A, Price as hereinafter set forth.
4. That on or about the 6th day of June, 1901, said Laura A. Price borrowed of the Centreville National Bank of Maryland, a corporation hereinafter referred to and called the "Bank", the sum of thirty-five hundred dollars on the joint promissory note of herself and her husband, given for said sum, dated June 6, 1901, and payable to the order of said Bank, six months after date and to secure the payment of said note and renewals thereof she conveyed said real estate so conveyed unto her as afresaid unto said Bank by way of a mortgage in which her husband joined bearing date June7, 1901, and this mortgage was duly recorded in the land record book above mentioned on folios 79, etc.
A certified copy of this mortgage endorsed "Plaintiffs' Exhibit No.2" and of the assignments thereof hereinafter mentioned is filed with this bill as part of the same
5. That by a deed bearing date April 30, 1902, given to the said Laura A. Price by Philemon B. Hopper, trustee, the said Laura A. Price became the owner in fee of that one undivided tenth part of the entire farm mentioned in deed above referred to which she did not acquire by the said first mentioned deed.
The last mentioned deed was duly recorded among the land record books of said county in Liber J. E. G. No. 3, on folios 303, etc., and a certified copy of the same is filed with this bill as part of the same.
6. That the farm above mentioned since the dates of said deeds has become known in the neighborhood of its location by the name of "The Charles R. Price Farm" rather than by the names given same by the deeds and is situated on that public road which branches from the Queenstown-Wye Mills State Road at the farm called "Bloomingdale" to lead across the railroad tracts to the town of Centreville.

7 That the amount of the original indebtedness described in the mortgage above mentioned was by sundry payments made thereon in the lifetime of Laura A. Price reduced to the sum of \$2800.00 so that at the time of her death as hereinafter mentioned there was due to said Bank the sum of \$2800.00 represented by the joint note of herself and her husband dated August 5, 1908, and payable six months after date with interest from August 5, 1908.

8. That the said Laura A. Price, a resident of Queen Anne's County, departed this life on the 31st day of July, 1909, intestate, seised and possessed of the above described mortgaged real estate which was at that time subject to the mortgage indebtedness mentioned on the preceding paragraph and seised and possessed also of that one-tenth part of the entire farm acquired by the deed last mentioned and this entire farm constituted the home of said husband and wife and their children when she died.

9. That the said Laura A. Price left surviving her at the time of her death her said husband, Charles R. Price, senior, who is yet living and who is a defendant to this bill of complaint.

10. That the said Charles R. Price took or acquired upon the death of his wife as aforesaid an estate on one-third of the land of which she died seised and possessed called in law "his dower" but as he united with her in said mortgage he took his said estate in the mortgaged real estate subject to said mortgage and the debt due thereby at the time of her death.

11. That the said Laura A. Price at the time of her death as aforesaid left surviving her as her only heirs at law the following named children (who are also the children of said Charles R. Price, senior), to wit:-

- (1) A daughter, Lola Gertrude Price, now Lola Gertrude Dudley, the plaintiff;
- (2) A daughter, Mary Edna Price, now Mary Edna Dudley, the plaintiff;
- (3) A son, Charles Roland Price, junior, the plaintiff;
- (4) A son, William Bryan Price, the plaintiff and
- (5) A daughter, Laura Agnes Price, now Laura Agnes Carter.

12. That the dates of birth of your orators, the dates of their arrival at full age and their ages at death of their mother are as follows:-

(1) Lola Gertrude Dudley was born November 10, 1893, was of full age November 10, 1914 and she was 15 years, 8 months and 21 days old when her mother died.

(2) Mary Edna Dudley was born December 9, 1894, was of full age December 9, 1915 and was 14 years, 7 months and 22 days old when her mother died.

(3) Charles Roland Price was born March 19, 1897, was of full age on March 19, 1918 and was 12 years, 4 months and 12 days old when his mother died.

(4) William Bryan Price was born April 25, 1898, was of full age on April 25, 1919 and was 11 years, 3 months and 6 days old when his mother died.

(5) Laura Agnes Carter was born September 15, 1899, was of full age on September 15, 1920 and was 9 years, 8 months and 16 days old when her mother died.

13. That no legal guardian was ever appointed by the Orphans' Court of Queen Anne's County or by any other court for any of your orators while they were infants and under twenty-one years of age.

14. That upon the death of their mother, Laura A. Price, the mortgaged land of which she died seised and possessed descended unto your orators, her children and only heirs at law on equal parts as tenants in co-parcenary but subject to the mortgage hereinbefore mentioned and the debt of \$2800.00 due thereby at the time of her death and subject also to the dower estate of her husband therein and this property which so descended unto them they still own.

(At the same time that part of the entire farm not mortgaged descended unto them subject to their father's dower and they still own the same.)

15. That it was not until sometime after the 17th day of March, 1937 that your orators learned that their father, after the death of their mother, ever held the mortgage left by their mother unpaid at her death and it was not until sometime after the 17th day of March, 1937 that your orators ever knew the amount of said mortgage.

16. That of your orators only Charles Roland Price, junior and William Bryan Price knew prior to March 17, 1937 that their mother left any mortgage whatsoever when she died and all they knew came from their father who told them that their mother left a mortgage on her land when she died but that he had paid it and that on his death the children would get the land clear of the mortgage.

17. That shortly after the death of the said Laura A. Price, to wit: on the 6th day of August, 1909, said Bank by assignment made on said mortgage, assigned said mortgage "and the indebtedness there by secured" unto the said Charles R. Price, senior who at the same time passed unto said Bank his promissory note signed also for him by Mordecai M. Price and Frank R. Price, his brother for said sum of \$2800.00 and dated August 6th, 1909 and payable six months after date to the order of said Bank, the amount of said note being the amount of the principal debt due by said Laura A. Price when she died.

This assignment appears on the copy of the mortgage filed herein.

18. That on the same last mentioned, to wit: On August 6th, 1909, the said Charles R. Price re-assigned said mortgage "and the indebtedness secured thereby" unto said Bank and while the assignment does not so state the same was not made as collateral security for the note given as above set forth by said Charles R.

Price to said Bank and as security for such renewals of his said note as might be made.

This last assignment also appears on the copy of the mortgage filed.

19. That the mortgage note of Laura A. Price for \$2800.00 which was due and owing by her when she died and which after her death was delivered on August 6, 1909 to Charles R. Price by said Bank was not re-delivered by him to said Bank when he re-assigned said mortgage to said Bank but was retained and kept by him.

20. That the purpose of said transaction between said Charles R. Price and said Bank and the legal effect of the same were to place the said Charles R. Price in the position of being an equitable mortgage under said mortgage with the right to take control and possession of the mortgaged real estate under the terms of said mortgage even while the legal title of the mortgage remained in the Bank.

21. That between the 6th day of August, 1909 and the 25th day of February, 1925 said Charles R. Price paid out of the income, produce and profits of the mortgaged real estate received by him as hereinafter set forth his debt to said Bank under his note given in August, 1909 for \$2800.00 to said Bank and said Bank by an assignment made on said mortgage dated February 25, 1925 assigned said mortgage and debt secured thereby unto said Charles R. Price.
This assignment also appears on the copy of said mortgage filed herein.

22. That from the time of the death of the said Laura A. Price to the seventeenth day of March, 1937, your orators, the heirs at law of said Laura A. Price and the owners of said mortgaged real estate, were entitled to the possession of said mortgaged real estate except as to the dower rights therein of said Charles R. Price and were entitled to all the net income, produce, crops and profits of said mortgaged real estate except to those parts to which said Charles R. Price was entitled under his estate of dower.

23. That on the 6th day of August, 1909 default had occurred in the terms of said mortgage by reason of the non-payment when due on August 5, 1909 of the mortgage note last given by said Laura A. Price to said Bank and therefore under the terms of said mortgage said Bank and its assignee had the right to take possession of the mortgaged real estate.

24. That on the date said Bank assigned said mortgage to said Charles R. Price to wit:-- on the 6th day of August, 1909, the said Charles R. Price, as assignee of said mortgage, with the consent and knowledge of said Bank (because default had occurred in the terms of said mortgage) took personal possession of the mortgaged real estate to the exclusion of your orators and from the day of August, 1909 until the 17th day of March, 1937, retained said possession to the exclusion of your orators as heirs at law of their mother and during said time he lived in the mortgaged real estate and cultivated the same himself, (and not by renting or leasing said land to a tenant) in the production of crops of various kinds and in the production of live stock and poultry of various kinds in the same manner as if he had been the sole owner of said estate and he kept and retained all the net proceeds of the crops, live stock and poultry so produced during said period of time for his own use and accounted for no part thereof unto your orators save that during said time he paid the taxes levied on the mortgaged real estate.

25. That in further explanation of the occupancy of the mortgaged real estate by said Charles R. Price your orators state that from the 6th day of August, 1909 to the 17th day of March, 1937 the said Charles R. Price occupied the entire farm left unto your orators by Laura A. Price, the mortgaged part and the part not mortgaged, and he cultivated the same in the production of crops of wheat, field corn, sugar corn, tomatoes and hay and he raised thereon livestock and poultry of various kinds such as is usually raised on farms in Queen Anne's County and he retained for his own use the net proceeds of such crops and live stock but paying the taxes mentioned.

26. That between the 6th day of August, 1909 and the 17th day of March, 1937 and long prior to last mentioned date the said Charles R. Price received from the mortgaged real estate sufficient net income and profits belonging to your orators and to which they were entitled to pay and discharge the mortgage debt of \$2800.00 due by Laura A. Price under the said mortgage at the time of her death and all interest which properly became chargeable thereon after her death so that before the 17th day of March, 1937 said mortgage debt, principal and interest, became fully paid and satisfied in the hands of Charles R. Price and by reason thereof said mortgage became void before the 17th day of March, 1937 by operation of law as well as under the condition in said mortgage contained that said mortgage should become void when the debt secured thereby was paid.

27. That in spite of the fact that said mortgage had been paid and had become void before the 17th day of March, 1937 yet the said Charles R. Price by writing made on the original dated March 17th, 1937 pretended to transfer and assign unto Mildred W. Price, the defendant, said mortgage "to the extent of the balance due thereby, \$2800.00 with interest from the 6th day of December, 1937, without recourse or guarantee".
This pretended assignment appears on the copy of the mortgage filed herewith.

28. That while this pretended assignment is in the writing thereof stated to be made "for value received" the same was made without any consideration whatever passing from said Mildred W. Price to the said Charles Price therefor.

29. That said pretended assignment is null and void and of no effect because at the time the same was made the indebtedness which had been secured by said mortgage had been fully paid.

30. That said Mildred W. Price is the present wife of said Charles R. Price to whom she was married on the 7th day of March, 1912 and they have resided together on this mortgaged property from the day of their marriage to the 17th day of March, 1937.

31. That said Mildred W. Price has stated in her answer already filed that said Charles R. Price is not only mentally and physically incapable of rendering an account of his receipts from the mortgage property and his expenses of cultivation of said

property while he occupied the same but that he cannot render such an account because he has kept no record of his receipt and disbursements, so your orators will not do the useless thing of asking of him such an account.

32. That because the said Charles R. Price cannot render such an account as is mentioned in the preceding paragraph, he by rules of law and equity is chargeable in favor of your orators and as and for a credit on said mortgage with a fair occupying rent of that part of the mortgaged property owned by your orators during the time he has personally occupied said property, to wit:- from the 6th day of August, 1909 to the 17th day of March, 1937.

33. That your orators aver and charge that a fair occupying money rent of your orators' part of the mortgaged property charged against Charles R. Price from August 6, 1909 to the 17th day of March, 1937 will be a sum of money far greater than \$2800.00 and all interest chargeable in law and equity against the same under the circumstances of this case, and that their father should be charged with so much of said rent as will cancel said mortgage.

34. That your orators have requested the said Mildred W. Price to release said mortgage but she has refused to do so.

35. That your orators apprehend that the said Mildred W. Price will attempt to foreclose said mortgage or will attempt to assign said mortgage to some person for purpose of foreclosure.

36. That your orators are advised that said mortgage as it now stands unreleased upon the land records of this county constitutes a cloud upon their title to the real estate described in said mortgage and because the same has been paid they are entitled to have said mortgage declared null and void by this court and to have the same released by the said Mildred W. Price and by the said Charles R. Price under the direction of this court or by someone appointed for that purpose by this court.

37. That while your orators desire that a fair occupying money rent of your orators' part of the mortgaged property from August 6, 1909 to the 17th day of March, 1937 shall be ascertained by the court and charged against the said Charles R. Price they desire the same to be so ascertained only to the extent and for the purpose of ascertaining whether or not said mortgage was paid prior to March 17, 1937 in manner above set forth and if this occupying rent shall be ascertained to equal the money due said Charles R. Price under said mortgage, principal and interest, then your orators will not claim against their father anything other than the cancellation and release of said mortgage.

38. To the end therefore:

1. That the fair occupying money rent of your orators' part of said mortgage property from August 6, 1909 to March 17, 1937 may be ascertained, and

2. That said Charles R. Price may be charged therewith as against the said mortgage and the mortgage debt assigned unto him on August 6, 1909 as above mentioned, and

3. That if said fair occupying money rent be ascertained to be equal to or greater than the money which became due unto him under said mortgage then that said mortgage may be declared null and void by the decree of this court, and

4. That said Mildred W. Price and Charles R. Price or either of them may be decreed by this court to release said mortgage, or

5. That said mortgage may be released in due form of law by someone appointed by this court and under the direction of the same.

6. That said Mildred W. Price may be enjoined by the order of this court from attempting to foreclose said mortgage and from assigning said mortgage to some person for the purpose of foreclosure.

7. That your orators may have such other and further relief as their case may require.

And as is duty bound, etc.

B. Hackett Turner Jr.

Madison Brown,
Attorneys for Plaintiff

Filed Feb. 18th 1941.

ANSWER OF MILDRED W. PRICE
TO AMENDED BILL OF COMPLAINT.
Filed March 20th, 1941.

LOLA GERTRUDE DUDLEY, ET AL.,

vs.

CHARLES R. PRICE, SR., and
MILDRED W. PRICE.

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

Cause No. 3212.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Mildred W. Price to the amended bill of complaint exhibited against her and Charles R. Price, sr., in the cause respectfully shows:

1. That this respondent admits the matters and facts alleged in the first paragraph of said amended bill of complaint.
2. That this respondent neither admits nor denies the matters and facts alleged in the second paragraph of said amended bill of complaint.
3. That this respondent admits the matters and facts alleged in the third paragraph of said amended bill of complaint.
4. That this respondent admits the matters and facts alleged in the fourth paragraph of said amended bill of complaint.
5. That this respondent neither admits nor denies the matters and facts alleged in the fifth paragraph of said amended bill of complaint.
6. That this respondent admits the matters and facts alleged in the sixth paragraph of said amended bill of complaint.
7. That this respondent admits the matters and facts alleged in the seventh paragraph of said amended bill of complaint.
8. That this respondent admits the matters and facts alleged in the eighth paragraph of said amended bill of complaint, but alleges and avers that the mortgaged real estate described in these proceedings is still subject to the mortgage indebtedness mentioned in paragraph seven of said amended bill of complaint.
9. That this respondent admits the matters and facts alleged in the ninth paragraph of said amended bill of complaint.
10. That this respondent neither admits nor denies the matters and facts alleged in the tenth paragraph of said amended bill of complaint.
11. That this respondent admits the matters and facts alleged in the eleventh paragraph of said amended bill of complaint.
12. That this respondent neither admits nor denies the matters and facts alleged in the twelfth paragraph of said amended bill of complaint.
13. That this respondent neither admits nor denies the matters and facts alleged in the thirteenth paragraph of said amended bill of complaint.
14. That this respondent admits the matters and facts alleged in the fourteenth paragraph of said amended bill of complaint, but alleges and avers that while the plaintiffs still own the mortgaged real estate described in these proceedings said real estate is still subject to the mortgage indebtedness mentioned in paragraph seven of said amended bill of complaint.
15. That this respondent demurs to the fifteenth paragraph of said bill of complaint because the matters facts therein alleged are irrelevant and insufficient in law, and do not entitle the plaintiffs to any relief in equity inasmuch as they had constructive notice of the holder of said mortgage as well as the amount thereof, and further because the plaintiffs, not having inquired into the status of the mortgage and the amount thereof, were guilty of laches, the youngest of them having arrived at full legal age on the 15th day of September, 1920, almost twenty years before the filing of the original bill of complaint.
16. That this respondent demurs to the sixteenth paragraph of said bill of complaint for the same reason set forth on paragraph fifteen of this answer.
17. That this respondent admits the matters and facts alleged in the seventeenth paragraph of said amended bill of complaint.
18. That this respondent neither admits nor denies the matters and facts alleged in the eighteenth paragraph of said amended bill of complaint, but alleges and avers that said assignment therein referred to was, on its face, an absolute assignment.
19. That this respondent neither admits nor denies the matters and facts alleged in the nineteenth paragraph of said amended bill of complaint.
20. That this respondent denies the matters and facts alleged in the twentieth paragraph of said amended bill of complaint, and alleges and avers that the purpose of the transactions referred to in the seventeenth, eighteenth and nineteenth paragraphs of said amended bill of complaint was to put said Charles R. Price in the position of the actual owner of said mortgage and the mortgage note thereby secured to the end that said mortgage note might be renewed from time to time instead of remaining past due in the hands of said Bank for want of the signature to said mortgage note of said Laura A. Price, who was then dead.
21. That this respondent denies the matters and facts alleged in the twenty first paragraph of said amended bill of complaint, and alleges and avers that said note was paid out of funds belonging to said Charles R. Price, and to no other person or persons, hence the reason for the second assignment by said Bank of said mortgage to said Charles R. Price.
22. That this respondent denies the matters and facts alleged in the twenty second paragraph of said amended bill of complaint.
23. That this respondent denies the matters and facts alleged in the twenty third paragraph of said amended bill of complaint, and alleges and avers that no possession of the mortgaged real estate was ever taken because of any default in the terms of said mortgage, nor was the retention of possession because of any default in the terms of said mortgage.
24. That this respondent denies that said Charles R. Price with the consent and knowledge of said Bank and because of the default in said mortgage took possession of the mortgaged real estate to the exclusion of said plaintiffs, as alleged in the twenty fourth paragraph of said amended bill of complaint, but this respondent admits that said Charles R. Price during the period mentioned in said paragraph twenty four cultivated the mortgaged real estate in the production of crops and live stock in

the same manner as if he had been the sole owner of said real estate, and that he kept and retained all the net proceeds, if any, (for often there were none), of said crops and live stock and paid all of the expenses (including taxes) incident to said real estate, and this respondent further alleges and avers, by way of explanation, that said Charles R. Price, during the infancy of the plaintiffs, occupied the whole of said farm (the mortgaged part as well as the unmortgaged part) as tenant and in his own right by virtue of his dower interest therein and collected all of the rents, profits and income therefrom, and paid the cost of all new buildings and fences erected thereon, the cost of all repairs to said buildings and fences (whether new or otherwise), the cost of all fertilizers and seeds used in the cultivation thereof, the cost of all fire insurance premiums, and the cost of all other expenses of whatsoever nature incident to said farm, as well as the interest of said mortgage and the taxes assessed against said farm from year to year; and that said Charles R. Price, upon the arrival of each of the plaintiffs at full legal age thereafter from time to time informed them and each of them as to what he has done in connection with said farm during their infancy, and if his desire to continue to occupy said farm in the same manner and under the same circumstances as he had theretofore been doing, that is to say: to continue to collect all of the rents, profits and income therefrom in exchange for which he was to (and did until he became mentally and physically incapable; and has since so far as this respondent has been able to do for him) pay the cost of all the items hereinbefore enumerated until the date of his death, at which time the plaintiffs were to take possession and become the owner of whatever had become attached to the realty during the occupancy of said Charles R. Price, subject only to the payment of said mortgage indebtedness; to all of which said plaintiffs made no objection and acquiesced therein until on or about the 1st day of January, 1939.

25. That this respondent admits the matters and facts alleged in the twenty fifth paragraph of said amended bill of complaint, but alleges and avers, by way of explanation, the same matters and facts set forth in paragraph twenty four of this answer.

26. That this respondent denies the matters and facts alleged in the twenty fifth paragraph of said amended bill of complaint, and alleges and avers that no part of the balance due in the mortgage debt, to wit: the sum of \$2,800.00 has been paid and that the whole thereof, with interest from the 6th day of December, 1938, still remains due and payable, and further alleges and avers that said plaintiffs since the 1st day of January, 1939, have admitted and recognized the existence of said mortgage debt as evidence by and agreement in writing between them said Charles R. Price and this respondent dealing with occupancy and management of said real estate, which said agreement was not executed because of some minor differences of opinion as to certain details of said agreement, none of which differences of opinion had to do with said mortgage or the indebtedness secured thereby.

27. That this respondent denies that said mortgage had been paid and had become void before the 17th day of March, 1937, and that the assignment made in that date was pretended, but admits the assignment of said mortgage, on said date, by said Charles R. Price to this respondent.

28. That this respondent denies the matters and facts alleged in the twenty eighth paragraph of said amended bill of complaint.

29. That this respondent denies the matters and facts alleged in the twenty ninth paragraph of said amended bill of complaint.

30. That this respondent admits the matters and facts alleged in the thirtieth paragraph of said amended bill of complaint.

31. That this respondent demurs to the thirty first paragraph of said amended bill of complaint because the statement made therein is irrelevant and insufficient in law, and does not entitle the plaintiffs to any relief in equity.

32. That this respondent demurs to the thirty second paragraph of said amended bill of complaint because the matters and facts therein alleged constitute and entirely new cause of action and not an amendment of the original cause of action as was contemplated by the petition of the plaintiffs for authority to amend their original bill of complaint and by the order of this Honorable Court passed thereon, further because the plaintiffs have not stated such a case as entitles them to any relief in equity; and further because the plaintiffs have been guilty of laches which can be seen from the face of the amended bill of complaint, and no sufficient facts are stated to relieve it from such bar.

33. That this respondent demurs to the thirty third paragraph of said amended bill of complaint for the same reason set forth in paragraph thirty two of this answer.

34. That this respondent denies the matters and facts alleged in the thirty fourth paragraph of said amended bill of complaint.

35. That this respondent in answer to paragraph thirty five of said amended bill of complaint alleges and avers that she has no intention of attempting to foreclose or assign said mortgage until after the final determination of this suit by this Honorable Court.

36. That this respondent denies the matters and facts alleged in the thirty sixth paragraph of said amended bill of complaint.

37. That this respondent demurs to paragraph thirty seven of said amended bill of complaint for the same reasons set forth on paragraph thirty two of this answer.

38. That this respondent, further answering said amended bill of complaint, alleges and avers that said plaintiffs should have brought suit for an accounting or the fair occupying money rent they allege to be due covering the period from August 6th, 1909, (when they allege that said Charles R. Price became a mortgagee in possession, but which this respondent denies), to the date the youngest of them arrived at full legal age within a proper time after the arrival of all of them at full legal age, or, in any event should have brought suit for an accounting of the fair occupying money rent they allege to be due within a proper time after the 25th day of February, 1925, (when they allege said mortgage was paid in full, but which this respondent denies), and should not have deferred such action for more than fourteen years, and until after said Charles R. Price had become incapacitated both mentally and physically.

39. That this respondent, further answering said amended bill of complaint, for the reason set forth in this answer and particularly for the reason set forth in paragraph thirty eight if this answer, alleges and avers that said plaintiffs have been guilty of laches in the bringing of this suit, and thereby forfeited their rights, if any they had.

40. That this respondent, further answering said amended bill of complaint, alleges and avers that said Charles R. Price, being mentally and physically incapable of attending to his affairs, this Honorable Court ought to appoint some other suitable person to answer and defend this suit for him, to the end that his rights in the premises may be fully protected, inasmuch as Frank T. Price, who was heretofore appointed guardian ad litem by this Honorable Court, has declined to act because of his close relationship to both the plaintiffs and defendants to this suit.

41. That said respondent, further answering said amended bill of complaint, and as a plea to the prayer in said amended bill of complaint for the ascertainment of a fair occupying money rent covering the period from the 6th day of August, 1909, to the 17th day of March, 1937, says: that the cause of action, covering the period from said 6th day of August, 1909, to the 2nd day of June, 1936, did not accrue ^{within} three years from the date of the filing of said original suit.

Having fully answered said amended bill of complaint, this respondent prays to be dismissed with her costs.

And as in duty bound, etc.,

Mildred W. Price.
(Mildred W. Price),
Respondent.

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

I HEREBY CERTIFY that on this 20th. day of March, 1941, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Mildred W. Price and made oath, in due form of law, that the matters and facts alleged in the within and foregoing answer to those parts of the amended bill of complaint that have been answered or plead to are true to the best of her knowledge and belief, and further that the demurrer to those parts of the amended bill of complaint that have been demurred to is not intended to delay.

A. Sydney Gadd Jr.
Clerk.

Filed March 20th. 1941.

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

Lola Gertrude Dudley, Mary Edna Dudley,
Charles Roland Price jr., William Bryan Price,
Laura Agnes Carter, Plaintiffs,
 versus

Charles R. Price, Sr.,
Mildred W. Price, Defendants.

||
|| CHANCERY
|| DOCKET,
||
|| CAUSE
|| NUMBER
|| 3212.
||

It is agreed between the above named Plaintiffs on the one part and between Mildred W. Price, Defendant, in her own right and Mildred W. Price as the Executrix of the last will and testament of Charles R. Price sr., the other defendant named above, as follows:

- (1) That the suit brought by the Bill of Complaint filed in above cause and that the proceedings had under said bill in said cause has been settled and shall be dismissed.
- (2) That the Plaintiffs' shall pay the costs incurred of their part.
- (3) That the said Mildred W. Price shall pay the cost incurred by the defendants on their part.
- (4) That this agreement shall be filed in above cause.
- (5) That upon the filing of this agreement with the Clerk of said Court he shall enter the suit brought under bill of Complaint and all proceedings had thereunder "settled and off, the Plaintiffs' to pay their cost, and Mildred W. Price to pay the costs of the Defendants"

WITNESS OUR HANDS AND SEALS this 22nd. day of July, 1941.

L. Gertrude Dudley (SEAL)
Mary Edna Dudley (SEAL)

&
B. H. Turner jr.
B. H. Turner jr.

Madison Brown.
Madison Brown.

Wm. R. Horney.
William R. Horney.

Filed July 31st.1941.

Charles Roland Price Jr. (SEAL)

W. Bryan Price (SEAL)

Laura A. Carter (SEAL)

Mildred W. Price (SEAL)
Executrix of last will and testa-
ment of Charles R. Price, and in
her own rights.

CAUSE NO. 1563.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of June in the year Nineteen hundred and one, the following Bill of Complaint, accompanied by Exhibit Nos. 1, was filed for record, to wit;-

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

Laura A. Price, by Charles R. Price, her husband and next friend.	)	In the Circuit Court for
	)	Queen Anne's County,
vs.)	
	)	in Equity;
E. Ava Price, widow, Herbert Price and Downs Price, Infants.)	

To The Honorable Judges of the said Court:

The Bill of Complaint of Laura A. Price, of Queen Anne's County, state of Maryland, by Charles R. Price, her husband and next friend, to your Honors respectfully shows.

1st. That heretofore a certain William H. Price, late of Queen Anne's county deceased, was in his life time, seized and possessed of certain real estate lying and being in the said county; and being so therefore seized and possessed, sometime in the year eighteen hundred and eighty six departed this life intestate, leaving Francis A. G. Price, widow, and the following children surviving him, viz: Laura S. Price, Charles R. Price, Frances Price, Bessie P. Price, Bertha E. Price, Mordecai M. Price, Blanche V. Price, Frank T. Price, J. Medford Price and William B. Price, his only heirs at law;

2nd. That William B. Price, one of the said children and heirs at law, departed this life sometime in the year eighteen hundred and ninety, intestate, and leaving E. Ava Price, widow, and the following children surviving him, his only heirs at law, Herbert Price and Downs Price, both of whom are infants under twenty one years of age, and who reside in Queen Anne's county, state of Maryland:

3rd. That your Oratrix, Laura A. Price, has purchased the undivided interests of the aforesaid widow of William H. Price, and of all of his aforesaid children and heirs at law in and to the aforesaid lands, which are known as " Prouses Park " and " Unoin ", "Chestnut Meadows", as will appear by their deed of conveyance to her, filed herewith, by certified copy of same, and marked Plaintiff's Exhibit No.1, except the one tenth interest in said lands of the said William B. Price, deceased, which one tenth interest descended to his two children, the infants aforesaid, subject to the dower of E. Ava Price, his widow, in the same.

4th. That your oratrix, therefore, now owns nine tenth interest the said lands, and the said Herbert Price and Downs Price, infants, own a one tenth interest therein, subject to the dower interest of the said widow, E. Ava price.

5th. And your Oratrix further charges that the said real estate is susceptible of partition amongst the parties aforesaid; and that if it cannot be divided between them without loss and injury to all the parties, then that your Oratrix will be entitled to have same sold, and the proceeds distributed amongst the parties, in proportion to their respective interests.

To the end therefore that the said E. Ava Price, widow, Herbert Price and Downs Price may answer the premises; and that a decree may be passed for a partition of the aforesaid real estate amongst the parties aforesaid; or in case a partition thereof cannot be effected, then that the same may be sold under the direction of this court, and the proceeds thereof distributed amongst the parties in proportion to their respective interests therein; and that your Oratrix may have such further or other relief as her case may require.

May it please your Honors to grant unto your Oratrix the writ of subpoena against the said E. Ava Price, widow, and Herbert Price and Downs Price, infants as aforesaid, all of Queen Anne's county, Maryland, commanding them to appear in this court, at some certain day to be therein named, to answer the premises, and abide by and perform such decree as may be passed therein, and as in duty &c.

Philemon B. Hopper
Attorney for Complainant.

EXHIBIT NO. 1
filed June 25, 1901.

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

(This Represents)
(\$6.50 Internal)
(Revenue Stamps)

This Deed of Conveyance, Made this 28 th say of May in the year nineteen hundred and one, by Frances P. Hurst and Oscar Hurst, her husband of New Castle County State of Delaware, Bessie P. Bennett to W. Osborne Benett, her husband, of Caroline County, State of Maryland, Laura S. Price, Charles R. Price, Bertha E. Price, Mordecia M. Price and Nellie M. Price, his wife, Blanche V. Price, Frank T. Price, Charles W. Butler and Isabella C. Butler, his wife to Frances A. G. Price, all of Queen Anne's County State of Maryland, Witnessst, that Whereas the hereinafter described farm or tract of land de scended unto Frances P. Hurst, Nee Price, Bessie P. Bennett Nee Price, Laura S. Price ,

Charles R. Price, Bertha E. Price, Mordecai M. Price, Blanche V. Price, Frank T. Price, John Medford Price, and Herbert Price and Downs Price, children of William B. Price, deceased, as the children and heirs at law of William H. Price, late of Queen Anne's County, deceased subject to the dower of Frances A. G. Price widow of William H. Price, therein- And whereas the said John Medford Price conveyed his undivided interest in said farm to Charles W. Butler by deed dated the thirty first day of March Eighteen Hundred and Ninety six and recorded in Liber W. H. C. No. 4, folio 307, a land record for Queen Anne's County aforesaid- And Whereas the grantors herein above named have sold all their undivided interest, and the undivided interest of each of them, in the said farm a tract of land hereinafter described unto Laura A. Price- the wife of Charles R. Price and the said Frances A. G. Price has sold to her her dower interest in the same at and for the sum of six thousand from hundred and seventy dollars, and are now about to convey the said farm to the said purchaser thereof. Now therefore, in consideration of the premises, and the said sum of six thousand from hundred and seventy dollars the receipt of which is hereby acknowledged by the said several grantors in sums to each According to their respective interest in said land, the Frances P. Hurst, and Wm. Oscar Hurst, her husband, Bessie P. Bennett and W. Osborne Bennett, her husband, Laura S. Price, Charles R. Price, Bertha E. Price, Mordecai M. Price to Nellie M. Price, his wife, Blanche V. Price, Frank T. Price, Charles W. Butler and Isabella C. Butler, his wife and Frances A. G. Price, do hereby grant and convey unto the aforesaid Laura A. Price of Queen Anne's County aforesaid her heirs and assigns, in fee simple. All their right, title, interest and estate, and all the right title, interest and estate of each of them, in and to all that part, tract, or parts of tracts of land, situate, lying and being in the fifth election district of Queen Anne's County aforesaid known as "Prouses Park" and "Union", "Chesnut Meadows", on by whatsoever other name or names the same maybe called or known, containing two hundred and ten acres of land, Never or less, and being the farm whereas the said Laura A. Price and Charles R. Price, her husband, now live and adjoining the lands conveyed by Wm. S. Price and wife to Richard J. Carter the land conveyed by C. W. Ridgely to William McKenny; the land conveyed by John B. Brown, Trustee and other, to George H. Hopper; the lands conveyed by Charles H. Gibson, trustee to Thomas W. Eliason, the lands of J. Henry McClyment, Pere Lee, colored, and others; and being the land conveyed to the aforesaid William H. Price by William S. Price and wife by their deed bearing date the nineteenth day of September, Eighteen hundred and seventy seven, and recorded in Liber J. W. No. 7 folio 210, a land record book for Queen Anne's County aforesaid, to which deed, and the references therein contained, reference is hereby made for a more particular description of the land hereby conveyed.

Witness their hands and seals.

Witness as to Frances P, Hurst and	Ø	Frances P hurst	(SEAL)
W. Oscar Hurst -- Jos J. Brown	Ø	Wm. Oscar Hurst	(SEAL)
Witness as to Bessie P. Bennett	Ø	Bessie P Bennett	(SEAL)
W. Osborne Bennett- Laura S. Price	Ø	W. Osborne Bennett	(SEAL)
Charles R. Price- Bertha E. Price	Ø	Laura S. Price	(SEAL)
Blanche V. Price - Frances A. G. Price	Ø	Charles R. Price	(SEAL)
Frank T. Price, Mordecai M. Price	Ø	Bertha E. Price	(SEAL)
Nellie M. Price- J.W. W. Woodford	Ø	Mordecai M. Price	(SEAL)
Witness as to Charles W. Butler	Ø	Nellie M. Price	(SEAL)
and Isabella Butler	Ø	Blanche V. Price	(SEAL)
John M. Aker	Ø	Frances A. G. Price	(SEAL)
	Ø	Frank T. Price	(SEAL)
	Ø	C. W. Butler	(SEAL)
	Ø	Asabella C. Butler	(SEAL)

STATE OF DELAWARE, NEW CASTLE COUNTY, TO WIT:

Thereby certify that, within twenty eighth day of May in the year nineteen hundred and one before me, the Subscribed, a Notary Public of the State of Delaware, resident and doing business in New Castle County, in said state, personally appeared Frances P. Hurst and Wm. Oscar Hurst, her husband, and did each acknowledge the foregoing deed of conveyance to be their respective act and deed.

This Represents
the Notarial
Seal.

In Testimony Whereof I have hereunto
Subscribed My Name and affixed My
Notarial Seal, on the day and in the
year herein above written.

Jos. G. Brown
Notary Public.

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

I hereby certify that on this thirteenth day of may, in the year Nineteen hundred and one before me, the subscribed, a Justice Of The Peace of the State of Maryland in and for Queen Anne's County, personally appeared Bessie P. Bennett and W. Osborne Bennett, of Caroline County, State of Maryland, but now temporarily in Queen Anne's County, State aforesaid, Laura S. Price, Charles R. Price, Bertha E. Price, Mordecai M. Price, and Nellie M. Price his wife, Blanche V. Price, Frank T. Price to Frances A. G. Price, and did each acknowledge the foregoing deed of conveyance to be their respective act and deed.

J. W.W. Woodford
Justice of the Peace

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

I hereby certify that in this 4th day of June in the year nineteen hundred and one, before me the Subscriber, A Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared Charles W. Butler and

Isabella Butler his wife, and did each acknowledge the foregoing deed of conveyance to be their respective act and deed

John M. Aker
Justice Of the Peace

STATE OF MARYLAND, QUEEN ANNE'S COUNTY SCT.

I hereby certify that the foregoing is truly taken and copied from Liber J.E.G. No. 2 folio 77, a Land Record Book for Queen Anne's County.

(CIRCUIT)
(COURT)
(SEAL.)

In Testimony whereof I Hereunto Subscribed My Name and the Seal of the Circuit Court affix this 25 day of June A.D. 1901.

Jno. E. George, Clerk.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER .
Filed July 1, 1901.

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

TO

E. AVA PRICE ,
widow.
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 of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Laura A, Price by Charles R. Price her husband and next friend against you in said Court exhibited.

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

Witness the Honorable JAMES A. PEARCE, Chief Judge of our said Court, the third day of June 1901.
Issued the 25th day of June in the year 1901.

Jno. E. George, Clerk.

And on the back of the foregoing Deed was thus endorsed, to wit:
The Defendant was summoned by reading the to her on the 27th day of June 1901.

James E. Meredith Shff.

SUBPOENA FOR RESPONDENTS
TO APPEAR AND ANSWER.

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

TO

Herbert Price and)
Downs Price) infants.
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 Manday of July next, to answer the complaint of Laura A. Price by Charles R. Price her husband and next friend against you in said Court exhibited.

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

Witness the Honorable JAMES A. PEARCE, Chief Judge of our said Court, the third day of June 1901.
Issued the 25th day of June in the year 1901.

Jno. E. George, Clerk.

And on the back of the foregoing Deed was thus endorsed, to wit:
Service of the within unit was made on the defendants by reading some to them and by reading a copy thereof with their mother on the 27 day of June 1901.

James E. Meredith Shiff.

PETITION FOR GUARDIAN
AD LITEM AND ORDER
THEREOF.
Filed July 15, 1901.

Laura A. Price, by Charles R. Price, her husband and next friend
vs,
E. Ava Price, widow, Herbert Price and Downs Price, Infants.
.....

In the Circuit Court for
Queen Anne's County:
in Equity:
CHANCERY No. 1563.

To the Honorable Judges of the said Court:-

The Petition of Laura A. Price, by Charles R. Price, her husband and next friend, respectfully shows:

- 1st. That the two infant defendants, Herbert Price and Downs Price, have been duly summoned to appear in this case and answer the Bill of Complaint, as will appear by the return of the subpoenas against them, made by the sheriff:
- 2nd. That the said two infants defendants have no legal guardian in the jurisdiction of this court to answer for them:
- 3rd. That it is necessary that a guardian, or guardians, ad Litem be appointed for them by this court, to answer the bill filed in this cause for them, and to defend the same in their behalf.

Your Petitioner therefore praus your Honors to pass an order, appointing some suitable person or persons, guardian, or guardians, ad Litem, and authorizing and directiog such guardian or guardians to and answer the bill of complaint for and in behalf of said two infants defendants, and to defend this suit for and in their behalf. And as in duty &c.

Philemon B. Hopper
Attorney for Petitioner.

The foregoing Petition having been read and considered, It is thereupon, this 15th day of July, in the year nineteen hundred and one, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, adjudged, ordered and decreed that E. Ava. Price of Queen Anne's County, Maryland, be, and he is hereby, appointed guardian ad Litem for Herbert Price, and Downs Price, the two infant defendants summoned in this cause, to answer the bill filed in this cause and defend the same for and in behalf of the said two infant defendants.

James A. Pearce.

ANSWER OF E. AVA PRICE,
WIDOW.
Filed July 31, 1901.

Laura A, Price, by Charles	)	In the Circuit Court for
R. Price, her husband and	)	Queen Anne's
next Friend	)	County,
vs.	)	in Equity:
E. Ava Price, widow, Herbert)	
Price and Downs Price,)	
Infants.	)	CHANCERY No. 1563.

To the Honorable Judge of said Court:-

The answer of E. Ava Price, widow, one of the defendants in this cause, to the Bill of Complaint exhibited against her and others, respectfully says.

- 1st----That this defendants admits the several matters alleged and charged in the said Bill on Complaint to be true as therein made, and she consents to such decree in the premises as this honorable court shall deem proper and right:
- 2nd,--This defendant consent to the sale of the alnd mentioned in the said Bill on Complaint free, clear and discharged of her dower interest therein, and agress to accept on lieu other dower interest therin such sum of money a s this honorable court shall award her.
- 3rd,--This defendant is now 39 years old.

E. Ava Price

And on the back of the foregoing Deed was thus endorsed, to wit:-
Jno. E. George, Clerk.
Filed this answer of E, Ava Price, widow, and Enter my appearance for the defendants in the above cause.

J. Frank Harper
Solicitor for E. Ava Price
widow.

ANSWER OF GUARDIAN A D
LITEM FOR HERBERT PRICE
AND DOWNS PRICE.
Filed July 31, 1901.

Laura A. Price, by Charles	)	In the Circuit Court
R. Price, her husband and	)	for
next friend,	)	Queen Anne's
vs.	)	County
E. Ava Price, widow, Herbert	)	in Equity
Price and Downs Price,)	
Infants,	)	CHANCERY No. 1563.

To the Honorable Judges of said Court:-

The answer of E. Ava Price, Guardian ad Litem for Herbert Price and Downs Price, the infant defendants in this cause, to the Bill of Complaint against them and other exhibited in this cause, respectfully says:

That Herbert Price and Downs Price being infants of tender years, this Respondent, their guardian ad Litem, can neither admit nor deny the several the several matters and things alleged and charged in the said Bill of Complaint, but she submits the interest and rights of the said infants defendants to the protection of this honorable court:

E. Ava Price
Guardian ad Litem.

And on the back of the foregoing Deed was thus endorsed, to wit:
Jno. E. George, clerk.

Filed this answer and Enter my appearance for defendants.

J. Frank Harper
Solicitor for defendants.

SUMMONED

Filed with Examiner
September 7th 1901.

QUEEN ANNE'S COUNTY, TOWIT: THE STATE OF MARYLAND,
TO THE SHERIFF OF QUEEN ANNE'S COUNTY, Greeting:

William J. Price and Clayton Wright

of Queen Anne's County, to appear before the Circuit Court for Queen Anne's County, in Equity to be held at Centreville, in said County, on the 7th September, 1901, Saturday to testify for the plaintiff in the case of Laura A. Price by next friend vs. E. Ava Price widow, et al. at the hour of 10:30 o'clock A. M. at the office of P. B. Hopper on the town of Centreville Queen Anne's County Maryland. And have you then and there this writ.

Witness, the Honorable JAMES A. PEARCE, Chief Judge of the Circuit Court in the Second Judicial Circuit of Maryland, the third day of September, 1901.

W. B. Bordley
Examiner in Chancery.

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

J. E. Meredith Sheff.
Filed with Examiner
Sept, 7th 1901.
W. B. Bordley (SEAL)
Examiner .

FILED WITHIN DEPOSITION
& EXHIBIT

M.B. Bordley (SEAL)
EXaminer

Filed Sept. 12, 1901.

Laura A, Price by Charles
R. Price, her husband
and next friend.

vs.

E. Ava Price, widow, Herbert
Price & Downs Price, Infants.

) In the Circuit Court
) for Queen Anne's
) County

) In Equity

) Cause #1563.

To the Honorable the Judge of said Court:

The subscriber, one of the regular Examiners for this Court by virtue of the power and authority vested in him through and by his appointment to said office did proceed to take the following testimony (after first summoning the witness to appear) at the office of P.B. Hopper in the town of Centreville Queen Anne's County Maryland, on the seventh of September at the hour of eleven o'clock A.M., subsequently postponed until 3 o'clock P.M. of same day, both sides being represented by counsel. Testimony being as follows:
William J, Price a witness of lawful age produced upon the part of the Plaintiff being duly sworn, deposed and says..-

Int. 1st. Are you acquainted with the parties to this suit? If yes, how long have you known them?

Ans. 1st. I have known them all from their birth.

Int. 2nd. Were you acquainted with William H. Price? If yes, is he living or dead.

Ans. 2nd. I am, he died 17 or 18 years ago.

Int. 3rd. Did William H. Price leave a will ? Did he leave a widow and children surviving him? If yes name them.

Ans. 3rd. Never heard of any- Yes, Frances A. G. Price widow, Laura S. Price, William B. Price, Frances P. Hurst, Bessie P. Bennett, J. Medford Price, Charles R. Price, M.M. Price, Bertha E. Price, Blanche E. Price Frank T. Price, they are all over twenty one years of age, & allecept William B. Price.

Int. 4th. Did William H. Price leave a farm or any real estate? If you describe it briefly, giving character, location and value?

Ans. 4th. He left a farm in the 5th Election District of Queen Anne's County, Md. called Chestnut Meadows, the farm described in certified deed marked Exhibit No. 1, is the farm to which I refer worth from \$30 to \$35 per acre.

Int. 5th. State when William B. Price died? Did he leave a will: a widow and children surviving him? If yes, state their names, ages and where they now reside.

Ans. 5th. He died several years after his father's death; he left a widow and children surviving him, namely, E. Ava Price widow, Herbert Price and Downes Price two infant sons, who are now both under 21 years of age, all of whom reside in Queen Anne's County. William B. Price left no will.

Int. 6th. Did William B. Price leave any real estate? If yes, state what real estate, describing it as to location &c.

Ans. 6th. He was entitled to a one tenth interest in the above described farm, which descended to the children of his father.

Int. 7th. State whether, in your opinion, the real estate you have described, in which the children of William B. Price have a one tenth interest, can be divided among them and Laura A. Price, without loss and injury. If May, why not.

Ans. 7th. I do not think it could, because the land is purely farm land and to a one tenth interest would be useless as farm land and the one that got the buildings would get more than one tenth of the value of the farm.

Int. 8th. State whether in your opinion it would be to the interest and advantages of all the parties interested that the said real estate be sold, and the proceeds of sale thereof, divided among them according to their interests therein. If yes state why you think so.

Ans. 8th. I think it would, because where there are so many interested in a farm no one gives it the proper attention and it is liable to depreciate and the one tenth interested invested would bring a better and a more certain income than it does in the farm.

No. Cross

Exam Spect. Int.

Exam Spect. Ans. I do not.

William J. Price.

Charles A. Busteed a witness of lawful age produced upon the part of the Plaintiff being duly sworn deposes and says:

Int. 1st. Are you acquainted with the parties to this suit? If yes how long have you known them?

Ans. 1st. I am, I have known them for several years.

Int. 2nd. Were you acquainted with William H. Price? If yes, is he living or dead.

Ans. 2nd. I was acquainted with him, he is dead

Int. 3rd. Did William H. Price leave a will? did he leave a widow and children surviving him? If yes, name them.

Ans. 3rd. I have always understood not, He left a widow ~~and~~ Mrs Frances A. G. Price and I think ten children, I can only name eight, as follows, William B. Price, James Medford Price, Charles R. Price, M.M. Price, Frank T. Price, Laura S. Price, Frances P. Price now Hurst, Bessie P. Price now Bennett.

Int. 4th. Did William H. Price leave a farm of any real estate. If yes, describe it briefly, giving character, location and value.

Ans. 4th. He left a farm on the 5th Election District of Queen Anne's County, Maryland, being the same farm described in certified copy of deed, now handed me and marked Exhibit No. 1 filed in this cause this farm is worth about \$6000.

Int. 5th. State when William B. Price died did he leave a will, a widow and children surviving him? If yes, state their names ages and where they now live.

Ans. 5th. He died after his father but I do not know how many years ago. He left no will that I ever heard of and I don't think he left one, He left a widow E. Ava Price and two infant children whose names I do not know, they are now under 21 years of age and all live in Queen Anne's County, Maryland.

Int. 6th. Did William B. Price leave any real estate? If yes state what real estate? Describe it as to location &c.

Ans. He left no real estate except his one tenth interest in the farm which I have described which descended to his children.

Int. 7th. State whether, in your opinion, the real estate you have described, in which the children of William B. Price have a one tenth interest, can be divided among them and Laura A. Price without loss and injury? If nay, why not?

Ans. 7th I don't think it could without injury to the children because the farm is only valuable for farm purposes and a one tenth interest would be too small for such purpose.

Int.8th State whether in your opinion, it would be to the interest and advantage of all the parties interested that the said real estate be sold, and the proceeds thereof divided among them according to their interests therein,if yes, state why you think so.

Ans. 8th I think it would be to the interest of all because it could be more profitably invested in some other direction for the two minor children because their part of it would be too small to farm I think the income from an investment would be more certain and better than the income from a tenth part of the farm.

No. Cross
Exam Spet. Int.
" " Ans. I do not.

Charles A. Busted

Clayton Wright a witness of lawful age produced upon the part of the Plaintiff being duly sworn deposes and says:

Int. 1st. Did you know William B. Price? Is he living or dead? Did he leave a will? If he left a widow and children surviving him name them and give their ages and residence.

Ans.1st. I did, he is dead, I think he left no will. He left a widow E. Ava Price and two boys children, who are now under twenty one years and all live in Queen Anne'S County Maryland,I do not know the names of the boys. The widow, E. Ava Price, is about 39 years old.

Int. 2nd. Did William B. Price leave any real estate, If yes, state what real estate, describing it as to location &c.

Ans. 2nd. He was entitled to a one tenth interest in a farm described in the certified copy of a deed now handed me and marked Exhibit Nol. filed in this cause which descended from William H. Price to his children, this farm is worth in my opinion from \$6000 to \$6500.

Int. 3rd. State whether, in your opinion, the real estate you have described in which the children of William B. Price have a one tenth interest, can be divided among them and Laura A. Price without loss and injury. If nay, why not.

Ans.3rd. I think not, being fit for farm purposes, a one tenth interest would be too small to be formed with profit.

Int. 4th State, whether in your opinion it would be to the interest and advantage of all the parties interest that the said real estate be sold and the proceeds thereof divided among them according to their interests therein. If yes, state why you think so.

Ans. 4th. I do think so, because if land is sold and money invested it would produce a larger and more certain income than if left in the land, besides this, that when property is hild jointly, particularly, minors being interest, the land is liable to depreciate in value for want of proper and permanent improvement.

No. Cross
Exam. Spect. Int
" " Ans. I do not

Clayton Wright.

There being no more witness to examine and neither side desiring further time for the production of evidence, your examiner herewith closes within testimony and certifies that he was engaged one day in the taking of same and examined three witness, making the costs chargeable to the plaintiff as follows:

To Examiners fee	\$4.00/100
3 Witnesses	2.25/100
Total Costs	<u>\$6.25/100</u>

As witness my hand and seal this ninth day of September nineteen hundred and one .

Madison B. Bordley (SEAL)
Examiner in Chancery.

For Examiner's Exhibit No.1, which was filed with the Examiner on September 7, 1901, see Exhibit No.1, filed June 25, 1901, and recorded immediately following Bill of Complaint on folio 400 .

AGREEMENT TO SUBMIT .
Filed September 12, 1901.

Laura A. Price, by Charles R.	)	In the Circuit Court for
Price, her husband and next	)	Queen Anne's County,
friend.	)	in Equity:
vs.	)	Chancery No. 1563.
E. Ava Price, widow, Herbert)	
Price and Downs Price, Infants)	

It is agreed that the papers in this cause shall be submitted to the court for decree, without argument.

Philemon B. Hopper
Plaintiff's Attorney

J. Frank Harper
Defendant's Attorney.

DECREE.
Filed November 11, 1901.

Decree in the Circuit Court of Queen Anne's County.)	In The Circuit Court for Queen Anne's County,
Laura A. Price by Charles R.		
Price, her husband and next friend		
vs.		
E. Ava Price widow, Herbert		
Price & Downs Price Infants.)	in Equity,
)	Cause No. 1563.

The above cause standing ready for hearing, and being submitted without argument for decree all the proceedings were read and considered.

It is thereupon, this Eleventh day of November on the year nineteen hundred and one by William R. Martin One of the the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED that the real estate mentioned in the proceedings be sold for partition among the parties.

That Philemon B. Hopper, of Queen Anne's County, Maryland, appointed TRUSTEE to make said sale, and the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by himself: with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of Ten Thousand Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one fourth of the purchase money shall be paid on the day of sale, and the residue in two equal instalment in one and two years from day of sale, with interest from that day, and secured notes or bonds of purchases may pay the whole purchase on day of sale if he desire.

And as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the same; with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money. (and not before) the said Trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

William R. Martin

TRUSTEE'S BOND.
Filed December 16, 1901.

KNOW ALL MEN BY THESE PRESENTS that we, Philemon B. Hopper, Laura A. Price and Charles R. Price, her husband, all of Queen Anne's County, State of Maryland, are held and firmly bound unto the STATE OF MARYLAND in the full and just sum of Ten Thousand dollars, to be paid to the said STATE OF MARYLAND, 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 and assigns, jointly and severally firmly by these presents, sealed with our seals, and dated this ninth day of December, in the year nineteen hundred and one:

WHEREAS the above bounded Philemon B. Hopper was, by decree of the Circuit Court for Queen Anne's County in Equity, passed on the eleventh day of November, in the year nineteen hundred and one, in a cause in the said court entitled Laura A. Price, by Charles R. Price her husband and next friend vs. E. Ava Price, Widow, et al., and being Chancery cause No. 1563, appointed trustee to make sale of certain real estate mentioned in the said cause and decree, for partition:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT if the above bounded Philemon B. Hopper do and shall well and faithfully perform the trust reposed in him by the said decree, or that may be reposed in him by any future order of decree in the premises, then the above obligation to be void: otherwise to be and remain in full force in law.

Signed Sealed and delivered in the presence of
L. Herman Meredith
Frank T. Price

Philemon B. Hopper (SEAL)
Laura Agnes Price (SEAL)
Charles R. Price (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed December 16, 1901.
Jno. E. George, Clerk.

Recorded in Liber W.H.C. No.2 folios 191&192. A Bond Record Book for Queen Anne's County.

Jno. E. George, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
TRUSTEE OF SALE
Filed January 17, 1902.
REAL ESTATE

By virtue of a decree of sale, for partition, passed by the Circuit Court for Queen Anne's County, in Equity, in a case entitled, "Laura A. Price, by Charles R. Price, her husband and next friend, vs. E. Ava Price and others," being chancery cause No. 1563, the undersigned, the trustee appointed by said decree, will offer at public auction, to the highest bidder, in front of the Court House door, in Centreville, Queen Anne's County, Maryland, on Tuesday, January 14th, 1902, commencing at 10 o'clock P.M., ALL THE FARM, in the Fifth Election district of Queen Anne's County, known as "Prouse's Park", "Union" and "Chestnut Meadows", lying on the road leading from the Brown road to the Queenstown - Wye Mills road, adjoining the lands belonging to the estate of William McKenny, deceased, and the lands of others, and containing 210 ACRES OF LAND, more or less and being the farm whereon the said Laura A. Price and Charles R. Price now live.

TERMS PRESCRIBED BY THE DECREE OF SALE. -- One-fourth of the purchase money to be paid cash of sale; and the residue of the purchase money to be paid in two equal instalments in one and two years from day of sale, with interest from that day, and secured by notes or bond of the purchaser with sureties satisfactory to the undersigned: or the purchaser may pay the whole purchase money cash on day of sale, if he desire to do so.

Philemon B. Hopper, Trustee.

We here by certify that the annexed advertisement was inserted in THE CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, in the Queen Anne's County, Maryland, once in each of Three successive weeks - being more than twenty days - before the day of January 1902.

Price & Deuebracco

CERTIFICATE OF PUBLICATION OF
ORDER NISI. Filed March 10, 1902.

LAURA A. PRICE, BY CHARLES R. PRICE
HER HUSBAND AND NEXT FRIEND,
vs.
E. AVA PRICE AND OTHERS.

In the Circuit Court for Queen Anne's County, in Equity.
Chancery No. 1563.

ORDERED, on this seventeen day of January, in the year nineteen hundred and two. that the sale of the real estate decreed to be sold in this cause for partition, made and reported in this cause by Philemon B. Hopper, the trustee appointed to make such sale, be ratified and confirmed unless cause to the contrary thereof be shown on or before the twenty fifth day of March next: provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland once in each of three successive weeks before the twenty fifth day of February next:

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

John E. George, clerk.

True copy --test:

J23t4.

John E. George, clerk.

We hereby certify that the annexed advertisement was inserted in THE CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of Three successive weeks being more than twenty days - before the Twenty Fifth day of February 1902,

Price & Dunbracco
Publishers.
Per G.

REPORT OF SALE
Filed January 17, 1902.

Laura A. Price by Charles)
 R. Price, her husband and)
 next friend.)
 vs)
 E. Ava Price an others)

In the Circuit Court for
 Queen Anne(s County,
 in Equity:
 Chancery Cause No. 1563:

To the Honorable Judges of said Court:

The Report of Sale of Philemon B. Hopper, the trustee appointed by the decree in this cause to make sale of the real estate decreed to be sold, respectfully shows:

That after giving bond for the faithful discharge of his trust, as required by the decree, with a surety thereon, which was duly approved agreeably to law, 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, as directed by said decree, the said Philemon B. Hopper, trustee, pursuant to said notice did attend in person in front of the court house door, in Centreville, Queen Anne's county, Maryland, on Tuesday the 14th day of January, 1902, at one O'clock P.M. and then and there proceeded to sell the real estate decreed to be sold for partition as follows, viz:

Your trustee offered at public auction to the highest bidder, on the terms advertised in said notice of sale, a certified copy of which notice on attached to this report and filed as part of it, All that farm in the fifth election district of Queen Anne's county, Md, known as "Prouses Park", Union and Chestnut Meadows; lying on the road leading from the Brown road to the Queenstown-Wye Mills road, adjoining the land belonging to the estate of William McKenney, deceased, and the dands of others, and containing two hundred and ten acres of land, more or less, and being the farm whereon the said Laura A. Price and Charles R. Price reside, and then and there sold the same to Laura A. Price, of Queen Anne's county, Maryland, at and for the amount of two thousand dollars, she being then and there the highest bidder therefor at said amount.

Your trustee further reports that previous to the institution of the proceedings in this cause the said Laura A. Price had placed a mortgage for thirty five hundred dollars on her nine tenth interest in the said farm, which was outstanding on the day of sale under the decree herein passed, and so your trustee announced at the sale that her interest, that is to say, the farm, was sold subject to said mortgage:

The purchaser has not yet complied with the terms of sale.

All which is respectfully submitted.

Philemon B. Hopper
 Trustee.

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

I HEREBY CERTIFY that, on this seventeenth day of January, in the year nineteen hundred and two, before me, the subscriber, a justice of the peace of the state of Maryland, in and for Queen Anne's county, personally appeared Philemon B. Hopper, Trustee, and made oath in due form of law that the several matters and things stated in the foregoing report of sale are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J.W.W. WOODFORD JP.

ORDER NISI
 Filed January 17, 1902 .

Laura A. Price, by Charles)
 R. Price, her husband and)
 next friend)
 vs,)
 E. Ava Price, and others)

In the Circuit Court for
 Queen Anne's County,
 in Equity:
 Chancery Cause No. 1563:

ORDERED, on this seventeenth day of January, in the year nineteen hundred and two, that the sale of the real estate decreed to be sold in this cause for partition, made and reported in this cause by Philemon B. Hopper, the trustee appointed to make such sale, be ratified and confirmed unless cause to the contrary thereof be shown on or before the twenty fifth day of March next: provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's county, Maryland, once in each of three successive weeks before the twenty fifth day of February next:

The Report States Amount of sale to be \$2000.00

John E. George, Clerk.
 True copy- Tests.

John E. George, Clerk.

FINAL* ORDER OF COURT
Filed January 26, 1902.

ORDERED, this twenty sixth day of March in the year nineteen hundred and two, by Me, Edwin H. Brown, one of the judge of the Circuit Court for Queen Anne's County in Equitiy, and by the authority of said court, that the said made and reported in this cause by Philemon B. Hopper, trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although notice appears to have been given in accordance with the conditional order of ratification heretofore passed in this cause; and the trustee is allowed the usual commissions, and all expenses, not personal, for which he shall produce vouchers.

Edwin H. Brown.

CAUSE NO. 3285

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty ninth day of July in the year Nineteen Hundred and Forty, the following Order To Docket Suit And Affidavit as to Military Service was filed for record, to wit:-

William R. Horney,
Assignee of Mortgage,

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

vs.

Millard Ellingsworth and
Margaret Ellingsworth, his wife,
Mortgagors.

Cause No. 3285,

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 Millard Ellingsworth and Margaret Ellingsworth, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 18th day of January, 1939, and recorded in Liber W. H. C. No. 7-A, folio 564, etc., a land record book for Queen Anne's County, Maryland, and of the assignment thereof from said body corporate unto said William R. Horney for the purpose of foreclosure and collection, bearing date the 21st day of July, 1941, and recorded at the foot of said mortgage.

And also file in said cause the accompanying affidavit as to military service required under the Soldiers' and Sailors' Civil Relief Act of 1940.

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.,

Filed July 29th. 1941.

Wm. R. Horney
(William R. Horney)
Assignee of Mortgage.

AFFIDAVIT AS TO MILITARY SERVICE

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,)

TO WIT:

I HEREBY CERTIFY, that on this 29th day of July, 1941, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, who, being duly sworn, did depose and say:

My name is William R. Horney.

I am an attorney-at-law.

I am counsel for The Sudlersville Bank of Maryland, a body corporate, and assignee of the mortgage and the plaintiff in the Circuit Court for Queen Anne's County in Equity entitled "William R. Horney, Assignee of Mortgage, vs. Millard Ellingsworth and Margaret Ellingsworth, his wife, Mortgagors", being Cause No. 3285 on the chancery docket of said Court.

As counsel for said Bank and as assignee of said mortgage I have made diligent inquiry and have ascertained, to the best of my ability, the following facts, which I believe to be true:

(a) That Millard Ellingsworth, one of the mortgagors and the former owner of the mortgaged property, is dead, having departed this life, intestate, on the 30th day of April, 1941, leaving the following named persons as his only heirs-at-law, that is to say: Margaret Ellingsworth, his widow, Clyde Ellingsworth, a son, Edith Elizabeth Ellingsworth, a daughter, and Millard Ellingsworth, Jr., a son.

(b) That said Margaret Ellingsworth, the widow of the deceased, and the other mortgager, is between the age of 30 and 35 years; has not remarried; is unemployed; is, at present, residing near Barclay, in Queen Anne's County aforesaid; and is not, nor was in three months prior to the docketing of said suit, in the military service of the United States of America as defined by the Soldier's and Sailors' Civil Relief Act of 1940.

(c) That said Clyde Ellingsworth, a son of the deceased, is 25 or 26 years old; is engaged in the business of farming; is, at present, residing on the mortgaged premises; and is not, nor within three months prior to the docketing of said suit, in the military service of the United States of America as defined by said Act.

(d) That said Edith Elizabeth Ellingsworth, a daughter of the deceased, is 23 or 24 years old; is employed by the Health Department in Dorchester County, Maryland; is, at present, residing at Cambridge, Maryland, and is not, nor within three months prior to the docketing of said suit, in the military service of the United States of America as defined by said Act.

(e) That said Millard Ellingsworth, Jr., a son of the deceased, is an infant of 4 years; is, at present, residing with his mother near Barclay, in Queen Anne's County aforesaid.

This affidavit is made pursuant to the provisions of said Act herein referred to.

William R. Horney
(William R. Horney),
Assignee of Mortgage.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, the day and year first above written:

A. Sydney Gadd Jr.
Clerk.
Filed July 29th. 1941.

CERTIFIED COPY OF
MORTGAGE
Filed July, 29, 1941

.....
#19,257..

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-third day of January, in the year nineteen hundred and thirty nine, the following Mortgage was brought to be recorded, to wit:-

One- Two Dollar and One*Fifty Cent
Recordation Tax Stamps. Endorsed
Sud, bk. of md. 1/23/39.

THIS MORTGAGE, made this Eighteenth say of January in the year nineteen hundred and thirty nine by Millard Ellingsworth and Margaret Ellingsworth, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said Millard Ellingsworth is justly indebted unto The Sudlersville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full sum of Twenty Five Hundred Dollars (\$2,500.00) for money loaned to him by the said body corporate, for which he has passed unto the said body corporate his promissory note for the said sum of Twenty Five Hundred Dollars (\$2,500.00), signed by himself and the said Margaret Ellingsworth, his wife, bearing even date herewith, and payable six months after date to the said body corporate at its Banking House in Sudlersville, Queen Anne's County, Maryland.

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 acknowledge, the said Millard Ellingsworth, and Margaret Ellingsworth, his wife, do hereby grant and convey unto the said body corporate, The Sudlersville Bank of Maryland, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land or farm, composed of two parcels of land now reduced into one tract of land, known as "Holdings Chance". "Woodhouse", Woodhouse Addition", "Mount Gibbon"; "Nicholson's Fancy"; or the "William F. Phillips Farm"; situated, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Sudlersville to Smyrna and to Peter's Corner, adjoining the lands of George Hart, James Merrik, Jr., and the lands of others, and containing 105 acres of land, more or less; being the same land which was granted and conveyed unto the said Millard Ellingsworth and Emma Ellingsworth, his former wife, now deceased, as tenants by the entireties, by William F. Phillips and Mollie R. Phillips, his wife, by deed bearing date the 1st day of July, 1929, and recorded in Liber B. H. T. No. 9, folios 563, etc., a land record book for Queen Anne's County aforesaid.

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

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

PROVIDED, that if the said Millard Ellingsworth, 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 Twenty Five Hundred Dollars (\$2,500.00) as evidence by the aforesaid promissory note when and as the same shall become due and payable as above set forth, and any and every renewal of the said promissory note, including renewals, in whole or in part that may hereafter be made, when and as the same shall become due and payable, and all interest to accrue thereof, and shall fully pay and discharge the whole of the aforesaid indebtedness of Twenty Five Hundred Dollars (\$2,500.00) and all interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made on the premises the said Millard Ellingsworth, his heirs and assigns, shall possess said property.

AND the said Millard Ellingsworth, 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, on 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, on case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement on this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, The Sudlersville Bank of Maryland, its successors, or assigns, or WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, its and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or 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 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 money owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Millard Ellingsworth, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said body corporate, The Sudlersville Bank of Maryland, its successors, or assigns, or the said William R. Horney, 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 Millard Ellingsworth, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said Mortgagors:

TEST: (as to Mortgagors).
W. Thos. Gillespie

Millard Ellingsworth (SEAL)

Margaret Ellingsworth (SEAL)

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

I HEREBY CERTIFY that on this 18th day of January, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Millard Ellingsworth, his wife, and each acknowledge the aforesaid MORTGAGE to be their respective act.

AND at the same time, also before me, the subscriber, personally appeared Dudley G. Roe, President of the Sudlersville Bank of Maryland, a body corporate, the within named Mortgagee, and made oath, in due form of law, that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth, and further made oath as aforesaid that he is an officer of the said body corporate and as such is duly authorized to make this affidavit.

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

JOHN F. STOKES
Notary Public.

Notary
Public
Seal.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Ninth day of July, in the year nineteen hundred and forty one, the following Assignment was brought to be recorded, to wit:

For the purpose of foreclosure and collection the Sudlersville Bank of Maryland a body corporate does hereby assign the within and foregoing mortgage to Wm. R. Horney.

Witness our hand and seal this 21 st day of July
in the year nineteen hundred and forty one.

Witness
(John F. Stokes)
JOHN F. STOKES
Cashier,

The Sudlersville Bank Of Maryland.
By,-- DUDLEY G. ROE.
(Dudley G. Roe), President

Corporate
Seal.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

7
I hereby certify that the foregoing is truly
taken and copied from Liber W. H. C. No. 7A, folios 564, 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 29th day of July,
in the year nineteen hundred and forty one.

Circuit Court
Clerk
Seal

A. Sydney Gadd Jr.
Clerk.

CERTIFIED COPY
OF BOND,
Filed Aug, 23rd, 1941.

Queen Anne's County, to wit. Be it remembered that on the twenty third
day of August in the year Nineteen Hundred and forty one the following Bond was filed
for record, to wit:

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

KNOWN ALL MEN BY THESE PRESENTS that we William
R. Horney of Queen Anne's County, State of Maryland, as principal and the United
State Fidelity and Guaranty Company, a body corporate, duly authorized by its c
hatter to become surety on bonds as surety are held and firmly bound unto the
State of Maryland in the full and just sum of Five Thousand Dollars (\$500.00)
current money of the United States of America, to be paid to said State of Mary-
land, 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 administ-
rators, successors and assigns, in the whole and for the whole jointly and
severally, firmly by these presents sealed with our seals, and dated this 23rd day
of August 1941, Whereas said William R. Horney is the assignee of a certain
mortgage from Millard Ellingsworth and Margaret Ellingsworth, his wife, to The
Sudlersville Bank of Maryland, a body corporate, leaving date the 18th day of
January 1939 and a recorder in Liber W.H.C. No 7A folios 564 etc. A land Record Book
for Queen Anne's County, Maryland said mortgage having been assigned unto said
William R, horney for the purpose of foreclosure and collection by said body corporate
The Sudlersville Bank of Maryland, b y assignment bearing date the 21st. day of
July 1941, and recorded among said land records at the foot of said mortgage: and
whereas, the above bounden William R. Horney, assignee of said mortgage as afore-
said is about to execute the power of sale, contained in said above above described
mortgage by making sale of the property described in and 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 said mortgage property or the proceeds thereof, then the
above obligation to be void: otherwise to be and remain in force and virtue in law.

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

William R, Horney (SEAL)
William R, Horney
United States Fidelity and Guaranty
Company.

Attest Hilda T. Seward
Hilda T. Seward

Corporate
Seals
Place.

William R, Horney
William R, Horney
Its Attorney In Fact

On the back of the foregoing Bond was thus endorsed to wit:
Security Approved and Bond filed Aug, 23rd. 1941.

A, Sydney Gadd Jr. Clerk.

In the Circuit Court for Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken
and copied from ~~the~~ Liber W. H. C. No. 1, folios 183 & c. A Land Record Book for Queen
Anne's County.

Seal's
Place.

In Testimony Whereof I hereunto subscribed
my name and affix the seal of the Seal of
the Circuit Court for Queen Anne's County
this 23rd. day of Aug. 1941.

A. Sydney Gadd Jr. Clerk.

REPORT OF SALE
 Filed August 26, 1941.

WILLIAM R. HORNEY,
 Assignee of Mortgage,

vs.

MILLARD ELLINGSWORTH and
 MARGARET ELLINGSWORTH, his
 wife, Mortgagors.

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

Cause No. 3285.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of William R. Horney, assignee of the mortgage from Millard Ellingsworth and Margaret Ellingsworth, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 18th day of January, 1939, and recorded in Liber W. H. C. No. 7-a, folios 564, etc., a land record book for Queen Anne's county, Maryland, respectfully shows:

1. That said mortgage was duly assigned by said body corporate, The Sudlersville Bank of Maryland, unto said William R. Horney, for the purpose of foreclosure and collection, by assignment bearing date the 21st day of July, 1941, and recorded among said land record 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 and the interest thereon covenanted to be paid by the terms of 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 notice of the time, place and terms of sale by advertisement inserted in Queen Anne's County aforesaid, for more than twenty days before the 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, State of Maryland, on Monday, the 25th day of August, 1941, beginning at the hour of 11 o'clock, A.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 and described as follows, to wit:

ALL that tract of land or farm, comprised of two parcels of land now reduced into one tract of land, known as "Holdings Chance", "Woodhouse", "Woodhouse Addition", "Mount Gibson", "Nicholson's Fancy" or the "William Phillips Farm", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Sudlersville to Smyrna, and to Peter's Corner, adjoining the lands of George Hart, James Merrick, Jr., and the lands of other, and containing 105 acres of land more or less.

And said assignee sold the above described property to Dr. C. Haydon Metcalfe, of Queen Anne's County, State of Maryland, at and for the sum of Thirty Six Hundred and Fifty Dollars (\$3,650.00), he being at that sum the highest bidder therefor, the term 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 on January 1st, 1942, (or sooner, with the consent though of Clyde Ellingsworth, the present tenant of said farm), with the usual rights to the purchaser as if he were an incoming tenant for the fall sowing of crops, etc;

(b) That the purchaser would be entitled to receive one-half of the corn and tomato crops grown on said farm during the current year; the other one-half of said crops to be and remain the property of Clyde Ellingsworth, the present tenant of said farm;

(c) That one-half of the taxes for the current year would be payable by the assigns and vendor, the remaining one-half to be payable by the purchaser;

(d) That the premium on the fire insurance policy on the buildings would be adjusted as of the day of sale upon the final ratification of the sale by the Court; and

(e) That the cost of all title paper 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 said purchaser has complied with the terms of sale by paying into the hands of said assignee the whole purchase price of Thirty Six Hundred and Fifty Dollars (\$3,650.00).

Respectfully submitted,

William R. Horney
 (William R. Horney)
 Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 26th day of August, 1941, 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 foregoing REPORT OF SALE, and made oath, in due form of law, that the matters and things stated in said foregoing Report of Sale are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to military service filed in this cause on the 29th day of July, 1941, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

Filed Aug. 26th 1941.

A. Sydney Gadd Jr.
Clerk.

A CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Aug. 26th 1941.

ASSIGNEE'S SALE
OF A
VALUABLE FARM

Default having occurred in the terms of the Mortgage from Millard Ellingsworth and Margaret Ellingsworth, his wife, to The Sudlersville Bank of Maryland, a body corporate, dated January 18th, 1939, and recorded in Liber W. H. C. No. 7A, Folios 564, etc., A Land Bank record book for Queen Anne's County, Maryland, the undersigned, Assignee, will set 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 MONDAY, AUGUST 25, 1941, beginning at the hour of 11 o'clock, A. M. the property conveyed by said mortgage, described as follows, to wit:

ALL that tract of land or farm, composed of two parcels of land now reduced into one tract of land, known as "Holding Chance", "Woodhouse", "Woodhouse Addition", "Mount Gibson", "Nicholson's Fancy", or the "William F. Phillips Farm", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Sudlersville to Smyra, and to Peter's Corner, adjoining the lands of George Hart, James Merrick, Jr., and the lands of others, and containing 105 acres of land, more or less.

The improvements consist of a dwelling and other farm building 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 upon the ratification of the sale by the Court, 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, Attorney,
J. Elmer Anthony, Auctioneer.

William R. Horney,
Assignee of Mortgage.

QUEEN ANNE'S RECORD* OBSERVER

Centreville, Maryland August 26, 1941
The Queen Anne's Record and Observer Publishing Co, hereby certifies that the advertisement of sale in the case of William R. Horney, Assignee of Mortgage vs Millard Ellingsworth and Margaret Ellingsworth, 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 paper on the 24 day of July 1941, being more than twenty days before the 25 day of August 1941.

The Queen Anne's Record-Observer Publishing Co.
By Helen M. Councill
Filed Aug. 26th, 1941.

ORDERED OF NISI.
Filed August 26th. 1941.

WILLIAM R. HORNEY,
ASSIGNEE OF MORTGAGE,

vs,

MILLARD ELLINGSWORTH AND
MARGARET ELLINGSWORTH, HIS
WIFE, MORTGAGORS.

)
) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity.
)
) Chancery No. 3285.
)

ORDERED, this 26. day of August A.D., 1941, 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 29th 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 29th day of September next.

The Report states the amount of sales to be \$3,650.00

A. Sydney Gadd Jr. Clerk,
Clerk.

Filed August 26th. 1941

STATEMENT OF MORTGAGE DEBT.
Filed Oct, 25th. 1941.

WILLIAM R. HORNEY,)
Assignee of Mortgage,)
vs.)
MILLARD ELLINGSWORTH and)
MARGARET ELLINGSWORTH, his wife,)
Mortgagors.)
In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 3285.

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage debt due and owing as of the day of sale under the mortgage from Millard Ellingsworth and Margaret Ellingsworth, his wife, to The Sudle rsville Bank of Maryland, a body corporate, bearing date the 18th day of January, 1939, and recorded in Liber W.H.C. No. 7-A, folios 564, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned to said William R, Horney for the purpose of foreclosure and collection:

Amount of the principal mortgage debt secured by said mortgage attached hereto as appear from the mortgage note also attached hereto, \$2,500.00

Amount of interest due thereon from July 18th, 1941, (the due date of said principal mortgage note), to August 25th, 1941, (the date of the sale of the mortgaged property) 15.41

Total amount of mortgage debt as of the 25th day of August, 1941, (said day of sale), \$2,515.41

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

I HEREBY CERTIFY that on this 25th day of October, 1941, before me , the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R, Horney, Assignee of Mortgage, and made oath, in due form of law, that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

A. Sydney Gadd Jr.
Clerk.
Filed Oct. 25th, 1941.

A CERTIFICATE OF NISI OF
ADVERTISEMENT OF SALE.
Filed Oct. 30th. 1941.

NISI

WILLIAM R, HORNEY,
Assignee of Mortgage, vs.
MILLARD ELLINGSWORTH
AND
MARGARET ELLINGSWORTH,
HIS WIFE, Mortgagors.

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

Chancery No. 3285.

ORDERED, This 26th day of August A.D., 1941, 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 29th 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 29th day of September next.

The Report states the amount of sales to be \$3,650.00

True copy--
TEST:

A. Sydney Gadd, Jr., Clerk.

A. Sydney Gadd, Jr., Clerk
4t-9-18

QUEEN ANNE'S RECORD & OBSERVER

CENTREVILLE, MD., October 30, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney vs. Millard Ellingsworth and Margaret Ellingsworth, his wife, a true copy of which is heretoannexed, 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 August, 1941, being more than four weeks before the 29th day of September 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
By Evelyn S. Butler
Filed Oct. 30th. 1941

FINAL ORDER OF
RATIFICATION
Filed Nov. 4, 1941.

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County
vs.	)	in Equity.
MILLARD ELLINGSWORTH and MARGARET ELLINGSWORTH, his wife, Mortgagors.	)	Cause No. 3285.

FINAL ORDER OF RATIFICATION

ORDERED, this 4th day of November, in the year nineteen hundred and forty one, by the circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by 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 Nov. 4, 1941.

AMENDED STATEMENT OF MORTGAGE DEBT.
Filed Nov. 5th, 1941.

Total amount of mortgage debt brought from above, \$2,515.41

To which should be added 5% attorney's commissions, due William R. Horney, to whom the mortgage was assigned for the purpose of collection, and covenanted to be paid by the mortgagors, as will appear by reference to said mortgage, \$ 125.77
\$2,641.18

SWORN to before me, by William R. Horney, this 5th day of November, 1941.

A. Sydney Gadd Jr.
Clerk.
Filed Nov. 5th. 1941.

A U D I T
Filed Nov. 7th. 1941.

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

William R, Horney, assignee of mortgage	)	CHANCERY DOCKET,
versus)	
Millard Ellingsworth, et al., mortgagors.	)	CAUSE NO. 3285.

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

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

That the sale set forth in these proceedings was made by William R. Horney as Vendor for the purpose of collecting a mortgage debt by fore-closing the mortgage herein described and the amount of the sale is more than sufficient to pay the mortgage indebtedness and costs and commissions incident to the sale and in the within account said vendor is charged with the amount of the sale made by him per his report herein filed and then there by the within account the following allowances are made:

Unto the vendor as allowed his commissions for making the sale per terms of the mortgage, the court costs of the sale, costs of advertising notice of sale and the orders nisi of the cause, fee of auctioneer, costs of required bond, taxes per report of sale, the fee of the auditor:

Unto the Sudlersville Bank of Maryland, the corporation assigning the mortgage herein mentioned unto said vendor for collection and fore-closure, its claim under said mortgage in full:

the balance remaining after these allowances is left in the hands of the vendor to remain subject to the future order of the court.

Respectfully submitted,

November 6, 1941.

Madison Brown

Auditor.

CAUSE NUMBER 3285.

The proceeds of the sale of the mortgaged real estate of Millard Ellingsworth, the mortgagor making the mortgage mentioned in the proceedings of this cause in account with William R. Horney, Assignee of said mortgage and the Vendor acting under the power of sale contained in said mortgage who made the mortgage sale contained in said mortgage who made the mortgage sale reported in this cause.

1941	CR.	
August		
25	By amount of the gross sale mentioned, per report of sale of said vendor filed in this cause, to wit: the sum of	\$3,650.00

1941	DR.	
August		
25	To William R. Horney the said vendor, for his commission for selling said real estate, per terms of said mortgage, to wit: sum of	\$191.00
	To do., for the court costs of this cause, per bill of cost of clerk, to wit: cost of A.S.Gadd, clerk, \$18.75. appearance fee of W. R. Horney, . . . \$10.00 total of these costs. \$28.75	\$ 28.75
	To do., for the costs of advertising notices of sale, in the Centreville newspaper, per account for same receipted and exhibited to the auditor, to wit: sum of	\$ 27.05.
	To do., for cost of advertising in the same newspaper the order nisi on sale per the account for same receipted, exhibited to the auditor, to wit: the sum of	\$ 5.00.
	To do., for the cost of advertising the order nisi to be passed as to this audit of	\$ 3.50.
	To do., for the charges of J. E. Anthony for crying the sale reported, the sum of	\$ 25.00
	To do., for the cost of his bond containing corporate surety filed in this cause, per account receipted, exhibited, exhibited to auditor, the sum of	\$ 20.00

To do., for state and county taxes on property sold for year 1941 paid tax collectors under terms of sale per receipted tax statement exhibited to the auditor, the sum of \$ 25.55

Amount carried forward. \$325.85 \$3,650.00

CAUSE NUMBER 3285.

DR.

CR.

Amount brought forward, to wit: ; . . . \$ 325.85 \$3,650.00

DR.

To Madison Brown, auditor, for stating this account the sum of \$ 13.50

To the Sudlersville Bank of Maryland, the corporation which assigned the mortgage of this cause unto said vendor for purpose of foreclosure and collection
 the amount of principal mortgage debt due under said mortgage. \$2,500.00
 the amount of interest due thereon from July 18, 1941 to day of mortgage sale, being the interest due the mortgage debt on the day of sale, 15.41
 total principal and interest: \$2,515.41
 the amount of the attorney's commissions due William R. Horney as the attorney employed to collect the mortgage, per the terms of the said mortgage, \$ 125.77
 total distribution to said Sudlersville Bank of Maryland, \$2,641.18 \$2641.18
 \$2980.53

To this balance, being the net mortgage sale, the same to remain subject to the future order of this Court, to wit: sum of \$ 669.47
 \$3650.00 \$3650.00

November 6, 1941.

Filed November 7th, 1941.

Madison Brown
 AUDITOR

NISI RATIFICATION OF AUDIT
 Filed Nov. 7th. 1941.

NISI RATIFICATION OF AUDIT

William R, Horney, Assignee of mortgage)
 vs.)
 Millard Ellingsworth, et al.,)
 Mortgagors.)
 In the Circuit Court
 for Queen Anne's County
 in Equity
 Case No. 3285.

ORDERED, this 7th day of November in the year nineteen hundred and forty one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless to the contrary thereof be shown on or before the 6th day of December, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of November, 1941, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk.

Filed Nov. 7th. 1941.

A CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT.
Filed Dec. 9th, 1941.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY
Assignee of Mortgage.

vs.

MILLARD ELLINGSWORTH, et al.
Mortgagors.

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

Case no. 3285.

ORDERED, this 7th day of November in the year nineteen hundred and forty-one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of December, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of November, 1941, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr., Clerk.

Filed Nov. 7th, 1941.

2t-11-20-

QUEEN ANNE'S RECORD* OBSERVER

Centreville, Md. December 8, 1941.

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. Millard Ellingsworth et al Mortgagors 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 two successive weeks the first publication thereof having been made in said newspaper on the 13th day of November 1941, being more than two weeks before the 29th, day of November 1941.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By Helen Booker

Filed Dec. 9, 1941.

FINAL RATIFICATION OF AUDIT
Filed Dec. 17th. 1941.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

MILLARD ELLINGSWORTH,
ET AL., Mortgagors.

) In the Circuit Court for

) Queen Anne's County

) in Equity.

) Cause no. 3285.

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th. day of December, 1941, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing REPORT and ACCOUNT of the AUDITOR be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof been shown, although due notice appears to have been given as directed by the preceding nisi Ratification of audit 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.

IT IS FURTHER ORDERED that the sum of Six Hundred Sixty Nine Dollars and Forty Seven Cents (\$669.47), being the surplus proceeds of sale after payment of the mortgage debt and costs, be held by said Assignee pending the further order of this Court in the premises.

Thos. J. Keating

Filed Dec. 17th. 1941.

CHANCERY NO. 3268.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of Febuary in the year nineteen hundred and ^{Forty}one, the following Bill of Complaint was filed for record, to wit:

G. WALTER SMITH

vs.

PAULINE BAKER TARRING	::	IN THE CIRCUIT COURT
MALCOLM Y. TARRING,	::	
her husband,	::	FOR QUEEN ANNE'S
ANN CHARLES SMITH,	::	
infant	::	COUNTY
MAXINE Y, TARRING,	::	IN EQUITY
infant	::	
	::	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orators complaining says:

1.

That your orator, G. Walter Smith, and the defendants, Pauline Baker Tarring, Charles smith, and Maxine Y. Tarring, are seized in fee simple, as tenants in common, of all those certain tracts or parcels of land, more particular described as follows:

(a) ALL that tract or farm, being part of a tract called "Wye Farm", "Wilton" or "Wilton Addition", situate in the Third Election District of Queen Anne's County, on the south side of the public road leading from Grange Hill Corner on the State road leading from Centreville to Easton, to Wye Station of the M. D. and V. Railroad, containing eighty(80) acres of land, more or less, and being the same and all the lands as described by courses and distances in a deed from Byron W. Holden and wife to Robert G. Charles, dated June 2, 1917, and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 10, folio 359; a certified copy of said deed being filed herewith as a part hereof, marked Complainant's Exhibit No. 1.

(b) ALL those four certain parcels of land being a part of tracts known as "Wye Farm", "Wilton", "Wilton's Addition", the "Mathias George Farm", "Kettes Farm", "Clover Field", or by whatsoever name or names known or called; Parcel No.1. 1 containing two hundred and ten (210) acres, more or less: Parcel No. 2 containing twenty (20) acres, more or less; Parcel No.3 containing eighty four (84) acres, more or less; Parcel No. 4 containing fifty-five (55) acres, more or less, and being the same and all the lands as described in a deed from John C. Skinner and wife to the said Robert G. Charles, dated May 1, 1917, and recorded among the aforesaid Land Record of Queen Anne's County in Liber W. F. W. No. 10, folio 298; certified copies of said deed being filed herewith, being marked Complainant's Exhibit No. 2.

2.

That being so seized of said lands the said Robert G. Charles, late of Queen Anne's County, died intestate, leaving as his heirs-at-law, his widow, Laura E. Charles, and his daughter, Mabel C. Smith, the said Laura E. Charles inheriting a one-third interest in said lands, and the said Mabel C. Smith inheriting the remaining two-thirds interest in said lands.

3.

That being so seized, the said Laura E. Charles, late of Harford

County, State of Maryland, died intestate, and by her last Will and Testament, duly admitted to probate in the Orphans' Court for Harford County, and recorded among the Will Record of said County in Liber A, J.G. No. 20, folio 223, devised said lands to her great grand-daughter, the said Maxine Y. Tarring, subject to a life tenancy to her grand-daughter, the said Pauline B. Tarring; a certified copy of said Will being filed herewith, marked Complainant's Exhibit No. 3; and all of said exhibits are prayed to be taken as a part hereof.

4.

That being so seized, the said Mabel C. Smith, late of Harford County, State of Maryland, died intestate, leaving as her heirs-at-law, her husband, your orator, the said G. Walter Smith, and her children, the said Pauline Baker Tarring, who has intermarried with Malcolm Y. Tarring; and her daughter, the said Ann Charles Smith; the estate of Mabel C. Smith now being administered in the Orphan Court for Harford County (the said G. Walter Smith and said Pauline Baker Tarring having been duly appointed as administrators of her estate.

5.

That the said Ann Charles Smith, and the said Maxine Y. Tarring are both infants, under the age of twenty-one years.

6.

That your orators, the said G. Walter Smith owns an undivided two-ninth interest in said lands; that the said defendant, Pauline Baker Tarring owns a ninth interest in said lands; that the said Ann Charles Smith owns a two-ninths interest in said lands, and the said Maxine Y. Tarring owns a three-ninths interest in said lands.

7.

That the said real estate is not susceptible of partition without material loss and injury to the owner thereof, as herein stated, and that in order to make division of said interest, it will be necessary that the said real estate be sold, and the proceeds thereof divided amongst the parties, according to their several interests.

8.

That all other of the parties hereto are adult over the age of twenty-one years.

9.

That all of said parties hereto are residents of Aberdeen, Harford County, State of Maryland.

TO THE END THEREFORE:

- (a) That a decree may be passed for the sale of the said real estate.
- (b) That the proceeds of said sale may be distributed among your orators and other owners aforesaid, according to their respective rights and interests.
- (c) That your orator may have such other and further relief as his case require.

MAY IT PLEASE YOUR HONORS to grant unto your orator the State's writ of subpoena, to be directed unto the said Pauline Baker Tarring and Malcolm Y. Tarring, her husband, and the said Ann Charles Smith, infant, and the said Maxine Y. Tarring, infant, defendants, commanding them to be and appear in this Court, either in person or by solicitors, on some certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

ANS AS IN DUTY BOUND, etc.

J. Wilmer Cronin
Solicitors for Petitioner

Filed February 26th. 1941.

COMPLAINANTS' EXHIBIT
NO.1.
FILED MAY 10- 1941.

.....

#5958½

QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the second day of June in the year nineteen hundred and seventeen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this second day of June, in the year nineteen hundred and seventeen, by Byron W. Holden and S. Jane Holden, his wife, of Queen Anne's County, State of Maryland,

W I T N E S S E T H: that, for and in consideration of sum of Six Thousand Dollars (of which said sum there has been paid in cash the sum of Two Thousand Dollars, the receipt whereof is hereby acknowledged, and the remainder, to wit: the sum of four thousand dollars is satisfied by the assumption on the part of the grantee hereof, Robert G. Charles, of a mortgage lien, upon the real estate hereinafter described and conveyed, executed and delivered by the said Byron W. Holden to John E. George to secure the payment of the principal sum of Four Thousand Dollars, dated the twenty seventh day of November, in the year nineteen hundred and fourteen, and now of record in Liber W. F. W. No. 6, folios 254 &c., a land record book for Queen Anne's County aforesaid, which said mortgage has been assigned by the said John E. George to The Sudlersville Bank of Maryland), the said Byron W. Holden and the said S. Jane Holden, his wife, do hereby grant and convey unto the said Robert G. Charles, of Harford County, in the State of Maryland, his heirs and assigns, in fee simple, the following real estate, to wit:-

A L L that tract of land or farm, being a part of a tract called "Wye Farm," "Wilton", "Wilton Addition", situate in the Third Election District of Queen Anne's County, Maryland, on the right or south side of the public road leading from Grange Hall Corner, on the State Road leading from Centreville to Easton, to Wye Station on the M. D. & V. Railway, beginning for said tract or farm at a point on said public road where a stone is planted at the end of the division fence between the land now described and other lands of said Robert G. Charles lately purchased by him from John C. Skinner and wife and at one time owned by John E. George, and running from said stone with said public road to the land of the Maryland, Delaware and Virginia Railways Company, thence with the lands of said railway company to the corner of a woods, thence from the corner of said woods to the ravine or stream making into the back field of the farm now being described, thence with said ravine or stream to the division fence between the land now being described and the other lands of the said Robert G. Charles, at the head of the Wye Mills mill pond, and from said last mentioned point in the division land now being described and the lands of said Robert G. Charles thence with said last mentioned division fence to the place of beginning on said public road, containing eighty eight acres of land, more or less, being the same and all the land conveyed to the said Byron W. Holden in the deed from John E. George and wife bearing date the twenty seventh day of November, in the year nineteen hundred and fourteen, and record in Liber W. F. W. No. 6, folios 254 &c., a land record book for Queen Anne's County aforesaid to which said deed and the reference therein contained reference is hereby specially made.

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

AND the said Byron W. Holden does hereby covenant that he will warrant specially the above described property, except as against the aforesaid mortgage executed by said Byron W. Holden to John E. George and now held by The Sudlersville Bank of Maryland, to the extent of the sum of Four Thousand Dollars with interest from the first day of July, in the year 1917, and that he will execute such further assurances of said land as may be requisite or necessary.

Witness the hands and seals of the grantors.

Test:-

C.S. Jump

Byron W. Holden (SEAL)
S. Jane Holden (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 2nd, day of June, in the year nineteen hundred and seventeen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Byron W. Holden and S. Jane Holden, his wife, and did each acknowledge the foregoing deed to be their respective act.

C.S. Jump
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 10, folios 359, etc., a land Record Book for Queen Anne's County.

In Testimony Whereof I have here unto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's

County this 26th day of February, in the year nineteen hundred and forty one.

SEAL
Place.

A. Sydney Gadd Jr.
Clerk of the Circuit Court for
Queen Anne's county,
Maryland.

COMPLAINANT'S
EXHIBIT NO. 2.
Filed May 10th. 1941.

#5917. QUEEN ANNE'S COUNTY, to wit :
Be it remembered that on the First day of May in the year nineteen hundred and seventeen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made theis first day of May, in the year nineteen hundred and seventeen, by John C. Skinner and of Maryland,

WITNESSETH: that in consideration of the sum of Thirty Three Thousand and Five Hundred Dollars (of which said sum there has been paid in cash the sum of Twenty Three Thousand and Five Hundred Dollars (\$23,500.00), the receipt whereof is hereby acknowledge , and the remainder therof, to wit: the sum of Ten Thousand Dollars (\$10,000.00) is satisfied by the assumption on the part of the grantee herein, Robert G. Charles, of a mortgage upon the real estate herein after described as "Parcel No.1" and " Parcel No. 2",executed by the said John C. Skinner and Mame B. Skinner, his wife, to John E. George, bearing date the 2nd. day of August, in the year nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7, folios 438 &c., a land record book for Queen Anne's County, Maryland, for the sum of Eleven Thousand Dollars, assigned by the said John E George to Ella F. Bordley, and of which said mortgage indebtedness there remains unpaid the said sum of \$10,000.00, with interest theron from February 2, 1917, the payment of which said mortgage to the extent of said sum of \$10,000.00 with interest from February 2, 1917, is hereby assumen by said Robert G. Charles), the said John C. Skinner and Mame B. Skinner, his wife, do hereby grant and convey unto the said Robert G. Charles of Harford County, in the State of Maryland his heirs and assigns, in fee simple, the following real estate, to wit :

Parcel No.1. All that tract of land or farm, being a part of a tract of land known as "The Wye Farm", "Wilton", or "Wilton Addition", "The Mattias George Farm", or by whatsoever name or names the same may be known or called, situate in the Third Election District of Queen Anne's Counry, in the south eastern apex formed by the intersection of the state Road leading from Centreville to Easton with the road leading from Queenstown to Wye Station, by way of Grange Hall Corner, beginning for the same at the intersection of the aforesaid road and running with the Queenstown-Wye Station road to the division fence between the lands now being described and the land of Byron W. Holden, formely a part of the same tract of land and which has lately been purchased by the said Robert G. Charles from said Holden, where a stone is planted marked "J.S. 1915", running from thence with said division fence to another stone marked "J. S.", thence to the stream at the head of the Wye Mills mill pond, thence with the stre am and the Wye Mills mill pond to the property of John W. Sewell, thence with the property of said Sewell and the property of Elizabeth Woolcott and the property of Laura V. Kinnamon to the aforesaid state road fr om Centreville to Easton and thence with said road to the place of beginning, containing two hundred and ten acres of land, more or less.

Parcel No. 2. All that parcel of land, being also a part of "Wilton Addition" situate in the third election district of Queen Anne's County, Maryland, adjoining also the aforesaid Byron W. Holden land and bounded by the Maryland, Delaware and Virginia Railway property, the steam running from said Railway Property to the Wye Mills mill pond and the division fence between the parcel of land now being described and the Holden tract to the property of the said railways company where a stone is planted, containing twe nty acres of land, more or less;

Said "Parcel No. 1." and said "Parcel No.2" Being the same and all the land conveyed to the said John C. Skinner and Mame B. Skinner, his wife, by deed from John E. George and wife bearing date the 2nd, day of August, in the year nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7, folios 436 &c., a land record book for Queen Anne's County aforesaid, to which said deed and the references therein contained reference is hereby specially made.

Parcel No.3. All that trect of land or farm called or known as the "Kettes Farm", "Cloverfields", or whatsoever name or names the same may be known or called, situate in the fifth election district of Queen Anne's County, Maryland, on the opposite side of the aforesaid state road leading from Centreville to Easton from Parcel No.1 herein forst above described, bounded on the east by the said road, on the west by the public road leading from Queenstown to Wye Mills, on the north by the public road leading from Grange Hall corner on said state road to the said Queenstown Wye Mills road, and boun ded on the south by the land hereinafter described and conveyed as "Parcel No. 4" and by the lands of others, containing eighty four acres of land, more or less;

Parcel No. 4. All that part of a tract of land or farm called or known as "Wilton", or "Wilton Addition", or whatsoever name or names the same may be known or called, situate in the fifth election district of Queen Anne's County aforesaid, on the west or right side of the state road leading from Centreville to Easton and bounded on the east by said road, bounded on the north by the parcel of land herein last above described "Parcel No. 3" and on the west and south by said "Parcel No. 3", the Dawkins land and the lands of others, and containing fifty five acre s of land, more or less.

The said "Parcel No. 3" and said Parcel No. 4 hereinabove described are the same two parcels of land described as "Parcel No. 1" and "Parcel No. 2" in the deed to said John C. Skinner and Mame B. Skinner, his wife, from Frank T. Price and wife, dated the 27th day of February, in the year nineteen hundred and seventeen, and recorded in Liber W. F. W. No. 10, folios 176 &c., a land record book for Queen Anne's County aforesaid, to which said deed and the referenes therein contained reference is hereby specially made.

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

AND the said John C. Skinner and Mame B. Skinner, his wife, do hereby 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 or necessary; except, however, from the operation of this covenant the aforesaid mortgage executed by the said John C. Skinner and Mame B. Skinner, his wife, to the said John E. George and assigned by the said John E. George to the said Ella F. Bordley to the extent of the sum of Ten Thousand Dollars (\$10,000.00) with interest on said sum from February 2^{ns.}, in the year nineteen hundred and seventeen.

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

Test:- C.S. Jump
JOHN C. SKINNER (SEAL)
MAME B. SKINNER (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this first day of May in the year nineteen hundred and seventeen, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared John C. Skinner and Mame B. Skinner, his wife, and did each acknowledge deed to be their respective act.

C.S. Jump
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 10, folios 298, etc., a land Record Book for Queen Anne's County.

(SEAL)
(PLACE.)

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 26th day of February, in the year nineteen hundred and forty one,

A. Sydney Gadd Jr.
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

CERTIFIED COPY OF WILL
OF LAURA E. CHARLES,
DECEASED.
COMPLAINANTS EXHIBIT
NO. 3.
Filed Feb. 26, 1941.

LAURA E. CHARLES.

I, Laura E. Charles, of Harford County, State of Maryland, do make this, my last will and testament, hereby revoking any and all wills heretofore made.

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

First: to my granddaughter, Pauline Baker Tarring, I hereby devise and bequeath my one-third interest in my three farms in Queen Anne's County, Maryland, being the same and all the lands in said County, of which my late husband, Robert G. Charles, died seized, for her life time; and at her death, to her daughter Maxine Yarnall Tarring, absolutely in fee simple.

Second: To my said great granddaughter, Maxine Yarnall Tarring, the sum of three thousand dollars.

Third: To my granddaughter, Anne Charles Smith, the sum of one thousand dollars.

Fourth: To my daughter, Mabel C. Smith, I hereby devise the rest and residue of my estate, both real and personal, wherever situate and of whatever description, for her lifetime, and at her death to her children living at

that time and to the children of any deceased child, in equal shares, absolutely .

Fifth: I hereby constitute and appoint the said Mabel C. Smith and Pauline Baker Tarring to be the Executrices of this, my last will and testament.

As witness my hand and seal this 28th day of July, 1937.

Laura E. Charles (SEAL)

Signed, sealed, published and declared by the above named testatrix, as and for her last will and testament, in the presence of us, who, at her request, in her presence and in the presence of each other hereunto subscribed our names as witnesses.

N. Paul Cronin

J. Wilmer Cronin

HARFORD COUNTY, SS.

On the 16th day of December, 1938; then came G. Walter Smith, and made oath in due form of law, that he does not know of any Will or Codicil of Laura E. Charles, late of said County, deceased, other than the above instrument of writing, and that he received the same from her safe deposit box at The First National Bank, Aberdeen, Md.

Sworn To in open Court.

TEST:

A. James Gross
Register Of wills of Harford County.

HARFORD COUNTY, SS.

ON THE 16th day of December, 1938, then came N. Paul Cronin and J. Wilmer Cronin, subscribing Witness to the foregoing last Will and Testament of Laura E. Charles, late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they together subscribed their names as witness to this Will in her presence and at her presence of each of her.

Sworn to in open Court.

Test:

A. James Gross
Register of Wills of Harford County.

IN THE ORPHANS' COURT OF HARFORD COUNTY.

The Register of wills of Harford County after having carefully examined the above last Will and Testament of Laura E. Charles, late of Harford County, deceased, and also the evidence adduced as to its validity, orders and decrees this 16th day of Dec., 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Laura E. Charles, deceased.

A. James Gross, R.W.H. Co.

STATE OF MARYLAND, HARFORD COUNTY, SCT:-

Register's Office, Feb. 12, 1941.

I, A James Gross, Register of Wills and Ex-Officio Clerk of the Orphans' Court of the County of Harford, State of Maryland, DO HEREBY CERTIFY, that the foregoing is a true and accurate copy of the Last Will and Testament of Laura E. Charles, late of Harford County, deceased, as the same is recorded among the will Record of Harford County in Liber A. J. G. No, 20, folio 223.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Orphans' Court of said County, the above date.

SEALS
PLACE.

A. James Gross
Register of Wills and Ex-Officio
Clerk of the Orphan Court.

Filed Feb. 26th. 1941.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed Feb. 28, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

(CORP) THE STATE OF MARYLAND
(SEAL)

TO Pauline Baker Tarring

Of Harford 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 fo Equity, at Centreville, in said County, on the first Manday of March next, to answer the complaint of

G. Walter Smith against you in said Court exhibited.

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

Witness, The Honorable Stephen R. Collins Chief Judge of our said Court, the first Monday of March 1941
Issued the 26th day of March 1941.

J. W. Cronin
Solicitor for Complainants

A. Sydney Gadd Jr. Clerk.

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

A. Sydney Gadd Jr. Clerk.

On the back of the foregoing Subpoena was thus endorsed to wit:
Feb. 27th, 1941 Summoned & copy of Subpoena & Bill of Complaint left.

W. E. Bennington
Sheriff of Harford CO.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed Feb. 28, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

(SEAL)
(PLACE.)

THE STATE OF MARYLAND.
TO Malcolm Y. Tarring

OF HARFORD COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That allexcuses set aside, you be ans appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of March next, to answer the complaint of G. Walter Smith against you in said court exhibited.

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

Witness, The Honorable Stephen R. Collins Chief Judge of our said Court, the first Monday of February 1941.
Issued the 26th. day of February 1941.

J. W. Cronin, Atty.
Solicitor for Complainant

A. Sydney Gadd Jr. Clerk/

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

A. Sydney Gadd Jr. Clerk.

On the back of the foregoing Subpoena was thus endorsed, to wit:
Feb. 27, 1941 Summoned & copy of Subpoena & Bill of Complaint left.

W. E. Bennington,
Sheriff of Harford Co.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed Feb. 28, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

SEAL
PLACE.

THE STATE OF MARYLAND
TO Anne Charles Smith, infant
Of Harford County, Greeting:

YOU ARE HEREBY COMMANDED, That all excuses set saide, 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 Manday of March next, to answer the complaint of G. Walter Smith against you in said court exhibited.

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

Witness, The Honorable Stephen R. Collins Chief Judge of our said Court, the first Monday of Februaty 1941.
Issued the 26th day of Februaty 1941.

A. Sydney Gadd Jr. Clerk.

J. W. Cronin
Solicitors for Complainant

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

A. Sydney Gadd Jr. Clerk.

And on the back of the foregoing Subpoena was thus endorsed to wit:
Feb. 27, 1941 Summoned ann Charles Smith, infant by service on her in the presence of G. Walter Smith her father and Natural Guardian & copy of Subpoena left with the said G. Walter Smith for her.

W. E, Bennington
Sheriff of Harford Co.

SUBPOENA FOR REPOENDENT
TO APPEAR AND ANSWER.
Filed Feb. 28, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

TO THE STATE OF MARYLAND CORP.
SEAL.

TO Maxine Y. Tarring, Infant
OF HARFORD COUNTY, GREETING:
YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of March next, to answer the complaint of G. Walter Smith against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins Chief Judge of our said Court, the first Monday of February 1941.
Issued the 26th. day of February 1941.

J. W. Cronin A. Sydney Gadd Jr. Clerk.
Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk.

On the back of the foregoing Subpoena was thus endorsed to wit,
Feb. 27, 1941. Summoned Maxine Y. Tarring, infant by service on her in the presence of Malcolm Y. Tarring, her father & Natural Guardian & Copy of Subpoena & Bill of Complaint left with the said Malcolm Y Tarring for her.

W. E. Bennington
Sheriff of Harford Co.

ORDER FOR APPEARANCE.
Filed March 13th, 1941.

G. Walter Smith	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Pauline B. Tarring,)	
Malcolm Y. Tarring	)	IN EQUITY,.
Maxine Y. Tarring, infant.)	

MR. CLERK:

Kindly enter my appearance for Malcolm Y. Tarring, one of the above named Defendants.

Filed March 13th. 1941.

G. Howlett Cobourn
Attorney for Defendant named.

ANSWER OF PAULINE
B. TARRING.
Filed April 10, 1941.

G. WALTER SMITH

VS.

PAULINE BAKER TARRING	..	IN THE CIRCUIT COURT
MALCOLM Y. TARRING	..	
ANN CHARLES SMITH	..	FOR
MAXINE Y. TARRING	...	QUEEN ANNE'S COUNTY
	..	
	..	IN EQUITY

TO THE HONORABLE, THE JUDGE OF SAID COURT.

The answer of Pauline Baker Tarring, one of the defendants to the Bill of Complaint in the above entitled cause, respectfully shows:

1.

Your respondent admits all the allegations as contained in said Bill of Complaint and assents to a decree of this Honorable Court for the sale of the lands described herein, and the division of the proceeds thereof among the parties entitled thereto.

AND AS IN DUTY BOUND, ETC.

Pauline Baker Tarring
Respondent

Wm. R. Horney
Solicitor

Filed April 10th 1941.

PETITION, AFFIDAVIT
AND ORDER OF COURT.
Filed Apr. 10th, 1941.

G. WALTER SMITH

VS.

PAULINE B. TARRING
MALCOLM Y. TARRING
ANN CHARLES SMITH
MAXINE Y. TARRING

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:
The petition of G. Walter Smith, the plaintiff in the above
entitled cause, respectfully shows:

1.
That the said Ann Charles Smith, his daughter, and the said
Maxine Y. Tarring, two of the defendants in said cause, have been duly returned
summoned, but being infants, cannot answer and defend this suit for themselves.

Your petition therefore prays Your Honors to appoint a guardian
ad litem to appear and answer for the said infants.

AND AS IN DUTY BOUND, etc.

J. Wilmer Cronin
Solicitor for Petitioner

STATE OF MARYLAND, COUNTY OF HARFORD, SCT.

I HEREBY CERTIFY, that on this 9th day of April, in the year
1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for
Harford County, duly commissioned and qualified, Personally appeared G. WALTER SMITH,
and made oath in due form of law that the matters and facts in the foregoing petition
are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal:

Filed Apr. 10th. 1941.

Marian R. Greenland
Notary Public.

B.
ORDER OF COURT
FILED April 23, 1941.

UPON the foregoing petition and affidavit, IT IS ORDERED,
this 23rd. day of April, 1941, by the Circuit Court for Queen Anne's County, that WILLIAM
R. HORNEY be, and he is hereby appointed guardian ad litem of the said Ann Charles
Smith and Maxine Y. Tarring.
Filed April 23, 1941.

Thos. J. Keating

A.
Answer of
MALCOLM Y. TARRING
Filed April 16th. 1941.

G. WALTER SMITH
VS.

PAULINE B. TARRING
MALCOLM Y. TARRING
ANN CHARLES SMITH
MAXINE Y. TARRING

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:
The answer of Malcolm Y. Tarring, one of the defendants to
the Bill of Complaint in the above entitled cause, respectfully shows:

1.
Your respondent admits all the allegations as contained in
said Bill of Complaint and assents to a decree of this Honorable Court for the sale
of the lands described herein.

AND AS IN DUTY BOUND, etc.

Filed April 16th. 1941.

G. Howlett Cobourn
Solicitor for Respondent

ANSWER OF GUARDIAN AD LITEM
 Filed April 24th. 1941.

G. WALTER SMITH)
 VS.)
 PAULINE B. TARRING, ET AL.)
) IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S
) COUNTY
) IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ann Charles Smith and Maxine Y. Tarring, infants, by William R. Horney, guardian ad litem, duly appointed by order of this court, to the Bill of Complaint in the above entitled cause, respectfully shows:

1.

That these defendats being infants, can neither admit nor deny the matters and things as alleged in said Bill, and submit their rights therein to the protection of this Court.

AND AS IN DUTY BOUND, etc.

Wm. R. Horney
 Wm. R. Horney
 Guardian Ad. Litem.

ORDER TO TAKE
 TESTIMONY
 Filed April, 26. 1941.

G. Walter Smith)
 vs.)
 Pauline B. Tarring,)
 et al.)
) IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S
) COUNTY
) IN EQUITY
) #3268.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of G. Walter Smith, plaintiff in the above entitled cause, respectfully shows:

That all of the defendants in said cause have appeared and answered the Bill of Complaint filed herein, and your petitioner desire to take testimony to substantiate the allegations as contained in said Bill before one of the standing Examiners of this Court.

Your petitioner therefore prays for an Order of Court giving him leave to take testimony on said cause,

AND AS IN DUTY BOUND, etc.

J. Wilmer Cronin
 Solicitor for Petitioner.

Filed April 26, 1941.

ORDERED OF
 THE COURT.
 Filed April. 26. 1941.

ORDERED, this 26th day of April 1941, by the Circuit Court for Queen Anne's County in Equity, that leave be and is hereby granted unto the petitioner, that testimony be taken in the above entitled cause before one of the standing Examiners of this Court.

Filed April 26, 1941.

Thos. J. Keating

TESTIMONY
 Filed May. 10th, 1941.

G. WALTER SMITH)
 VS.)
 PAULINE B. TARRING)
 MALCOLM Y. TARRING)
 ANN CHARLES SMITH)
 MAXINE Y. TARRING)
) IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
) NO. 3268.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

J. Wilmer Cronin, Esquire, solicitor for the complainant, having notified your Examiner that he desired to take testimony at your Examiner's Office in Centreville, Maryland, on Wednesday, May 7, 1941, and this Honorable Court having granted leave unto your petitioner to take testimony in said case, your Examiner did attend, at his office in Centreville, Maryland, at 12 o'clock noon,

on Wednesday, May 7, 1941, there being present G. Walter Smith, the complainant; his solicitor, the said J. Wilmer Cronin, and W. R. Horney, Esquire, guardian ad litem for the infant defendant, and proceeded to take the following testimony, to wit:

DR. WILLIAM H. FISHER, the first witness, of lawful age, having been duly sworn, deposes and says:

By Mr. Cronin:

1Q.- You are a practicing physician and live at Centreville?

A.- Yes.

2Q.- Do you know the parties to this suit, G. Walter Smith, complainant, and Pauline B. Tarring and Malcolm Y. Tarring, her husband, and Ann Charles Smith and Maxine Y. Tarring, defendants?

A.- Yes.

3Q.- Did you know Mabel C. Smith during her lifetime?

A.- Yes.

4Q.- Is she living?

A.- No, she is dead.

5Q.- Do you know whether she died leaving a Will, or not?

A.- I don't know that.

6Q.- Was Mr. G. Walter Smith, the complainant, her husband?

A.- He was.

7Q.- And Pauline Baker Tarring, her daughter?

A.- Yes.

8Q.- And Malcolm Y. Tarring is the husband of Pauline B. Tarring?

A.- Yes.

9Q.- Ann Charles Smith is the daughter of Mrs. Smith also?

A.- Yes.

10Q.- They are the only two children Mrs. Smith had, to your knowledge, who are living?

A.- Yes.

11Q.- Are any of these four defendants infants?

A.- Ann Charles Smith is only about thirteen years of age and Maxine Y. Tarring is probably around eleven.

12Q.- Are you familiar with the property that Mrs. Smith owned at the time of her death?

A.- She owned a farm and canning factory at Wye Mills.

13Q.- You were one of the appraisers in the Orphan' Court here, for her property, were you not?

A.- Yes, I was.

14Q.- What is the acreage of the farm?

A.- In the neighborhood of 452 acres.

15Q.- What do you consider the value of the farm?

A.- We appraised it at \$ 15,000.

16Q.- Do you know whether or not Mrs. Smith owned the entire farm or two-thirds of it?

A.- She owned two-thirds of it.

17Q.- In your appraisal listed in the Orphan' Court, you stated she had a two-thirds interest in it?

A.- That is right.

18Q.- Did Mrs. Smith own the canning factory entirely?

A.- Yes.

19Q.- What is the value of the canning house property?

A.- \$3400.00

20Q.- Since Mrs. Smith's death, the two thirds interest in the farm is owned by G. Walter Smith and her children, Pauline B. Tarring and Ann Charles Smith?

A.- I would think so.

21Q.- And the canning factory is owned the same way, in its entirety?

A.- That is correct.

22Q.- Do you consider that the farm and canning house properties could be divided among the owners without material loss or injury?

A.- No.

23Q.- The only method of making division among the three owners would be selling the real estate and dividing the proceeds?

A.- Yes, that would be the fairest way.

24Q.- What did you value the canning house property at?

A.- We appraised it at \$3500. and I think at present prices, that is all it is worth

25Q.- You know Maxine Y. Tarring, the daughter of Pauline B. Tarring?

A.- Yes.

26Q.- You knew Mrs. Laura E. Charles during her lifetime?

A.- Yes.

27Q.- Maxine Y. Tarring was Mrs. Charles' great grand-daughter?

A.- She was.

28Q.- She is an infant under the age of twenty-one years?

A.- Yes.

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 examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer: No.

W. Henry Fisher.

JOHN E. KINNAMON, the second witness, of lawful age, having been duly sworn, deposes and says:

1Q.- You live in Queen Anne's County?

A.- At this time I do.

2Q.- How long have you lived here?

A.- I moved over in Queen Anne's County on Oct. 16, 1939.

3Q.- Prior to that time, where did you live?

- A.- Within three doors of Mr. and Mrs. R. G. Charles in Talbot Co.
- 4Q.- Mr. and Mrs. Charles were the parents of Mabel C. Smith?
- A.- Yes.
- 5Q.- You knew Mrs. Mabel C. Smith during her lifetime?
- A.- Yes.
- 6Q.- You know the parties to this suit, G. Walter Smith, complainant, and Pauline B. Tarring, Malcolm Y. Tarring, her husband, and Ann Charles Smith and Maxine Y. Tarring, the defendants?
- A.- Yes.
- 7Q.- Mr. G. Walter Smith was the husband of Mabel C. Smith?
- A.- Yes.
- 8Q.- And Pauline B. Tarring and Ann Charles are her two children?
- A.- Yes.
- 9Q.- Did she any other children living, to your knowledge?
- A.- No.
- 10Q.- Pauline B. Tarring is an adult, and Ann Charles Smith is an infant, under the age of twenty-one years?
- A.- That is correct.
- 11Q.- You are familiar with the property of Mrs. Smith in Queen Anne's County, of which she died seized?
- A.- Yes sir.
- 12Q.- Of what does it consist in Queen Anne's County?
- A.- A farm and canning house property.
- 13Q.- What is the acreage of the farm?
- A.- I believe it is 452 acres.
- 14Q.- Do you know whether or not Mrs. Smith owned it entirely at the time of her death?
- A.- Only a portion of it, I believe.
- 15Q.- What portion?
- A.- A two-thirds interest.
- 16Q.- At what did you value the farm in its entirety?
- A.- \$15,000.
- 17Q.- You were also one of the appraisers in the Orphans' Court?
- A.- Yes sir.
- 18Q.- At what did you value the canning house property?
- A.- \$3500.00
- 19Q.- What is the acreage of that property?
- A.- I am not quite sure, but approximately ten acres.
- 20Q.- That ten acres is improved by a frame canning house?
- A.- Yes.
- 21Q.- And the farm is improved by what buildings?
- A.- A house and stable, sheds and granary.
- 22Q.- Since Mrs. Smith's death, the owner of that two-thirds interest in the farm are Mr. Smith, her husband; and Pauline B. Tarring and Ann Charles Smith, her two children, are they not?
- A.- Yes.
- 23Q.- Are you familiar with the Will of Mrs. Charles?
- A.- I never read the Will, but I understood that she willed one-third to her grand-daughter, Pauline Baker Tarring for her life, and the remainder to her great grand-daughter, Maxine Y. Tarring.
- 24Q.- Mrs. Laura E. Charles owned a one-third interest in that farm as an heir of her husband, the late Robert G. Charles?
- A.- Yes.
- 25Q.- Why do you say that the property could not be divided without material loss or injury?
- A.- There is a road that runs through the property, and the buildings are all on side, and the way it lays, I don't see how it could be divided among those concerning, with the exception of selling and dividing the proceeds.
- 26Q.- Do you know Maxine Y. Tarring?
- A.- Yes.
- 27Q.- She is an infant under the age of twenty-one years?
- A.- Yes.
- 28Q.- Did you know Laura E. Charles?
- A.- Yes.
- Do you know, or can you state, any other matter or thing which may be benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yes, state the same fully and at large in your answer.
- Answer. No.

John E. Kinnamon

- G. WALTER SMITH, the third witness, of lawful age, being duly sworn, deposes and says:
- 1Q.- You live in Aberdeen?
- A.- Yes.
- 2Q.- You were the husband of the late Mabel C. Smith?
- A.- Yes.
- 3Q.- When did she die?
- A.- July 13, 1940.
- 4Q.- How many children did Mrs. Smith have living at the time of her death?
- A.- Her daughter, Pauline B. Tarring, by Hollis R. Baker; and a daughter by myself, Ann Charles Smith.
- 5Q.- Did she die testate or intestate?
- A.- Intestate.
- 6Q.- Who qualified as administrators of her estate?
- A.- Pauline B. Tarring and myself.
- 7Q.- Did she own any real estate in Queen Anne's County at the time of her death?
- A.- She owned a two-thirds interest in a farm, which she inherited from her father, the late R. G. Charles, the remaining one-third interest was owned by her mother, Laura E. Charles; and a canning house property.
- 8Q.- Is Mrs. Charles living?

- A.- No, she is dead.
 9Q.- She left a Will leaving her one-third interest in the farm to Pauline B. Tarring, and at her death to her great grand-daughter, Maxine Y. Tarring?
 A.- Yes. That is correct.
 10Q.- What is the acreage of the farm?
 A.- The farm is about 457 acres.
 11Q.- What is the value of it?
 A.- Around \$15,000 or \$16,000.
 12Q.- What is the acreage of the canning house property?
 A.- Ten or eleven acres.
 13Q.- What do you consider the value of that?
 A.- About \$3,000 or \$4,000.
 14Q.- You have heard Mr. Kinnamon's description of the buildings on these two properties, is that correct?
 A.- Yes it is.
 15Q.- Following the death of Mrs. Smith, you and her two daughters own together a one-third interest each in the canning house property, and Mrs. Smith's two thirds interest in the farm, do you not?
 A.- That is right.
 16Q.- Your daughter, Ann Charles Smith, is an infant?
 A.- Yes, She was thirteen years old the 2nd day of May, 1941.
 17Q.- Pauline B. Tarring's daughter, Maxine Y. Tarring, is also an infant?
 A.- Yes. She is eleven years old, I believe.
 18Q.- Have you qualified as guardian in the Orphans' Court for Harford County for Ann Charles Smith?
 A.- Yes, I have.
 19Q.- And Pauline B. Tarring has qualified as guardian for her daughter, Maxine Y. Tarring?
 A.- Yes, as far as I know she has.
 20Q.- Is the real estate, farm and a canning house properties, located in Queen Anne's County, susceptible of division among the owners without material loss or injury?
 A.- No.
 21Q.- Why do you say that?
 A.- There is only one set of buildings on each property, and if they were divided, there would be no buildings on some of it.
 22Q.- Is that true of the farm property?
 A.- Yes.
 23Q.- Are either of these properties mortgaged?
 A.- No.
 24Q.- Malcolm Y. Tarring, the remaining adult defendant, is the husband of Pauline B. Tarring?
 A.- Yes.
 25Q.- And all of the defendants, and yourself, reside at Aberdeen, Maryland?
 A.- Yes.
 26Q.- So that the farm in question is now owned as follows: a two-ninths interest to you, a two-ninths interest to Ann Charles Smith, and a three-ninths interest to Maxine Y. Tarring, subject to the life interest of Pauline Baker Tarring?
 A.- Yes. That is correct.
 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.

G. Walter Smith?

Mr. Cronin then handed to the Examiner a certified copy of the will of Laura E. Charles and asked that it be filed as an exhibit in this case, and the same is filed and marked Examiner's Exhibit No. 1; also a certified copy of a deed from Byron W. Holden and wife to Robert G. Charles, and requested that it be filed, and the same was filed and marked Examiner's Exhibit No. 2; and a certified copy of a deed from John C. Skinner and wife to Robert G. Charles, and requested that it be filed in this cause and the same was filed and marked Examiner's Exhibit No. 3.

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

H. B. W. Mitchell, Examiner, -----	\$12.00
Marian R. Greenland, Stenographer, -----	4.50
Dr. William H. Fisher, Witness, -----	.75
John E. Kinnamon, Witness, -----	.75
G. Walter Smith, Witness, (complainant) -----	.75
	<u>\$18.75</u>

H. B. W. Mitchell
 Examiner.

EXAMINERS EXHIBIT
NO. 1.
Filed May 7th. 1941.

LAURA E. CHARLES

I, Laura E. Charles, of Harford County, State of Maryland, do make this, my last will and testament, hereby revoking any and all wills hereby made.

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

First: To my granddaughter, Pauline Baker Tarring, I hereby devise and bequeath my one-third interest in my three farms in Queen Anne's County, Maryland, being the same and all the lands in said County, of which my late husband, Robert G. Charles, died seized, for her life-time; and at her death, to her daughter Maxine Yarnall Tarring, absolutely in fee simple.

Second: To my said great granddaughter, Maxine Yarnall Tarring, the sum of three thousand dollars.

Third: To my granddaughter, Ann Charles Smith, the sum of one thousand dollars.

Fourth: to my daughter, Mabel C. Smith, I hereby devise the rest and residue of my estate, both real and personal, wherever situate and of whatever description, for her lifetime, and at her death to her children living at that time and to the children of any deceased child, in equal shares, absolutely.

Fifth: I hereby constitute and appoint the said Mabel C. Smith and Pauline Baker Tarring to be the Executrices of this, my last will and testament.

As witness my hand and seal this 28th day of July, 1937.

Laura E. Charles (SEAL)

Signed, sealed, published and declared by the above named testatrix, as and for her last will and testament, in the presence of us, who, at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses.

N. Paul Cronin

J. Wilmer Cronin

HARFORD COUNTY, SS.

On the 16th day of December, 1938; then came G. Walter Smith, and made oath in due form of law, that he does not know of any will or Codicil of Laura E. Charles, late of said County, deceased, other than the above instrument of writing, and that he received the same from her safe deposit box at The First National Bank, Aberdeen, Md.

Sworn to in open Court.

TEST:

A. James Gross
Register of Wills of Harford County.

HARFORD COUNTY, SS.

On the 16th day of December, 1938, then came N. Paul Cronin and J. Wilmer Cronin, subscribing Witnesses to the foregoing last Will of Testament of Laura E. Charles, late of said County, deceased, made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will of Testament; that at the time of her so doing she was to the best of their apprehension, of sound and disposing mind, memory and understanding, and that they together subscribed their names as witness to this Will in her presence and at her request, and in the presence of each other.

Sworn to in open Court.

Test:

A. James Gross
Register of Wills of Harford County.

IN THE ORPHANS' COURT OF HARFORD COUNTY.

The Register of Wills of Harford County after having carefully examined the above last Will and Testament of Laura E. Charles, late of Harford County, deceased, and also the evidence adduced as to its validity, orders and decrees this 16th day of Dec., 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Laura E. Charles, deceased.

A. James Gross, R. W.H. Co.

STATE OF MARYLAND, HARFORD COUNTY, SCT:-

Register's Office, Feb. 12, 1941.

I, A. James Gross, Register of Wills and EX* Officio Clerk of the Orphans' Court of the County of Harford, State of Maryland, DO HEREBY CERTIFY, that the foregoing is a true and accurate copy of the Last Will and Testament of Laura E. Charles, late of Harford County, deceased, as the same is ~~xxxxxx~~ recorded among the Will Records of Harford County in Liber A S.G. No. 20, folio 223.

COURT
Seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Orphans' Court of said County, the above date.

A. James Gross.
Register of Wills and Ex-Officio
Clerk of the Orphans' Court.

Filed Feb. 26th. 1941.

EXAMINERS EXHIBIT NO.2.
FILED BY EXAMINER MAY 7th. 1941.
Filed May 10, 1941,

.....
#5958½ QUEEN ANNE'S COUNTY, TOWIT: be
it remembered that on the second day of June in the year nineteen hundred and
sevebteen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this second day of June, in the year
nineteen hundred nd seventeen, by Byron W. Holden and A. Jane Holden, his wife,
of Queen Anne's County, State of Maryland,

W I T N E S S E T H: that , for and in consideration of sum
of Six Thousand Dollars (of which said sum there has been paid in cash the sum
of Two Thousand Dollars, the receipt whereof is hereby acknowledge, and the remainder
thereof, to wit: the sum of four thousand dollars is satisfisfied by the assumption
on the part of the grantee hereof, Robert G. Charles, of a mortgage lien, upon
the real estate hereinafter described ans conveyed, executed and delivered by the
said Byron W. Holden to John E. George to secure the payment of the principal sum
of Four Thousand Dollars, dated the twenty seventh day of November, in the year
nineteen hundreð and fourteen, and now of record in Liber W.F.W. No.6, folios 254&c.,
a land record book for Queen Anne's County aforesaid, which said mortgage has been
assigned by the said John E. George to The Sudlersvill Bank of Maryland), the said
Byron W. Holden and the said S. Jane Holden, his wife, do hereby grant and con vey
unto the said Robert G. Charles, of Harford County, in the State of Maryland, his
heirs and assigns, in fee simple, the following real estate, to wit:

A L L that tract of land or farm, being a part of a tract called
"The Wye Farm", "Wilton", "Wilton Addition", situate in the Third Election District
of Queen Anne's County, Maryland, on the right or south side of the public road leading
form Grange Hall Corner, on the State Road leading from Centreville to Easton, to
Wye Station on the M.D.&V. Railway, beginning for said tract or farm at a point
an said public road where a stone is planted at the end of the division fence
between the land now being describes and other lands of said Robert G. Charles
lately b y him from John C. Skinner and wife and at one time owned by John E. Geo-
rge, running from said stone with said public road to the land of the Maryland,
Deware and Virginia Railway Company, thence with the lands of said railway
company to the corner of a woods, thence from the corner of said woods to the
ravine or stream making into the back field of the farm now being described, thence
with said ravine or stream to the division fence between the land now being described
and the other lands of the said Robert G. Charles, at the head of the Wye Mills
mill pond, and from said last mentioned point in the division fence between the
land now being described and the lands of said Robert G. Charles, thence with said
last mentioned division fence to the place of beginning on said public road,
containing eighty eight acres of land, more or less, being the same and all
the la nd conveyed to the said Bryon W, Holden in the deed from John E. George and
wife bearing date the twenty seventh day of November, in the year nineteen hundred
and fourteen, and recorded in Liber W.F.W. No. 6, folios 254 &c., a land record
book for Queen Anne's County aforesaid to which said deed and the references therein
contained reference is hereby specially made.

T O G E T H E R with the buildings and improvements thereon erect-
ed and being and all and singular the rights, roads, ways, waters, privileges and
advantages t ereto belonging or in anywise appertaining.

A N D the said Byron W. Holden d oes hereby covenant that he will
warrant specially the above described property, except as against the afresaid
mortgage exxcuted by said Byron W. Holden to J hn E. George and now held by The
Sudlersville Bank of Maryland, to the extent of the sum of Four Thousand Dollars
with interest from the first day of July, in the year 1917, and that he will
execute such further assurances of said land as may be requisite or necessary.

Witness the hands and seals of the grantors.

Byron W. Holden (SEAL)

S. Jane Holden (SEAL)

Test:-
C.S.Jump.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 2nd. day of June, in the year nineteen
hundred and seventeen, before the subscriber, a Justice of the Peace of the State
of Maryland, in and for Queen Anne's County, personally appeared Byron W. Holden
and A. Jane Holden, his wife, and did each acknowledge the foregoing deed to be
their respective act.

C. S. Jump
Justice of the Peace.

State of Maryland,

Queen Anne's County, towit:

I hereby certify that the foregoing is truly taken and copied
from Liber W. F. W. No. 10, folios 359, etc., a land Record Book for Queen Anne's
County.

Court
Seal.

In Testimony Whereof I have hereunto subscribed
my name and affixed the Seal of the Circuit Court
for Queen Anne's County this 26th day of February ,
in the year nineteen hundred and forty one.

A. Sydney Gadd Jr.
Clerk of the Circuit Court for Queen
Anne's County, Maryland.

EXAMINERS EXHIBIT NO 3.
FILED BY EXAMINERS MAY 7th. 1941.
FILED MAY 10th, 1941.

.....

#59 17 Q U E E N A N N E ' S C O U N T Y, to wit:
be it remembered that on the First day of May in the year nineteen hundred
and seventeen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this first day of May, in the year nineteen
hundred and seventeen, by John C. Skinner and Mame B. Skinner, his wife, of Queen
Anne's County, in the State of Maryland;

W I T N E S S E T H: that in consideration of the sum of Thirty
Three Thousand and Five Hundred Dollars (of which said sum there has been paid
in cash the sum of Twenty Three Thousand and Five Hundred Dollars (\$23,500.00),
the receipt whereof is hereby acknowledge, and the remainder thereof, to wit: the
sum of Ten Thousand Dollars (\$10,000.00) is satisfied by the assumption on the
part of the grantee herein, Robert G. Charles, of a mortgage upon the real estate
hereinafter described as "Parcel No. 1" and "Parcel No. 2", executed by the said
John C. Skinner and Mame B. Skinner, his wife, to John E. George, bearing date
the 2nd. day of August, in the year nineteen hundred and fifteen, and recorded
in Liber W. F. W. No. 7, folios 438 &c., a land record book for Queen Anne's
County, Maryland, for the sum of Eleven Thousand Dollars, assigned by the said
John E. George to Ella F. Bordley, and of which said mortgage indebtedness there
remains unpaid the said sum of \$10,000.00, with interest thereon from February
2, 1917, the payment of which said mortgage to the extent of said sum of \$10,000.00
with interest from February 2, 1917, is hereby assumed by said Robert G. Charles),
the said John C. Skinner and Mame B. Skinner, his wife, do hereby grant and convey
unto the said Robert G. Charles of Harford County, in the State of Maryland,
his heirs and assigns, in fee simple, the following real estate, to wit:

Parcel No.1. All that tract of land or farm, being a part of a tract
of land known as "The Wye Farm", "Wilton", or "Wilton Addition", "The Matthias
George Farm", or by whatsoever name or names the same may be known or called,
situate in the Third Election District of Queen Anne's County, Maryland, in
the south eastern apex formed by the intersection of the State Road leading
from Centreville to Easton with the road leading from Queenstown to Wye
Station, by way of Grange Hall Corner, beginning for the same at the intersection
of the aforesaid road and running with the Queenstown- Wye Station road to the
division fence between the lands now being described and the land of Byron W.
Holden, formerly a part of the same tract of land and which has lately been
purchased by the said Robert G. Charles from said Holden, where a stone is
planted marked "J.S. 1915", and running from thence with said division fence
to another stone marked "J.S. 1915", thence to the stream at the head of the
Wye Mills mill pond, thence with the stream and the Wye Mills mill pond to
the property of John W. Sewell, thence with the property of said Sewell and
the property of Elizabeth Woolcott and the property of Laura V. Kinnamon to the
aforesaid state road from Centreville to Easton and thence with said road to
the place of beginning, containing two hundred and ten acres of land, more or less.

Parcel No.2. All that parcel of land, being also a part of
"Wilton Addition" situate in the third election district of Queen Anne's
County, Maryland, adjoining also the aforesaid Byron Wye Mills mill pond and the
division fence between the parcel of land now being described and the Holden
tract to the property of the said railway company where a stone is planted,
containing twenty acres of land, more or less;

Said "Parcel No.1" and said "Parcel No.2" being the same and all
the land conveyed to the said John C. Skinner and Mame B. Skinner, his wife, by
deed from John E. George and wife bearing date the 2nd, day of August, in the
year nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7,
Folios 436 &c., a land record book for Queen Anne's County aforesaid, to
which said and the references therein contained reference is hereby
specially made.

Parcel No.3. All that tract of land or farm called or known as the
"Ketees Jarm", "Cloverfields", or whatsoever name or names the same may be
known or called, situate in the fifth election district of Queen Anne's
County, Maryland, on the opposite side of the aforesaid state road leading
from Centreville to Easton from Parcel No.1 herein first above described,
bounded on the east by the said state road, on the west by the public road
leading from Queenstown to Wye Mills, on the north by the public road leading
from Grange Hall corner on said state road to the said Queenstown Wye Mills
road, and bounded on the south by the land hereinafter described and conveyed
as "Parcel No.4" and by the lands of others, containing eighty four acres
of land, more or less;

Parcel No4. All that part of a tract of land or farm called
or known as "Wilton" or "Wilton Addition", or whatsoever name or names the
same may be known or called, situate in the fifth election district of
Queen Anne's County aforesaid, on the west or right side of the state road
leading from Centreville to Easton and bounded on the east by said road,
bounded on the north by the parcel of land herein last above described
"Parcel No3" and on the west and south by said "Parcel No.3", the Dawkins
land and the lands of others, and containing fifty five acres of land, more or
less.

The said "Parcel No.3" and said "Parcel No.4" hereinabove described
are the same two parcels of land described as "Parcel No.1" and "Parcel No.2"
in the deed to said John C. Skinner and Mame B. Skinner, his wife, from Frank T.
Price and wife, dated the 27th day of February, in the year nineteen hundred

of the purchase money to be paid in cash on the day of sale, or on the ratification thereof, in the discretion of said trustee; one-third thereof in six months and the residue in twelve months from the day of sale or all cash on day of sale, or on the ratification thereof at the option of the purchaser; the credit payments to bear interest from the day of sale, and to be secured by the notes or bonds of the purchaser, with surety to be approved by the said trustee. That as soon as convenient after such sale (and after a public offering the said real estate may be sold at private sale), the said trustee shall return to this Court a full and particular account of his proceedings in the premises, with an affidavit thereto annexed of the truth thereof, and of the fairness of such sale. And on the final ratification thereof, and the full payment of the whole purchase money (and not before) the said trustee is hereby authorized by a good and sufficient deed, acknowledged and recorded according to law, to convey to the purchaser his, her or their heirs, the property and estate, to him, her, or them sold, free, clear, and discharged from all claim of the parties to this cause.

And the said trustee shall bring into Court the money arising from the sale of the lands and premises, to be distributed under the direction of this Court after deducting the costs of suit and such commissions to the said trustee as the Court shall think proper to allow, in consideration of the skill, attention; and fidelity wherewith he shall appear to have discharged his trust.

Thomas J. Keating

CERTIFIED COPY OF BOND.
Filed June 14th. 1941.

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

Know all men by these presents: The we J. Wilmer Cronin of Harford County State of Maryland and the New Amsterdam Casualty Company, a body Corporate, of the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Thousand current money of the United States to be paid to the said State of Maryland, on its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us our and each of our heirs, executors and administrators jointly and severally, firmly by these presents, Sealed with our seals and dated this 9th day of June in the year of our Lord 1941.

Whereas, by a Decree of the Honorable Thomas J. Keating of the Circuit Court for Queen Anne's County in Equity, hearing date the 4th day of June in the year 1941 and passed in a cause pending in the Circuit Court for Queen Anne's County, on the Chancery side thereof, in which G. Walter Smith is Complainant and Pauline B. Tarring and Malcolm Y. Tarring her husband, Ann Charles Smith and Maxine Y. Tarring, are defendants, the said J. Wilmer Cronin was appointed Trustee and authorized and empowered to make sale of the lands and premises in the proceedings in the said cause mentioned, Now the Condition of the Above Obligation is such that if the said J. Wilmer Cronin shall well and faithfully perform the trust reposed in him by the said Decree or may be reposed in him by any future ordered decree in the premises, and shall in all things well and truly execute the duties of such Trustee, then the above and foregoing obligation to be null and void otherwise to be and remain in full force and virtue in law.

Miriam R. Greenland
Miriam R. Greenland

As To Surety
Esther L. Knouss
Esther L. Knouss

J. Wilmer Cronin (SEAL)

J. Wilmer Cronin

New Amsterdam Casualty Co.

By E. C. Due
E. C. Due
Vice President

On the back of the foregoing Bond was thus endorsed to wit:
Security approved and Bond filed June 14th. 1941.

A. Sydney Gadd, Jr. Clerk.

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. C. No.1, folios 181 and 182, A Bond Record Book for Queen Anne's County.

SEAL
PLACE.

In Testimony Whereof I hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th day of June A.D. 1941.

A. Sydney Gadd, Jr. Clerk.

REPORT OF SALE
BY TRUSTEE
FILED JULY 2nd. 1941.

G. WALTER SMITH

VS.

PAULINE B. TARRING
MALCOLM Y. TARRING
ANN CHARLES SMITH
MAXINE Y. TARRING

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

#3268.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of J. Wilmer Cronin, Trustee named under a decree in the above entitled cause, to sell the real estate therein, respectfully shows:

That having duly filed his approved bond and given notice of the time, place, manner and terms of sale by advertisement in the Centreville Record-Observer and the Easton Star Democrat, two newspaper published in Queen Anne's and Talbot Counties respectively, for more than three before the day of sale, and by other notices circulated throughout said County, he did, pursuant to said notice, attend at said sale, on the premises as hereinafter described, near Wye Station, in the Third Election District of Queen Anne's County, Maryland, on Saturday, the 28th day of June, at 3:45 P.M. and then and there proceeded to sell the following real estate:

All those certain five parcels of land situate partly in the third and partly in the Fifth Election Districts of Queen Anne's County, said parcels together containing four hundred and fifty-seven acres (457) of land, and being the larger part of the lands of which Robert G. Charles, late of Queen Anne's County died seized, and a portion of which Mabel C. Smith died seized, being the same and all the lands as described in the attached copy of the advertisement, and being the same and all the lands as described in the following deeds: John C. Skinner and wife to Robert G. Charles, dated May 1, 1917, and recorded among the Lands Records of Queen Anne's County in Liber W. F. W. NO. 10, folio 298; and Byron W. Holden and wife to Robert G. Charles, dated June 2, 1917, and recorded among the aforesaid Land Record in Liber W. F. W. NO. 10, folio 359.

AND your Trustee sold said farm or tract of land to Theodore E. Fletcher, at and for the price of Twenty thousand dollars (\$20,000), be being the highest bidder therefore.

That the aforesaid sale was bona fide and fairly made, and for the best prices obtainable, and the said Theodore E. Fletcher, the purchaser, has promised to comply with the terms of sale prescribed by said decree.

AND AS IN DUTY BOUND, etc.

J. WILMER CRONIN
Trustee

STATE OF MARYLAND, COUNTY OF HARFORD, SCT.

I HEREBY CERTIFY, that on this 30th day of June, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, personally appeared J. WILMER CRONIN, the above named Trustee, and made oath in due form of law, that the matters and facts stated in the foregoing report are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal:

Filed July 2nd. 1941.

MARIAN R. GREENLAND
Notary Public.

CERTIFIED COPY OF
ADVERTISEMENT OF
TRUSTEE'S SALE.
Filed July 2nd. 1941.

J. Wilmer Cronin, Solicitor
Aberdeen, Maryland.

TRUSTEE'S SALE
OF
VALUABLE FARM
SITUATE NEAR WYE STATION, QUEEN ANNE'S COUNTY

By virtue of the power and authority contained in a decree in the case of Smith vs. Tarring, in the Circuit Court for Queen Anne's County in Equity, the undersigned Trustee named therein, will offer at public auction on the premises near Wye Station on the M.D.&V. Railroad, on Saturday, June 28, 1941 at 3:45 P.M. the following described real estate:

All that certain real estate known as "The Wye Farm", "Wilton", "Wilton Addition" and a portion of it known as "The Mathias George Farm" situate in the Third and Fifth Election District of Queen Anne's County, near Wye Station, on the Maryland, Delaware and Virginia Railroad, and on both sides of the State road leading from Centreville to Easton, and on the County road leading from

Queenstown to Wye Station by way of Grange Hall Corner, being composed of several parcels, more particularly described as follows:

PARCEL No. 1--Two hundred and ten acres (210), more or less, situate in the Third Election District of Queen Anne's County, in the southeastern apex formed by the intersection of the Centreville-Easton State road with the said road leading from Queenstown to Wye Station, by way of Grange Hall Corner, and running from the intersection of said roads, with the Queenstown-Wye Station road, to the division fence between this parcel and the lands formerly owned by Byron W. Holden, hereinafter described as Parcel No. 5, where a stone is planted marked "J.S. 1915" and running thence with the said division fence to another stone "J. S. ", thence to the stream at the head of the Wye Mills millpond, and thence with the stream and pond to the property of John W. Sewell, thence with the property of said Sewell and the properties of Elizabeth Woolcott and Laura K. Kinnamon to the aforesaid Centreville -Easton State road, and thence with said road to the place of beginning.

PARCEL No. 2-- Containing twenty (20) acres of land, situate in the Third Election District of Queen Anne's County, adjoining also the former Byron W. Holden land hereinafter described as Parcel No. 5, and bounded by the said Railroad, the said stream running from said Railroad property to the millpond, and the division fence between this tract and Parcel No. 5, and the property of said Railroad where a stone is planted.

Said Parcel No. 1 and 2 being the same lands conveyed by deed from John E. George and wife to John C. Skinner and wife, dated August 2, 1915, and recorded among the lands Records of Queen Anne's County in liber W. F. W. No. 7, folio 436.

PARCEL No. 3.--Containing eighty-four (84) acres of land, more or less, situate in the Fifth Election District of Queen Anne's County, and also known as the "Kettes Farm", or "Cloverfields", lying on the opposite side of the said Centreville- Easton road from Parcel No. 1 as above described, bounded on the east by the said State road, on the west by the Queenstown- Wye Mills road, on the north by the public road leading from Grange Hall Corner on said State road to the said Queenstown-Wye Mills road, and bounded on the south by the land hereinafter described as Parcel No. 4 and other lands.

PARCEL No. 4--Containing fifty-five (55) acres of land, more or less, situate in the Fifth Election District of Queen Anne's County, lying on the west, or right side, of the said Centreville-Easton State road, and bounded on the north by Parcel No. 3 as above described, and on the west and south by Parcel No. 3, the Dawkins land and lands of others,

The said Parcel Nos. 3 and 4 being the same lands as described in a deed from Frank T. Price and wife to the said John C. Skinner and wife, dated February 27, 1917, and recorded among the aforesaid Land Records in Liber W.F.W. No. 10, folio 176; and all of said Parcel Nos. 1 to 4 being the same and all the lands as described in a deed from the said John C. Skinner and wife to Robert G. Charles, dated May 1, 1917, and recorded among the aforesaid Land Record in Liber W.F.W. No. 10, folio 298.

PARCEL No. 5-- Containing eighty-eight (88) acres of land, more or less, situate in the Third Election District of said County, and lying on the south side of said Public road leading from Grange Hall Corner on the said Centreville-Easton State road to the said Wye-Station, and beginning for the same at a point on said road where a stone is planted at the end of the division fence between this tract and the land as above described in Parcel Nos. 1 and 2 and running with said Public road to the land of the said Railroad Company, thence with the lands of said Railroad Company to the corner of woods, thence from the corner of said woods to the ravine or stream making into the back field of this tract, thence with said ravine or stream to the division fence between this tract and said tracts No. 1 or 2 at the head of the Wye Mills millpond and thence with said division fence to the place of beginning, being the same and all the lands as described in a deed from John E. George and wife to Byron W. Holden, dated November 27, 1914, and recorded among the aforesaid Land Record in Liber W. F. W. No. 6, folio 254 and being further described in a deed from Byron W. Holden and wife to Robert G. Charles, dated June 2, 1917, and recorded among the aforesaid Land Record in Liber W. F. W. No. 10, folio 259,

The improvements consist of a comfortable ten room, frame house, horse barn and stock shed, implement shed, two granaries, cow barn, milk cooling station and meat house, being the main building on said farm and on other parcels a tenant house barn and smoke house, and another tenant house. Of the total acreage fifty (50) acres approximately are in good woodland, and the remaining four hundred and seven (407) acres are in an excellent state of cultivation.

The farm is nicely situate adjoining the canning house property as described in another advertisement.

The property will be offered, first by the parcel; the approximately eleven (11) acres adjoining the canning house as described in another advertisement, will be offered separately; the remainder of the farm will then be offered in three parcels; the farm will then be offered as an entirety, with or without the eleven (11) acres adjoining the canning house at the option of the undersigned Trustee, and will be sold to the best advantage.

TERMS OF SALE

The terms of sale as provided in said decree are one-third in cash on day of sale or on ratification thereof, one third in six months, and the balance thereof in twelve months, or all cash at the option of the purchaser,

credit payment to bear interest at the rate of 6%, and to be secured to the satisfaction of the undersigned.

J. Elmer Anthony, Auctioneer

J. Wilmer Cronin
Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 2, 1941.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. HEREBY CERTIFIES THAT THE annexed advertisement of a Trustees Sale of Real Estate in the case of G. Walter Smith vs. Pauline B. Tarring 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 5th day of June 1941, and the last insertion having been made on the 26th day of June 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
Filed July 2nd. 1941. By Evelyn S. Butler

NISI
Filed July 2, 1941.

G. Walter Smith

vs.

Pauline B. Tarring
Malcolm Y. Tarring
Ann Charles Smith
Maxine Y. Tarring

#

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

CHANCERY NO. 3268.

ORDERED, This 2nd. day of July A. D., 1941, that the sale of real estate made and reported in this cause by J. Wilmer Cronin, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 4th 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 4th day of August next.

The Report states the amount of sales to be \$20,000.

A. Sydney Gadd Jr. Clerk/

Clerk.

Filed July 2, 1941.

CFT. PUBLICATION
NISI SALE
Filed Sept. 5th 1941/

G. Walter Smith

vs.

Pauline B. Tarring
Malcolm Y. Tarring
Ann Charles Smith
Maxine Y. Tarring

#

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY

IN EQUITY.

CHANCERY No. 3268.

ORDERED, This 2nd. day of July A. D., 1941, that the sale of real estate made and reported in this cause by J. Wilmer Cronin, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 our successive weeks before the 4th day of August next.

The Report states the amount of sales to be \$ 20,000.

A, Sydney Gadd Jr., Clerk.

True Copy--
Test:

A, Sydney Gadd., Clerk.

Filed July 2, 1941.

4t-7-24

QUEEN ANNE'S RECORD- OBSERVER

Centreville Md. August 1, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of G. Walter Smith vs. Pauline Tarring 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 3rd. day of July, 1941, being more than four weeks before the 4th day of September 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
By Evelyn S. Butler

Filed Sept. 5th, 1941.

FINAL ORDER
OF RATIFICATION
Filed Sept. 5th. 1941.

G. WALTER SMITH

VS.

PAULINE B. TARRING
MALCOLM Y. TARRING
ANN CHARLES SMITH
MAXINE Y. TARRING

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

3268.

FINAL ORDER OF RATIFICATION

ORDERED, this fifth day of September, in the year 1941, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by J. Wilmer Cronin, Trustee, and reported in said 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; the said J. Wilmer Cronin, Trustee as aforesaid, is allowed the usual commission allowed by this Court upon the sale of real estate and for all expenses in connection therewith, upon producing the vouchers therefor before the auditor of this Court.

The Clerk of Court is hereby directed to amend the date of the Decree heretofore passed in this Cause, from May 4th to June 4th; and it is further.

ORDERED that additional bond in the amount of Four thousand dollars (\$4,000) be forthwith filed by the Trustee in this cause.

Filed Sept. 5th. 1941.

Thomas J. Keating

CERTIFIED Copy of Bond

Queen Anne's County, to wit: Be it remembered that on the tenth day of September in the year Nineteen Hundred and forty one the following Bond was filed for record, to wit:

That we, J. Wilmer Cronin and the New Amsterdam Casualty Company, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand dollars (\$4000,) 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, jointly and severally, firmly by these presents, Sealed with seals and dated this 6th day of September 1941. Whereas, by a Decree of the Honorable Thomas J. Keating of the Circuit Court for Queen Anne's County, in Equity, bearing date the 4th day of June, in the year 1941, and passed in a cause pending in said Court, in which G. Walter Smith is Complainant, and Pauline B. Tarring, et al, are defendants, the said J. Wilmer Cronin was appointed Trustee, and authorized and empowered to make sale of the lands and premises in the proceedings in this cause: and whereas bond was heretofore filed by said Trustee in the amount of Sixteen thousand dollars (\$16,000) and whereas the said lands been sold at a price of twenty thousand dollars (\$20,000) and whereas by a decree of the said Court dated the 5th day of September 1941 the said Trustee was directed to file and additional bond of Four Thousand dollars (\$4000,):

Now The Condition of the above obligation is such that if the said J. Wilmer Cronin shall well and faithfully perform the trust reposed in him by the said Decrees, or which shall or may be reposed in him by any future order or decree in the premises, and shall in all things well and truly execute the duties of such Trustee, then the above and foregoing obligation to be null and void, otherwise to be and remain in full force and virtue in law.

Test: Marian R. Greenland (Corporate) J. Wilmer Cronin (SEAL)
Marian R. Greenland (Seal.) J. Wilmer Cronin

Attest: J. E. Eierman N^{dw} Amsterdam Casualty Company
J. E. Eierman By, E. F. Dobson
E. F. Dobson, Vice President

Assistant Secretary
As to Surety Esther L. Knouss
Esther L. Knouss

On the back of the foregoing Bond was thus endorsed, to wit:
Sept. 10th. 1941. Bond filed and Security approved.

A. Sydney Gadd Jr. Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber W.H.C. No. 1, folio 188, a Bond Record Book for Queen Anne's County.

In Testimony Whereof, I hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th. day of September A. D. 1941.

SEALS
PLACE.

A. Sydney Gadd, Jr.
Clerk.

To do., for costs of trustee's bonds, Bond No. 1 filed by him,	64.00	
Bond No.2 filed by him,	16.00	
per account for same exhibited to the auditor, total of	<u>\$80.00</u>	\$ 80.00
To do., for costs of advertising no- tices of the sale of the real estate sold in this cause in Easton Star Democrat, per account for same exhibited to the auditor, the sum of . . . . .	.\$	\$ 68.75
To do., for costs of advertising notice of sale in Queen Anne's Record and Observer newspaper, notice of the sale of the real estate sold in this cause, per account for same exhibited to the auditor, the sum of		\$113.63
	\$ 1.254,23	<u>\$20,000.00</u>

CAUSE NUMBER 3268.

Continuation of Audit:

	DR.	CR.
Amounts brought over,	\$1.254.23	\$20,000.00
To J. Wilmer Cronin, trustee for the cost of printing Government postal relating to the sale of this cause per account for same exhibited to the auditor, to wit; the sum of \$	1.25	
To do., for the costs of advertising order nisi passed on report of sale, the sum of . . \$	5.00	
To do., for the charge of J.E. Anthony, auctioneer for crying the sale of the real estate sold in this cause, per account for same exhibited to the auditor, the sum of	\$ 50.00	
To do., for the 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	\$ 22.50	
	<u>\$1,336.48</u>	
To this balance which constitutes the net proceeds of said sale, to wit: the sum of , . . .	\$18,663.52	
	<u>\$20,000.00</u>	<u>\$ 20,000.00</u>

September 19, 1941.

Madison Brown
AUDITOR.

CAUSE NUMBER 3268.

Continuation of Audit:
Distribution among Co- owner:

	CR.
By balance, net proceeds, brought over, to wit:-. . . . .	.\$18,663.52
	DR.
To G.Walter Smith, plaintiff; 2/9 of above balance, to wit: the sum of	\$4,147.45
To Pauline B. Tarring, defendant, 2.9 of above balance, to wit: the sum of	\$4,147.45
To Ann Charles Smith, defendant, infant, 2/9 of above balance, to wit: the sum of	\$4,147.45
To Pauline Baker Tarring, defendant, life tenant under will of Laura E. Charles, for the lifetime of Pauline Baker Tarring, and at her death to Maxine Yarnall Tarring, defndant, infant,	

re mainderman under same will, absolutely,
3/9 of above balance, to wit: the sum of . . . \$6,221.17

\$18,663.52 \$18,663.52

September 19, 1941.

Madison Brown
AUDITOR

Filed Sept. 30th .1941.

NISI RATIFICATION
OF AUDIT
Filed Sept. 30, 1941.

NISI RATIFICATION OF AUDIT

G. Walter Smith

vs.

Pauline Baker Tarring, et al.

IN THE CIRCUIT COURT OF

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 3268.

ORDERED, T his 30th day of September in the year nineteen hundred and forty one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of October, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of October, 1941, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr.

Clerk.

Filed September 30. 1941.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed October 15th. 1941 .

NISI RATIFICATION
OF AUDIT

G. WALTER SMITH

VS.

PAULINE BAKER TARRING, ET AL,

In The Circuit Court for

Queen Anne's County, in

Equity.

Cause No. 3268.

ORDERED , this 30th day of September in the year nineteen hundred and forty -one that the Report and Account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24 th day of October, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of October, 1941, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. CLERK.

True Copy-*
Test:

A. SYDNEY GADD JR. CLERK?

Filed Septmber 30, 1941.

4t-10-23.

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md. October 15, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER CO. hereby certifies that the Nisi Ratification of audit in the case of G. Walter Smith vs. Pauline Baker Tarring 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 2nd day of October 1941, being more than two weeks beofre the 17th day of October 1941.

THE QUEEN ANNE'S RECORD- OBSERVER PUBLISHING CO.

By Evelyn S, Butler
Helen M. Booker

PETITION AFFIDAVIT
AND ORDER OF COURT.
Filed Oct. 15th , 1941.

G. WALTER SMITH
VS.
PAULINE TARRING, etal

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IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE NO. 3268.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Pauline B. Tarring, one of the defendants in the above entitled cause, respectfully shows:

1.

That the auditor in stating his account in the above entitled cause, has distributed to your petitioner, for her lifetime, by virtue of the provisions of the Will of Laura E. Charles, duly probated in the Orphans' Court for Harford County, the sum of Six thousand two hundred twenty one dollars and seventeen cents (\$6,221. 17); which said sum, at the death of your petitioner, is to be distributed to Maxine Yarnall Tarring, petitioner's daughter, absolutely; and which said sum is now in the hands of J. Wilmer Cronin, Trustee in the above entitled cause.

2.

That your petitioner is advised that a Trustee should be named by this Honorable Court, to invest said sum for her benefit during her lifetime, and at her death to pay said sum to the said Maxine Yarnall Tarring; and it is her desire, if possible, that this Court name J. Wilmer Cronin, a member of the Bar of Harford County, and counsel for her mother, Mabel C. Smith, and for her grandmother, the said Laura E. Charles during their lifetimes, and who aided in the settlement of their estate.

3.

That your petitioner and her said daughter reside in Aberdeen, County, Maryland, where petitioner expects to live during the remainder of her lifetime, and where she owns property; and is anxious that said fund be invested in a good mortgage, or mortgages, on property which she owns, or in other property in said Harford County.

TO THE END THEREFORE:

(a) That a Trustee be named by this Honorable Court to administer and invest said fund for the benefit of your petitioner and her daughter, and that if possible, he be directed to administer said fund under the direction and control of the Circuit Court for Harford County;

(b) That the said J. Wimer Cronin, Trustee in the above entitled cause, be authorized and directed to pay said fund to the said Trustee to be named to administer said fund;

(c) And for such and further orders as this Honorable Court may deem necessary and advisable.

AND as in duty bound, etc.

N. Paul Cronin
Solicitor

Pauline B. Tarring
Petitioner

STATE OF MARYLAND, COUNTY OF HARFORD, Sct.

I HEREBY CERTIFY, that on this 15th day of October, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared PAULINE B. TARRING And made oath in due form of law that the matters and facts contained in the foregoing petition are true and correct to the best of her knowledge and belief.

AS WITNESS my hand and Notarial seal:

Filed October 15th, 1941.

Marian R. Greenland
Notary Public

ORDER OF COURT.
Filed October 15th 1941.

UPON the foregoing petition and affidavit, IT IS ORDERED this 15th day of October, 1941, by the Circuit Court for Queen Anne's County, in Equity, that J. Wilmer Cronin be and he is hereby named as Trustee to administer the fund of \$6,221.17 described in the said petition, to invest the said sum under the direction and authority of the Circuit Court for Queen Anne's County, and pay the income therefrom to the said Pauline B. Tarring, during her lifetime, and at her death to pay the said sum to the remainderman, Maxine Y. Tarring; and that the said J. Wilmer Cronin, Trustee in the above entitled cause, pay the said sum of \$6,221.17 to the said J. Wilmer Cronin trustee herein named; and that the said J. Wilmer Cronin Trustee herein named, before he assumes the duties of said office, shall file a corporate bond in the sum of \$6500.00 in the said Circuit Court for County conditioned upon the faithful performance of his duties.

Filed October 15th 1941.

Thomas J. Keating

PETITION, AFFIDAVIT
 filed October 27th, 1941.

G. WALTER SMITH

VS.

PAULINE TARRING, et al.

IN THE CIRCUIT COURT FOR
 QUEEN ANNES COUNTY
 IN EQUITY

Case No. 3268.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of G. Walter Smith, guardian (and father) of Ann Charles Smith, an infant, and one of the defendants in the above entitled cause, respectfully shows:

1.

That your petitioner has been named guardian for his daughter, the said Ann Charles Smith, as will appear by reference to a certificate from the Orphans' Court for Harford county, attached hereto, and made a part hereof; and he has filed in the said Court a bond for the faithful performance of his duties; certified copy of which is hereto attached.

2.

That the auditor in stating his account in the above entitled cause, has distributed to the said Ann Charles Smith, the sum of Four thousand one hundred forty seven dollars and forty-five cents (\$4,147.45), which sum is now in the hands of J. Wilmer Cronin, Trustee in the above entitled cause.

Your petitioner therefore prays for an Order of Court directing the said J. Wilmer Cronin, Trustee, to pay to your petitioner, as the guardian of the said Ann Charles Smith, the said sum of Four thousand one hundred forty-seven dollars and forty-five cents (\$4,147.45).

AND AS IN DUTY BOUND, etc.

J. Wilmer Cronin -
 Solicitor

G. Walter Smith
 Petitioner

STATE OF MARYLAND, COUNTY OF HARFORD, sct.

I HEREBY CERTIFY, that on this 15th day of October, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared G. WALTER SMITH, and made oath in due form of law that the matters and facts contained in the foregoing petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal:

(Notary Public)
 (Seal)

Marian R. Greenland
 Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

That we, G. WALTER SMITH, as principal, and JOHN H. SMITH and EMILY T. SMITH, as surety, are held and firmly bound unto the State of Maryland, in the full sum of Twenty Thousand Dollars, to be paid to the said State of Maryland, the which payment, well and truly to be made and done, we bind ourselves, and every of us, our and every of our heirs, executors and administrators, in the whole, and for the whole, jointly and severally, firmly by these Presents. Sealed with our seals, and dated this 7th day of April, in the year of our Lord Nineteen Hundred and forty-one.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, G. Walter Smith, as Guardian to Anne Charles Smith, born May 2, 1928, of Harford County, shall faithfully account with the Orphans' Court or Register of Wills for Harford County, as directed by law, for the management of the property and estate of the Orphan under his care; and shall also deliver up the said property agreeable to the order of the said Court or Register, or the directions of law, and shall, in all respects, perform the duty of Guardian of the said Anne Charles Smith according to law, then the above obligation shall cease; it shall, otherwise, remain in full force and virtue in law.

Sealed, signed and delivered
 in the presence of
 J. Wilmer Cronin

G. Walter Smith (SEAL)
John H. Smith (SEAL)
Emily T. Smith (SEAL)

This Bond approved this 7th day of April, 1941. by

TRUE COPY TEST:-

A. James Gross
Register of Wills of Harford Co.

A. James Gross
Register of Wills Of Harford County.

(Orphans' Court)
(Seal.)

STATE OF MARYLAND
HARFORD COUNTY, SCT.

I, A. JAMES GROSS, Register of Wills of harford County, Hereby Certify,

That it appears from the Record in the Orphans' Court of said County that on the 7th day of April, 1941, that G. Walter Smith was appointed Guardian of Anne Charles Smith by said Court, who his given Bond with approved security, for the faithful performance of his duty as Guardian,

In Testimony Whereof, I hereunto subscribed my name and affix the seal of the Orphans' Court for Harford County, this 22nd, day of September Nineteen Hundred and forty-one.

(Orphan)
(Court)
(Seal.)

A. James Gross
Register of Wills for Harford County.

PETITION OF J. WILMER
CRONIN, Trustee.
Filed October 27th, 1941.

G. WALTER SMITH

VS.

PAULINE B. TARRING,
ET AL.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of J. Wilmer Cronin, Trustee in the above entitled cause, respectfully shows:

1.

That there is in his hands for investment, the sum of \$6,221.17, for the use and benefit of Pauline B. Tarring during her lifetime.

2.

That the said Pauline B. Tarring has requested your Trustee to invest \$ 6,000.00 , of this sum in a first mortgage on said property recently purchased by her from her mother's estate, and which is now her home, and also that of her daughter, Maxine Yarnall Tarring, to whom said fund is to be paid at the death of the said Pauline B. Tarring.

3.

That the property was appraised in the Orphans' Court for Harford County, in September, 1940, at \$12,500; that it is in an excellent state of repair, has a large lawn and situate on the best residential street in the Town of aberdeen, Maryland, and your pe titioner believes it to be an excellent investment for said fund .

Your petitioner therefore prays for an Order of Court, authorizing and directing the investment of said fund in the property as described.

AND AS IN DUTY BOUND, etc.

J. Wilmer Cronin, Trustee
Petitioner

STATE OF MARYLAND, COUNTY OF HARFORD, sct.

I HEREBY CERTIFY, that on this 24th day of October, in the year 1941, beofre me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared J. Wilmer Cronin, the above named Trustee, and made oath in due form of law that the matters and facts contained in the foregoing petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal:

(Notary Public)
(Seal.)

Marian R. Greenland
Notary Public

We hereby certify that we are engaged real estate brokers in Aberdeen, and that in our opinion a mortgage loan of \$6000.00 on the residence property of Pauline B. Tarring, described in the foregoing petition would be an excellent investment.

Saml. L. Pyle

W. D. Jamison

I request and assent to the investment of the fund described in the foregoing petition in a first mortgage on my residence property, occupied also by my daughter.

Filed Oct, 27th, 1941.

Pauline Baker Tarring
Individually and Guardian of
Maxine Yarnall Tarring.

CERTIFIED COPY OF

BOND

Filed Oct. 27, 1941.

Queen Ann 's County, to wit: Be it remembered that on the twenty seventh day of October, in the year Nineteen Hundred and forty one the following Bond was filed for Record, to wit:

KNOW ALL MEN BY THESE PRESENTS: The we, J. Wilmer Cronin and The New Amsterdam Casualty Company, are head and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand five Hundred Dollars (\$6,500.) curent money of the United States to be paid to said state of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 24th day of October, 1941,. Whereas by a Decree of the Honorable Thomas J. Keating of the Circuit Court for Queen Anne's County in Equity, bearing date the 15th day of October, in the year 1941, and passed in a cause pending in said Court, in which G. Walter Smith is Complainant and Pauline B. Tarring, et al are defendants, the said J. Wilmer Cronin was appointed Trustee, and authorized, and empowered to receive, and invest Six Thousand two hundred and twelve dollars and seventeen cents (\$ 6212. 17) for the benefit of Pauline B. Tarring, and Maxine Y. Tarring, two of the Defendants in said cause, during the life time of the said Pauline B. Tarring.

NOW THE CONDITION of the above obligation is such that if the said J. Wilmer Cronin shall well and faithfully perform the trust reposed in him by the said Decree, or which shall or may be reposed in him by any future order or decree in the premises, and shall in all things well and truly execute the duties of such Trustee, then the above and foregoing obligation to be null and void, otherwise to be and remain in full force and virtue in law.

TEST: Marian R. Greenland
ATTEST: M. R. Gosweiler
Assistant Secretary
M. R. Gosweiler

(Corporate)
(Seal.)

J. Wilmer Cronin (SEAL)
New Amsterdam Casualty
By G. Dee Burgess

Vice President (C. Dee Burgess)

On the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed Oct. 27th, 1941.

A. Sydney Gadd Jr.
Clerk.

ORDER OF COURT

Filed Oct. 29th. 1941.

ORDERED, this 29th day of October, in the year 1941, by the Circuit Court for Queen Anne's County in Equity, that the said J. Wilmer Cronin, Trustee in the above entitled cause, be and he is hereby directed to pay the sum of \$4,147.45, the distributed share of Ann Charles Smith, an infant defendant, in this cause, as shown to be due her by the auditor's account as filed in this Court, to the said G. Walter Smith, guardian for said infant.

Thos. J. Keating

Brought forward from page 450.

ORDER OF COURT
Filed Oct. 29, 1941.

UPON the foregoing petition, affidavit and certificates,
IT IS ORDERED this 29th day of October 1941 by the Circuit court for Queen Anne's
County in Equity, that J. WILMER CRONIN, trustee, be and he is hereby authorized
and directed to invest the sum of \$6,000.00 of the funds un his hands in a first
mortgage on the property of Pauline B. Tarring, as described in the said
petition. The mortgage to contain the usual covenants for payment of taxes,
insurance premiums &c.

Filed Oct. 29, 1941,

Thos. J. Keating

ORDER OF COURT
Filed Oct. 29th, 1941.

G. WALTER SMITH

VS.

PAULINE B. TARRING, etal.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

IN EQUITY.

ORDERED, this 29th day of October, 1941. by the Circuit
Court for Queen Anne's County in Equity, that the auditor's report in the above
entitled cause be ratified and confirmed, no cause to the contrary having been
shown, and an Order Nisi having been duly published, as shown by the publisher's
certificate of publication filed herein.

Filed Oct. 29, 1941.

Thos. J. Keating

The petition of George Douglass Wise unto your Honors respectfully shows:

- 1. That on the 27th day of May, 1941, your petitioner became the purchaser of the mortgaged property mentioned and described in the proceedings in this cause which was sold under the power of sale contained in the mortgage foreclosed in this cause by Ella Dean, assignee.
- 2. That said sale was duly reported to, and has been finally ratified and confirmed by this Court.
- 3. That Carl H. Roof, the only living defendant to this cause, continued to remain upon said property, and is still in possession thereof and refuses to give up the same, although possession has been demanded of her by your petitioner on several occasions.

Your petitioner thereof prays that an order may be passed by this Honorable Court requiring said defendant, Carl H. Roof, to give and deliver up to your petitioner full possession of the mortgaged property mentioned in the proceedings in this cause, and sold therein to your petitioner.

And as in duty bound, etc.,

GEORGE DOUGLASS WISE.
GEORGE DOUGLASS WISE)

STATE OF MARYLAND,)
BALTIMORE COUNTY,) TO WIT:

I HEREBY CERTIFY that on this 2nd, day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared George Douglass Wise and made oath, in due form of law, that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

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

Notary
Public
Seal.

KATHRYN S. HOLMES
Kathryn S. Holmes
Notary Public.

Filed Sept. 3rd. 1941.

ORDER OF COURT.

ORDERED, this third day of September, 1941, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, upon the foregoing petition and affidavit, that Carl H. Roof, the only surviving defendant to the above entitled cause, upon being served with a certified copy of this order, shall forthwith deliver up to George Douglass Wise the mortgaged property mentioned and described in the proceedings in this cause, and sold by Ella Dean, assignee, to said George Douglass Wise, under the power of sale contained in the mortgage foreclosed in this cause; unless good cause to the contrary be shown by said defendant, on or before the 10th day of September, 1941.

Thos. J. Keating

Filed Sept. 3, 1941.

State of Maryland,

Queen Anne's County, to wit.

I hereby certify that the foregoing is truly taken and copied from the Original Petition and Order of Court filed in the above entitled cause, and which now remain in this Office.

(Seals)
(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 September, in the year nineteen hundred and forty one.

A. Sydney Gadd. Jr.
Clerk

And on the back of the foregoing Petition was thus endorsed to wit:
Served by reading to Carl H. Roof & leaving a copy of same with her this 5th day of Sept. 1941.

Edward E. Coursey
Sheriff

Filed Sept. 5th. 1941.

AUDIT
Filed October 21, 1941.

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

Ella Dean, assignee,

CHANCERY DOCKET

versus

CAUSE NUMBER 3272.

Charles R. Roof,
Carl H. Roof, his wife.

To the Honorable, the Judges of said Court:-

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

By a mortgage dated February 23rd. 1937, Charles R. Roof and Carl H. Roof, his wife, above named defendants conveyed the land sold in this cause unto John F. Ruth and in the settlement of his estate this mortgage became assigned unto Ella Dean who is the plaintiff above named and who is the party who made the sale mentioned in these proceedings.

At the time the mortgage was made the mortgagors and above named defendants owned the mortgaged land as tenants by the entireties for the auditor has found in the land record books of Queen Anne's County the deed referred to in the mortgage and that deed plainly creates the tenancy by the entireties between the mortgagors.

That property sold formore than enough to pay the mortgage debt and the cost incident to the sale so that the sale produced a surplus and the mortgage provides this surplus "shall be paid"....."to whoever may be entitled to the same", According to the "affidavit as to Military Service" made on June 17, 1941 and the same day filed in this cause Charles R. Roof, one of said mortgagors died prior to the day of sale of this cause and that the surviving tenant, Carl H. Roof, his wife, was living on the mortgaged premises on the day of the date of the affidavit.

In the within account the auditor has charged Ella Dean, the Vendor with the gross amount of the sale made by her and has thereout allowed as follows: unto the vendor her compensation for making the sale according to the terms of the mortgage, court costs, costs of her bond filed herein, costs of advertising sale and the several orders nisi of the cause, the fee of the auctioneer, certain part of the taxes of 1941 and the fee of the auditor; unto Ella Dean as the assignee of the mortgage debt and claim as of the day of the sale in full.

The balance of the amount so charged remaining after these allowances is distributed unto Carl H. Roof, the living mortgagor and this distribution has been made at the request of MR. Wm. R. Horney, the attorney of Mrs. Dean.

This distribution is not made in accordance with the rule of the Court relating to "sales under mortgages" and under this rule Carl H. Roof should file her petition under oath stating her claim to this surplus and the grounds therefor.

Which is respectfully submitted,

October 21, 1941.

Madison Brown
AUDITOR.

Filed October 22 nd. 1941.

CAUSE NUMBER 3272.

The proceeds of the sale of the mortgaged real estate of Charles R. Roof, his wife, the parties making the mortgage described in this cause in account with Ella Dean, assignee of said mortgage and as such the vendor making the sale described in these proceedings.

CR/

1941

May

27 By amount of the gross sale made this date by said vendor per her report of sale filed in this cause, to wit the sum of \$2,575.00

DR.

1941.

May

27 To Ella Dean, the vendor for her compensation for making the sale.
the fee provided in said mortgage of. . . \$25.00
the commissions provided in said mortgage of \$148.00
a total of \$173.00 \$173.00

To do., for the Court cost of this cause per statement of cost made by Court clerk exhibited to the auditor as follows:
appearance fee of Wm. R. Horney, . . . \$ 10.00
the cost of the Clerk, \$ 22.00
\$ 32.00 \$ 32.00

To do., for the cost of the bond filed by her in this cause paid corporate surety thereon per account for same exhibited to auditor, to wit: \$ 12.00

To do., for that part of State & County taxes on land sold for year 1941 paid by the vendor per terms of sale (see said report of sale) as shown by statement on tax account of 1941 receipted by collector of taxes exhibited to auditor, the sum of \$ 10.77

To do., for cost of advertising in Centreville paper notices of the sale made by her \$31.50 order nisi passed on sale. \$ 5.00 a total of \$ 36.50 per itemized account exhibited the sum of \$36.50

To do., for cost of advertising the order nisi to be passed as to this accountor audit, sum of \$ 3.50

To do., for the fee of J. E. Anthony, auctioneer crying sale made, the sum of. \$ 25.00

To do., for the charge of N. S. Dudley, Register of wills for certified copy of second administration account in estate of John F. Ruth, original mortgagee obtained to show distribution of said mortgage unto said vendor, per account for same, the sum of , , \$ 2.00

Amounts carried forward . . / . . , \$294.77 \$2,575.00

CAUSE NUMBER 3272.

AUDIT DR. CR. Amount brought from preceding page, to wit: \$294.77 \$ 2,575.00

DR.

To Madison Brown, auditor for stating this account, the sum of \$ 13.50

\$308.27

To Ella Dean, assignee of the mortgage mentioned above and in the proceedings of this cause for the amount due heron May 27, 1941, the day of the sale if this cause under the covenants in said mortgage contained on the part of the mortgagors, inclusive of amount of principal mortgage debt \$ 2,000.00 amount of interest due thereon the day of said sale \$ 126.11 Amount of taxes for year 1940 unpaid on day of sale by Mortgagors. \$ 27.67 amount of cost of fire insurance on buildings on mortgaged property obtained by said vendor. \$ 4.99

Total amount due under said mortgage) as of day of sale.) \$ 2,158.77 \$2,158.77 per statement of mortgage debt filed) in this cause.)

To Corl H. Roof, the only living mortgager this balance, to wit: \$ 107.96

\$2,575.00 \$ 2,575.00

October 21, 1941.

Madison Brown

AUDITOR

Filed October 22nd. 1941.

NISI RATIFICATION OF AUDIT
Filed October 22nd, 1941.

ELLA DEAN, assignee

vs.

CHARLES R. ROOF
CORL H. ROOF, his wife,

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY

IN EQUITY
CASE NO. 3272

Ordered, This 22nd day of October in the year nineteen hundred and forty-one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of November, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of November, 1941, in some newspaper printed and published in Queen Anne's County.

Filed October 22nd, 1941.

A. Sydney Gadd Jr.
Clerk.

PETITION OF CORL H. ROOF
Filed Nov. 4, 1941.

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

Ella Dean, Assignee,
versus

Charles R. Roof,
Corl H. Roof, his wife.

CHANCERY DOCKET,

CAUSE NUMBER 3272.

To the Honorable, the Judge of said Court:

The petition of Corl H. Roof, unto Your Honors respectfully sets forth:-

That be a mortgage dated February 23, 1937 Charles R. Roof and Corl H. Roof, his wife conveyed unto one John F. Ruth to secure unto him certain land in said mortgage described and this mortgage in the settlement of the estate of John F. Ruth became assigned unto the plaintiff, Ella Dean.

This mortgage is the mortgage mentioned and described in these proceedings and the land so conveyed has been sold in these proceedings by said Assignee and the proceeds of the sale amounted to more than enough to pay the mortgage indebtedness and the costs of the sale by the sum of \$107.96, as will appear from the audit of said proceeds of sale stated and filed in this cause.

That by said audit the said sum of \$107.96 has been distributed unto your petitioner.

That the land conveyed by said mortgage and so sold in this cause was at the time of said mortgage owned by the said Charles R. Roof and Corl H. Roof, his wife, (now the petitioner) as tenants by the entirety under a deed to them from the said John F. Ruth dated February 23, 1937 and recorded in W. H. C. 4-A, a land record book of Queen Anne's County on folio 407.

That the said Charles R. Roof died in Queen Anne's County in May 1939 and at the time of his death said land was owned by him and your petitioner as tenants by the entirety subject to said mortgage for no change in the title of said land was made after said mortgage was executed and delivered.

That your petitioner, Corl H. Roof, one of the said tenants of said entirety, having survived her husband became entitled to said land subject to said mortgage and is therefore entitled to the said sum of \$107.96 mentioned above.

Your petitioner therefore prays the Court to direct said sum of \$107.96 distributed by said audit unto your petitioner to be paid unto her by Ella Dean, Assignee, plaintiff and the vendor of this cause on or at the time of the ratification of said audit.

Respectfully submitted,

Corl H. Roof.
Corl. H. Roof.

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

I hereby certify that on this 4th day of November, 1941, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared Corl H. Roof, the party filing the foregoing petition and she did make oath in due form of law that the matters and things set forth in said petition are true as therein stated to the best of her knowledge and belief.

A. Sydney Gadd Jr.
Clerk of Circuit Court for Queen Anne's County.

CERTIFICATION OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Nov. 17th, 1941.

NISI RATIFICATION OF AUDIT

ELLA DEAN, Assignee
VS.
CHARLES R. ROOF,
CORL H. ROOF, IN EQUITY.

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

CASE NO. 3272.

ORDERED, This 22nd. day of October in the year nineteen hundred and forty one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of November, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of November, 1941, in some newspaper printed and published in Queen Anne's County.

True Copy**
Test: A.SYDNEY GADD JR., Clerk.
A.SYDNEY GADD JR. Clerk.

Filed October 22nd. 1941.

2t-10-3-.

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md. November 17, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wlla Dean, assignee vs. Charles r. Roof Corl H. Roof, 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 23rd day of October, 1941, being more than three weeks before the 15th day of November 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
BY: Evelyn S. Butler
Filed Nov. 17th. 1941.

ORDER OF COURT.
Filed Nov. 21, 1941.

ELLA DEAN,
Assignee,

vs.

CHARLES R. ROOF,
CORL H. ROOF, his wife,
Mortgagors.

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

CAUSE NO. 3272.

ORDERED, this 21st day of November in the year nineteen hundred and forty one, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding nisi Ratification of audit passed thereon in this cause; and the assignee, Ella Dean, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said assignee.

Filed Nov. 21, 1941.

Thos. J. Keating

CAUSE NUMBER 3273

Queen Anne's County to wit: Be it remembered that on this 20th day of May in the year nineteen hundred and forty two, the following Order of Docket suit was brought to be recorded to wit:

In The Circuit Court for Queen Anne's County, in Equity:

Madison Brown, attorney
assignee of mortgage, Plaintiff

Cause No.

versus

Carrie A. Skinner defendant

To A. S. Gadd, junior, Clerk.

Docket suit forwith on your Chancery Docket. File in papers whereof a certified copy of the mortgage from Carrie A. Skinner to J. Fletcher Clark dated Jan, 4, 1932. recorded in Liber B. H. T. No. 14, fol. 39, a land record book of your office.

Please approve and file the accompanive Bond given by Madison Brown and American Surety Company to State of Maryland dated 19th May--- 1941 in penal sum of \$1000--- made for the foreclosure of said mortgage with the condition made thereof.

Madison Brown, Attorney
For Plaintiff

CERTIFIED COPY OF BOND
Filed May 20th. 1941.

Queen Anne's County to wit: Be it remembered that on the twentieth day of May, in the year Nineteen Hundred and forty one 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 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 trustee are held and firmly bound unto the State of Maryland in the full sum of One Thousand Dollars, lawful money of the United States of America to be paid to the State of Maryland or unto its certain Attorney, to which payment well and truly to be made and one we bind our and every of our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents, Sealed withour seals and dated this 19th day of May Nineteen Hundred and forty one.

Whereas, by a Mortgage bearing date the fourth day of January 1932 and recorded among the land record book of Queen Anne's County aforesaid in Liber B. H. T. No. 14 on folio 39, Carrie A. Skinner, to secure the debt specified in said mortgage, conveyed certain property in said mortgage described unto J. Fletcher Clark, whereas, the said mortgage contains the power of sale of the real estate thereby conveyed to be exercised by the said mortgage or by his assign in case the said Carrie A. Skinner should commit default in the terms and conditions of the said mortgage, Whereas, said Carrie A. Skinner has committed a default in the terms, covenants and conditions of said mortgage by reason of the non-payment of the debt and mortgage note described in the said mortgage at the time named in said mortgage for the payment of the same (which debt and note are over due and unpaid as well as by reason of other defaults in the terms of the said mortgage.

Whereas, said mortgage has been duly assigned unto the said Madison Brown Attorney and he is about to sell the mortgage property as assignee of said Mortgage under said power of sale because of the defaults mentioned.

Now the Condition of the Above obligation is such that if the above bounded Madison Brown shall well and faithfully abide by and fullfill any order or decree which shall be made by any Court of Equity, in relation to the sale of such mortgage 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.

Signed sealed and delivered
in the presence of
Delha Dancy Rolph

(Corporate)
(Seals)
(Place)

Madison Brown (SEAL)
Madison Brown

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

On the Back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed May 20th, 1941.
A. Sydney Gadd Jr. Clerk

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

I hereby certify that the foregoing is truly taken and copied from liber W. H. C. No. 1, folios 176&c. A Bond Record Book for Queen Anne's County, in Testimony Whereof I hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th day of May, A. D., 1941.

SEALS
PLACE.

A. Sydney Gadd Jr. Clerk.

CERTIFIED COPY OF MORTGAGE &c.
 Filed May 20th 1941.

Queen Anne's County, to wit: Be it remembered that on the fourth day of January, in the year nineteen hundred and thirty two, the following mortgage was brought was brouth to be recorded, to wit:

This Mortgage, made this 4th day of January in the year Nineteen Hundred and thirty two, by Carrie A. Skinner of Queen Anne's County, State of Maryland of the first part, and J. Fletcher Clark, of Easton, Talbot County, Maryland, of the second part.

Whereas, Carrie A, Skinner is indebted unto J. Fletcher Clark, of Easton Maryland in the full and just sum of Three Hundred forty dollars (\$340.00) with interest from this date, to secure the payment of which sum, with interest as aforesaid, these presents are executed. As evidenced by her promissory note, dated January 4, 1932, and payable to the said J. Fletcher Clark, six months from its date, with interest at the Liberty Bank of Easton, Maryland, and for the purpose of more certainly securing the payment of this note, together with all renewal or renewals thereof, as well as interest, costs and charges, thereon, if any, these presents are executed.

Now, Therefore, This Mortgage Witness, that in consideration of the premises and of the sum of one dollar, the said Carrie A. Skinner does hereby convey unto the said J. Fletcher Clark, his heirs and assigns, all that tract, piece, or parcel of land, situate lying and being in the town of Church Hill, in Queen Anne's, County Maryland, and more particularly described as follows: On the east of Main Street, adjoining on the south the property now of D. Edgar Hurlock but formerly of Sallie G. Palmatory, on the north by the property of the late Edwin S. Valliant and on the East by the property of Hugh Wallis.

Being the same property conveyed unto the said Mrs. Carry A. Skinner, by deed dated the 2nd, day of Feb, 1927 from George H. Fitter and wife and recorded in Liber B? H. T. No. 6 folios 333, of the Land record book for Queen Anne's County Md.

Together with the buildings and improvement 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 parcell of gro und and premises unto and to the proper use and benefit of J. Fletcher Clark, his heirs and assigns, forever. Provided, that if the said Carrie A. Skinner, her heirs personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Hundred and Forty 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 Carrie A. Skinner, her heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessment, public dues, charges, mortgage debt and interest, the said Carrie A. Skinner, for herself, her heirs, personal representatives and assigns, does hereby covenant covenant to pay when legally demanable. But if default be made in payment of said money on 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 on condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said J. Fletcher Clark, his heirs, personal representatives and assigns or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much there if as may be necessary, to satisfy and pay said debt interest and all cost 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 Talbot County, and such other notice as by the said Mortgage his heirs, personal representative or assigns, maybe deemed expedient; and in the event of a sale of said property, under the power hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses including a fee of fifteen dollars and a commission to the person making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland: secondly, to the payment of all claims of the said mortgagee, his heirs personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor her heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, her heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of the sale as aforesaid under the power 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 trustee making sale under order or decree of the Circuit Court for Talbot County in Equity, which said expenses, costs and commissions the said Mortgagor for himself, her heirs, personal representatives and assigns, does hereby covenant to pay and the said mortgagee, his heirs, personal representatives or assigns, on their said attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed thereof, legal tender be made of said principal, costs, expenses and commission.

And the said Carrie A. Skinner, for herself, her heirs, personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured, and pending the existence of this mortgage, to keep insured on some good Company sates factory to the said mortgagee, his heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Dollars, and to ~~make~~ the policy to be effected thereon, to be so framed on endorsed, as in case of fire, to insure to the benefit of the said mortgage, his heirs, 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 heirs personal representatives and assigns.

Witness the hand and seal of the said mortgagor.

Test:

Mrs. Carrie A. Skinner (SEAL)

Bertha C. Durney

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

I hereby certify, that on this 4th day of January in the year Nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carrie A. Skinner, the Mortgagor named on the foregoing Mortgage and she acknowledge the aforesaid Mortgage to be her act. At the same time also appeared J. Fletcher Clark, the mortgagee named herein, 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.

As Witness my hand and Notarial Seal

Bertha G. Durney
Notary Public.

(Notary)
(Public)
(Seal.)

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

For value received, we hereby assign the within mortgage for foreclosure to Madison Brown, Attorney, by authority of an order of the Orphan Courts for Talbot County, passed the 8th day of April 1941.

Witness our hands and seals this 28th day of April 1941.

Witness: Esther W. Simpson
Esther M. Simpson

Edna Ebaugh Brice Clark (SEAL)
Edna Ebaugh Brice Clark

Laurence E. Brice (SEAL)
Laurence E. Brice

ADMINISTRATORS C. I. A. of the Estate of
J. Fletcher Clark, dec'd

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 14 folios 39 &c. a Land Record Book for Queen Anne's County
In Testimony Whereof, I hereunto subscribed my name and affix the seal of the Circuit court for Queen Anne's County this day of May A. D., 1941.

()
(SEALS)
(PLACE)

A. Sydney Gadd Jr.
Clerk.

REPORT OF SALE
Filed June 25th, 1941.

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

Madison Brown, Attorney
Assignee of mortgage,
versus
Carrie A. Skinner, Mortgagor

Chancery Docket
Cause No. 3273

To the Honorable, the Judge of said court:

The report of Madison Brown, the plaintiff of this cause and the party making the sale hereinafter mentioned, hereinafter calling himself "Vendor", unto Your Honors respectfully set forth:

1. That one Carrie A. Skinner, by mortgage dated January 4, 1932, made to secure a promissory note bearing same date in the sum of \$340.00 conveyed certain land therein described unto J. Fletcher Clark and this mortgage was filed for record with the Clerk of this Court on same date and by him was recorded in Land Record Book, B. H. T. No. 14, on folio 39.
A certified copy of this mortgage has been made and filed by the Clerk of this office of this office in these proceedings.

2. that said J. Fletcher Clark died in Talbot County on or about December 6, 1939 and shortly after his death letters of administration upon his estate were granted by the Orphans' Court of Talbot County unto Edna Ebaugh Birge Clark and Lawrence E. Birge.

The certificate of the register of Wills of Talbot County made under the seal of his office showing the grant of letters of administration c. t. a. unto said administrators is attached to this report as part of the same.

That said mortgage and said mortgage note were held by said J. Fletcher Clark at the time of his death unpaid and passed unto his said administrators who on or about April 28th., 1941 assigned said mortgage unto your Vendor and place in his hands the mortgage note for collection for the account of said administrators. This assignment was made in due form of law on the original mortgage as will appear from the copy mentioned of said mortgage.

4. That the said assignment unto your Vendor and the placement in his hands of said mortgage note for collection are acts which have been approved by the Orphans' Court fo Talbot County as will appear by reference to a copy of an order of said court made by the register of Wills of Talbot County under seal of his office filed with this report as part hereof.
5. That as will appear by reference to said mortgage the same contains a power of sale of the mortgag d property to be exercised by any assignee of said mortgage after default in the terms thereof.
6. That default had occurred in the terms of said mortgage prior to the death of the Mortgagee be reason of the non-payment when due of the mortgage debt which according to the said note fell due six months after January 4, 1932, date thereof.
7. That prior to the day of sale hereinafter mentioned your Vendor gave more than twenty days notice of the time, place, manner and terms of said sale by advertisement in the Queen Anne's Record-Observer, a newspaper published weekly in Queen Anne'S County and by advertisement in the Easton- Journal, a newspaper published weekly in Talbot County. The advertisement in the Easton Journal was made in accordance with the terms of the mortgage and the advertisement in the Queen Anne's County paper was made because the mortgaged property is situated in this County. A certified copy of the advertisement in each news-paper is filed with this report and attached thereto as part of the same.
8. That prior to the day of said sale your Vendor filed with the Clerk of this Court a bond to the State of Maryland executed by himself and the American Surety Company of New York, a corporation in the penal sum of \$1,000.00 containing the condition required by law relative to the fore-closure of this mortgage which bond was approved by the said clerk who has made and filed in these proceeding a copy thereof.
9. That pursuant to said notice of sale this Vendor did attend in front of the Church Hill Bank in the town of Church Hill, in Queen Anne's County on June 14, 1941 at hour of 2'o'Clock P. M. and then and there offered at public sale to the highest bidder on the terms of sal setforth in the advertisements of sale the mortgaged property described in said advertisements and in execution of the power of sale vested in him by said mortgage as assignee thereof and because of said default sold said property unto Robert S. Hollingsworth, he being then and there the highest bidder therefor at and for the sum of Seven Hundred Seventy Five Dollars (\$775.00).
10. The property so sold is a lot of land improved by a frame dwelling house located in the Town of Church Hill aforesaid on east side of Main Street, bounded on the south by the property of D. Edgar Hurlock and on the north by property now occupied by Frank Price.
11. That in addition to the term of sale advertised it was announced at time and place of sale the property would be sold under the following terms, to wit:
 - (1) That all state, county and town taxes on said property then in arrears would be paid be the Vendor and all other taxes would be paid by the purchaser.
 - (2) That all title papers and revenue stamps required for the deed of the purchaser would be paid by the purchaser,
12. That said Robert S. Hollingsworth has paid unto the \$387.50, one-half of the purchase money and he has stated he would pay the remainder on ratification of the sale.
13. That the mortgage indebtedness on the day of the sale inclusive of commissions of collection is the sum of \$406.41.
See State ment of mortgage devt filed herein.

Which is respectfully submitted,

Madison Brown

Madison Brown

Assignee of the mortgage mentioned and the Vendor making the sale.

The report states the amount of sale to be \$775.00.
Filed June 25th 1941.

State of Maryland, Queen Anne's County, to wit:
I hereby certify that on this twenty fourth day of June, 1941, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, the above named Assignee and Vendor, and he made oath in due form of law that the matters and things setfoth in the foregoing report of sale are true as therein stated to the best of his knowledge and belief, and that the sale therein mentioned was fairly made.

A. Sydney Gadd Jr.

CLERK OF THE CIRCUIT COURT OF
QUEEN ANNE'S COUNTY,

FILED June 25th, 1941.

Certificate of Letters

State Of Maryland,

Talbot County, sct.

The subscriber, the Register of Wills for Talbot County, doth hereby certify that it appears by the Records in this office that letters of Administration c.t.a. of all the goods, chattels, credits, and personal estate of J. Fletcher Clark, deceased, were on the 12th day of December, in the year of our Lord Nineteen Hundred and thirty-nine granted and committed unto Edna Ebaugh (Birge) Clark and Lawrence E. Birge.

In Testimony whereof, I hereunto subscribe my name and affix the seal of my office this 10th day of June, in the year of our Lord Nineteen Hundred and forty-one.

Court's
Seal.

Filed June 25th. 1941.

J. Dawson Stafford
Register of Wills for Talbot County.

In the Orphans' Court for Talbot County,

In the Matters of the Administration of the Personal Estate of J. Fletcher Clark, deceased.

To the Honorable, the Judge of said Court:-

The Petition and Report of Edna Ebaugh Birge Clark and Lawrence E. Birge, Administrators c. t. a. of the Estate of said J. Fletcher Clark unto Your Honors respectfully sets forth:-

That as will appear from the proceedings heretofore had in the above matter the estate of said J. Fletcher Clark is the owner of a mortgage given unto him by one Carrie A. Skinner bearing date January the 14., 1932, recorded among the land record books of Queen Anne's County, State of Maryland in Liber B. H. T. No. 14, on folio 39 made to secure the payment of \$340.00 six months after date with interest and there is due and owing by said mortgage and the mortgage note of \$340.00 described in the mortgage the sum of Three Hundred and Forty Dollars (340.00) with interest from January 1, 1940.

That the property conveyed by said mortgage as security for said debt is a lot of land improved by a frame dwelling house located in the town of Church Hill, in Queen Anne's County aforesaid.

That as this property is located outside of Talbot County your Administrators have assigned and transferred said mortgage unto Madison Brown, Attorney at law of Centreville, in Queen Anne's County aforesaid for purpose of fore-closure and have placed in his hands for collection also the mortgage note.

That your administrators report hereby said assignment and the Placement of said mortgage note in the hands of Madison Brown, Atty. aforesaid for purpose of collection with a request that this Court ratify and approve the same.

Respectfully submitted,

Edna Ebaugh Birge Clark

Lawrence E. Birge
Administrators c. t. a. of
J. Fletcher Clark.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I Hereby Certify that the aforesaid is a true copy of a petition of Edna Ebaugh Birge Clark and Lawrence E. Birge, administrators c. t. a. of the estate of J. Fletcher Clark, late of Talbot County, deceased, as recorded in Liber J. D. S., No. 6, folio 222 one of the Petition and Order record books of this Office.

In Testimony Whereof, I hereunto subscribed my name and affix the seal of the Orphans' Court for Talbot County, at Easton, on this 10th day of June, A. D. 1941.

Filed June 25th, 1941.

J. Dawson Stafford
Clerk of the Orphans' Court for Talbot
County.

Court's
Seals:
Place.

ORDER OF COURT:*

The aforesaid Petition has been read and considered by this Court and it is thereupon on this 20th day of May 1941. ordered by the Orphans' Court of Talbot County and by the authority of this Court that the assignment made by the administrators above named of the mortgage described in the aforesaid Petition unto Madison Brown, Attorney at law for purpose of collection of the debt due by said mortgage by fore-closure proceedings under said mortgage and the placement of the mortgage note described above in the hands of said Madison Brown, Attorney as aforesaid for collection of the same, as set forth in the aforesaid Petition be and the same are hereby approved.

T. M. Jenkins) Judges
) of
Alfred T. Jones) Orphans
) Court.

STATE OF MARYLAND, TALBOT COUNTY, TOWIT:

I HEREBY CERTIFY, THAT the foregoing is a true copy of and order of the Orphans' Court of Talbot County, passed in the matter of the estate of J. Fletcher Clark, deceased, on the petition of Edna Ebaugh Birge Clark and Lawrence E. Birge, Administrators c. t. a.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of The Orphans' Court, at Easton, on this 6th day of June. A. D. 1941.

Filed June 25th 1941.

J. Dawson Stafford
Clerk of the Orphan Court for Talbot County.

(Court's Seal)

CERTIFICATE OF PUBLICATION
OF MORTGAGE SALE.
Filed June 25th, 1941.

Mortgage Sale
of
House and lot
In
Church Hill, Maryland

Default has occurred in the terms of a mortgage given by Carrie A. Skinner to J. Fletcher Clark, dated January 4th, 1932, and recorded in Liber B. H. T. No 14, folio 39, a land record book of Queen Anne's County, Maryland, and because thereof the undersigned Attorney to whom said mortgagee has been duly assigned for purpose of foreclosure and collection will sell at public sale, to the highest bidder in front of the Church Hill Bank in the town of Church Hill, Queen Anne's County Maryland, at 2 o'clock P. M., on Sat, June the 14, 1941. All that lot of land and the improvements thereon located in the town of Church Hill, Maryland, on the east side of Main Street, bounded on the south by property of D. Edgar Hurlock, on the north by the property recently owned by E. S. Valliant now occupied by Frank Price, and on the east by the land of Harry D. Massey. This property is that described in the mortgage and is improved by a two story frame dwelling house and garage and is now in the occupancy of Robert Hollingsworth.

TERMS OF SALE

One-half of the purchase money to be paid in cash at time and place of sale and the other half to be paid on ratification of the sale with interest from the day of sale or all cash at time of sale at option of purchaser.

Madison Brown
Attorney for collection
By Foreclosure.

J. E. ANTHONY
Auctioneer
52241.

OFFICE OF

THE EASTON JOURNAL
Easton, MD. June 7, 1941.

This is to certify that the annexed Mortgage Sale in the case of Carrie A. Skinner vs. J. Fletcher Clark. Was published in the Easton Journal, one of the newspaper printed and published in Talbot County, once in each of 4 successive weeks before the 14 day of June, 1941, A. D. 19__

THE EASTON JOURNAL PUBLISHING COMPANY, INC,
Publishers of The Easton Journal
Per. J. H. Cook.

MORTGAGE SALE
OF
HOUSE & LOT
IN CHURCH HILL, MARYLAND

Default has occurred in the terms of a mortgage given by Carrie A. Skinner to J. Fletcher Clark, dated January 4th, 1932 and recorded in Liber B. H. T. No 14, folio 39, a land record book of Queen Anne's County, Maryland and because thereof the undersigned Attorney to whom said mortgage has been duly assigned for purposes of foreclosure and collection will sell at public sale to the highest bidder in front of the Church Hill Bank in the town of Church Hill, Queen Anne's County, Maryland at 2 o'clock P. M., On SATURDAY, JUNE 14, 1941, ALL that lot of land and the improvements thereon located in the town of Church Hill Maryland, on the east side of Main Street, bounded on the south by property of D. Edgar Hurlock, on the north by the property recently owned by E. S. Valliant now occupied by Frank Price and on the east by the land of Harry D. Massey. This property is that described in the mortgage, is improved by a two story frame dwelling house and garage and is now in the occupancy of Robert Hollingsworth.

TERMS OF SALE: One -half of the purchase money to be paid in cash at time and place of sale and the other half to be paid on ratification of the sale with interest from the day of sale or all cash at time of sale at option of purchaser.

Madison Brown
Attorney.

J. E. Anthony, Auctioneer.

4t-6-12.

Certificate of Mortgage sale of the Queen Ann Record-Observer
continued to page 465.

ORDER NISI.
Filed June 25th., 1941.

NISI

Madison Brown, Attorney,
Assignee of Mortgage,

vs.

Carrie A. Skinner, Mortgager.

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IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 3273.

ORDERED, This 25th day of June A. D., 1941, that the sale of the real estate made and reported in this cause by Madison Brown, Attorney, assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27., 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 27th day of July next.

The Report states the amount of sales to be \$775.00

Filed June 25th, 1941.

A. Sydney Gadd Jr. Clerk.
Clerk

STATEMENT OF MORTGAGE DEBT:
Filed June 25th, 1941.

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

Madison Brown, attorney,
assignee of mortgage,

versus

Carrie A. Skinner.

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CHANCERY DOCKET,
CAUSE NO. 3273.

STATEMENT OF MORTGAGE DEBT.

The mortgage mentioned and described in the proceedings of the above entitled cause was given by Carrie A. Skinner to J. Fletcher Clark to secure a promissory note dated January 4, 1932, made by Carrie A. Skinner payable to the order of J. Fletcher for the sum of \$340.00 payable six months after date with interest from date. The original mortgage note mentioned will be attached to this statement. Said J. Fletcher Clark died in Talbot County, Maryland on or about December 6, 1939 the owner of said mortgage and note and shortly after his death letters of administration c. t. a. were granted by the Orphans' Court of Talbot County unto Edna Ebaugh Clark and Lawrence E. Birge who have assigned said mortgage and delivered said note unto Madison Brown, attorney for collection by foreclosure with the approval of the Orphans' court aforesaid.

The following is a statement of the indebtedness due under said mortgage and note as of the date of June 14, 1941.

Carrie A. Skinner, mortgagor to J. Fletcher Clark, mortgagee, DR:

1941 To amount of the original debt set forth in said mortgage	
June And note for no part of the principal mortgage	
has been paid since note was given.	\$ 340.00
To interest due thereon from January 4, 1940 (to	
which date the mortgager paid all interest)	
to June 14, 1941.	\$ 29.46
	<u>\$ 369.46</u>
To 10% attorney's fees or commissions thereon	
of collection per terms of the mortgage note	\$ 36.95
To total debt as of June 14., 1941,	\$ 406.41

Edna Ebaugh Birge Clark

Laurence E. Birge

Administrators c. t. a. of J. Fletcher Clark.

State of Maryland, Talbot County, to wit:

I hereby certify that on this 17th day of June, 1941 before me, the subscribed, a Notary Public of the State of Maryland and for and for Talbot County aforesaid, personally appeared Edna Ebaugh Birge Clark, and Lawrence E. Birge administrators c. t. a. of the personal estate of J. Fletcher Clark, late of said County, deceased, and made oath in due form of law that the matters and things set forth in the foregoing statement are true as therein stated and that the foregoing statement is a true statement of the indebtedness due under the mortgage and note from Carrie A. Skinner to J. Fletcher Clark to the best of their knowledge and belief.

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

Notary
Public
Seal

Emma I. Marshall

NOTARY PUBLIC.

Which is respectfully submitted,

William McKenny Gibson
SPECIAL AUDITOR.

September 6, 1941.

CAUSE NUMBER 3273.

The proceeds of the sale of the real estate of Carrie A. Skinner, the person making the mortgage mentioned in this cause on account with Madison Brown, assignee of said mortgage and as such the person making the sale of this cause.

CR.

1941
June 14 By Amount of the mortgage sale per report of sales filed,
to wit: the sum of \$ 775.00

DR.

1941
June 14 To Madison Brown, the vendor, for his commissions for making the sale per terms of the mortgage, the sum of \$ 52.88
for his fee for making the sale per terms of the mortgage, the sum of \$ 15.00
\$ 67.88 \$ 67.88

To do., for the Court costs of this cause per bill of costs made out by the Clerk:
Costs of A. S. Gadd, Clerk. . . . \$ 22.50
Appearance of Madison Brown, . . . \$ 10.00
\$ 32.50 \$ 32.50

To do., for costs due J. Dawson Stafford, Register of Wills of Talbot County, for exhibits (attached to report of sales) in reference to estate of J. Fletcher Clark, per bill for same, \$ 1.50

To do., for state and County taxes due on property sold by Carrie A. Skinner at time of sale, per tax account for same exhibited, to be paid to collector of taxes of Queen Anne's County, \$ 16.29

To do., for town taxes due Town Commissioners of Church Hill at time of sale by Carrie A. Skinner, per tax account exhibit, to be paid said Commissioners, the sum of \$ 4.32

To do., for costs of advertising the notice of the sale made, in Queen Anne's County Newspaper, per account for same. \$ 27.00
in Talbot County paper, per account for same. \$ 15.00
to wit: the total of \$ 42.00 \$ 42.00

\$164.49 \$ 775.00

Page 3 of Audit of Cause No. 3273.
Amount brought forward: DR. \$ 164.49 CR. \$ 775.00

To Madison Brown, the vendor for the costs of advertising order Nisi on report of sale, . . . \$ 5.00
order Nisi on this audit, \$ 3.50
Total sum of, \$ 8.50 \$ 8.50

To do., for the cost of his bond with corporate surety thereon filed in this cause, to be paid to said surety, per account for same to wit: the sum of, \$ 10.00

To do., for the charge of J. E. Anthony, auctioneer for crying the sale made, per account for same exhibited, the sum of. \$ 10.00

To William McKenny Gibson, Special Auditor for stating this account, the sum of, \$ 9.00

\$ 201.99

To Edna Ebaugh Birge Clark and Lawrence E. Birge, administrators of estate of J. Fletcher Clark, person who assigned the mortgage mentioned to said vendor for collection, in full of the mortgage claim due said Administrators under said mortgage at time of sale, inclusion of Attorney's commissions of collection per terms of mortgage note, per statement of the mortgage claim filed in this cause, this balance of. . . \$ 406.41..

	\$ 608.40	
To balance to wit,	\$ 166.60	
	\$ 775.00	\$ 775.00

CR.

By balance brought down, the same to remain subject to the future order of this Court, to wit: the sum of \$ 166.600

September 6. 1941.

Filed Sept. 12, 1941.

William McKenny Gibson

SPECIAL AUDITOR

NISI RATIFICATION OF AUDIT
 Filed Sept. 12, 1941.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney,
 Assignee,
 vs.
 Carrie A. Skinner, Mortgagor.

| In The Circuit Court
 | d
 | For Queen Anne's County
 | In Equity .
 | Case. No. 3273.

ORDERED, This 13th, day of September in the year nineteen hundred and forty-one that the Report and Account filed in these proceedings by William McKenny Gibson, Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th, day of October, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 7th., day of October, 1941, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk.

Filed Sept. 12, 1941.

CERTIFICATE OF PUBLICATION
 OF NISI RATIFICATION OF AUDIT?
 Filed Oct. 10, 1941.

NISI RATIFICATION OF AUDIT

MADISON BROWN , Attorney
 Assignee,
 vs.
 CARRIE A. SKINNER, Mortgagor

| In the Circuit Court for
 | Queen Anne's County
 | In Equity
 | Case No. 3273.

ORDERED, This 13th day of September in the year nineteen hundred and forty one that the Report and Account filed in these proceedings by William McKenny Gibson, Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th, day of October, 1941; provided a copy of this order be published once a week in each of two successive weeks before the 7th., day of October, 1941, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., CLERK

True Copy:
Test:

A. SYDNEY GADD JR.

Filed September 12th, 1941.

Queenstown, Maryland, October 4th..1941

We, the undersigned persons do hereby certify as follows;

That we are the publishers of a newspaper called " The Queenstown News which we publish and issue on Friday of each week at Queenstown, Maryland.

That the order " Nisi Ratification of Audit" in the case of Madison Brown, attorney, assignee vs. Carrie A. Skinner mortgagor In the Circuit Court for Queen Anne's County, in Equity, Case No. 3273, a true copy of which is hereunto annexed, was published as a s advertisement in the said Queenstown News,

aforesaid newspaper in those issues of said papper issued and published on these days, to wit;

September 19, 1941 and September 26, 1941, and therefore was published once a week in each of two successive weeks before the 7th day of October, 1941 in said newspaper.

Michael W. Aker
Michael W. Aker

George Steinfelt
George Steinfelt,

Publishers of Queenstown News, weekly
Newspaper above mentioned.

Filed Oct. 10, 1941.

ORDERED, on this 9th day of October, 1941 by the circuit Court for Queen Anne's County in Equity, and by the authority of this Court that the within and aforesaid report and account of William McKenny as special auditor be and the same are 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 Madison Brown, the vendor making the sale is hereby directed to apply the proceeds accordingly with a due proportion of the interest received on credit sales to the claim of the mortgagee and the balance remaining undistributed subject to the order of the Court which balance shall remain unpaid until the future order of the Court.

J. Owen Knotts
Judge.

MADISON BROWN, ATTORNEY
ASSIGNEE

VS.

CARRIE A. SKINNER

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY
Chancery Docket,
CAUSE NUMBER 3273.

It having been called to the attention of the Court that the order of Court passed the 9th day of October, 1941, ratifying and confirming the Report and Account of the Special Auditor, in the above case, was ratified prematurely and before the expiration of the order nisi passed in relation to said Report and Account, and it further appearing that the time named in the order nisi so passed in relation to said Report and Account, to wit: the 13th. day of October, 1941, has elapsed and objection have been filed to said Report and Account.

It is thereupon, this 15th. day of October, 1941, ORDERED, BY the Circuit Court for Queen Anne's County, in Equity, that the within and aforesaid Report and Account of William McKenny Gibson, Special Auditor, be and the same is hereby finally ratified and confirmed.

J. Owen Knotts
Judge.

Filed October 16th, 1941.

Queen Anne's County to wit: Be it remembered that on the 2nd. day of June in the year nineteen hundred and thirty six, the following Certified Copy of Bond was brought to be recorded to wit:

KNOWN ALL MEN BY THESE PRESENTS, That we, William J. Rickards of Caroline County, State of Maryland, as principal and the Hartford Accident and Indemnity Company, a corporation of the State of Connecticut of Hartford, Connecticut authorized by its charter to become surety on bonds, as surety, signed with the hand of William J. Rickards, its attorney, said Power of Attorney being filed among the Land Record for Caroline County, 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 to be paid to the State of Maryland to which payment well and truly to be made and done we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these present, sealed with our seals and dated the 1st day of June, Nineteen Hundred and Thirty-six.

WHEREAS the above bounded William J. Rickards, by virtue of the power contained in a mortgage from William E. Derrig and Lizzie T. Derrig, his wife to William T. Boskill and Laura A. Boskill, bearing date July 6th, 1927 and recorded in Liber B. H. T. No. 7 page 44, one of the Land Record Book for Queen Anne's County which said mortgage was duly assigned to William J. Rickards for Collection on May 2nd. 1936, is about to sell the land and premises described in said mortgage. default having been made in the payment of the money as specified, and in the covenants and conditions therein contained.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded William J. Rickards 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 obligations to be void otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, the said William J. Rickard has hereunto set his hand and seal and the said Company has ordered this bond to be signed by its Attorney and its Corporate Seal to be affixed the day and year above written.

Signed, sealed and delivered in the presence of:

Gladys E. Roe

Attest: GLADYS E. ROE

WILLIAM J. RICKARDS (SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By WILLIAM J. RICKARDS Attorney

Corporate Seal's Place.

And on the foot of the foregoing Bond was this endorsed to wit:

Security approved and Bond filed June 2nd, 1936.

Wm. H. Carter, Clerk

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folios 2 etc., a Bond Record Book for Queen Anne's County aforesaid.

SEALS PLACE.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this second day of June, in the year nineteen hundred and thirty six.

William H. Carter Clerk.

CERTIFIED COPY OF MORTGAGE Filed June 2nd. 1936

..... #12.541

Queen Anne's county, to wit: Be it remembered that on the twenty first day of July in the year nineteen hundred and twenty seven, the following Mortgage was brought to be recorded; to wit:

This Mortgage made this 6th day of July, in the year nineteen Hundred and twenty seven, by William E. Derrig and Lizzie T. Derrig, his wife of Pottstown, State of Pennsylvania .

Whereas, we owe and are justly indebted unto William T. Boskill and Laura A. Boskill, his wife of Barnhill, Tuscarawas County, State of Ohio in the full and just sum of One thousand six hundred and fifty (\$1650.00) dollars, to be paid seven years from the date hereof payable one hundred (\$100.00) dollars at the end of each year, for six years and balance of one thousand fifty (\$1050.00) dollars at the end of the seventh year, with interest thereon at six per cent, payable annually, accounting from the date hereof. To better secure the prompt payment of said principal and all instalments of interest thereon whom and as each shall become

due and payable as aforesaid, this mortgage is executed.

Now Therefore, This Mortgage Witness, that for and in consideration of the premises and the further sum of one dollar, the said William E. Derrig and Lizzie T. Derrig, his wife do hereby grant and convey unto the said William T. Boskill and Laura A. Boskill, his wife, thier heirs and assigns, in fee simple, all that tract of land with improvements thereon and rights, appurtenances and advantages thereto belonging, situate, lying and being in Queen Anne's County State of Maryland, in the First Election District thereof, on the northwest side of the public road leading from Ingleside to Templeville about one mile from Ingleside, and adjoining the lands of the late Henry N. Willson, W. Royal Merrick and James Merrick, r., being known as the Alfred Potts land and being the same land of which he died seized and possessed and is more fully described by metes and bounds, courses and distances (survey made by James W. Thomas, County Survego) in a deed from Martha J. L. Parvis and George Parvis, her husband to the said Alfred Potts dated the seventh day of January in the year eighteen hundred and eighty one and recorded in Liber J. W. No. 12, folios 185, etc., A land record book for Queen Anne's County aforesaid, containing eighteen acres of land more or less, and is the same tract of land which was conveyed to the said James H. Bowser by J. H. C. Legg and James T. Bright, Trustee by deed dated the twenty fifth day of September, in the year nineteen hundred and nine and recorded in Liber S.S. No. 7, folios 27 etc., A land record Book for Queen Anne's County. Its being the same land conveyed to William T. Boskill and Laura A. Boskill, his wife by deed dated March fourth, nineteen hundred and twenty five from the said James H. Browser and wife , of record in Liber B. H. T. No. 3, folio 199 etc., a Land record book for Queen Anne's County and also being the same alnd conveyed to William E. Derrig and Lizzie T. Derrig, his wife, by deed from William T. Boskill and Laura A. Boskill, his wife, dated 5th day of July nineteen hundred and twenty seven, and about to be recorded among the land record books for Queen Anne's County, to which said deeds and the references thereon contained, reference is hereby made for a more full and perfect description of the property hereby conveyed.

Provided, that if we shall cause to be paid the said principal and interest, punctually at the time limited for the payment of the same as aforesaid, and perform all the covenants herein contained, then this mortgage shall void. And that until default, we may possess said property, and we covenant to pay as they severally fall due the said principal and all instalments of interest hereby intended to be secured all taxes that may be levied on said property when the same shall become due and payable and all costs and Attorney's Commissions and Charges incurred in the collection of said principal and interest, or any part thereof, and to insure immediately and pending this mortgage to keep insurance the improvement on said premises to the amount of at least their in surable value in some insurance Company to be first approved by the mortgagees their personal representatives or assigns, and to have the policy so framed or endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid, but in case of default of any covenant herein, then the whole debt, principal and interest, hereby secured shall be immediately due and demandable, and the said mortgagees , their personal representatives or assigns, or William J. Richards their Attorney, is hereby authorized to sell said mortgaged property pursuant to law and convey the same to the purchaser and upon the following terms, viz: Cash on day of sales or for cash and credit at the option of the person making such sales and to apply the proceeds to the payment of. First, all expenses incident to such sale, including compensation to the person selling as to Trustee in Equity, and if settlement of the indebtedness hereunder, principal, interest and commissions as aforesaid, be made after advertisement and before sale, then we covenant to pay one half of said compensation reckoned on the amount due hereunder. second, all moneys due hereunder as aforesaid and Third, the balance to us, or to whoever may be entitled to the same.

Witness the hads and seals of the said Mortgagors

Test: Arnold P. Hitner Notary Public My Commission expires Apr.1, 1931. William E. Derrig (SEAL) Lizzie T. Derrig (SEAL)

(Notary Public) Seal

State of Pennsylvania, Montgomery County, City of Pottstown, to wit:

I hereby certify that on this 6th day of July, nineteen hundred and twenty seven before me, the subscriber, a Notary Public of the State of Pennsylvania, County of Montgomery and City of Pottstown, personallu appeared William E. Gerrig and Lizzie T. Derrig his wife, and each acknowledge the aforegoing Mortgage to be their act.

Witness my hand and Notarial Seal Arnold P Hitner, Notary Public

(Notary Public) Seal

My Commission expires Apr. 1, 1931.

State of Ohio, Tuscarawas County, to wit

I hereby certify taht on this 14th day of July, nineteen Hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Ohio, County of Tuscarawas aforesaid, personally appeared William T. Boskill and Laura A. Boskill, his wife, the within named Mortgagees and each made oath in due-form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth.

Winess My hand and Notarial Seal Dorothy Dittman Notary Public

Notary Public Seal.

My Commission expires August 12, 1928.

Queen Anne's County, to wit: Be it remembered that on the second day of June, in the year Nineteen Hundred and thirty six, the following Assignment was filed for record, to wit:

Waynesburh Ohio May 2nd. 1936 For value received I hereby transfer and assign the within and aforegoing Mortgage to William J. Rickards fore foreclosure and collection.

Lloyd B. Gattull

William T. Boskill (SEAL)

Laura Boskill (SEAL)

State of Maryland, Queen Anne's County

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 7, folio 44&c. a Land Record Book for Queen Anne's County

(SEALS)
(PLACE)

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 June, A. D., 1936.

William H. Carter, Clerk

REPORT OF SALE AND
Filed July 2nd. 1936

WILLIAM J. RICKARDS,
ASSIGNEE

VS,

WILLIAM E. DERRIG,
LIZZIE T. GERRIG,
His wife.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William J. Rickards, Assignee of a mortgage from William E. Gerrig and Lizzie T. Derrig, his wife, to William T. Boskill and Laura A. Boskill, his wife, dated July 6, 1927 and recorded in Liber B. H. T. No. 7 jolio 44, a Land Record Book for Queen Anne's County, Maryland, which said mortgage was duly assigned to William J. Rickards for foreclosure and collection on the 2nd. day of May 1936, respectfully shows:

That default occurred in the covenants and conditions of said mortgage contained, on the part of the said mortgagers to be preformed.

That your Assignee by virtue of the power of sale vested in him by said mortgage, and after default on the part of said mortgagers, and after having given bond to the State of Maryland in the penalty of \$2000.00 for the faithfull performance of said trust, with surety approved by the Clerk of the Court, and having complied with all other requisites of law and the terms of said mortgage, including the giving of more than twenty days notice of the time, place, manner and terms of sale of advertisement inserted in the "Centreville Observer", a weekly newspaper printed and published in Queen Anne's County, as will appear by printer's certificate of advertisement herewith filed as a part of this report, marked Exhibit "A".

That your 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, June 30th. 1936, between the hours of 2 and 4 o'clock p.m. and then and there proceeded to sell the following described property on manner and form following, that is to say, your Assignee offered at public sale to the highest bidder, the property mentioned in said proceedings and described as follows:

All that piece or parcel of land situate, lying and being being in the First Election District of Queen Anne's County, State of Maryland, on the north-west side of the public road leading from Ingleside to Templeville, about 1 mile from Ingleside and adjoining the lands of the late Henry N. Willson, W. Royal Merrick and James Merrick, Jr., being known as the alfred Potts land, containing EIGHTEEN ACRES of land, more or less, and being the same land conveyed to William E. Derrig and Lizzie T. Derrig, his wife, by deed from William T. Boskill and wife, dated July 5, 1927 and recorded among the Land Record Books for Caroline County.

That your Assignee sold the above described property to Paul Bostic and Elizabeth Bostic, his wife, at and for the sum of Nine Hundred and Fifty Dollars (\$950.00), they being at that price the highest bidders therefor.

Your Assignee further reports that the terms of sale will be complied with upon ratification of sale.

Respectfully Submitted,

William J. Rickards
Assignee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st. day of July 1936, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared William J. Rickards, Assignee in the above entitled case, and made oath in due form of law that the matters and things contained in the above Report of Sales are true to the best of

his knowledge and belief and that the sale was fairly made.

Witness my hand and Notarial Seal

Gladys E. Roe
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT
Filed July 2nd. 1936

ASSIGNEE'S SALE
-OF VALUABLE*

REAL ESTATE

Located in the First Election District of Queen Anne's County

Default having occurred in the mortgage from William E. Derrig and Lizzie T. Derrig, his wife, to William T. Boskill and Laura A. Boskill, dated July 6, 1927, and recorded in Liber B. H.T. No. 7 folio 44, a Land Record Book for Queen Anne's County, Maryland, which said mortgage has duly assigned to William J. Rickards for foreclosure and collection, the undersigned assignee by virtue of the power 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 30TH, 1936 between the hours of 2 and 4 o'clock P. M., the property conveyed by said mortgage to wit:

ALL that piece or parcel of land situate and being in the First Election District of Queen Anne's County, State of Maryland, on the north-west side of the public road leading from Ingleside to Twmpleville, about one mile from Ingleside, and adjoining the lands of the late Henry N. Willson, W. Royal Merrick and James Merrick Jr., being known as the Alfred Potts land, containing 18 Acres of land more or less and being the same land conveyed to William E. Derrig and Lizzie T. Derrig, his wife, by deed from William T. Boskill and wife, dated July 5, 1927 and recorded among the Land Record Books for Queen Anne's County.

The improvements consist of a seven room dwelling, brooder houses, garage, corn crib and stable in fair repair.

This property contains EIGHTEEN ACRES Of land more or less and is well located 1 mile off the State road and town of Ingleside.

TERMS OF SALE:- Cash on day of sale.
Title paper and Revenue Stamps at expense of purchaser.

William J. Rickards
Assignee

J. Elmer Anthony, Auctioneer.

614

THE CENTREVILLE OBSERVER
CENTREVILLE, MD. July 2nd. 1936

The Centreville Observer Publishing Co. hereby certifies that the Assignees Sale in the case of William J. Rickards, Assignee vs. William E. Derrig and Lizzie T. G Derrig, 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 in first publication thereof having been made in said newspaper on the 4th day of June, 1936, being more than twenty days before the 30th day of June 1936

THE CENTREVILLE OBSERVER PUBLISHING CO.
By. Bertha G. Durney

ORDER OF NISI
Filed July 2nd. 1936

WILLIAM J. RICKARDS
ASSIGNEE

VS.

WILLIAM E. DERRIG,
LIZZIE T. DERRIG
His Wife.

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

ORDERED this 2nd, day of July, Nineteen Hundred and Thirty-six, that the sale of the property mentioned in these proceedings, made and reported by William J. Rickards, Assignee, 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 once in each of four successive weeks before the 10th day of August next.

The report states the amount of sales to be \$950.00
Filed July 2nd. 1936

William H. Carter
Clerk

PRINTERS CERTIFICATE
ORDER NISI
Filed Oct. 9, 1936

WILLIAM J. RICKARDS, Assignee

vs.

WILLIAM E. DERRIG,
LIZZIE T. DERRIG, his
wife

N I S I
O IN THE CIRCUIT COURT FOR
O
O QUEEN ANNE'S COUNTY
O
O IN EQUITY.
O
O NO. 3082

ORDERED, This 2nd day of July, Nineteen Hundred and Thirty-six, that the sale of the property mentioned in these proceedings made and reported by William J. Rickards, Assignee, 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 once in each of four successive weeks before the 10th day of August next.

The report states the amount of sales to be \$950.00.

WILLIAM H. CARTER, Clerk

True Copy Test:

WILLIAM H. CARTER, Clerk

Filed July 2nd. 1936

724

THE CENTREVILLE OBSERVER

Centreville, Md. October 9 1936

The Centreville Observer Publishing Co. hereby certifies that the NISI in the case of William J. Rickards, Assignee vs. William E. Gerrig, Lizzie T. Derrig 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.

Filed Oct. 9, 1936.

By Evelyn Connolly

MORTGAGE STATEMENT
Filed October 12th 1936

WILLIAM J. RICKARDS
ASSIGNEE

VS.

WILLIAM E. DERRIG,
LIZZIE T. DERRIG,
HIS WIFE

O IN THE CIRCUIT COURT FOR
O
O QUEEN ANNE'S COUNTY
O
O IN EQUITY NO. 3082 CHY.
O
O

MORTGAGE STATEMENT

Amount of mortgage debt	\$1650.00
Less credit on principal	500.00
Balance due on principal	\$1150.00
Int. from 7/6/29 to 6/30/36	481.85
Amt. due June 30, 1936	\$1631.85

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I, Hereby Certify, That on this 12 day of October 1936, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared William J. Rickards, Assignee in the above entitled case, and made oath in due form of law that the above statement of the mortgage debt and interest due thereon is correct as above stated to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Gladys E. Roe
Notary Public

NOTARY
PUBLIC
SEAL.

Filed October 12, 1936

Re- copied

ORDER OF NISI.
Filed July 2nd, 1936

WILLIAM J. RICKARDS,
ASSIGNEE

VS.

WILLIAM E. DERRIG,
LIZZIE T. DERRIG,
HIS WIFE.

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

ORDERED this 2nd. day of July, Nineteen Hundred and Thirty - six, that the sale of the property mentioned in these proceedings, amde and reported by William J. Rickards, Assignee, 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 once in each of foursuccessive weeks before the 10th day of August next :
The report states the amount of sales to be \$950.00.

Filed July 2nd. 1936.

William H. Carter
Clerk

FINAL ORDER RATIFICATION
OF SALE.
Filed July 2nd. 1936

ORDERED this 12th day of October, 1936, by the Circuit Court for Queen Anne's County, In Equity, that the sale of the property mentioned in these proceedings, made and reported by William J. Rickards, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due public notice appears to have been given as requiried by the previous order of this Court. The Assignee is allowed all expenses, not personal, for which he shall produce vouchers to the Auditor and the usual commissions for making such sale.

Thos. J. Keating

REPORT AND
ACCOUNT OF THE
AUDITOR.
Filed Feb. 17th. 1937

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

William J. Rickards,
Assignee,

vs .

CAUSE NO. 3082.

William E. Derrig,
Lizzie T. Derrig,
His Wife.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause were instituted for the collection of a mortgage debt under sale in exercise of the power contained in the mortgage mentioned in this cause and the proceeds of sale are not sufficient to pay the debt on full.

That in the within account stated by the auditor William J. Rickards, the party making the sale herein mentioned is charged with the gross amount of the sale made by him and then the Auditor has allowed thereout as follows, to wit:
Unto the said William J. Rickards, as the party making the sale, his commissions according to the terms of the mortgage, the court costs of the cause, the cost of his bond filed herein, the cost of advertising the sale and the several orders nisi of the cause, the charges of his auctioneer for crying the sale, the cost of certian fire insurance secured by him and the fee of the auditor.
Unto the said William J. Rickards as the assignee of the mortgage mentioned allowances on account of the mortgage debt assigned unto him.

The auditor includes a statement showing the balance due by the mortgagors to said assignee under the mortgage as of the day of sale, but after the sale, that is to say, a statement shewing balance of martgage debt less net proceeds herein audited.

Which is respectfully submitted.

Madison Brown
Auditor

February 17, 1937

Cause No. 3082

The proceeds of the sale of the mortgaged real estate of William E. Derrig and Lizzie T. Derrig, his wife, mortgagors making the mortgage mentioned in this cause, in account with William J. Rickards, assignee of said mortgage and as such the person making the sale of the mortgaged real estate.

1936
June
30 By amount of the mortgage sale per report of
sale filed herein, to wit: the sum of \$950.00

1936
June 30 To William J. Rickards, assignee, person making the sale
of this cause, for his commissions for so doing per
terms of the mortgage, the sum of \$ 64.25

To do., for the court costs of this cause per Clerk
statement of same, as follows:
Costs of W. H. Carter, clerk, paid to him per
his receipt exhibited, the sum of . . . \$18.75
Appear. fee of W. J. Rickards, Atty.,
for plaintiff, the sum of 10.00 28.75

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

To do., for costs of advertising the notice of sale
and the order nisi on the sale in Centreville
OBserver per receipted account for same
exhibited, the sum of 24.13

To do., for costs of certain insurance against fire
obtained by him on mortgaged property of E. G.
Cooper, insurance agent, per receipted account for same exhibited,
sum of 5.53

To do., to pay the costs of advertising the order nisi
to be passed as to this audit the sum of 3.50

To do., for the charges of J. E. Anthony, auctioneer,
for crying the sale made, to wit: 10.00

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

\$155.16

To William J. Rickards, assignee of the mortgage
mentioned in this cause, the net proceeds of
sale of this cause, the sum of 794.84
\$ 950.00 \$950.00

February 17, 1937

Madison Brown
Auditor

Cause No. 3082.

The proceeds of the sale of the mortgaged real estate of William E. Derrig and
Lizzie T. Derrig, his wife, mortgagers making the mortgage mentioned in this cause,
in account with William J. Rickards, assignee of said mortgage and as such the person
making the sale of the mortgaged real estate .

Statement of Mortgage Debt.

William E. Derrig and Lizzie T. Derrig, his wife, mortgagers
making the mortgage described in this cause,

to
William J. Rickards, assignee of said
mortgage,

DR

1936
June
30 To amount of the mortgage debt due under said mortgage
on this date, the day of the sale of the mortgaged
property, per statement of mortgage debt filed,
to wit: \$1,631.85

CR.

1936
June
30 By amount applicable thereto as net proceeds of the mortgage
sale per above account, to wit: 794.84

DR.

" " To balance due by the mortgagors to the above mentioned
assignee. \$837.01
which balance bears interest from June 30, 1936.

February 17, 1937.

Madison Brown
Auditor

Filed February 17, 1937

NISI RATIFICATION OF AUDIT
Filed February 17, 1937

NISI RATIFICATION OF AUDIT

WILLIAM J. RICKARDS, ASSIGNEE	Ø	IN THE CIRCUIT COURT
	Ø	
VS.	Ø	FOR QUEEN ANNE'S COUNTY
	Ø	
WILLIAM E. DERRIG	Ø	IN EQUITY
LIZZIE T. DERRIG, HIS WIFE	Ø	CASE NO. 3082.

ORDERED, This 17th day of February 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 March, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 5th day March, 1937, in some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

Filed February 17th, 1937

CERTIFICATE OF PUBLICATION
OF AUDIT NISI
Filed March 3rd. 1937

NISI RATIFICATION OF AUDIT

WILLIAM J. RICKARDS, ASSIGNEE	Ø	IN THE CIRCUIT COURT FOR
	Ø	
VS.	Ø	QUEEN ANNE'S COUNTY,
	Ø	
WILLIAM DERRIG	Ø	IN EQUITY.
LIZZIE DERRIG, HIS WIFE	Ø	CASE NO. 3082.

ORDERED, THIS 17th day of February 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 March, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of March, 1937, in some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

True Copy --
Test:

William H. Carter Clerk

Filed February 17th, 1937

2t-2-25

QUEEN ANNE'S RECORD- OBSERVER
Centreville, Md. March 3 1937

The Queen Anne's Record and Observer Publishing Co. hereby certifies that the Nisi Ratification of Audit in the case of William J. Rickards, Assignee. Vs. William Derrig and Lizzie Derrig, 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 18th day of February 1937, being more than two weeks before the 5th day of March 1937

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO

By. Bertha G. Durney

Filed March 3rd. 1937

ORDER OF COURT
FILED APRIL. 2nd. 1937

William J. Rickards, Assignee,	()	In the Circuit Court for
	()	
vs.	()	Queen Anne's County,
	()	
William E. Derrig and Lizzie T.	()	in Equity.
Derrig, his wife.	()	Chancery No. 3082.

ORDERED, on this second day of April, 1937, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the within and foregoing report and account of 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 order nisi heretofore passed in reference to said account and report, and William J. Rickards, assignee, the party making the sale therein mentioned, be and he is hereby directed to apply the proceeds of sale accordingly, with a due proportion of interest and to be received on credit sales, to his commissions and to the amount allowed in audit on part of the mortgage debt.

Thos. J. Keating

Filed Apr. 2nd. 1937.

C A U S E N O. 3076

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

ADA R. ROLPH and
J. FLETCHER ROLPH, her husband
MARY W. DULANEY,
LENA W. TURNER, and
J. FLETCHER ROLPH and
THOMAS J. KEATING, Jr., Trustees
Under the Will of Elizabeth J.
Keating, deceased.

vs.

WILLIAM K. WEEDON and
LILLIAN K. WEEDON, his wife,
A. MARION GREEN and
M. ISABEL GREEN, Assignee of
Mortgage, and
WILLIAM R. HORNEY, ROBERT E. C.
LOWE AND DAVID D. TAYLOR, Trustees,
Assignees of Mortgage, and WILLIAM T.
BISHOP.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN
EQUITY.
CHANCERY NO. 3076

To the Honorable, the Judge of said Court:
Your Orators complaining say:

1. That Elizabeth J. Keating, late of Queen Anne's County, deceased, departed this life about the year 1862, leaving a last will and testament, dated June 1, 1862, duly executed to pass title to real estate and duly admitted to probate by the Orphan's Court of Queen Anne's County on the Ninth day of September, 1862, said will being of record in Liber S. T. H. #1. folio 233, etc., a Woll Record Book for Queen Anne's County, a certified copy thereof being filed herewith as a part hereof marked Plaintiff's Exhibit #1.

2. That be item Six of said last will and testament, as will appear by reference thereto, said testatrix did dispose of the residue of her estate, of which the real estate hereinafter mentioned was a part, as follows:

"I give bequeath and devise to my beloved son Thomas James Keating all my personal property not hereinbefore bequeathed and all my real estate consisting of the houses and lots of Ground in Centreville devised to me be my dear brother George C. Palmer deceased and specified in his Will and of a small Lot of Ground purchased of Daniel Newman to be held by my said son Thomas in Trust for the following purpose. that is to say to collect and to pay over annually the interest income and profits thereof to my three daughters hereinbefore named in equal shares during their natural lives and should any of my said daughters die without issue living at the time of her death to divide her shares of said interest income and profits equally between her surviving sisters so long as they both shall live, and should two of my said daughters die without issue living at the time of their respective deaths to pay the entire amount of said interest income and profits to their surviving sister; and should any or all of my three daughters before named die and leave issue living at the time of their respective deaths I give bequeath and devise to the issue of each of my said daughters the proportion and shares of the real and personal property designated in this item, answering to the proportion and share of this interest income and profits thereof receivable by her at the time of her death. And should all three of my said daughters die without issue living at the time of their respective deaths I give, bequeath and devise the real and personal property designated in this Item to my beloved son Thomas James Keating, George Palmer Keating, William Devorix Keating and Michael Keating, and Benjamin Palmer Keating share and share alike and should any or all of my said daughters die and leave a child or children living and should said child or children die before attaining the age of twenty-one years, it is my will that the share or shares of the real and personal property designated in this Item which is or are bequeathed and devised to said Child or children shall go and be distributed under this will as if said child or children had never lived."

3. That said Elizabeth J. Keating died seized and possessed of the real estate mentioned in the aforesaid Item Six of her said last will and testament, said real estate consisting of:

Parcel #1- lot of land on the southeast corner of Commerce Street and Railroad Avenue in Centreville, improved by a combined store property and dwelling and lot at the rear thereof.

Parcel #2- A. lot of land on the north side of Water Street in Centreville, adjoining on the East the property of or formerly of Alfred M. Green, and on the West the property of the Town of Centreville improved by three store houses.

4. That the testatrix' son, Thomas James Keating, took possession of the aforesaid real estate upon the testatrix' death and continued to administer the trust until the time of his death in the year, Eighteen Hundred and ninety-eight, and subsequent to his death The Circuit Court for Queen Anne's County, in Equity, took jurisdiction of said trust and appointed J. Fletcher Rolph and Thomas J. Keating, ll., Trustees to carry out the terms of said trust in a proceeding in said Court entitled "In the Matter of the Trust Estate under the Will of Elizabeth J. Keating, late of Queen Anne's County, deceased" and numbered 1615 on the Chancery Docket of Said Court.

5. That the testatrix three daughters named in said Will, all survived her but the daughter, Mary Ellen, who married one Chambers, died about the year 1909, without ever having had issue and therefore without issue surviving her, and the daughter, Margaret Ann never married and died about the year 1912 and left no issue surviving her.

6. That the last surviving daughter of the testatrix was Martha Johanna Weedon (nee Keating) who departed this life on February twenty-seven, Nineteen hundred and thirty six, leaving the following as the only issue surviving her, to wit: Your Oratrix Ada Rolph, a daughter, Your Oratrix Mary W. Dulaney, a daughter, Your Oratrix Lena W. Turner, a daughter, and the defendant William K. Weedon, a son, That said Martha Johanna Weedon was twice married and had other children than those above mentioned but none of said other children survived her nor did any of said other children ever have issue or leave issue surviving them.

7. That the trustees, J. Fletcher Rolph and Thomas J. Keating, 11, hereinbefore mentioned in paragraph 4 hereof continued to conduct said trust estate from the date of their appointment on May 30, 1903 to the date of the resignation of said Thomas J. Keating, 11, on the first day of February, 1932, on which said last date this Honorable Court, by its order passed in said Chancery Cause #1615, did discharge the said Thomas J. Keating, 11, as trustee and did appoint Thomas J. Keating, 111, (herein called Thomas J. Keating, Jr.) to act with J. E. Rolph as trustee of said estate, and said Thomas J. Keating, Jr., did qualify and has continued to act as co-trustee with said J. Fletcher Rolph from the date of his appointment until the present time.

8. That as will appear by reference to the proceedings in the aforesaid Chancery Cause #1615, the previous trustees, J. F. Rolph and Thomas J. Keating, 11, were by the said Court, by its order passed in the 4th day of December, 1922, authorized and empowered to borrow the sum of Four thousand and Six hundred dollars (\$4600.00) (the petition upon which said order was passed requesting authority to borrow \$4650.00 and the discrepancy thereon being evidently a mistake) upon a mortgage to be given by said trustees, on certain of the trust property to Alfred M. Green, the proceeds of said loan to be used for payment off a pre-existing mortgage and for making certain improvements to the property to be mortgaged.

9. That pursuant to the aforesaid order of Court said Trustees did borrow Four thousand Six hundred and fifty dollars (\$4650.00) and did on December 8, 1922, execute to said Alfred M. Green, a mortgage to secure said sum upon certain of the trust property, to wit: the parcel hereinbefore designated as Parcel #2, and although the interest has been regularly paid by the trustees, when due, as will appear by their several annual reports of receipts and disbursements, there has been no payment on account of the principal mortgage debt, and said mortgage is now held by assignment by A. Marion Green and M. Isabel Green, two of the defendants, as will appear by reference to a certified copy of said mortgage and assignment filed herewith as a part hereof marked Plaintiff's "Exhibit #2."

10. That on the Nineteenth day of September, Nineteen hundred and twenty four, the aforesaid Martha Johanna Weedon, and her children who were then living, joined in a mortgage of their respective interests on all of the real estate comprising the aforesaid trust estate, and being all of the real estate described in Paragraph 3 hereof, unto The Centreville National Bank of Maryland, and said mortgage is now held by the defendants, William R. Horney, R.E. C. Lowe, and David D. Taylor, Trustees, as will appear by reference to a certified copy thereof filed herewith as a part hereof marked "Plaintiff's Exhibit #3;" that there has been no payment on the principal of said mortgage and the interest is in arrears.

11. That by reason of the death of the said Martha J. Weedon, as aforesaid, your orators, Ada R. Rolph, Mary W. Dulaney, and Lena W. Turner, and the defendant William K. Weedon, are seized and possessed of the aforesaid real estate as tenants in common, subject to the two mortgaged aforesaid.

12. That the Defendant William T. Bishop, is the holder of a Judgment against Ada R. Rolph, one of your Orators, in the amount of three thousand and three dollars and thirty-nine cents (\$3003.39), with interest from February 28, 1931, with costs and commissions of one hundred and fifty dollars and seventeen cents (\$150.17), said judgment being entered in the Circuit Court for Queen Anne's County as #20 Appearances, January Term, 1931, a certified copy thereof being filed herewith as "Plaintiff's Exhibit #4."

13. That said real estate cannot be divided among the parties entitled thereof without loss or injury to the parties owing interests therein, and that it will be to the interest and advantage of the parties owing the same or interested therein, either as co-parceners or lienors, to have said real estate sold and the proceeds arising therefrom divided among the parties interested therein according to their respective rights therein, the sale or sales thereof to be made free clear and discharged of the liens of the two aforesaid mortgages and said judgment, said liens to be preserved as against the proceeds arising from said sales.

14. That your oratrix, Ada R. Rolph, is an adult and is married to J. Fletcher Rolph, that your Oratrix, Mary W. Dulaney, is an adult and a widow, that your Oratrix, Lena W. Turner, is an adult and a widow.

15. That all of the defendants are adults and reside in Queen Anne's County, Maryland, except William K. Weedon and Lillian K. Weedon, his wife, who are non-residents of the State of Maryland, residing in Wilmington, Delaware.

To the End, therefore:

1. That the aforesaid real estate may be sold and a division of the proceeds arising from the sale or sales may be had among the parties owing same, or interested thereon, both as co-parceners and as mortgage and judgment lienors as hereinbefore set forth, according to their respective rights thereon.

2. That your Orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your Orators the writ of subpoena against the defendants, A. Marion Green, and M. Isabel Green, assignee of Mortgage, and William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees, Assignees of

Mortgage, and William T. Bishop, directed to the Sheriff of of Queen Anne's County, Maryland, and on Order of Publication against the non-resident Defendants, William K. Weedon, and Lillian K. Weedon, his wife, stating the object and substance of the Bill of Complaint, and commanding them to be appear in this court on some certain day to be named thereon to answer the premises and abide by and perform any decree that may be passed herein.

And as in duty bound, etc.

Thos. J. Keating Jr.
SOLICITOR FOR PLINTIFFS

Ada RQ Rolph

J. F. Rolph

Mary W. Dulany

Lena W. Turner

and

J. F. Rolph

Thos. J. Keating Jr.
Trustees under the Will of
Eliz. J. Keating

Filed April 29th . 1936

PLAINTIFFS

PLAINTIFFS' EXHIBIT
NO. 1.
Filed Apr. 29th. 1936

In the name of God, Amen: I, Elizabeth J. Keating of Queen Anne's County, in the State of Maryland, being weak and feeble in body, but of sound and disposing mind, do make publish and declare this my last Will and Testament, as follows:-

I give and bequeath to my beloved son, George Palmer Keating two hundred dollars, to be paid to him by my Executor, hereinafter named, out of the first moneys remaining after the payment of my debt funeral charges and the expenses of administration upon my personal estate.

Item, I give and bequeath to my beloved daughter Mary Ellen Keating, my negro girl Clara and my Mahogany Bureau with marble top.

Item, I give and bequeath to my beloved daughter Maragaret Ann Keating, my negro woman Mary Ellen for the balance of the term of servitude my negro boy John Charles and my Mohogany Commode with marble top.

Item, I give and bequeath to my beloved daughter Martha Johannah Keating, my negro boy Nat. my negro girl Alice, my looking glass with gilt Frame, and my walnut Rocking chair, and my walnut stand with marble top.

Item, I give and bequeath to my three daughters above named, the balance of my Household and Kitchen Furniture to divide equally among themselves and in the event they shall not be able to agree upon the articles each shall take in making the division I direct my Executor to sell the same and divide the proceeds of the sale equally among them.

I give, bequeath and devise to my beloved son Thomas James Keating all my personal property not hereinbefore bequeathed, and all my real estate consisting of the Houses and lts of Ground in Centreville devised to me by my dear brother George C. Palmer deceased and specified in his Will, and of a small lot of Ground purchased of Daniel Newnan, to be held by my said son Thomas, in Trust, for the following purposes:- that is to say to collect and to pay over annually the interest, income and profits thereof to my three daughters hereinbefore named, in equal shares during their natural lives; and should any of my said daughters die without issue living at the time of her death, to divide her shares of said interest, income and profits equally between her surviving sisters so long as they both shall live, and should two of my said daughters die without issue living at the time of their respective deaths, to pay the entire amount of said interest, income and profits to their surviving sister; and should any or all of my three daughters before named die and leave issue living at the time of their respective deaths, I give, bequeath and devise to the issue of each of my said daughters the proportion and shares of the real and personal property designated in this Item, answering to the proportion and shares of the interest, income and profits thereof receivable by her at the time of her death; and should all three of my daughters die without issue living at the time of their respective deaths, I give, bequeath and devise the real and personal property designated in this Item to my beloved sons Thomas James Keating, George Palmer Keating, William Devony Keating & Michael Keating and Benjamin Palmer Keating share and share alike; and should any or all of my said daughters die and leave a child or children living, and should said child or children die before attaining the age of twenty one years, it is my will that the share or shares of the real and personal property designated in this Item, which is or are bequeathed and devised to said child or children, shall go and be distributed under this will, as if said child or children had never lived,

And I hereby authorize and empower my son Thomas J. Keating to make sale and dispose of all or any part of my real estate aforesaid, if at any time during the continuance of his Trusteeship he shall deem it advisable and to invest the proceeds of said sale as well as the personal property bequeathed to him in Trust, and to reinvest the same as often as, and in such manner as he in the exercise of a sound discretion may think best to promote the interest of those for whose benefit this will is made.

Item, It is my will, and I hereby direct that if my beloved son, Benjamin Palmer Keating, shall be living with me at the time of my death, without sufficient employment to afford him a support, equal proportions of the income of my daughters devised

under this will shall be appropriated from the share of each, necessary to procure comfortable board and clothing for my said son, Benjamin until my Executor shall be able to procure said employment for him. It is also my will that the provisions of this Item shall be extended to my beloved son, Michael Keating, if he shall be living with me at the time of my death without sufficient employment to afford him a support.

Lastly, I constitute and appoint my beloved son Thomas James Keating executor of this last Will and Testament.

In Testimony Whereof I hereunto set my hand and affix my seal this twenty first day of June eighteen hundred and sixty two.

E. J. Keating (SEAL)

Signed, sealed, published and declared by Elizabeth J. Keating, the above named Testatrix as and for her last Will and Testament in the presence of us, who, at her request in her presence, and in the presence of each other have subscribed our names, as witness hereunto, the words "and Benjamin Palmer Keating" having been previously inserted between the second and third lines of the third page hereof.

Wm. F. Parrott

John W. Perry

John F. McFeely

QUEEN ANNE'S COUNTY, SCT:
September 9th, 1862.

Then came Wm. F. Parrott, John W. Perry and John F. McFeely the subscribing witnesses to the foregoing Will, and made oath on the Holy Evangely of Almighty God, that they did see E. J. Keating, the within named Testatrix sign her name to the foregoing Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of so doing she was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they subscribed their names, as witnesses to the said Will, in the presence of each other, in the presence of the Testatrix, and at her request.

W. A. Johnson Reg. Wills for
Queen Anne's County.

Queen Anne's County, SCT:
September 9th, 1862.

Then came Thos. J. Keating the executor herein named, and made oath on the Holy Evangely of Almighty God, that the foregoing is the true and whole last Will and Testament of E. J. Keating, late of Queen Anne's County, deceased, that has come to his hands, or possession, and that he knows of no other.

W. A. Johnson, Reg. Wills for
Queen Anne's County.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last Will and Testament of Elizabeth J. Keating, deceased, as filed and passed in this office on Sept. 9, 1862 and recorded in Liber S. T. H. No. 1. Folio 233 etc., in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribed my name and affix the seal of my office this 17th day of April 1936

(ORPHANS)
(COURT)
(SEAL.)

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

PLAINTIFFS'
EXHIBIT NO. 2.
Filed Apr. 29, 1936
Filed with Examiners July 13, 1936

.....
#9699. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the eighth day of December, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:-
THIS MORTGAGE, made this eighth day of December, in the year nineteen hundred and twenty two, by Thomas J. Keating and J. Fletcher Rolph, of Queen Anne's County, in the State of Maryland, trustees as hereinafter set forth.
WHEREAS, On the thirtieth day of May, in the year 1903, the said Thomas J. Keating and J. Fletcher Rolph were appointed by an order of the Circuit Court for Queen Anne's County, in Equity, as successors to Thomas J. Keating, as trustees under the will of Elizabeth J. Keating, late of Queen Anne's County, deceased, by an order of said court passed in a cause in said Court entitled "In the matter of the trust estate under the Will of Elizabeth J. Keating," being chancery cause No. 1615;

And whereas, by an order passed in said Chancery cause No. 1615, the said Thomas J. Keating and J. Fletcher Rolph, Trustees as aforesaid, on the fourth day of December in the year 1922, were duly authorized and empowered to borrow the sum of forty six hundred and fifty dollars (\$4650.00) for the purpose of paying

the costs of certian improvement and betterments upon the property hereinafter described and conveyed and also for the purpose of paying off and having released a mortgage upon said property originally executed by said trustees to Martha J. Dodd and now held by Alfred Green of Queen Anne's County aforesaid;

And whereas, in pursuance of the aforesaid order of the Circuit court for Queen Anne's County, in Equity, the said Thomas J. Keating and J. Fletcher Rolph, Trustees as aforesaid, have borrowed from the said Alfred Green the said sum of forty six hundred and fifty dollars and applied the said amount to the payment of the costs of the improvements and betterments upon said property and to the payment of the present outstanding mortgage upon said property;

And whereas, the said Thomas J. Keating and J. Fletcher Rolph, trustees as aforesaid, have agreed to repay unto the said Alfred Green the said sum of forty six hundred and fifty dollars (44650.00) at the expiration of three years from the date hereof and to pay the interest thereon in the meantime semi-annually from the date hereof at the rate of six per cent per annum, and pursuant to the aforesaid order of Court, to secure the payment thereof by the execution and delivery of this mortgage.

Now, therefore, this mortgage witnesseth that, for and in consideration of the premises and of the sum of one dollar and in execution of the power conferred upon them as trustees as aforesaid, the said Thomas J. Keating and J. Fletcher Rolph, Trustees as aforesaid, do hereby grant and convey unto the said Alfred Green, his heirs an assignee in fee simple, the following real estate, to wit:- All that lot of land, or lots of land, situate on the north side of Water Street in the town of Centreville, Queen Anne's County, Maryland, adjoining on one side the property of the said Alfred Green, on another side the property of The Town Commissioners of Centreville, and in the rear the property of the Queen Anne's National Bank of Centreville, and of the Centreville Observer, the said real estate being now improved by a store house now in the occupancy of Barton Brother, a barber shop now in the occupancy of William Hard and a store and dwelling now in the occupancy of Israel Levinson, and said real estate constituting a part of the real estate of which Elizabeth J. Keating died seized and possessed.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the building and improvements thereon erected and being. Provided, that if the said Thomas J. Keating and J. Fletcher Rolph trustees as aforesaid, their successors or assigns shall well and truly pay to the said Alfred Green, his the aforesaid sum of forty six hundred and fifty dollars (\$4650.00) and all interest to accrue thereon, when and as the same 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 Thomas J. Keating, and J. Fletcher Rolph trustees as aforesaid, their successors and assigns, shall possess said property.

And the said Thomas J. Keating and J. Fletcher Rolph, Trustees as aforesaid, for themselves, their successors 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 Alfred Green, his executors, administrators or assigns, and to have the said policy or policies so framed or indorsed 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 on this mortgage, then the whole debt intended hereby to be secured and all money owing hereunder or secured hereby shall be due and demandable, and the said Alfred Green, his executors, administrators or assigns, or 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 on 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 of the said Thomas J. Keating and J. Fletcher Rolph, Trustees as aforesaid, 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 Alfred Green, his executors, administrators, assigns, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Thomas J. Keating and J. Fletcher Rolph, Trustees as aforesaid, for themselves, their successors and assigns, hereby covenant to pay.

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

Thomas J. Keating (SEAL)

Test: Wm L. Holton, Jr.

J. Fletcher Rolph, (SEAL)
Trustees.

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

I hereby certify that on this eighth day of December, in the year 1922, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Thomas J. Keating and J. Fletcher Rolph, Trustees and grantors above named, and did each acknowledge mortgage to be their respective act and deed, Andat the same time before me also personally appeared Alfred Green, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

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

W. L. Holton, Jr.
Notary Public.

Notary Public
Seal.

Queen Anne's County, to wit: Be it remembe ed that on the 6th day of February, in the year 1934, the following Assignment was brought to be recorded, to wit:

For value received and pursuant to an order of the Orphans' Court of Queen Anne's County, passed on the 6th day of February, 1934, in the matter of the estate of Alfred Green, deceased, I. A. Marion Green, Executor of the last will and testament of the said Alfred Green, deceased, do hereby transfer and assignee the within and aforegoing mortgage unto M. Isabella Green, with interest from the 8th day of December, 1933.

Winess my hand and seal, this 6th day of February, 1934.

A. Marion Green (SEAL)
Executor of Alfred Green.

Test: WM. R. Horney.

Queen Anne's County, to wit: Be it remembered that on the 9th day of February, in the year 1934, the following Assignment s were brought to be recorded, to wit:

For malue received, I. . Isabelle Green, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney, with interest from the 8th day of December, 1933;

Witness my hand and seal this 8th day of February, 1934;

Test: Laura V. Smith

M. ISABELLE GREEN (SEAL)

For value received, I. William R. Horney, do hereby transfer and assign the within and aforegoing mortgage unto M. Isabelle Green and Alfred M. Green, as joint tenants and unto the survivor of them with interest from the 8th day of December, 1933, without recourde or guarantee.

Witness my hand and seal, this 8th day of February, 1934.

Test: Laura V. Smith.

William R. Horney (SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. E. R. No. 10, folios 57, etc., Land Record Book for Queen Anne's County.

(Court)
(Seal)

In Testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this Fifteen day of April, in the year nineteen hundred and thirty six,

William H. Carter Clerk.

"PLAINTIFFS' EXHIBIT
NO. 3"
Filed Apr. 27th 1936
Examiner Exhibit No 3
Filed With Examiner
July 13th 1936.
Filed July 18th 1936

.....
#10,857 QUEEN ANNE'S COUNTY, T O W I T :
Be it remembered tha t on the twenty sixth day of September, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this nineteenth day of September, in the year nineteen hundred and twenty four , by Martha J. Weedon, widow, of Queen Anne's County, in the State of Maryland and Ada Roberts Rolph and J. Fletcher Rolph, her husband, of said County and State, G. Clinton Robert of the City of Baltimore, State of Maryland, Mary W. Dulaney, widow of the City of Long Branch State of New Jersey, Lena W. Turner, widow, of Queen Anne's County, State of Maryland, William K. Weedon and Lillian, his wife, of the City of Wilmington, in the State of Delaware, parties of the first part and The Centreville National Bank of Md. a body corporate of said County and State a party of the second part.

WHEREAS, the said parties of the first part arejustly indebted unto the said party of the second part in the full and just sum of(\$16.150.00) sixteen

thousand one hundred fifty Dollars, for money this day of loaned and for the repayment of which five years from date of these presents with the interest to accrue thereon which interest is payable semi-annually at the rate of (6) six per annum at the Banking House of said Bank of the town of Centreville, Queen Anne's County aforesaid and to further secure and assure the prompt payment of said principal sum of sixteen thousand one hundred and fifty dollars as condition precedent thereto and the interest to accrue thereon this mortgage is executed.

NOW THEREFORE THIS MORTGAGE witnesseth that in consideration of the premises and the further sum of ten dollars said parties of the first part do hereby grant and convey unto the said party of the second part all their right, title right and interest and estate, in fee simple, in and to all that town property situated in the town of Centreville, in Queen Anne's County aforesaid as follows: First:

First: All that corner lot improved by a frame storehouse and dwelling on the southeast Corner of Commerce and Water Streets in said town now in the occupancy of F. Gurney Jump and others, and bounded on the south side by the Ford Building and on the east by the William McKenny Home Property, and others.

Second: All those three properties located on the north side of Water Street in said town consisting of a lot improved by a store building now in the occupancy of Barton Brothers, a lot improved by a barber Shop now in the occupancy of Wm. Hard, and a lot improved by a store house and dwelling now in the occupancy of I. Levinson adjoining on one side the property of Alfred Green on another side the property of the Town Commissioners of Centreville, and in the rear the property of the Queen Anne's National Bank and The Centreville Observer and said real estate constituting part of the real estate of which Elizabeth J. Keating died seized and possessed and which said real estate passed unto said parties of the first part under the last will and testament of said Elizabeth J. Keating, late of Queen Anne's County, deceased, and filed among the will records of said County, to which will reference is hereby made for a more full and perfect description of said hereby mortgaged property.

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 parties of the first part their heirs, executors, administrators or assigns, shall well and truly pay to the said party of the second part its successors, executors, administrators or assigns the aforesaid sum of sixteen thousand one hundred and fifty dollars and the interest to accrue thereon, as above set forth, and shall perform the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void, and until default be made in the premises the said party of their heirs and assigns shall possess said property.

And the said parties of the first part 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, assessment, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of the full insurable value thereof in some company or companies approved by the said party of the second part, its successors, 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 party of the second part, its executors, administrators, or assigns, or Madison B. Bordley, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in said 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, 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 said shall have then matured or not, and third, the balance to the parties of the first part, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said party of the second part, executors, administrators, successors or assigns, or Madison B. Bordley, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said parties of the first part for their heirs, executors, administrators and assigns, hereby covenant to pay.

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

Test: W. L. Holton, Jr.	Martha J. Weedon (SEAL)
" W. L. Holton, Jr.	Ada R. Rolph (SEAL)
" W. L. Holton, Jr.	J. Fletcher Rolph (SEAL)
" W. L. Holton, Jr.	Maryl W. Dulany (SEAL)
" W. L. Holton, Jr.	Lena W. Turner (SEAL)
" Barnett Gluchman	William K. Weedon (SEAL)
" Barnett Gluchman	Lillian K. Weedon (SEAL)
" Loretta M. Noha	G. Clinton Roberts (SEAL)

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

I hereby certify that on this 19th day of September, in the year nineteen hundred and twenty four, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, the within named Martha J. Weedon, Ada Robert Rolph, and J. Fletcher Rolph, her husband, Mary W. Dulany and Lena W. Turner, and did each acknowledge the foregoing mortgage to be their respective act.

Notary
Public
Seal.

W. L. Holton, Jr.
Notary Public.

STATE OF DELWARE, CITY OF WILMINGTON, TOWIT:

I hereby certify that on this twentieth day of September, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Delaware, in and for the City of Wilmington, personally appeared the within named William K. Weedon and Lillian K. Weedon, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

Notary Public
Seal.

Barnet Gluchman
Notary Public

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 20 day of Sept. in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared the within named G. Clinton Roberts and acknowledge the foregoing mortgage to be his act.

Notary Public
Seal.

Loretta M. Noha
Notary Public.

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

I hereby certify that on this 26th. day of September, in the year nineteen hundred and twenty four, personally appeared Madison B. Bordley, Vice-President of said Centreville National Bank of Maryland, and made oath in due form of law that the consideration stated in the foregoing mortgage is just and true as therein set forth. Said Madison B. Bordley, Vice-President as aforesaid further makes oath that he is the duly constituted agent of said Bank to make the above oath, said oath and affidavit being made before W. Layton Holton, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid.

Notary Public
Seal

W. L. Holton, Jr.
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the eight day of August, in the year 1934, the following Assignment was brought to be recorded, to wit:-

For value received, The Centreville National Bank of Maryland, a body corporate, does hereby transfer and assign the within and foregoing mortgage 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.

Attest: W. Ray Tabler,
Its Cashier

The Centreville National Bank of Maryland,
By. Wm. R. Wilson,
Its President

Seal's
Place.

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

I hereby certify that the foregoing is truly taken and copied from B. H. T. No. 2, folios 343, 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 fifteenth day of April, in the year nineteen hundred and thirty six.

Seal's
Place.

William H. Cater Clerk

"PLAINTIFF
EXHIBIT NO. 4."
Filed April 29th 1936
Filed with Examiner
July 13th 1936

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

HsH William T. Bishop

versus

J. F. Rolph
Ada Rolph

No. 20; Apprs. Jan Term, 1931.
) filed February 28th 1931 order to docket suit,
) Narr and note with power to enter judgement by
) confession &c.
) February 28th 1931 Judgement entend by conf-
) ession by the Defendant in favor of the Plain-
) tiff for the sum of three Thousand and three
) dollars and tirty nine cents (\$3003.39) with
) interest from date hereof until paid and costs
of suit, with all exampctions waived and one
hundred and fift dollars and seventeen cents
commissions

Statement of Costs:

Plaintiff's Costs:

Attorney, \$ 5.00.
Clerk, 2.45 this copy
Sheriff
Witnesses _____

Defendant Costs:

Attorney, \$
Clerk,
Sheriff,
Witness _____

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

I Hereby Certify, That the foregoing is a true Copy of the Docket Entries and Short Copy of the Judgment in the above entitled cause, taken from Liber B. H. T. No. one folio 133 of the Judgment Record Books for Queen Anne's County, Maryland.

I Hereby further certify, That the said Record contains no entry nor proceedings to show that the Judgment aforesaid has been Satisfied, either in whole or in part.

In Testimony Whereof I hereunto subscribe my name and the Seal of the Circuit Court for Queen Anne's County affix, at Centreville, Maryland, on this 15th day of April A. D. 1936

William H. Carter
Clerk of the Circuit Court for Queen
Anne's County, Maryland.

ORDER OF PUBLICATION
Filed Apr. 29th 1936

ADA R. ROLPH and
J. FLETCHER ROLPH, her husband,
MARY W. DULANY,
LENA W. TURNER, and
J. FLETCHER ROLPH and
THOMAS J. KEATING, JR.,
Truatees under the Will of Elizabeth
J. KEATING, deceased

vs.

WILLIAM K. WEEDON and
LILLIAN K. WEEDON, hiswife,
A. MARION GREEN and
M. ISABELL GREEN, assignees of
Mortgage, and WILLIAM R. HORNEY,
ROBERT E. C. LOWE and DAVID D.
TAYLOR, turstees, Assignees of
Mortgage, and WILLIAM T. BISHOP.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S
COUNTY
IN
EQUITY.
Chancery No. 1615.

ORDER OF PUBLICATION

The object of the Bill is to produre a sale of certian real estate particularly mentioned in the Bill, being the real estate comprising the trust estate created under the will of Elizabeth J. Keating late of Queen Anne s County, deceased, for the purpose of partition and to sell the same free of the liens thereon and to distribute the proceeds of sale among the parties interested therein both as co-parceners and lienors according to their repective rights therein.

Paragraph 1 of the Bill states that Elizabeth J. Keating, late of Queen Anne's County, deceased, died in the year Eighteen hundred and sixty-two, leaving a last will and testament duly admitted to probate by the Orphan's Court fo Queen Anne's County and recorded in Liber S. T. H. No.1, folio 233, A Will Record Book for Queen Anne s County.

Paragraph 2 of the Bill states that by Item 6 of said will said Elizabeth J. Keating disposed of the residue of her estate including the real estate mentioned in this cause to her son. Thomas James Keating, in trust for certian purposes mentioned insaid Item 6.

Paragraph 3 of the Bill states that said Elizabeth J. Keating died siezed and possessed of said real estate and described same as two parcels: a lot of land on the southeast corner of Commerce Street & Railroad Avenue in Centreville, improved by a combined store property and dwelling and lot; and a lot of land on the north side of Water Street in Centreville improved by three store houses,

Paragraph 4 states that said Thomas J. Keating took possession of said real estate and continued to administer the trust until his death in the year Eighteen hundred and ninety-eight and subsequent to his death the Circuit Court for Queen Anne's County, in Equity, took jurisdiction of the trust and appointed J. Fletcher Rolph and Thomas J. Keating, II, Trustees to carry out the trust in a proceeding entitled "In the Matter of the Trust Estate under the Will of Elizabeth J. Keating, late of Queen Anne's County, deceased" No. 1615 on the Chancery docket of said Court.

Paragraph 5 of the Bill states that the Testatrix' three daughters all survived her but the daughter Mary Ellen, who married one Chambers, died about the year 1909, without ever having had issue surviving her and the daughter Margaret Ann never married and died about the year 1912 and left no issue surviving her.

Paragraph 6 states that the last surviving daughter, Martha Johanna Weedon (nee Keating) died on February 27, Nineteen hundred and thirty-six leaving as her only issue surviving her a daughter, Ada R. Rolph, a daughter, Mary W. Dulany, a daughter, Lena W. Turner, and a son, William K. Weedon; that said Martha Johanna Weedon was twice married and had other children but none of said other children survived her nor did any of said other children leave issue surviving them.

Paragraph 7 states that the trustees, J. Fletcher Rolph and Thomas J. Keating, II, continued to conduct the aforesaid trust estate from May 30, 1903, to February 1, 1932, when said Thomas J. Keating, II, resigned and the aforesaid court appointed Thomas J. Keating, III, (herein called Thomas J. Keating, JR.) co-trustee with J. Fletcher Rolph and said J. Fletcher Rolph and Thomas J. Keating, Jr. have continued to conduct said trust estate up to the present time.

Paragraph 8 states that on December 4, 1922, the Circuit Court for Queen Anne's County, in Equity, authorized J. Fletcher Rolph and Thomas J. Keating II, Trustees, to borrow Four thousand and six hundred dollars (\$4600.00) by way of mortgage on certain of the real estate belonging to the trust estate, the loan to be used to pay off a previous mortgage on the property and to make certain improvements to the property.

Paragraph 9 states that said Trustees borrowed Four thousand and six hundred and fifty dollars (\$4650.00) from Alfred M. Green and executed to him a mortgage for said sum on certain of the aforesaid real estate and said mortgage is now held by A. Marion Green and M. Isabel Green by assignment, and a certified copy of the mortgage and assignments is filed and that although the interest has been regularly paid on said mortgage there has been no payment on account of the principal.

Paragraph 10 states that said Martha Johanna Weedon and her children who were then living, on the 19th day of September, Nineteen hundred and twenty-four joined in a mortgage of their respective interests in said real estate to the Centreville National Bank of Maryland and said mortgage is now held by assignment by William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees, and that there has been no payment made on account of the principal mortgage debt and the interest is in arrears.

Paragraph 11 states that by reason of the death of said Martha Johanna Weedon the said Ada R. Rolph, Mary W. Dulany, Lena W. Turner and William K. Weedon are seized and possessed of the aforesaid real estate, as tenants in common subject to the two aforesaid mortgages.

Paragraph 12 states that the defendant, William T. Bishop, is the holder of a certain judgment against Ada R. Rolph in the amount of Three thousand and three dollars and thirty nine cents (\$3003.39) with interest from February 28, Nineteen hundred and thirty-one and costs and commissions of One hundred and fifty dollars and seventeen cents (\$150.17), said judgment being NO. 20 Appearances, January term, 1931, in the Circuit Court for Queen Anne's County.

Paragraph 13 states that the real estate cannot be divided among the parties entitled thereto without loss or injury to the parties owing interests therein and that it will be to the interest and advantage of the parties owning the same or interested therein either as co-parceners or lienors, to have said real estate sold and the proceeds arising therefrom divided among the parties interested therein according to their respective rights therein, the sale or sales thereof to be made free, clear, and discharged of the liens of the two aforesaid mortgages and said judgment, said lien to be preserved as against the proceeds arising from said sales.

Paragraph 14 states that Ada R. Rolph is an adult and is married to J. Fletcher Rolph, that Mary W. Dulany is an adult and a widow, and that Lena W. Turner, is an adult and a widow.

Paragraph 15 states that all of the defendants are adults and reside in Queen Anne's County except William K. Weedon and Lillian K. Weedon, his wife, who are non-residents of the State of Maryland, residing in Wilmington, Delaware.

The Bill prays:

1. That the aforesaid real estate may be sold and a division of the proceeds arising from the sale or sales may be had among the parties owing same or interested therein, both as co-parceners and as mortgage and judgment lienors, as hereinbefore set forth, according to their respective rights therein.

2. That the plaintiffs may have such other and further relief as their case require.

It is thereupon this 29th day of April, Nineteen hundred and thirty-six, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of May in the year Nineteen hundred and thirty-six, give notice to the said non-resident 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 15th day of June, next, to show cause, if any they have, why a decree ought not to be passed as prayed.

William H. Cater, Clerk

Filed Apr. 29th 1936.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed April 30 1936

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

To William R. Horney, Robert E.E.C.Lowe and David D. Taylor,
Trustees, Assignees of Mortgage.

Seals
Place.

QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be 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 Ada R. Rolph 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 April 1936
Issued the 29th day of April 1936

_____ Clerk

Thomas J. Keating, Jr.

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.

_____ Clerk

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed April 30th, 1936

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

Seal's
Place.

TO William T. Bishop

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 Ada R. Rolph 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 April 1936

Issued the _____ day of _____ 19

William H. Carter Clerk

Thomas J. Keating Jr.

Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense on 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

SUBPOENA FOR REPOENDENT
TO APPEAR AND ANSWER
Filed April 30th 1936

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO A. Marion Green and M. Isabel Green, Assignees of Mortgage

Seal
Place's

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 Ada R. Rolph 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 H. Carter, Chief Judge of
our said Court, the First Monday of April 1936.
Issued the 29th day of April 1936.

William H. Carter Clerk

Thomas J. Keating, Jr.

Solicitor for Complainants

TO THE DEFENDANT: you are required to file your answer or other defense in the office next, being the Return Day.

William H. Carter Clerk.

ANSWER OF A. MARION GREEN AND M. ISABEL GREEN.
filed May. 20th 1936

ADA R. ROLPH, ETAL.,
VS.
WILLIAM K. WEEDON, ET AL.

Ø In the Circuit Court for
Ø Queen Anne's County
Ø in Equity.
Ø Cause No. 3076.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of A. Marion Green and M. Isabel Green, 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, A. Marion Green and M. Isabel Green, 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 necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

A. Marion Green

M. Isabel Green

Harper & Horney
Solicitors for A. Marion Green and M. Isabel Green.

ANSWER OF WILLIAM R. HORNEY, ET AL.,
TRUSTEES, ETC.
FILED May 20th 1936.

ADA R. ROLPH, ET AL.,
VS.
WILLIAM K. WEEDON, ETAL.

Ø In the Circuit Court for
Ø Queen Anne's County
Ø in Equity .
Ø Cause No. 3076.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, three of the Defendant in the above entitled cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these Defendant, William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees as aforesaid, 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.,

William R. Horney

Robert E. C. Lowe

David D. Taylor

Trustees of the Trusteed Assets of the Centreville National Bank of Maryland.

Harper & Horney -
Solicitors for Trustees

Filed May 20th 1936

ANSWER OF WILLIAM T. BISHOP, ONE OF THE DEFENDANTS, TO THE BILL OF COMPLAINT.
Filed May 23rd. 1936.

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

Ada R. Rolph, et al.,
VS.
William K. Weedon, et al

Ø Cause No. 3076.

To the Honorable, the Judge of said Court:-

The answer of William T. Bishop, one of the defendants of the above cause, to the bill of complaining of Ada R. Rolph and others against him in this cause exhibited:

1. This defendant admits that allegations set forth in paragraph 1 of the bill of Complaint.

2. This defendant admits the allegations set forth in paragraph 2 of the bill of complaint.

3. This defendant admits the allegations set forth in paragraph 3 of the bill of complaint.

4. This defendant admits the allegations set forth in paragraph 4 of the bill of complaint,

5. This defendant admits the allegations set forth in paragraph 5 of the bill of complaint.

6. This defendant admits the allegations set forth in paragraph 6 of the bill of complaint.

7. That in answer to paragraph 7 of the bill of complaint this defendant admits that J. Fletcher Rolph and Thomas J. Keating, II, continued to conduct the trust estate created by the will mentioned in the bill from the time of their appointment to February 1, 1932 when Thomas J. Keating, II, was appointed to succeed Thomas J. Keating, II, and that said J. Fletcher Rolph and Thomas J. Keating, III, have acted as the trustees of said trust estate since then until the day of the date of the death of Martha Johanna Weedon but not until the date of the filing of the bill, as set forth in the bill, for the trust estate, having been created for the life of said Martha Johanna Weedon, ceased to exist or expired on the day she died, and from that day of said trustees have had not power or authority to act as such trustees, and the trust property on that date vested in the parties entitled to same at death of the life tenant under said will, clear of said trust,

8. That this defendant admits the allegations of paragraph 8 of the bill of complaint.

9. That this defendant admits the allegations of paragraph 9 of the bill of complaint.

10. That this defendant has herein to this point answered the paragraph of the bill of complaint according to their numerical order but he does not find it convenient for his defense to answer in numerical order the remaining paragraphs of the bill, and will answer the same according to his convenience.

11. That this defendant as set forth in paragraph 12 of the bill of complaint states he did recover on February 28, 1931, in case No. 20 of the Appearance Docket of January Term, 1931, of the Circuit Court for Queen Anne's County, a judgment against Ada R. Rolph, one of the plaintiffs of this case, for \$3003.39 debt, with interest from date mentioned, for \$150.17 commissions mentioned in the cause of action of said case and for costs of suit, and this defendant claims and avers that no part of the items of said judgment have been paid and that no interest thereon has been paid but that the full judgment with interest thereon from its date remains unpaid.

12. And this defendant answering paragraph 11 of the bill of complaint agrees with those words of said paragraph twice say.....
 "that by reason of the death of Martha J. Weedon as aforesaid the "(plaintiff) Ada R. Rolph, Mary W. Dulaney, Lena W. Turner and "the defendant William K. Weedon are seized and possessed of the "aforesaid real estate as tenants in common"
 "and that said real estate passed to said tenants in common in equal parts, but this defendant denies that said real estate, at the death of said life tenant, passed to said tenants in common subject to the alleged mentioned in paragraph 10 of the bill, and this defendant claims that upon the death of said Martha Johanna Weedon, the life tenant, his judgment against Ada R. Rolph, being then in full force and effect, immediately attached to and become a lien upon the one undivided fourth part of said real estate which accrued to said Ada R. Rolph at the death of Martha J. Weedon under the will of said Elizabeth J. Keating, the testatrix mentioned in the bill, subject to no mortgage or lien whatsoever other than that mortgage described in paragraph 9 of the bill of complaint.

13. That this defendant admits the allegations set forth in paragraph 14 and 15 of the bill of complaint.

14. That answering paragraph 10 of the bill of complaint this defendant says:

(1) That he admits that on September 19, 1924 that said Ada R. Rolph, one of the children of said Martha Johanna Weedon, joined with the other children of said Martha Johanna Weedon then living in the execution of a paper writing dated September 19, 1924 purporting to be, and called in said paragraph and in said paper writing itself, a mortgage, by which the said Ada R. Rolph and the other children of the said Martha Johanna Weedon attempted to convey, or purported to convey, their respective interest in the real estate described in the bill of complaint as comprising the trust estate, to The Centreville National Bank of Maryland to secure an alleged debt named in said paper writing (but not named in said paragraph) of \$16,150.00 and that Exhibit No. 3 filed with the bill of complaint is said paper writing and that the same is now held by the assignees of the Bank named in said paragraph by assignment made by the Bank unto them.

(2) That said paper writing or alleged mortgage never constituted nor does it now constitute a valid mortgage or lien upon that part of the land sought to be sold by these proceedings which became the property of Ada R. Rolph at the death of Martha Johanna Weedon, for the following reasons, to wit:

(a) Because at the time of the execution of said paper writing, to wit: on September 19, 1924, said Ada R. Rolph had no estate in or claim to said land or real estate, under will of Elizabeth J. Keating which was subject to conveyance by deed or mortgage.

(b) Because said Elizabeth J. Keating by her will devised no part of the real estate sought by these proceedings to be sold unto said Ada R. Rolph as a person named in her will or as a person ascertained and made certain by her will, but the said testatrix by her will devised her said property to a class of persons who could

not, under the terms of said will, be ascertained until after the death of said Martha Johanna Weedon, and as the said Ada R. Rolph was a member of that class her interest or estate was necessarily a contingent one until the said Martha Johanna Weedon died leaving the said Ada R. Rolph, surviving, and until that event happened the said Ada R. Rolph had no interest or estate in the said real estate which was transmissible by deed or by mortgage.

15. And furthering answering the bill of complaint this defendant says that the paper writing executed by Ada R. Rolph dated September 19, 1924, is not valid or enforceable in equity as a contract on the part of the said Ada R. Rolph to mortgage the contingent estate she expected to receive at the death of her mother under said will, in the land sought herein to be sold,

(1) Because said paper writing cannot be construed to have that effect for lack of apt and proper words to pass such contingent or expectant estate.

(2) Because said paper writing was not framed to effect a conveyance of such contingent or expectant estate.

(3) Because if said Ada R. Rolph had any intention to divest herself of that contingent or expectant estate it was not consummated and executed by said paper writing.

(4) Because the sum of money stated in said writing as the consideration thereof, \$16,150.00, was not loaned to the parties named in the paper writing as having borrowed the same of The Centreville National Bank on the day named therein.

(5) Because no part of the sum of money stated in said paper writing as having been loaned to the parties executing said alleged mortgage as mortgagors was in fact loaned to the said Ada R. Rolph by said Bank on the day of the date of said paper writing.

16. and further answering this bill of complaint this defendant admits that the real estate mentioned in said bill of complaint and sought thereby to be sold cannot be divided among the parties entitled thereto without loss or injury to them,

17. And this defendant agrees that said real estate may be sold under the decree of this court clear of the lien of his judgment hereinbefore described against the undivided interest in said real estate of said Ada R. Rolph and a division of the proceeds of such sale or sales had under the direction of this court among the parties entitled to said real estate but with the understanding that his said judgment claim shall be protected in the distribution of the proceeds of sales.

And as in duty bound, etc.,

W. T. Bishop

Madison Brown

Attorney for William T. Bishop

Filed May 23rd. 1936

LEGAL NOTICE
ORDER OF PUBLICATION

Thomas J. Keating, Jr. Solicitor

ADA R. ROLPH and
J. FLETCHER ROLPH, her husband,
MARY W. DULANY,
LENA W. TURNER, and
J. FLETCHER ROLPH, and
THOMAS J. KEATING, JR.
Trustees under the Will of Elizabeth J. Keating, deceased

vs.

WILLIAM K. WEEDON and
LILLIAM K. WEEDON, his wife
A. MARION GREEN and
M. ISABEE GREEN, Assignees of
Mortgage and WILLIAM R. HORNEY,
ROBERT E. C. LOWE AND DAVID D.
TAYLOR, Trustees, Assignees of
Mortgage and WILLIAM T. BISHOP.

In the Circuit Court for Queen Anne's County in Equity. Chancery No. 1615

The object of the Bill is to procure a sale of certain real estate particularly mentioned in the Bill, being the real estate comprising the trust estate created under the will of Elizabeth J. Keating late of Queen Anne's County, deceased, for the purpose of partition and to sell the same free of the liens thereon and to distribute the proceeds of sale among the parties interested therein both as co-parceners and leinners according to their respective rights therein.

Paragraph 1 of the Bill states that Elizabeth J. Keating, late of Queen Anne's County, deceased, died in the year Eighteen hundred and sixty-two, leaving a last will and testament duly admitted to probate by the Orphans' Court of Queen Anne's County and recorded in Liber S. T. H. No. 1, folio 233, a will Record Book for Queen Anne's County.

Paragraph 2 of the Bill states that by Item 6 of said will said Elizabeth J. Keating disposed of the residue of her estate including the real estate mentioned in this cause to her son, Thomas James Keating, in trust for certain purpose mentioned in said Item 6.

Paragraph 3 of the Bill states that said Elizabeth J. Keating died, seized and possessed of said real estate and described same as two parcels: a lot of land on the southeast corner of Commerce Street and Railroad Avenue in Centreville, improved by a combined store property and dwelling and lot; and a lot of land on the north side of Water Street in Centreville improved by three store houses.

Paragraph 4 states that said Thomas J. Keating took possession of said real estate and continued to administer the trust until his death in the year Eighteen Hundred and ninety-eight and subsequent to his death the Circuit Court for Queen Anne's County, in Equity, took jurisdiction of the trust and appointed J. Fletcher Rolph and Thomas J. Keating II, trustees to carry out the trust in proceeding entitled "In the Matter of the Trust Estate under the Will of Elizabeth J. Keating late of Queen Anne's County deceased" No 1615 on the Chancery docket of said Court.

Paragraph 5 of the Bill states that the Testatrix three daughters all survived her but the daughters Mary Ellen, who married one Chambers, died about the year 1909, without ever having had issue and therefore without issue surviving her and the daughter Margaret Ann never married and died about the year 1912 and left no issue surviving her.

Paragraph 6 states that the last surviving daughter, Martha Johanna Weedon (nee Keating) died on February 27, nineteen hundred and thirty-six leaving as her only issue surviving her a daughter, Ada R. Rolph, a daughter, Mary W. Dulany, a daughter, Lena W. Turner and a son, William K. Weedon; that said Martha Johanna Weedon was twice married and had other children but none of said other children survived her nor did any of said other children leave issue surviving them.

Paragraph 7 states that the trustees, J. Fletcher Rolph and Thomas J. Keating, II continued to conduct the aforesaid trust estate from May 30, 1903 to February 1, 1932, when said Thomas J. Keating II, resigned and the aforesaid court appointed Thomas J. Keating, III, (herein called Thomas J. Keating, Jr.) co-trustee with J. Fletcher Rolph and said J. Fletcher Rolph and Thomas J. Keating, Jr., have continued to conduct said trust estate up to the present time.

Paragraph 8 states that on December 4, 1922, the Circuit Court for Queen Anne's County, in Equity, authorized J. Fletcher Rolph and Thomas J. Keating II, Trustees to borrow Four thousand and six hundred dollars (\$4,600.00) by the way of mortgage on certain of the real estate belonging to the trust estate, the loan to be used to pay off a previous mortgage on the property and to make improvements to the property.

Paragraph 9 states that said Trustees borrowed Four thousand and six hundred and fifty dollars (\$4,650.00) from Alfred M. Green and executed to him a mortgage for said sum of certain of the aforesaid real estate and said mortgage is now held by A, Marion Green and M. Isabel Green by assignment, and a certified copy of the mortgage and assignments is filed and that although the interest has been regularly paid on said mortgage there has been no payment on account of the principal.

Paragraph 10 states that said Martha Johanna Weedon and her children, who were then living, on the 19th day of September, Nineteen hundred and twenty-four joined in a mortgage of their respective interests in said real estate to the Centreville National Bank of Maryland and said mortgage is now held by assignment by William R. Horney, Robert E. C. Lowe, and David D. Taylor, Trustees, and that there has been no payment made on account of the principal mortgage debt and the interest is in arrears.

Paragraph 11 states that by reason of the death of said Martha Johanna Weedon the said Ada R. Rolph, Mary W. Dulany, Lena W. Turner and William K. Weedon are seized and possessed of the aforesaid real estate, as tenants in common subject to the two aforesaid mortgages.

Paragraph 12 states that the defendant, William T. Bishop, is the holder of a certain judgment against Ada R. Rolph in the amount of Three thousand and three dollars and thirty-nine cents (\$3,003.39) with interest from February 28, Nineteen hundred and thirty one and costs and commissions of One hundred and fifty dollars and seventeen cents (\$150.17), said judgment being No. 20 appearances, January term 1931, in the Circuit Court for Queen Anne's County.

Paragraph 13 states that the real estate cannot be divided among the parties entitled thereto without loss or injury to the parties owning interests therein and that it will be to the interest and advantage of the parties owning the same or interested therein either as co-parceners or lienors, to have said real estate sold and the proceeds arising therefrom divided among the parties interested therein according to their respective rights therein, the sale or sales thereof to be made free, clear, and discharged of the liens of the two aforesaid mortgages and said judgment, said liens to be preserved as against the proceeds arising from said sales.

Paragraph 14 states that Ada R. Rolph is an adult and is married to J. Fletcher Rolph, that Mary W. Dulany is an adult and a widow, and that Lena W. Turner, is an adult and a widow.

Paragraph 15 states that all of the defendants are adults and reside in Queen Anne's County except William K. Weedon and Lillian K. Weedon, his wife, who are non-residents of the State of Maryland, residing in Wilmington, Delaware.

The bill prays;

1, That the aforesaid real estate may be sold and a division of the proceeds arising from the sale or sales may be had among the parties owning same or interested therein, both as co-parceners and as mortgage and judgment lienors, as hereinbefore set forth, according to their respective rights therein.

2. That the plaintiffs may have such other and further relief as their case may require.

It is thereupon this 29th day of April, Nineteen hundred and thirty-six, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of May in the year Nineteen hundred and thirty-six, give notice to the said non-resident 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 15th 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 29th, 1936.

4t-5-21

THE QUEEN ANNE'S RECORD

CENTREVILLE, MARYLAND

June 15, 1936

THE QUEEN ANNE'S PUBLISHING CO, INC, hereby certifies that the Order of Publication in the case of Ada R. Rolph, et al, vs. William K. Weedon, 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 30th day of April 1936, being more than 4 successive weeks before the 30th day of May 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By Mary W. Parks

DECREE PRO CONFESSO
 AGAINST NON*RESIDNET
 DEFENDANTS
 Filed July 6th, 1936

Ada R. Rolph, et al

vs.

William K. Weedon, et al

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In the Circuit Court for

Queen Anne's County,

In Equity.

Decree Pro Confesso Against Non-resident Defendants.

The non-resident defendants, William K. Weedon and Lillian K. Weedon, his wife, having been duly summoned by Order of Publication to appear to the Bill of Complaint, and having failed to appear thereto, it is thereupon this 2nd day of July, Nineteen hundred and thirty-six, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered, and decreed that the plaintiffs are entitled to relief in the premises; but because it does not certainly appear to what relief the plaintiffs are entitled, it is further adjudged and ordered that leave be granted to the plaintiffs to take testimony before the examiner of this Court, to support the allegations of the bill.

J. Owen Knotts

Filed July 6th 1936.

TESTIMONY

Filed July 18th 1936

Ada R. Rolph, et al

Vs.

William K. weedon, et al

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IN the Circuit Court

For Queen Anne's County

in Equity, No. 3076.

To the Honorable the Judges of said Court.

Leave having been granted in the aforesaid cause by this Honorable Court by its decree pro confesso dated July 2, 1936, unto the Plaintiffs to take testimony in said cause to support the allegations of the bill, and Thomas J. Keating, Jr., Esquire, solicitor for the Plaintiffs, having notified your Examiner that he desire to take testimony in said cause on Monday, July 13, 1936, at 9:00 a.m., your Examiner did attend in the offices of said Thomas J. Keating, Jr, Esquire, at 9:00 o'clock a.m., Monday, July 13th., 1936, there being present J. Fletcher Rolph, Lena W. Turner, William R. Horney of the Trustees of the Trused Assets of the Centreville National Bank of Maryland and solicitor for A. Marion Green and M. Isabel Green, two of the Defendants, Madisen Brown, Esquire, solicitor for William T. Bishop, was duly notified that testimony would be taken in this cause at this time but he did not desire to be present, and Thomas J. Keating, Jr., Esquire, solicitor for the Plaintiffs, and proceeded to take the following testimony, to wit:

J. Fletcher Rolph, the first witness, of lawful age, after having been duly sworn, deposes and says:

Q. I. Mr. Rolph, you are one of the parties to this suit?

A. Yes sir.

Q2 You have read the Bill of Complaint in this case.

A. Yes sir.

Q 3 State whether or not you know all of the parties, Plaintiffs and Defendants, to this cause.

A I do

Q4 Did you know Mrs. Elizabeth J. Keating who is mentioned in the bill as having died in 1862.

A. I did not know her.

- Q 5 What, if any, relationship did she bear to you?
 A. She bore no relationship to me whatever, but she was the mother of my wife's mother.
- Q 6 Do you know whether she died testate or intestate?
 A. She died testate.
- Q 7 Were you familiar with her will?
 A. yes sir.
- Q 8 I hand you now a paper marked Plaintiff's Exhibit Nol and ask you whether or not it is a certified copy of the will of Elizabeth J. Keating?
 A. Yes sir, this is the certified copy of the will of Elizabeth J. Keating.
 At this point the Plaintiff affers paper writing marked Plaintiff's Exhibit Nol, being the certified copy of the will of Elizabeth J. Keating.
- Q 9 In the Sixth Item of the Will of Elizabeth J. Keating she disposes of certain real estate consisting of the houses and lots of ground in Centreville, devised to her by her brother, George C. Palmer, and a small lot purchased of Daniel Newman. Mr. Rolph, are you familiar with those pieces of land?
 A. I am.
- Q 10 How did you happen to become familiar with them?
 A. I became one of the trustees of the Elizabeth J. Keating property following the death of Thomas J. Keating, Senior.
- Q 11 Where are these properties located?
 A. There is one piece on the corner of Commerce Street and Railroad Avenue know as "The Corner Store Property and Dwelling." Another piece consisting of a store house now occupied by Barton Bros., and another piece, a store houses now occupied by Mr. Burke, and another piece, a store house occupied by Miss Bishop, all of which are located on Water Street.
- Q 12 Do or not the three properties on Water Street all stand on what was originally one lot?
 A. Yes sir.
- Q 13 You stated that you became one of the trustees of Mrs. Elizabeth J. Keating's property following the death of Thomas J. Keating, the elder, who was the original trustee.
 A. yes sir
- Q 14 Was this trusteeship administered under the jurisdiction of any court?
 A. It was.
- Q 15 What Court?
 A. The Circuit Court for Queen Anne's County.
- Q 16 What was the chancery number of that cause?
 A. No. 1615.
- Q 17 Now did you know the three daughters of Mrs. Elizabeth J. Keating, and, if so, what were their names.
 A. I knew the three daughters of Elizabeth J. Keating. One daughter was Margaret Anne Keating, another daughter was Mary Ellen Chambers, and another was Martha J. Weedon.
- Q 18 Did Margaret A. Keating ever marry?
 A. No, Margaret A. Keating never married.
- Q 19 Did Mary Ellen Chambers marry?
 A. Mary Ellen Keating married a Mr. Wright Chambers.
- Q 20 Did Mary Ellen Chambers ever have any issue?
 A. No sir.
- Q 21 When to the best of you knowledge did Maragaret A. Keating and Mary Ellen Chambers die?
 A. Maragret A. Keating died some time during the year of 1915. I notice by reference to the bill it states that she died in 1912, but I think this is an error and it should be 1915.
- Q 22 About when did Mary Ellen Chambers die?
 A. Mrs. Chambers died during the year of 1909.
- Q 23 Therefore, who was the last surviving of the three daughters of Elizabeth J. Keating?
 A. Martha Johanna Weedon.
- Q.24 When did Martha Johanna Weedon, whose maiden name was Keating, die?
 A. She died on the 27th day of February, 1936.
- Q 25 What issue did said Martha J. Weedon leave surviving her?
 A. She left Ada R. Rolph, who is my wife, Mary W. Dulany, and Lena W. Turner, and william K. Weedon.
- Q 26 Has Mary W. Dulaney a husband living?
 A. She has not.
- Q 27 Has Lena W. Turner a husband living?
 A. She has not.
- Q 28 Has William K. Weedon a wife living?
 A. He has.
- Q 29 Is his wife the Lilliam K. Weedon named as a defendant to the bill?
 A. She is.
- Q 30 Did Mrs. Martha J. weedon leave any children of deceased children surviving her ?
 A. She did not.
- Q 31 Did she ever have any other children than those named in the bill?
 A. Yes, T. Sudler Roberts, G. Clinton Roberts, and John R. Weedon.
- Q 32 Did thses sons predecease their mother?
 A. They did.
- Q 33 State whether or not said sons left any issue surviving them.
 A. They did not. Mrs Weedon First married Theodore Roberts and after Mr. Roberts died, she married A. Randolph Weedon, who also predeceased her, and hence the difference in the last names of her children.
- Q 34 Now, Mr. Rolph, do you recollect about when you were appointed one of the trustees of the estate of Elizabeth J. Keating?
 A. I was appointed one of the trustees on May 30, 1903.
- Q 35 And who was the other trustee appointed with you at that time?
 A. Thomas J. Keating, the Second.
- Q 36 How long did you and the said Thomas J. Keating, II, continue to conduct said trust estate?
 A. Until the first day of February 1932.
- Q 27 And from that time until the death of Martha J. weedon, who was the life beneficiary of said trust estate, who conducted the trust estate?
 A. The trust estate was conducted by myself and by Thomas J. Keating, III, Known as Thomas J. Keating, Jr.
- Q 38 State whether or not you and your co-trustee, that J. Fletcher Rolph and Thomas J. Keating, IIIM have made a final report of their trusteeship in the estate of Elizabeth J. Keating.

A We have made a final report, It was made shortly after the death of Martha J. Weedon, as will appear by reference to the Chancery Cause No. 1615

Q 39 During the time that you and Thomas J. Keating, II, were conducting the aforesaid trust estate, did you or not under an order of the Court borrow any money by way of mortgage on the trust estate?

A Thomas J. Keating, II, and J. Fletcher Rolph borrowed Four thousand and six hundred and fifty dollars (\$4650.00) under the order of the Court for the purpose of rebuilding property destroyed by fire. We first borrowed some money from Mrs. Martha Dodd and subsequently borrowed some money for the purpose of paying Mrs. Dodd off and making further improvements.

Q 40 Whom did you borrow the second loan from?

A From Mr. Alfred Green

Q 41 How much did you borrow from Mr. Green?

A We borrowed \$4650.00.

Q 42 State whether or not that was the only mortgage unsatisfied against the trust estate at the time of her death of Martha J. Weedon?

A That was the only mortgage against the trust estate borrowed by the trustees from Mr. Green at the death of Mrs. Martha J. Weedon.

Q 43 I hand you here a paper marked Plaintiff's Exhibit No. 2 and ask you what it is.

A This is the certified copy of the mortgage that Thomas J. Keating, II, and J. Fletcher Rolph as trustees gave or executed to Alfred M. Green and is dated the 8th day of December 1922.

Here is introduced a paper marked Plaintiff's Exhibit No. 2 and is herewith marked Examiner's Exhibit No. 2.

Q 44 Will you state whether or not there has been any payment made on account of the principal mortgage debt of \$4650.00?

A None of the principal on the \$4650.00 mortgage has been paid,

Q 45 Up until what day has the interest been paid on that mortgage?

A The interest was paid up to December 1935.

Q 46 On what part of the trust estate was this Green mortgage placed?

A On the three pieces of property on Water Street known as Parcel No. 2.

Q 47 Do you know who holds the mortgage by assignment?

A The mortgage is now held by Mrs. Alfred Green, the widow of Alfred Green and by Marion Green, her son.

Q 48 Do you know any thing about another mortgage mentioned on the proceedings as having been given to The Centreville National Bank by certain of the parties to this cause?

A Yes, I do.

Q 49 What was the amount of the mortgage given to The Centreville National Bank?

A \$16,150.00

Q 50 Who were the parties who gave that mortgage?

A Martha J. Weedon, Ada R. Rolph, J. Fletcher Rolph, Mary W. Dulany, Lena W. Turner, William K. Weedon, Lillian K. Weedon, and J. Clinton Roberts.

Q 51 With the exception of Martha J. Weedon and G. Clinton Roberts, are all of the makers of that mortgage parties to this suit?

A Yes sir.

Q 52 I believe you testified that Mrs. Martha J. Weedon Died in February, 1936, and that her son G. Clinton Roberts predeceased her without leaving issue. Is the G. Clinton Roberts who signed the mortgage referred to the said son of Martha J. Weedon who predeceased her?

A He was a son of Martha J. Weedon.

Q 53 I now hand you a paper writing marked Plaintiff's Exhibit No. 3 and ask you what that is?

A This is a certified copy of the mortgage given by the parties whom I have just mentioned and the mortgage is given to The Centreville National Bank for \$16, 150.00 and is dated the 19th day of September, 1924.

Q 54 Do you know whether or not there has been any payment or account of the principal of this mortgage?

A There has been no payment on account of the principal.

Q 55 And will you state whether or not the interest is paid up to date on it?

A The interest is not paid to date and I do not know the exact amount of accrued interest unpaid.

Here is introduced paper marked Plaintiff's Exhibit No. 3 and Examiner's Exhibit No. 3 for identification.

Q 56 Do you know the defendant, William T. Bishop?

A I do.

Q 57 I hand you herewith paper writing marked Plaintiff's Exhibit No. 4 and ask you what this is?

A This is a certified copy of a judgment obtained by William T. Bishop against J. Fletcher Rolph and Ada R. Rolph in the amount of \$3,003.39.

Q 58 Will you state whether or not any part of said judgment has been paid?

A No part of said judgment has been paid.

Here is introduced paper marked Plaintiff's Exhibit No. 4 and marked for identification as Examiner's Exhibit No. 4.

Q 59 Mr. Rolph, you have stated that you are familiar with the two parcels of real estate mentioned in this proceeding. Now, will you state whether or not, in your opinion, said real estate can be divided among the parties owing interest therein either as co-parceners or lien creditors without loss or injury to any of them?

A In my opinion it could not be divided.

Q 60 Why?

A The parties are too numerous now owing this property to admit of a division.

Q 61 Will you state whether or not in your opinion it will be to the benefit and advantage to the parties to this suit to have the property sold and proceeds divided among them according to their respective rights?

A In my opinion it should be sold and the proceeds applied according to the rights of all parties interested.

Q 62 Do you know where all of the parties to this suit reside?

A I do.

Q 63 Will you please state the place of residence of the various parties to this suit?

A Ada R. Rolph and J. Fletcher Rolph reside in Centreville, Maryland, Mary W. Dulany resides in New York City, Lena W. Turner resides in Centreville, Maryland, and Thomas J. Keating, Jr. resides near Centreville, Queen Anne's County, Maryland. William K. Weedon and Lillian K. Weedon, his wife, reside in Wilmington, Delaware, A. Marion

Green and M. Isabell Green reside in Centreville, Maryland. William R. Horne y, Robert E. C. Lowe, and D. D. Taylor reside in or near Centreville, Queen Anne's County, Maryland and William T. Bishop resides near Centreville, Queen Anne's County, Maryland.

Q 64 Now, Mr Rolph, I am going to ask you if you have an opinion as to the value of what is known in these proceedings as Parcel No 1, being a lot of land on the southeast corner of Commerce Street and Railroad Avenue in Centreville, improved by a combined store property and dwelling and lot at the rear thereof?

A Yes, I have an opinion.

Q 65 Are you familiar with the value of real estae in that vicinity, generally spea k- ing?

A I think so. I have had quite a few years on valuing property.

Q 66 What in your opinion is said parcel No 1 worth?

A I put it at \$15,000.00.

Q 67 Now I will ask you what in your opinion is the value of Parcel No 2 which is des- cribed in these proceedings as lot of land on the north side of Water Street in Cent# reville adjoining on the east the property of or formerly of Alfred Green and on the west the property of the Town of Centreville, and is improved by three store houses?

A My judgment is that that property is worth about \$9,000.00 That is the three lots with stores and dwellings.

Examiner's Special

Do you know, or can you state, any ether 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 full and at large in your answer.

Answer:

I do not know anything else.

J. F. Rolph

Howard E. Price, the second witness, of lawful age, after having been duly sworn, deposes and says.

Q 1 Mr. Price, this is a suit of Ada R. Rolph, et al, Plaintiffs, vs. William K. Weedon, et al, Defendants, for the purpose of sale in lieu of partition of certain real estate in Centreville, Queen Anne's County, Maryland. Are you a party to this suit?

A No sir.

Q 2 Have you any interest in the suit whatever?

A No sir.

Q 3 Have you had considerable experience with the values of real estate in or about Centreville, Queen Anne's County, Maryland.

A I think so.

Q 4 You are a land owner yourself and own both town and country property.

A I do.

Q 5 Mr. Price, do you know a piece of property mentioned in these proceedings as Parcel No 1 being an improved commercial property and lot on the southeast corner of Commerce Street and Railroad Avenue in Centreville?

A I do.

Q 6 What in your opinion is the value of the entire lot with improvements on it?

A The property os worth about \$14,000.00 or \$15,000.00.

Q 7 Do you know the property called herein Parcel No 2 which is a lot on the north side of Water Street in Centreville between the Alfred Green property and the property of the Town of Centreville which is improved by three store houses?

A I do.

Q 8 What in your opinion is the approximate value of the lot with the three store houses standing thereon?

A The property ought to be worth \$10,000.00.

Q 9 Mr. Price, I will ask you to looj at the Bill of Complaint and tell me whether or not you know any or all of the parties to this suit?

A I know all except Lillian K. Weedon.

Q 10 Can you state whether or not, in your opinion, the real estate which you have just been talking about could be divided among the parties to this suit without loss or injury to them.

A No, it could not because there are too many involved to make a division of that kind.

Q 11 Do you think it would be to the interest and advantage to the parties both co- owner and lien creditor to make a sale of the property and divide the proceeds.

A I do.

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 sub ject of this your examination, or the matters in question between the parties? If yes, state the same fully and at large in your answer.

Answer:

No, I do not.

Howard E. Price

Lena W. Turner, the third witness, of lawful age, after having been duly sworn, deposes and says.

Q 1 Mrs. Turner, you are one on the parties to this sui t?

A La E am.

Q 2 Do you know all of the other parties to the suit?

A I do.

Q 3 Did you know Elizabeth J. Keating who is spoken of as the testatrix dying in the year 1862?

A I did not.

Q 4 Will you state whether or not she was any relation to you?

A She was my grandmother.

Q 5 Do you know whether or not she lefe a will when she died?

A I do.

Q 6 Are you familiar to an extent to the terms of that will?

A I am.

Q 7 In Item 6 of said will Elizabeth J. Keating devised certain real estate to her son, Thomas J. Keating, in trust for her three daughters but did not name her daughters. Do you know who the three daughters of Elizabeth J. Keating were.

A I do.

Q 8 Who were they?

A Mary Ellen Chambers, Margaret Anne Keating, and Martha Johanna Weedon.

Q 9 Can you tell when those daughters died?

A I can. Margaret Anne died February, 1915, Mary Ellen Chambers died in January 1909, and Martha Johanna Weedon died in February, 1936.

Q 10 Did Margaret Anne Keating leave any issue surviving her?

A She did not.

Q 11 Did Mary Ellen Chambers leave any issue surviving her?

A she did not.

Q 12 Did Martha Johanna Weedon leave issue surviving her?

A She did.

Q 13 Who were her issue living at the time of her death in February 1936?

A Ada R. Rolph, wife of J. Fletcher Rolph, Mary W. Dulany, who is a widow, Lena W. Turner, who is a widow, and William K. Weedon, who is married to Lillian K. Weedon.

Q 14 State whether or not Martha J. Weedon left any grand children or great grandchildren who were the children of a deceased child.

A She did not.

Q 15 Do you know who succeeded the first Thomas J. Keating as trustee of the trust property under the will of Elizabeth J. Keating?

A Thomas J. Keating, II, who is now Judge Keating, and J. Fletcher Rolph.

Q 16 What, if any, changes thereafter were there in the trusteeship?

A Judge Keating resigned in 1932 and his son, Thomas J. Keating, III, became trustee with J. Fletcher Rolph.

Q 17 Are you familiar with a certain mortgage mentioned in the proceedings as having been given by Martha J. Weedon and others to the Centreville National Bank which is called in these proceedings Plaintiff's Exhibit No. 3?

A I am.

Q 18 Are you one of the mortgagors therein?

A I am.

Q 19 Will you state whether or not there has been any payment made on the principal of that mortgage?

A There has not.

Q 20 You are familiar with the real estate which is embraced in this trust estate and which is the subject of this suit.

A I am.

Q 21 You are familiar with all of the parties to the cause both as owners and lien creditors.

A I am.

Q 22 Do you think that said real estate could be divided among all those parties without loss or injury?

A No.

Q 23 Will you state whether or not all of the parties to this cause are adults.

A They are.

Q 24 Do you know the places of residence of all of them?

A J. Fletcher Rolph and Ada R. Rolph reside in Centreville, Maryland, Mary W. Dulany resides in New York City, Lena W. Turner in Centreville, Maryland, Thomas J. Keating, Jr., resides near Centreville, Queen Anne's County, Maryland, William K. Weedon and Lillian K. Weedon reside in Wilmington, Delaware, Mrs. Alfred Green and A. Marion Green reside in Centreville, William T. Bishop resides near Centreville, Robert E. C. Lowe resides in Centreville, Maryland, William R. Horney lives in Centreville, Maryland, and David D. Taylor resides near Centreville, Queen Anne's County, Maryland.

Examiner's Special:

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or 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.

W.
Lena Turner

William R. Horney, the fourth witness, of lawful age, after having been duly sworn, deposes and says:

Q 1 Mr. Horney, this is a suit of Ada R. Rolph, et al, Plaintiffs, vs. William K. Weedon, et al, Defendants, and is Chancery NO 3076, in the Circuit Court for Queen Anne's County, in Equity. Are you one of the parties to these proceedings?

A I am as one of the trustees of the Trustee Assets of the Centreville National Bank of Maryland who holds a mortgage against the properties mentioned in the Bill of Complaint. I am also a member of the firm of Harper and Horney who are the solicitors for M. Isabel Green and A. Marion Green, two of the defendants to the Bill of Complaint.

Q 2 You say that you are one of the trustees now holding the mortgage originally given to The Centreville National Bank against the trust real estate. What is the amount of the principal mortgage debt now due and owing to you?

A \$16,150.00.

Q 3 And what is the amount of accrued interest thereon.

A The balance of the accrued interest to today July 13, 1936, is the sum of \$4,844.35.

Q 4 And is that the mortgage debt that is secured by the mortgage dated September 19, 1934, given by Martha J. Weedon, Ada Rolph, and J. Fletcher Rolph, her husband, G. Clinton Roberts, Mary W. Dulany, Lena W. Turner, William K. Weedon, and Lillian K. Weedon, his wife, to The Centreville National Bank of Maryland.

A It is, We, Myself, Robert E. C. Lowe, and David D. Taylor, the trustees of the Trustee Assets of the Centreville National Bank now hold the mortgage by assignment from the Centreville National Bank of Maryland and the certified copy mentioned as Plaintiff's Exhibit No. 3 is the mortgage I am now speaking of.

Q 5 Now as solicitor for the defendants, A. Marion Green, and M. Isabel Green, are you familiar with the amount of the mortgage given by J. Fletcher Rolph and Thomas J. Keating, II, to Alfred Green and referred to in these proceedings as Plaintiff's Exhibit No. 2.

A I am.

Q 6 What is the amount of the principal mortgage debt due on that mortgage?

A \$4650.00

Q 7 And what is the amount of interest due and unpaid thereon?

A The interest is due from December 8, 1935, then the amount of interest now due as of July 13, 1936, in the sum of \$166.62.

Q 8 Mr. Horney, you have practiced law in Centreville for a number of years and are a land owner in Centreville, are you familiar with the value of real estate in Centreville, Maryland?

A I believe that I am.

Q 9 Are you familiar with the two parcels of real estate mentioned in these proceedings?

A I am.

Q 10 Will you state what, in your opinion, is the value of those two parcels of real estate?

A I would say that Parcel No 1 known as the Corner Store Property is worth at least \$15,000.00. I would say that the three stores on the lot on Water Street known as Parcel No 2 are worth at least \$10,000.00.

Q 11 Will you state whether or not, in your opinion, this real estate can be divided among the co-parceners and the lien creditors owing an interest therein without loss or injury to any of them?

A In my opinion it would be absolutely impossible owing to the number of parties interested and the manner in which they are so interested.

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 yes, state the same fully and at large in your answer.

Answer:

I do not.

Wm. R. Horney

The attorneys for the parties requested that the taking of further testimony be postponed until further notice.

Your Examiner did attend at the office of Thomas J. Keating, Jr., Esquire, after having been notified that the taking of testimony in this cause would be resumed on Tuesday, July 14, at 9:00 a.m., there being present Thos. J. Keating, Jr., solicitor for the Plaintiffs, and William R. Horney, one of the trustees and solicitor as aforesaid, and proceeded to take the following testimony, to wit:

The Honorable Thomas J. Keating, the fifth witness, of lawful age, after having been duly sworn, deposes and says.

Q 1 This is a suit between Ada R. Rolph, et al, Plaintiffs, vs. William K. Weedon, et al, Defendants, and I hand you the Bill of Complaint and ask if you know any or all of the parties to this cause?

A I know all of them and at one time was trustee with J. F. Rolph of the properties devised in the will of Elizabeth J. Keating, deceased.

Q 2 Did you know Elizabeth J. Keating who died in the year 1862.

A No, she died before my birth.

Q 3 Do you know whether or not she died testate or intestate?

A She died testate.

Q 4 Are you familiar with her last will.

A Her will was probated in the Orphan's Court for Queen Anne's County.

Q 5 I now hand you herewith paper marked Plaintiff's Exhibit No. 1. and which has already been introduced in evidence as Examiner's Exhibit No. 1 and ask if this is a certified copy of said last will and testament?

A It is the certified copy of said last will and the trustee therein named was my father and the son of Elizabeth J. Keating.

Q 6 Did you know the three daughters of Elizabeth J. Keating who were not called by name in said will?

A I know that she had three daughters all of whom survived her, the oldest being Mary Ellen Keating, who married with J. Wright Chambers and who is now deceased as well as her husband. She had another daughter by the name of Margaret Anne Keating who died about the year 1915 or 16 intestate, without ever having married or had issue. The testatrix was survived also by third daughter, Martha Johanna Keating, who intermarried with Theodore Roberts who afterwards departed this life and she then married A. Randolph Weedon of Queen Anne's County, who also predeceased this daughter. Martha Johanna Weedon departed this life in Queen Anne's County on or about February 27, last past. Mary Ellen Chambers died testate but without leaving children or issue surviving her, she never having had a child. She died on or about the year 1909.

Q 7 Are you familiar with the real estate devised by Item 6 of the last will and testament of Elizabeth J. Keating, described in her will as consisting of the houses and lots of ground in Centreville devised to her by her brother, George C. Palmer, and a small lot purchased of Daniel Newman?

A I know all of the real estate of which she died seized and possessed and as far as I know all devised to her by her brother, George C. Palmer.

Q 8 The real estate which is the subject of this suit is described in the bill as consisting of two parcels, Parcel No. 1 being a commercial property and dwelling on the southeast corner of Commerce Street and Railroad Avenue and Parcel No 2 consisting of a lot of ground with three store buildings thereon situate on Water Street in Centreville between the property of or formerly of Alfred Green and the property of the Town of Centreville. Are these the properties of which the said Elizabeth J. Keating died seized and possessed?

A She died seized possessed of the property mentioned in your interrogatory, and in addition thereto she was seized and possessed at the time of her death of the property wherein she resided on Commerce Street adjoining what was then the frame hotel property and which is now a part of the Centreville Grammar School property.

Q 9 What became of the last mentioned lot after her death?

A The last mentioned lot was sold by my father the original trustee under my grandmother's will.

Q 10 How long did your father, Thomas J. Keating, administer the trust under this will?

A Until his death in 1898

Q 11 Who succeeded him as trustee?

A I succeeded him as trustee and served in that capacity with Mr. J. F. Rolph until the time of my resignation in 1932.

Q 12 Did the Circuit Court for Queen Anne's County, in Equity, have jurisdiction of the trust?

A It assumed jurisdiction on or or about 1903 in Chancery Cause No 1615.

Q 13 Do you know who succeeded you as co-trustee with Mr. Rolph after your resignation?

A My son, Thomas J. Keating, III.

Q 14 Do you know what issue Martha Johanna Weedon left surviving her at the time of her death in February, 1936?

A She was survived by a daughter Ada R. Roberts, who intermarried with the Plaintiff, J. F. Rolph and who is still alive. She was also survived by a daughter, Mary Weedon, who intermarried with John M. Dulany. Mrs. Dulany is still living but her husband predeceased the death of Mrs. Weedon. She was also survived by a daughter, Lena Weedon Turner, formerly Lena Weedon, and Mrs. Turner is now living. Mrs. Weedon is also survived by a son, William K. Weedon but I do not know his wife. I have seen William K. Weedon's wife, and perhaps my have met her and I know that she is still alive. The daughters and the son I have named are her only children surviving her. Mr. and Mrs. Weedon reside in Wilmington, Delaware. Mrs. Dulany resides in Wilmington, Delaware. Mrs. Dulany resides in New York. The other two daughters of Mrs. Weedon reside in Centreville, Maryland. They are all over 21 years of age. Mrs. Weedon had two sons by her first husband, both of whom predeceased her. She also had one son by her second husband which son also predeceased her. All three sons died without issue ever having been born of them.

Q 15 As co-trustee of the estate under the will of Elizabeth J. Keating with Mr. J. F. Rolph did you borrow any money by way of mortgage on the real estate?

A The trustees under authority of the Circuit Court for Queen Anne's County, in equity, borrowed some funds from Mrs. Martha J. Dodd. I forget just the amount borrowed and the payment of the amount borrowed was secured by the execution of a mortgage to Mrs. Dodd by the trustees. The money was borrowed for the purpose of rebuilding certain property after a fire had destroyed it. Later on another fire occurred which destroyed most of the business section of Centreville. Among the property destroyed being the property on Water Street formerly a part of the corpus of this trust estate and the Court authorized the trustees to borrow an additional amount and secure the payment of it by way of mortgage on the property on Water Street described as Parcel No. 2 in these proceedings. This money was borrowed from Mr. Alfred Green by the trustees and so far as I know still remains a lien on the property. The mortgage given to Mr. Green is correctly described in the bill and a certified copy of the mortgage is marked Plaintiff's Exhibit No. 2 filed with the bill and with the Examiner.

Q 16 Do you know anything of a mortgage mentioned in the Bill of Complaint as having been given on September 19, 1924, by Martha Johanna Weedon and her children who were then living, to The Centreville National Bank?

A I know such a mortgage was executed and delivered to the Bank covering the interest of the mortgagors in both the Water Street property and the property on the corner of Commerce Street and Railroad Avenue.

Q 17 You are a land owner and familiar with the property in question and also with the general values of real estate in the locality in which this real estate is situated. Can you tell us what, in your opinion, is a fair value of each of the two parcels mentioned?

A I own some real estate among which is a dwelling in Centreville. I own no real estate used for mercantile purposes. I am, however, somewhat familiar with the values of real estate used for mercantile purposes in Centreville and have been for a number of years. While it is difficult under existing circumstances to undertake the valuation of real estate, my best judgment is that the three properties on Water Street should be worth from \$5500.00 to \$6000.00 and the property on the corner of Commerce Street and Railroad Avenue from \$11,000.00 to \$13,000.00.

Q 18 Will you state whether or not, in your opinion, the real estate which is the subject of this subject of this suit could be divided among the parties thereto or interested therein without loss or injury to them?

A It could not be so divided. The character of the property is such that it is not susceptible to partition without loss or injury to the parties.

Q 19 Would it be to the interest and advantage of said parties as owners and a creditor to have said real estate sold and the proceeds arising therefrom divided among them according to their respective rights therein?

A It would.

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 yes, state the same full and at large in your answer.

A I do not.

Thos. J. Keating

July 18th 1936.

There being no other witnesses to be examined or further testimony to be taken, and neither side 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 five witnesses, Making the costs chargeable to said cause

H. B. W. Mitchell, Examiner, - - - - -	\$16.00
J. Flety her Rolph, Witness - - - - -	.75
Howard E. Price, Witness, - - - - -	.75
Lena W. Turner, Witness, - - - - -	.75
William R. Horney, Witness, - - - - -	.75
Thomas J. Keating, Witness, - - - - -	.75
Marion Hardesty, Stenographer, - - - - -	4.00
	<u>\$23.75</u>

Filed July 18th 1936

H. B. W. Mitchell
Examiner.

For Examiners Exhibits Nnumbers one, two, three and four, see Plaintff's Exhibits Nos. one, two, three and four recorded immediately following Bill of Complaint - Exhibits filed with Examiner July 13, 1936 and filed in Clerks Office July 18, 1936.

DECREE OF SALE
Filed Sept. 3rd. 1936

Ada R. Rolph, et al, Plaintiffs

Vs.

William K. Weedon, et al,
Defendants.

○ In the Circuit Court

○ for Queen Anne's County,

○ in Equity.

DECREE FOR SALE

This cause standing ready for hearing and being submitted, without argument; the proceedings were read and considered.

It is thereupon this 2nd day of September in the year Nineteen Hundred and thirty-six, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED, AND DECREED that the property mentioned in the proceedings be sold; that Thomas J. Keating Jr. be and he is hereby appointed trustee to make said sale and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of twenty-five thousand Dollars if corporate surety be given and in double this 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 printed and published in Queen Anne's County, Maryland, of the time, place, manner, and terms of sale which terms shall be one-third cash, one-third in six months, and one-third in twelve months, or all cash at the option of the purchaser or purchasers, the credit portions to bear interest from the day of sale and to be secured to the satisfaction of the trustee; and as soon as may be convenient after such sale or sales, the 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 be a good and sufficient deed to be executed, acknowledged, and recorded according to law, convey unto 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 or sales, to be distributed 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; and it is further ordered and decreed that said real estate be sold free and clear of the mortgage of M. Isabel Green and A. Marion Green and of the mortgage of The Centreville National Bank of Maryland and of the judgment of William T. Bishop and that the rights of said mortgagors and said judgment creditor shall be protected in the distribution of the proceeds of sale of said real estate.

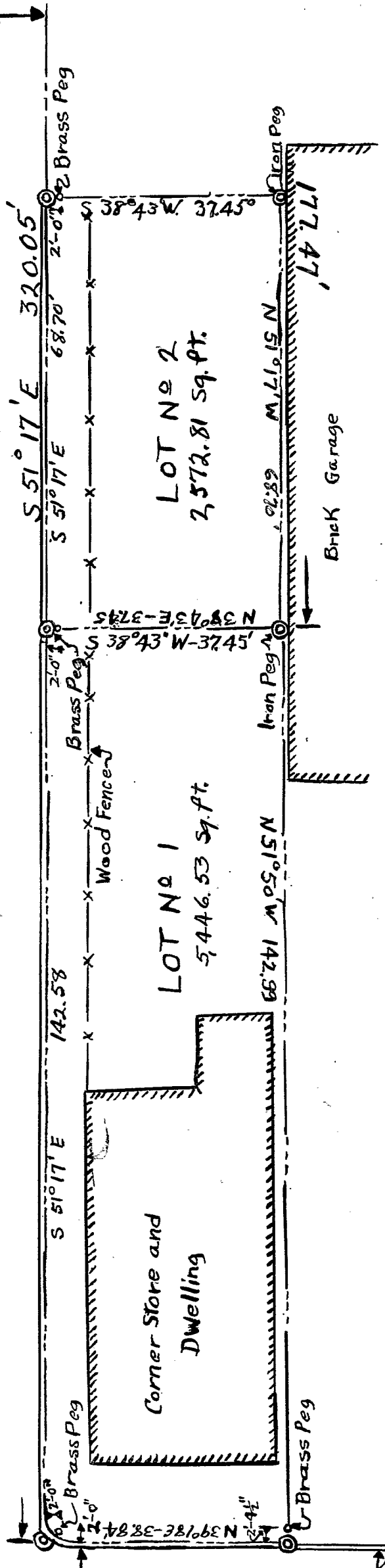
J. Owen Knotts

Filed Sept. 3rd. 1936.

RAILROAD AVE.

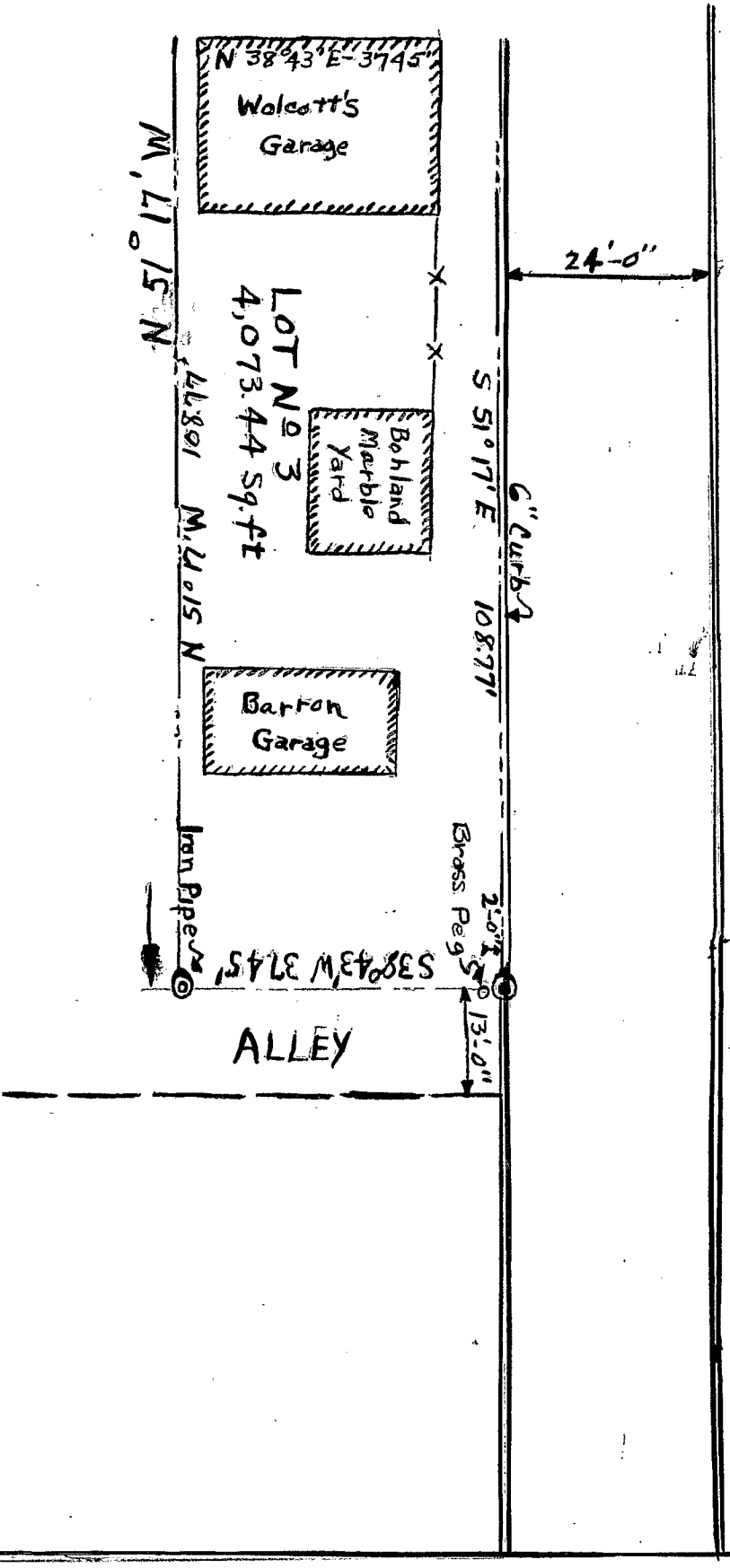
ST

COMMERCE



LANDS END CORPORATION

LEGEND
 - Property Lines ARE SHOWN -
 - Property Corners ARE SHOWN @
 ALL BEARINGS AND DISTANCES GIVEN ARE BETWEEN CORNERS



MAP SHOWING SURVEY

THREE LOTS OR PARCELS OF GROUND
ON RAILROAD AVENUE

TRUSTEES OF ELIZABETH J KEATING ESTATE

CENTREVILLE, QUEEN AVENUE MARYLAND SEPT. 26, 1936
SCALE - 1" = 20' ± Shew & Bartlett Engineers
Philadelphia, Pa.

R. C. Shew
President

W.D. Bartlett
Secy. And Treasurer

SHEW and BARTLETT, ENGINEERS

CIVIL MECHANICAL
MINING CONSTRUCTION
CONSULTING
Centreville, MD.

Branch Office
1610 Vine Street
Philadelph. Pa.

CERTIFICATE OF SURVEY

Centreville, District Number Three, Queen Anne's County, Maryland.

We hereby certify that we have surveyed for T. J. Keating, Trustee, a lot or parcel of land know as "The Elizabeth J. Keating Corner Store Property", and or "The Martha Weedon Property", situate on the south corner of Railroad Ave. and Commerce Street, in Town of Centreville Avenue; on the southeast a thirteen foot (13ft.) public alley, which was formerly a part of this lot; on the southwest the lands of the Land End Corporation, and on the northwest by Commerce Street and which is contained within the following metes and bounds, courses and distances, to wit:

Beginning at the intersection of the east line of Commerce Street with the south line of Railroad Avenue and marked by a brass peg which is offset two and no one hundredths feet (2.00ft.) from both of the aforementioned street lines and set in the concrete sidewalk, thence running along the south street line of Railroad South fifty-one degrees and seventeen minutes East (S 51-17 E), three hundred twenty and five one hundredths feet (320.05 ft) to the intersection of the south line of Railroad Avenue with the west line of a Public Alley, and marked by a brass peg, which is offset two and no one hundredths feet (2.00 ft.) from said intersection and set in the concrete paving on the west line of said Public Alley; thence along the west line of Public Alley, which was formerly a part of this lot, South thirty-eight degrees and forty-three minutes West (S 38-43 W) thirty-seven and forty-five one-hundredths feet (37.45 ft.) to an iron pipe, a corner of lands of the Lands End Corporation; thence by lands of the Lands End Corporation North fifty one degrees and seventeen minutes West (N 51-17 W) one hundred seventy-seven and forty-seven one-hundredths feet (177.47 ft.) to an iron peg; thence by the same North fifty one degrees and fifty minutes West (N 51-50 W) one hundred forty-two and ninety-nine one-hundredths feet (142.99 ft.) to the east line of Commerce Street and marked by a brass peg, which is offset two and thirty-seven one -hundredths feet (2.37 ft.) from the street line and set in the concrete sidewalk, thence by the east line of Commerce Street North thirty nine degrees and eighteen minutes East (N 39-18 E) thirty-eight and eighty-four one-hundredths feet (38.84ft.) to the south line of Railroad Avenue, the place of beginning, Containing twelve thousand no hundred ninety-two and seventy-eight one -hundredths square feet (12,092.78 sq. ft.)

Being a part of a lot of ground distinguished on the plot of the Town of Centerville as Lot Number Seven, East side of Commerce Street, the land above described having been deeded by David Nicholas and John Nicholas to James Kent by deed dated May fourth, Seventeen hundred and ninety-five and recorded in Liber S. T. W. #3, folio 351 a Land Record Book for Queen Anne's County; deeded by Louis Gassaway, trustee for James Kent Estate to Stephen Vansane by deed dated December thirtieth, Eighteen hundred and twenty-two, and recorded in Liber T. M. #3, folio 104 a Land Record Book for Queen Anne's County; deeded by Charles W. Holt, Ellen K. Holt and Elizabeth Vansant to George C. Palmer by deed dated July eighth, eighteen hundred and fifty and recorded in Liber J. T. #6, folio 374 a Land Record Book for Queen Anne's County; and devised by the will of said George C. Palmer to Elizabeth J. Keating.

We have divided the above described lot into three separate parcels of ground and which are described as follows:

Lot Number One-Beginning at the intersection of the east line of Commerce Street with the south line of Railroad Avenue and marked by a brass peg, which is offset two and no one hundredths feet (2.00 ft.) from both of the aforementioned street lines and set in the concrete sidewalk, thence running along the south street line of Railroad Avenue South fifty-one degrees and seventeen minutes East (S 51-17 E) one hundred forty-two and fifty-eight one-hundredths feet (142.58 ft.) to the North corner of Lot Number Two, hereinafter described, and marked by a brass peg, which is offset two and no one hundredths feet from the south street line of Railroad Avenue, and set in the concrete sidewalk and on the West line of Lot Number Two; thence by said Lot Number Two South thirty-eight degrees and forty-three minutes West (S 38-43 W) thirty-seven and forty-five one-hundredths feet (37.45 ft.) to an iron peg, on line of lands of The Land s End Corporation and being the West Corner of Lot Number Two aforementioned; thence by lands of The lands End Corporation North fifty one degrees and fifty minutes West (N 51-50 W) one hundred forty-two and ninety-nine one-hundredths feet (142.99 ft.) to the east line of Commerce Street and marked by a brass peg, which is offset two and thirty seven one-hundredths feet (2.37 ft.) from the street line and set in the concrete sidewalk; thence by the east line of Commerce Street North thirty-nine degrees and eighteen minutes East (N 39-18 E) thirty-eight and eighty-four one-hundredths feet (38.84 ft.) to the south line of Railroad Avenue, the place of beginning-- Containing five thousand four hundred forty-six and fifty three one-hundredths square feet (5,446.53 sq.ft.)

Lot Number Two- Beginning at the East corner of Lot Number One on the south line of Railroad Avenue, and marked by a brass peg offset two and no one hundredths feet from said street line and set in the concrete sidewalk, thence running along the South Street line of Railroad Avenue South fifty-one degrees and seventeen minutes East (S 51-17 E) sixty-eight and seventy one hundredths feet (68.70 ft.) to the North Corner of Lot Number three hereinafter described and marked by a brass peg, which is offset from the south street line of Railroad Avenue, and set in the concrete sidewalk and on the West line of Lot Number Three; thence by said Lot Number Three

South thirty-eight degrees and forty-three minutes West (S 38-43W) thirty seven and forty-five one-hundredths feet (37.45ft.) to an iron peg, on line of lands of The Lands End Corporation and being the West corner of Lot Number Three aforementioned; thence by lands of The Lands End Corporation North fifty-one degrees and seventeen minutes West (N 51-17 W) sixty-eight and seventy one-hundredths feet (68.70 ft.) to an iron peg, the South Corner of Lot Number one; thence by said Lot Number One North thirty-eight degrees and forty-three minutes East (N 38-43 E) thirty-seven and forty-five one-hundredths feet (37.45ft.) to the South line of Railroad Avenue, the place of beginning-- Containing two thousand five hundred seventy-two and eighty-one one-hundredths square feet (2,572.81 ft.)

Lot Number Three- Beginning at the East Corner of Lot Number Two on the south line of Railroad Avenue, and marked by a brass peg offset two and no one-hundredths feet from said street line and set in the concrete sidewalk, then ce running along the South street line of Railroad Avenue South fiftyone degrees and seventeen minutes East (S 51-17 E) one hundred eight and seventy-seven one-hundredths feet (108.77ft.). to the West line of a Public Alley and marked by a brass peg, which is offset two and no one-hundredths feet from the South Street line of Railroad Avenue and set in the concrete sidewalk; thence passing through said brass peg and along the West line of Public Alley South thirty-eight degrees and forty-three minutes West (S 38-43 W) thirty-seven and forty-five one-hundredths feet (37.45 ft) to an iron pipe, a corner of lands of The Lands End Corporation; thence by lands of The Lands End Corporation North fifty-one degrees and seventeen minutes West (N 51-17 W) one hundred eight and seventy-seven one-hundredths feet (108.77 ft.) to an iron peg, the South corner of Lot Number Two; thence by said Lot Number Two North, thirty eight degrees and forty-three minutes East (N 38-43 E) thirty- seven and forty-five one hundredths feet (37.45 ft.) to the South line of Railroad Avenue, the place of beginning-- Containing four thousand no hundred seventy-three and forty-four one-hundredths square feet (4,073.44 sq. ft.)

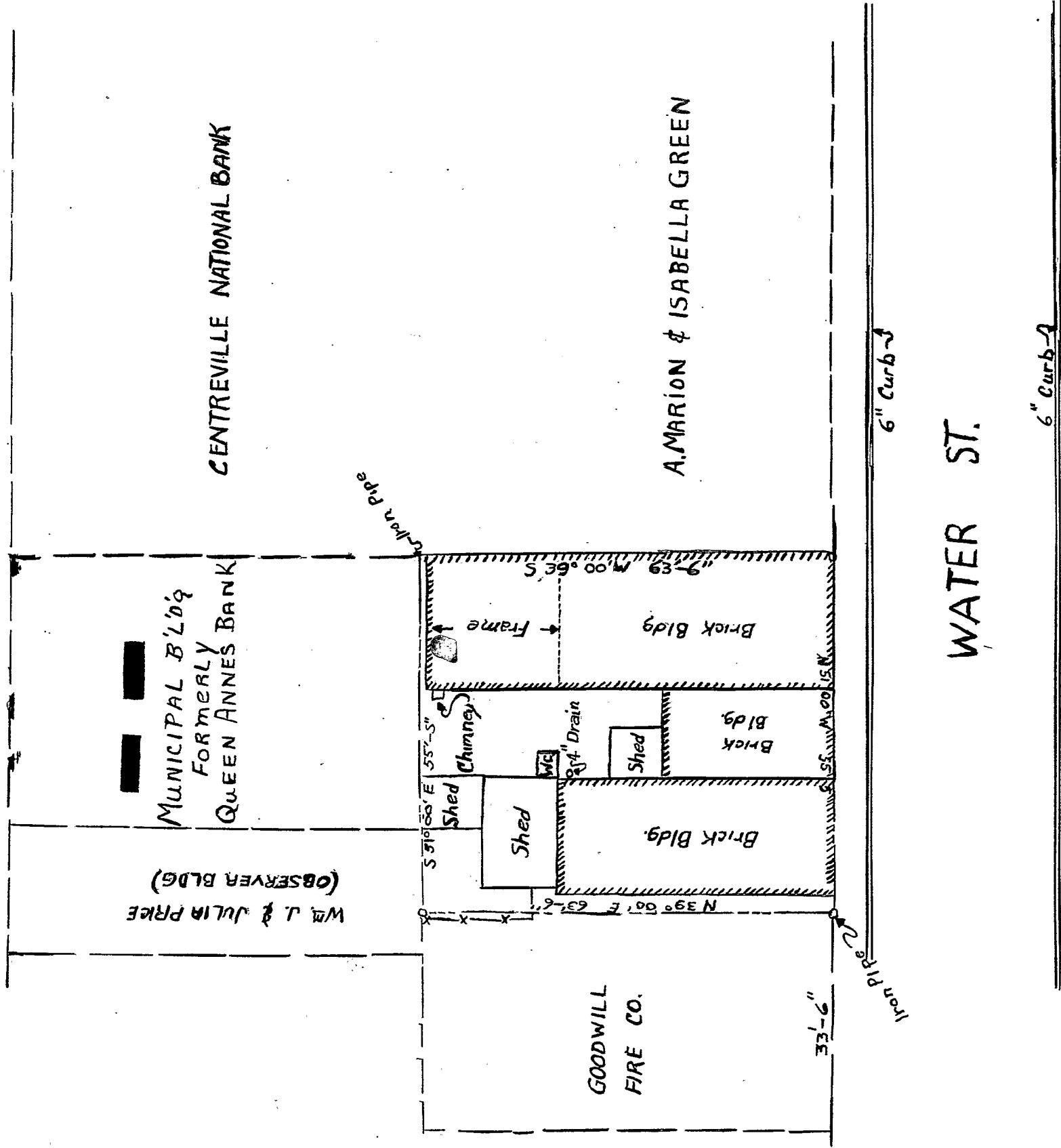
----- Shew Bartlett -----

September 26, 1936

Filed October 9th 1936.

SHEW AND BARTLETT
ENGINEERS
PHILADELPHIA, Pa.

LAWYERS ROW



WM J & JULIA PRICE
(OBSERVER BLDG)

MUNICIPAL B'LDG
FORMERLY
QUEEN ANNES BANK

CENTREVILLE NATIONAL BANK

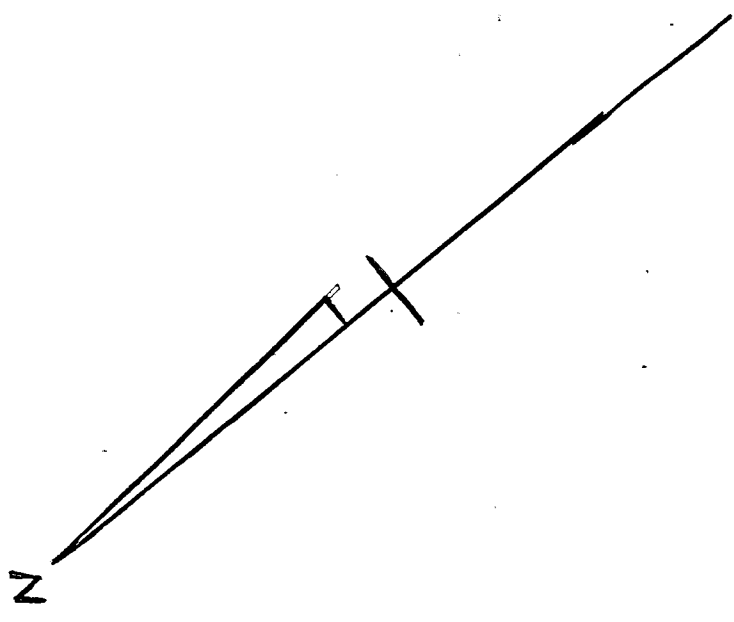
GOODWILL
FIRE CO.

A. MARION & ISABELLA GREEN

6" Curb

WATER ST.

6" Curb



MAP SHOWING SURVEY

OF

LOT OR PARCEL OF GROUND
ON WATER STREET

FOR

TRUSTEES OF ELIZABETH J. KEATING ESTATE

CENTREVILLE, QUEEN ANNES' CO, MARYLAND. SEPT, 12, 1936

Shen & Bartlett, Engineers RS
Philadelphia, Pa.

Scale: 1" = 20'-0"

R.C. SHEW
President

W.D. BARTLETT
Secy. and Treasurer

SHEW AND BARTLETT, ENGINEERS

CIVIL MECHANICAL
MINING CONSTRUCTION
CONSULTING

BRANCH OFFICE
1610 VINE STREET
Philadelphia, Pa.

CENREVILLE, MD.

CERTIFICATE OF SURVEY

Centreville, District Number Three, Queen Anne's County, Maryland

We hereby certify that we have surveyed for F. J. Keating, Trustee, alot or parcel of land known as "The Elizabeth J. Keating Lot" situate on Water Street in the Town of Centreville, Queen Anne's County, Maryland, adjoining on the north west side the lands of the Goodwill Fire Company, formerly known as the Town Office property; on the northeast the lands of Juliet Price on which is locted the "Observer Building" and the lands of the Town of Centreville on which is located the Municipal Office Building formerly the old Queen Anne's Bank Building; on the southeast the lands of A. Marion and Isabel Green, formerly known as the Alfred Green Brick Store Property, and on the southwest bounded by Water Street and which is contained within the following metes and boundés, courses and distances, to wit:

Beginning at an iron pipe driven in the ground on the building line of Water Street where the land hereby described corners with the southeast corner of the aforesaid Goodwill Fire Company lot, thence running along the lands of the said fire company lot, thence running along the lands of the said fire company Morth thirty-nine degrees and no minutes East (N 39 00E) sixty-three feet and six inches (63ft. 6in.) to the Centreville Observer Lot of Juliet Price, thence along the land of said Juliet Price and of the Town of Centreville on which is located the Municipal Building (formerly the Queen Anne's Bank Building) South fifty-one degrees and no minutes East (S 51 00E) fifty-five feet and five inches (55ft. 5in.) to an iron pipe, thence along the lands of A. Marion and Isabel Green South thirty-nine degrees and no minutes West (S 39 00 W) sixty-three feet and six inches (63ft. 6in.) to the northeast side of Water Street, thence along the northeast side of Water Street North fifty-one degrees and no minutes West (N 51 00 W) fifty-five feet and five inches (55ft. 5in.) to an iron pipe, the place of beginning, containing Three thousand, five hundred nineteen and s eventeen one hundredtha (3,519.27) square feet; being a part of a lot of ground distinguished on the plat of the Town of Centreville as Lot #1, the land above described having been deeded by William K. Hall to George C. Palmer by deed dated September twenty-four, Eighteen hundred and, fifty, and recorded in Liber J. T. #6, folio 436, a Land Record Book for Queen Anne's County; and devised by the will of said George C. Palmer to Elizabeth J. Keating.

Shew & Bartlett
SHEW & BARTLETT
Engineers
Philadelphia, Pa.

September 12, 1936

Filed October 9th 1936.

R. C. SHEW
President

W.D. BARTLETT
Secy. and Treasurer

SHEW AND BARTLETT, ENGINEERS

CIVIL MECANICAL
MINING CONSTRUCTION
CONSULTING

CENTREVILLE, MD,

Philadelphia, Pa.
September 15, 1936

Branch Office 1610
Vine Street
Philadelphia, Pa.

Mr. Thomas J. Keating, JF.
Attorney-at-Law

Dear Sir:

We are enclosing a "Certificate of Survey" of the Elizabeth J, Keating Property, and also forwarding you three prints of said property, showing the adjoining owner ship.

Please note that the four inch "soil pipe" drain leading from the second floor of the store-room on the South West side of the property, encroaches on the ground now occupied as a grug-store, as also does the chimney of the store-room on the North East side.

Because of these disprepancies and also due to the fact that the central building (Drug- Store) has only a front and rear wall, depending upon the adjacent buildings for its side-wall, we are of the opinion that the property should not be divided in to three separate plats, but rather kept together as one unit, and hence have described it as such.

Yours truly,

Shew & Bartlett
Shew & Bartlett, Engrs.

CER. COPY OF BOND
Filed January 15th 1937.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of October in the year nineteen Hundred and thirty-six, the following Bond was filed for Record. to wit:

Faud D. Bond No 4199385

Know All Men By these Presents, that we, Thomas J. Keating Jr. of Queen Anne's County, Maryland, as principal, and Fidelity & Deposit Company of Maryland, a body corporate of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty five thousand dollars (\$25,000.00) 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 hereby bind ourselves, 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 10th day of October, in the year Nineteen Hundred and thirty six.

Whereas by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the Second Day of September in the year Nineteen Hundred and thirty six, in a cause in said Court entitled "Ada R. Rolph et al, us William K. Weedon, et al" and Number 3076 on the Chancery Docket of said Court, the above bounden Thomas J. Keating, Jr. has been appointed trustee to make sale of the real estate decreed to be sold in said Cause,

Now the Condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future order or decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of:

Marion Hardesty
as to Surety-
G. Gillis

Thomas J. Keating, Jr. (SEAL)

The Fidelity and Deposit Company of Maryland, a body Corporate

By Owen A Donegan (Corp.)
(Seals)
Atty in Fact. (Place.)

Security Approved and Bond filed October 12th 1936

Wm. H. Carter, Clerk

Certificate of Power of Attorney to Owen A. Donegan, attached to the original Bond and now remains in the Office of the Clerk of the Circuit Court for Queen Anne's County.

Wm. H. Carter, Clerk.

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

I Hereby Certify that, the foregoing is truly taken and Copied from the Original Bond filed in No 3085 Chg, on October 12th 1936, and which Bond now remains in my office.

(Seals)
(Place.)

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 15th day of January A. D. 1937.

William H. Carter, Clerk

FIRST REPORT OF SALE
Filed Nov. 10th 1936.

Ada R. Rolph, et al.

Vs.

William L. Weedon, et al.

IN the Circuit Court
for Queen Anne's County, in
Equity, Chancery Cause No.
3076.

FIRST REPORT OF SALE OR REAL ESTATE

The first Report of Sale of Thomas J. Keating, Jr., Trustee, respectfully shows.

That pursuant to the decree of this Honorable Court passed on September 2, 1936, you Trustee did file with the Clerk of this Court a bond to the State of Maryland executed by himself with Fidelity and Deposit Company of Maryland, a body corporate, as surety thereon in the penalty of Twenty five thousand dollars (\$25,000.00), which bond was approved by the clerk of this Court.

Your Trustee did first procure the service of Shew & Bartlett, engineers, to make surveys of the real estate decreed to be sold and said surveyors' certificates of survey and plats have been filed in this cause, the plat and certificate as to the parcel described in the bill of Complaint as Parcel No.1 being

marked "Plat and Certificate A" and the plat and certificate relating to the parcel 1 described in the bill of complaint as Parcel No. 2 being described "Plat and Certificate B". Your trustee instructed and surveyors to divide said parcels into lots susceptible of division and distinguishment and said surveyors' certificates will disclose that they subdivided parcel No. 1 into three lots which have been designated Lots No. 1, 2, and 3, parcel No. 1. Said surveyors did determine that although Parcel No. 2, was improved by three store houses it was not susceptible of a practical division (as will be seen by said surveyors letter to your trustee dated September 15, 1936, and filed in this cause along with Plat and Certificate B on October 9, 1936) and your trustee, in proceeding under the decree has maintained the entirety of said parcel.

In further pursuance of said decree your trustee did advertise the real estate, decreed to be sold, for sale for more than three weeks prior to the day of sale by advertisement inserted in the Centreville Observer and in the Queen Anne's Record weekly newspaper printed and published in Queen Anne's County, Maryland, for four successive weeks, as will appear by the annexed certificate of said advertisement, which contains the time, place, manner, and terms of sale.

Your Trustee, in accordance with the aforesaid advertisement did at 1:30 p.m. attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, November 10, 1936, and, after reading the aforesaid advertisement, he did make certain announcements of the additional terms of sale which said announcements were as follows:

Parcel No. 1

Lot # 1 The Store part of this property is rented for one year from October 11, 1936, \$720.00 per year payable \$60.00 per month with the tenants having a right to renew the lease for an additional year if they desire. The purchaser will get the rents from the time he gets landlord's possession of the property.

The dwelling part of this property is rented @ \$27.00 per month, Tenant must vacate upon 30 days' notice of purchaser so desires.

Lot # 2. This lot is rented at present time along with the dwelling on lot #1. Tenant must vacate on 30 days' notice if purchaser so desires.

Lot # 3. The ground rents on this lot are as follows: \$5.00 per month for Wolcott Garage sits, \$3.00 per month for Barton's garage sit, and \$10.00 per quarter for Bohland's marble house. Purchaser will be entitled to rents from time of receiving landlord's possession and tenants must vacate and move buildings on 30 days' notice if purchaser desires.

Parcel No. 2

This lot has three stores on it, One is rented to Barton Bros. by the month at \$40.00 per month, one to Clifton Burke at \$20.00 per month, and one to Miss Pearle Bishop at \$25.00 per month. Purchaser will get rents from time he is entitled to landlord's possession and can give tenant's 30 days notice if he wants actual possession of property.

Purchasers of all properties will be entitled to landlord's right of possession upon ratification of the sale and settlement for the property.

Taxes on all properties are paid for the year 1936. Purchasers will pay taxes for year 1937.

Insurance premiums will be adjusted as of day of settlement."

Your Trustee thereupon proceeded to offer for sale first the Parcel described as Parcel No. 2 in the Bill of Complaint and in the advertisement, being all that lot or parcel of land known as "The Elizabeth J. Keating Lot" situated, lying and being on Water Street in the Town of Centreville, Queen Anne's County, Maryland, adjoining the Goodwill Fire Company property, the Observer Property of Juliet Price, the Old Queen Anne's Bank Lot, and the Property of A. Marion and Isabel Green, containing 3517.17 square feet of land according to a survey made thereof by Shew & Bartlett on September 12, 1936, and which is more fully described in the Plat and Certificate B filed in this cause, said parcel being improved by three store houses, and did sell the same unto G. Edward Furbush and Elise B. Furbush, his wife, they being then and there the highest bidders therefore, at and for the sum of Eight thousand, three hundred and fifty dollars (\$8,350.00).

Your Trustee then offered the lot described in the advertisement as Lot No 1 of parcel No 1 and received a bid therefore of five thousand dollars.

Your trustee then offered for sale Lot No. 2 of Parcel No 1 as described in said Advertisement and received no bid therefore,

Your Trustee then offered for sale Lot No. 3 of Parcel No. 1 as described in said advertisement and received no bid therefore,

Thereupon, in accordance with the advertised conditions of sale, your Trustees offered the aforesaid three Lots Nos. 1, 2, and 3, constituting as a whole the lot described in the Bill of Complaint and in the Plat and Certificate A filed in this cause as Parcel No. 1, and receiving a bid of only Seven thousand and four hundred Dollars for the same, which he deemed entirely inadequate and which the testimony discloses was not its fair value, he withdrew the same and announced that same could be purchased by private application to your Trustee.

The aforesaid purchasers of Parcel No. 2, G. Edward Furbush and Elise B. Furbush, his wife, have delivered unto your Trustee, check in the amount of Three thousand dollars, which when paid, will represent slightly more than the initial one-third of the purchase money and your Trustee believes that upon the ratification of the sale, said purchasers will comply with the terms and make payment of the balance of the purchase money; and your Trustee believes the aforesaid sum of Eight thousand

and three hundred and fifty dollars to be somewhere near the value of the aforesaid parcel No.2.

The Report states the amount of sale to be Eight thousand, three hundred and fifty dollars(\$8,350.00).

Respectfully submitted,

Filed 11-10-36.

Thos. J. Keating Jr.
Trustee

State of Maryland

Queen Anne'S County, to wit:

This is to certify that on the 10th day of Nov. 1936, beofre the subscriber, Clerk of the Circuit Court for QUEEN ANNE'S County, personally appeared Thomas J. Keating Jr., trustee, and made oath in due form of law that the matters and gacts set forth in the aforgoing report of sale are true and bona fide as therein set forth to the best of his knowledge and belief, and that the sale was fairly made.

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

Filed 11-10-36.

CERTIFICATE OF PUBLICATION OF
~~AN~~ ADVERTISEMENT OF SALE
TRUSTEE'S SALE.
Filed Nov. 10th 1936.

PublicaSale.

TRUSTEE'S SALE
OF VALUABLE

TOWN MERCANTILE PROPERTY

Pursuant to the power and authority vested in the undersigned, Thomas J. Keatin, Jr., Trustee, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the Second day of September, 1936, in a cause in said Court entitled "Ada R. Rolph, et al, vs. William K. Weedon, et al, and numbered 3076 on the Chancery Docket of said Court said Trustee 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, NOVEMBER 10, 1936. between the hours of one and two o'clock, P.M., all of the following described real estate, to wit:

Parcel No. 1

Lot No.1-- All that lot or parcel of land, improved b a COMBINATION STORE HOUSE AND DWELLING situate at the orner of Commerce Street and Railroad Avenue in the Town of Centreville, Maryland, containing 5446.53 square feet of land according to a survey thereof made by Shew & Bartlatt, Surveyors, on September 26, 1936-- for a more full and perfect description thereof see Plat and Certificate "A" filed in the aforesaid chancery cause.

This is a splendid mercantile dwelling and restaurant property and presents as unusual opportunity for someone looking for a popular location.

Parcel No. 1

Lot No.2 --All that UNIMPROVED LOT or parcel of land situate on the south side of Railroad Avenue in Centreville, Queen Anne's County, Maryland, ad oining the above described Lot No.1 of Parcel No. 1, and containing 2572.81 square feet of land according to a survey thereof made by Shew & Bartlett on September 26, 1936-- for a more full and perfect description thereof see plat and certificate "A" filed in the aforesaid chancery cause.

This lot front on Railroad Avenue and although unimproved, It is in a splendid location with repect to the main business corner in the town .

Parcel No.1

Lot. NO. 3-- All that UNIMPROVED LOT or parcel of land situate on the south side of Railroad Avenue in Centreville: Queen Anne's County, Maryland, adjoining the above described Lot No.2 of Parcel No.1, containing 4073.44 square feet of land, according to the aforesaid survey of Shew & Bartlett-- for a more full and perfect description thereof see Plat and Certificate "A" filed in the aforesaid chancery cause.

This lot now has two small garages and a stone cutter's shop standing thereon which are the property of the present lessees and same will not pass with the property. The land is well located and , if improved, should be productive of good rent.

The above three lots of Parcel No.1 will first be offered separately and then as a whole and will be sold in the manner in which the highest bid is received.

Parcel No.2

Allthat lot or Parcel of land known as the Elizabeth J. Keating Lot situate, lying, and being on Water Street in the town of Centreville, Queen Anne's County, Maryland, adjoining the Goodwill Fare Company property the "Observer" property of Juliet Price, the Old Queen Anne's Bank Lot and the property of A. Marion and Isabel Green, containing 3517.17 square feet of land according to a survey thereof made by Shew & Bartlett on September 12, 1936-- for a more full and perfect description of said lot see Plat and Certificate "B" filed in the aforesaid Chancery Cause.

This lot is improved by THREE MERCANTILE STORE IN good repair and production of a substantial rental income and the location thereof is excellent for mercantile purposes.

TERMS OF SALE-- As prescribed by said decree; one-third of the purchase money shall be paid in cash on the day of sale, one-third thereof in six months and one-third thereof in twelve months from the day of sale, or all cash at the option of the purchaser or purchasers, the credit portions to bear interest from the day of sale and to be secured to the satisfaction of the undersigned trustee; title papers, including revenue stamps, will be at the purchaser's expense and other particulars will be announced at the time of sale.

THOMAS J. KEATING, JR.,
Trustee.

J. Elmer Anthony, Auctioneer.

A-34.

THE QUEEN ANNE'S RECORD
CENTREVILLE: MARYLAND

&
November 10, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies that the Trustee's Sale in the case of Ada R. Rolph, et al., vs. William K. Weedon, 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 successive weeks, the first publication thereof having been made in said newspaper on the 15th day of October 1936, being more than four weeks before the 10th day of November 1936.

THE QUEEN ANNE'S PUBLISHING CO. INC.

Filed 11-10-36.

By Mary M. Parks

ESTABLISHED 1936.

QUEEN ANNE'S RECORD & OBSERVER PUBLISHING COMPANY.
Centreville, Maryland.

November 10, 1936.

THE QUEEN ANNE'S RECORD & OBSERVER PUBLISHING COMPANY hereby certifies that the Trustee's Sale in the case of Ada R. Rolph, et al, vs, William K. Weedon, et al... a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD & THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, for one insertion to wit: on November 5th, 1936, three other insertions having previously been made in the Queen Anne's Record as will appear by separate certificate, the "QUEEN ANNE'S RECORD and THE CENTREVILLE OBSERVER" being successor to the QUEEN ANNE'S RECORD.

QUEEN ANNE'S RECORD & OBSERVER PUB. CO.
By Mary M. Parks

NISI
Filed Nov. 10th. 1936

Ada R. Rolph, et al

Vs

William K. Weedon et al

) IN The Circuit Court for
)
) Queen Anne's County
)
) in Equity.
) Chancery No 3076.

ORDERED, This 10th day of November A. D., 1936, that the sale of The Real Estate made and reported in this cause by Thomas J. Keating Jr. Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of December next.

The Report states the amount of sales be \$8,350.00

William H. Carter Clerk.

Filed November 10th 1936.

Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER OF NISI.
Filed Jan. 15-1937.

N I S I I

ADA R. ROLPH, et al.

Vs.

William K, WEEDON et al.

) In the Circuit Court for
)
) Queen Anne's County,
)
) in Equity.
) Chancery No. 3076.

ORDERED, This 10th day of November , A.D., 1936, that the scale of The Real estate made and reported in this cause by Thomas J, Keating, Jr., Trustee, be ratified and confirmed. unless cause to the contrary thereof be shown on or before the 16th 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 16th day of December next.

The Report stated the amount of sales to be \$8,350.00.

WILLIAM H. CARTER, Clerk.

True Copy--
Test:

WILLIAM H. CATER, Clerk.

Filed November 10th, 1936.

4t-12-3

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 15 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order nisi in the case of Ada R. Rolph, et al, vs. William K. Weedon, 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 12th day of Nov. 1936, being more than four weeks before the 16th day of Dec. 1936.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.
By Bertha G. Durney

ORDER OF COURT

Filed Jan. 21st. 1937.

Final Order of Ratification

Ordered this 21st day of January, 1937, by the Circuit Court for Queen Anne's County, in Equity, that the first Report of Sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Trustee, 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 Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for the Auditor.

J. Owen Knotts

Filed Jan. 21st. 1937.

PETITION TO ABATE PORTION
OF THE PURCHASE MONEY.
Filed January 26th 1937.

Ada R. Rolph, et al.

VS.

William K. Weedon, et al

∩ In the Circuit Court for
∩
∩ Queen Anne's County,
∩
∩ in Equity,
∩ Cause # 3076.

To the Honorable the Judges of said Court/

The petition of Thomas J. Keating, Jr., Trustee, to make sale of the real estate in the above entitled cause, respectfully shows unto your Honors.

1. That the first Report of Sale of the Real estate filed in this cause on November 10, 1936, was finally ratified and confirmed by the Order of this Honorable Court passed on the twenty-first day of January, 1937.

2. That as will appear by reference to the aforesaid Report of Sale, the property therein described as "Parcel No. 2, Elizabeth J. Keating Lot" on Water Street in Centreville, Maryland, was sold to G. Edward Furbush and Elsie B. Furbush, his wife, for the sum of Eight thousand, three hundred, fifty dollars (\$8,350.00).

3. That as will also appear by reference to the aforesaid Report of Sale your petitioner, the trustee, made certain announcements on the day of sale among which it was stated that the purchaser could get possession of the aforesaid real estate by giving unto the tenants thirty-day notice to vacate.

4. That said announcement was made by your petitioner believing all of the tenants on said parcel No. 2 to be monthly tenants.

5. That your petitioner now discovers that one of said tenants, to wit- Barton Bros., is a yearly tenant paying rent at the rate of forty dollars (\$40.00) per months

6. That the purchasers purchased said property expecting to get possession of the Barton Bros. store by giving thirty days notice and would therefore have been able to obtain possession of said store on March 1, 1937.

7. That said purchasers are now ready and willing to comply with the terms of sale by payment of the balance of the purchase money but, having purchased said property with understanding that they would have possession of the Barton Bros. store, which they are unable to obtain for the balance of the calendar year, 1937, they have refused to make payment of said balance of purchase money, because they can obtain a rental of Fifty dollars (\$50.00) per month for said store which is Ten dollars per month more than the present tenants thereof are paying; and your petitioner attaches hereto a letter addressed to said G. Edward Furbush from a prospective tenant offering to rent said store for Fifty dollars per month for the remainder of the year 1937.

8. That the above loss of rent to the purchasers from March 1, 1937, to December 31, 1937, at Ten dollars per month, will amount to One hundred dollars and said purchasers are willing to comply with the terms of sale provided an abatement to them of One hundred dollars (\$100.00) on the purchase money can be made.

9. That your petitioner, having made thaforementioned announcement in good faith but under a misunderstanding as to the nature of the tenancy of said Barton Bros, feels that it would be equit able to comply with the purchasers' wishes and to abate them the sum of One hundred dollars on their purchase money.

Wherefore your petitioner prays your Honors to pass an order allowing your petitioner to abate unto G. Edward Furbush and Elsie B. Furbush, his wife, purchasers of Parcel No. 2. aforesaid, the sum of One hundred dollars on account of their purchaser noney and further authorizing and empowering your petitioner to accept the purchase money less the said sum of One hundred dollars on full satisfaction of the reported purchase price of the property.

Respectfully submitted,

Sworn to before me this
26th day of Jan. 1937.

Wm. H. Carter
Clerk.

Thos. J. Keating Jr.
Trustee

Petitioner

Filed January 26th 1937.

ORDER OF COURT.
Filed February 1, 1937.

ORDER OF COURT.

Upon the foregoing petition of Thomas J. Keating, Jr., Trustee in this cause, it is by the Circuit Court for Queen Anne's County, in Equity, this 1st. day of February, 1937, ordered and decreed that said Thomas J. Keating, Jr., Trustee, be and he is hereby authorized and directed to abate unto G. Edward Furbush and Elsie B. Furbush, his wife, the sum of One hundred dollars on account of the purchaser money of Parcel NO. 2, reported sold unto them for the sum of Eight thousand, three hundred, fifty dollars (\$8,350.00) in the trustee's first Report of Sale hereto fore filed in this cause, said sum of One hundred dollars to be allowed as credit to said trustee in the audit of sales to be made in this cause, and said trustee is further authorized and empowered to accept the sum of Eight thousand, two hundred, fifty dollars in full satisfaction of the purchase money and to execute a deed to the purchasers, upon receipt of said sum, in accordance with the original decree passed in this cause.

Filed February 1, 1937.

J. Owen Knotts
Judge.

PETITION
Filed February 9th 1937.

Ada R. Rolph, et al.

vs.

William K. Weedon, et al.

|| In the Circuit Court
||
|| for Queen Anne's County
||
|| in Equity,
|| Cause # 3076.

To the Honorable the Judges of said Court,

The petition of Thomas J, Keating, Jr., Trustee, respectfully shows.

(1) That Mr. Madison Brown, the regular auditor of this Court is disqualified in this case to act as auditor due to the fact that he appears as solicitor for one of the respondents.

(2) That it will therefore be necessary to have a special auditor appointed to state a report and account of the sales heretofore made and to be made in this cause.

Wherefore your petitioner prays your Honors to pass an order appointing a special auditor in this case.

Respectfully submitted,

Filed February 9th 1937.

Thos. J. Keating Jr.
Trustee

ORDER OF COURT
FILED February 13th 1937.

ORDER OF COURT

Upon the above and foregoing petition of Thomas J. Keating Jr., Trustee, it is by the Circuit Court for Queen Anne's County, in Equity, this 11th day of February, 1937, ordered that H. B. W. Mitchell Esq., be and he is hereby appointed special auditor to state a report and account of the sales made, and to be made, in this cause, by said Thomas J. Keating, Jr., Trustee, with authority to take such testimony as he deems necessary to enable him to statesaid account

Filed February 13th 1937.

J. Owen Knotts
Judge.

William H. Carter, Clerk, for his costs, including recording of proceedings, - - - - - 86.00
 T. Herbert Everett, Sheriff of Queen Anne's County, 3.75
 Appearance fee of Thomas J. Keating, Jr., Solicitor for the complainants, - - - - - 10.00
 Norman S. Dudley, Register of Wills of Queen Anne's County, - - - - - 2.25
 Appearance fee of Harper and Horney-Madison Brown, Solicitors for respondents - - - - - 10.00

Costs before the Examiner.

H. B. W. Mitchell, Examiner, - - - - - \$16.00
 Witness Before Examiner, - - - - - 3.75
 Clerk to the Examiner - - - - - 4.00 23.75

To do, for advertising order of publication of cause, Queen Anne's Publishing Co., as per account exhibited, to wit: - - - - - 64.13

To do, for advertising the order of Publication of sale, Queen Anne's Publishing Co., as per account exhibited, to wit: - - - - - 27.13

To do, for same, The Centreville Observer Publishing Co., as per account exhibited, to wit: - - - - - 46.25

To do, for same, The Queen Anne's Record and Observer Publishing CO., as per account exhibit ed to wit: \$9.12

And to same for publishing order nisi on sale, as per account exhibited to wit: - - - - - 5.00 \$14.12

To do, to pay Shew and Bartlett for surveying the property decreed to be sold in said cause, making certificate of said survey and maps of "Estate of Elizabeth J. Keating" and map of lot of parcel of ground known as Elizabeth J. Keating Corner Store Property, and Brass Pegs. per account therefor exhibited, to wit: - - - - - 80.60

To do, for an amount ot pay J. Elmer Anthony, Auctioneer, for crying the sale of said property, per his account therefor exhibited, to wit: - - - - - 35.00

To do, for costs of advertising the order nisi to be passed as to this audit - - - - - \$3.50
 To do, for costs of advertising the order nisi to be passed as to audit No.2 in this cause. - - - - - 3.50 7.00

To do, to pay H. B. W. Mitchell, Special Auditor for stating this account - - - - - -18.00
 \$900.46

Balance brought down - - - - - \$7381.42

To M. Isabel Green and Alfred M. Green, Assignees of mortgage, certified copy thereof filed in these proceedings as "Plaintiffs' Exhibit No.2", in payment of their mortgage claim of - - - - - \$4650.00, together with interest thereon from December 8th., 1935, as appears from the testimony and said mortgage, to March 8th., 1937, @ 6% per annum - - - - - \$ 348.75 4998.75
 Balance - - - - - \$2382.67

To William T. Bishop one fourth of this balance of \$2382.67, being the share of Ada R. Rolph, one of the plaintiffs: by virtue of his judgement against said Ada R. Rolph and J. F. Rolph, her husband, entered February 28th., 1931, in the sum of \$3003.39 with interest from date until paid, costa of suit and \$150.17 commissions, it appearing that no part of said judgment has been paid. A certified copy of said judgment is filed in these proceedings as " Plaintiffs' Exhibit No. 4" - - - - - \$595.67

To William R. Horney, Robert E.C. Lowe and David T. Taylor, Trustees of the trusteed assets of The Centreville National Bank of Maryland, Assignees of the mortgage from Martha J. Weedon, Ada R. Rolph, J. Fletcher Rolph, Mary W. Dulany, Lena W. Turner, William K. Weedon, Lilliam K. Weedon and G. Clinton Roberts to said Bank, dated the 19th day of September, 1924, to secure the sum of \$16,150.00 and interest, it appearing that no part of the principal debt intended to be secured by said mortgage has been paid. A certified copy of said mortgage is filed in these proceedings as "Plaintiffs' Exhibit No.3" - - - - - \$1787.00
 2382.67

H. W. B. Mitchell
 special Auditor

Filed February 19th 1937.

Statement of judgment on favor of William T. Bishop.

Judgment entered February 28th., 1931,	\$3003.39
Interest from February 28th. 1931, to March 1st. 1937,- - - - -	1081.72
	<u>\$4085.11</u>
Costs- - - - -	8.05
Commissions - - - - -	150.17
	<u>\$4243.33</u>
Awarded to judgment in audit No.1- - - - -	595.67
	<u>\$3647.66</u>

Statement of mortgage from Ada R. Rolph and others to The Centreville National Bank of Maryland and assigned to the Trustees of the trustee assets of said bank- - - - -	\$16,150.00
Interest to July 13th 1936, as appears from the testimony- - - - -	3,844.35
	<u>\$19,994.35</u>
Awarded to said mortgage in audit No.1 - - - - -	1,787.00
Balance, together with interest on \$16,150.00 from July 13th., 1936, - - - - -	\$ 18,207.35

REPORT AND ACCOUNT NO.2 OF THE SPECIAL AUDITOR. Filed February 19th 1937.

Ada R. Rolph et al	|	In the Circuit Court
vs.	|	for Queen Anne's County ,
William K. Weedon et al.	|	in Equity. No. 3076.

To the Honorable, the Judges of said Court:

Having been appointed by your Honors Special Auditor to state as report and account of the sales made, and to be made, in this cause, by Thomas J. Keating, Jr., Esq., Trustee, with authority to take such testimony as he deems necessary to enable him to state said account.

I have examined all the proceedings of this cause and it appears from the same(The bill of complaint, exhibit and testimony) that the facts are disclosed and your Special Examiner has not deemed it necessary to take testimony; that Martha J. Weedon, a daughter of Elizabeth J. Keating, after the death of her two sisters who predeceased said Martha J. Weedon and died without issue, was entitled to the interest, income and profits for life derived from the real estate sold and after her death said real estate passed to her children (Plaintiff's Exhibit No.1;) that by authority of the Court, on the 8th. day of December, 1922, the then Trustees borrowed from Alfred Green \$4650.00 and to secure the same and the interest to accrue thereon executed a mortgage on the property that was sold in these proceedings to said Alfred Green, which said mortgage is now held by assignment by M. Isabel Green (Plaintiffs' Exhibit No. 2.) and which said mortgage is still unpaid; that on the 19th. of September., 1924, the said Martha J. Weedon and her then five children, together with J. Fletcher Rolph, the husband of Ada R. Rolph, and Lilliam K. Weedon, the wife of William K. Weedon, executed unto The Centreville National Bank of Maryland a mortgage to secure \$16,150.00 and interest, which said mortgage is now held by assignment by the Trustees of the trustee assets of said Bank (Plaintiffs' Exhibit NO.3) which said mortgage is unpaid, and the interest due thereon to July 13th., 1936, and unpaid amounts to \$3844.35; that there was entered by confession on the 28th. of February, 1931, at the suit of William T. Bishop and in his favor a judgment against J. F. Rolph and Ada R. Rolph, said Ada R. Rolph being one of the children of said Martha J. Weedon, in the sum of \$ 3003.39, costs of suit and \$150.17 commissions (Plaintiffs' Exhibit No.4.) which said judgment is unpaid.

I have charged Thomas J. Keating, Jr., Esq., the Trustee named in the decree filed in this cause with the proceeds of the sale of the real estate sold in said cause, per report of sale, \$8,350.00 subject to an abatement by order of the Court of \$100.00 and with interest \$31.88, making the amount with which the Trustee is charged \$8,281.88 and have allowed him out of the same his commissions thereon for making the sale, the Court costs, cost of the advertisements of the cause, cost of the bond, cost of having the real estate surveyed, the Auctioneer's charged and the fee of the Special Auditor, and the balance of the sum so charged to him remaining after the allowances I have awarded to the Trustees of the Trustee assets of the Centreville National Bank of Maryland on account of the mortgage held by them by assignment as aforesaid.

All of which is respectfully submitted.

H.W. B. MITCHELL
Special Auditor.

Cause No. 3076.

The proceeds of the sale of the real estate of Ada R, Rolph and others in account with Thomas J. Keating, Jr., the trustees appointed in this cause to make said sale.
1936.
Nov. 10.

CR.

By amount of the sale so made, as per the report of sale, to be paid by the purchasers named in the report of sale, to the trustee, to wit:

With the amount of less abatement of part of the purchaser price, as per order of the Court passed and filed Feby. 1st., 1937, - - - - - \$8350.00
 - 100.00 \$8250.00

And with interest on the unpaid balance of the purchaser money to the time of the payment thereof, as stated to your Special Auditor by the Trustee, - - - - - 31.88
 \$8281.88

DR.

To Thomas J. Keating, Trustee, for his commissions for making the sale, on sum so charged, per rule of Court, to wit: - - - - - \$372.28

To do, for cost of his bond with corporate surety thereon filed herein to be paid said surety, per account for same exhibited, to wit: - - - - - 100.00

To do, for the court costs of this cause, per statement of same made by the Clerk, for his costs including recording of proceedings, and filed as follows, to wit: - - - - -

William H. Cater, Clerk, - - - - - 86.20
 T. Herbert Everett, Sheriff of Queen Anne's Co - - - - - 3.75
 Appearance fee of Thomas J. Keating, Jr., Solicitor for the complainants - - - - - 10.00
 Norman S. Dudley, Register of Wills of Queen Anne's County - - - - - 2.25
 Appearance fee of Harper and Horney- Madison Brown, Solicitors for respondents, - - - - - 10.00

Costs before the Examiner,

H. B. W. Mitchell, Examiner, - - - - - \$16.00-
 Witness before Examiner - - - - - 3.75
 Clerk to the Examiner, - - - - - 4.00 23.75

To do, for advertising order of Publication of cause, Queen Anne's Publishing Co., as per account exhibited, to wit: - - - - - 64.13

To do, for advertising the order of Publication of sale, Queen Anne's Publishing Co., as per account exhibited, to wit: - - - - - -27.13

To do, for same, The Centerville Observer Publishing Co., as per account exhibited, to wit: - - - - - -46.25

To do, for same, The Queen Anne's Record and Observer Publishing Co., as per account exhibited, to wit: - - - - - 9.12

And to same for publishing order nisi on sale, as per account exhibited, to wit: - - - - - 5.00 \$1412

To do, to pay Shew and Bartlett for surveying the property decreed to be sold in said cause, making certificate of said survey and Maps of "Estate of Elizabeth J. Keating" and Map of lot or parcel of land known as Elizabeth J. Keating Corner Store Property, and Brass Pegs, as per Account therefor exhibited, to wit: - - - - - 80.60

To do, for an amount to pay J. Elmer Anthiny, Auctioneer, for crying the sale of said property, per his account therefore exhibited, to wit: - - - - - 35.00

To do, for costs of advertising the order nisi to be passed as to this audit - - - - - -\$3.50
 To do, for costs of advertising the order nisi to be passed as to audit No. 1 in this cause - - - - - 3.50 7.00

To do, to pay H. B. W. Mitchell, Special Auditor, for stating this account - - - - - 18.00
 \$900.46

Balance brought down - - - - - \$7381.42

To M. Isabel Green and Alfred M. Green, Assignees of mortgage, certified copy thereof filed in these proceedings as "Plaintiffs' Exhibit No. 2", in payment of their mortgage claim of \$4650.00 together with interest from December 8th., 1935, as appears from the testimony and said mortgage, to March 8th., 1937, @ 6% per annum, - - - - - 348.75 4998.75
 Balance - - - - - \$2382.67

To William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of trusted assets of The Centerville National Bank of Maryland, Assignees of the mortgage from Martha J. Weedon,

Ada R. Rolph, J. Fletcher Rolph, Mary W. Dulany, Lena W. Turner, William K. Weedon, Lillian K. Weedon, and G. Clinton Roberts to said bank, dated the 19th day of September, 1924, to secure the sum of \$16,150.00 and interest, it appearing that no part of the principal debt intended to be secured by said mortgage has been paid. a certified copy of said mortgage is filed in these proceedings as "Plaintiffs' Exhibit No.3",
 This balance- - - - - 2382.67

Filed February 19th 1937.

H. W. B. Mitchell
 Special Auditor.

Statement of mortgage from Ada R. Rolph and others to Centreville National Bank of Maryland and assigned to the Trustees of the trustee assets of said bank- - - - - \$16,150.00
 Interest to July 13th., 1936, as appears from the testimony - - - - - 3,844.35
 \$ 19994.35

Awarded to said judgment in audit No.2 - - - - - 2382.67

Balance due, together with interest on \$16,150.00 from July 13th., 1936,- - - - - \$17,611.68

N I S I R A T I F I C A T I O N O F A U D I T N O . 1 .

Ada R. Rolph, et al) In the Circuit Court for Queen Anne's
 vs.) County in Equity.
 William K. Weedon, et al) Case No. 3076.

ORDERED, This 19th day of February in the year nineteen hundred and thirty seven that the Report and account filed in these proceedings by H. B. W. Mitchell, Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of March, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of March, 1937; in some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

Filed February 19th. 1937.

NISI OF RATIFICATION OF AUDIT,
 Filed Feb. 19th 1937.

N I S I R A T I F I C A T I O N O F A U D I T N O . 2 .

Ada R. Rolph, et al) In the Circuit Court for
 vs.) Queen Anne's County
 William K. Weedon, et al.) In Equity,
) Case No. 3076, Audit No.2.

ORDERED, This 19th day of February in the year nineteen hundred and thirty seven that the Report and Account filed in these proceedings by H. B. W. Mitchell, Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of March, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of March, 1937, in some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

Filed February 19th 1937.

CERTIFICATE OF PUBLICATION
 NISI OF AUDIT.
 Filed Mar. 22-1937.

N I S I R A T I F I C A T I O N O F A U D I T

ADA R. ROLPH, et al) In the Circuit Court for
 vs.) Queen Anne's County, in
 WILLIAM K. WEEDON, et al.) Equity,
) Case No. 3076, Audit No.1

ORDERED this 19th day of February in the year nineteen hundred and thirty-seven that the Report and Account filed in these proceedings by H. B. W. Mitchell Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of March, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of March 1937, in some newspaper printed and published in Queen Anne's County.

William H. Carter, Clerk

True Copy--
 Test:

William H. Carter, Clerk

Filed February 19th. 1937.

QUEEN ANNE'S RECORD - OBSERVER.
Centreville, Md. March 22 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO, hereby certifies that the Nisi Ratification of Audit in the case of Ada R. Rolph et al. vs. William K. Weedon et al Case No. 3076, Audit No.1 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 25th day of February 1937, being more than two weeks before the 12th day of March 1937

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By Bertha G. Durney

NISI RATIFICATION OF AUDIT
Filed Mar. 22, 1937

NISI RATIFICATION OF AUDIT

ADA R. ROLPH, et al.) In the Circuit Court for Queen Anne's
vs.) County, In Equity.
WILLIAM K. WEEDON et al.) Case No. 3076, Audit No.2.

ORDERED this 19th day of February in the year nineteen hundred and thirty-seven that the Report and Account filed in these proceedings by H. B. W. Mitchell, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of March, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of March, 1937, in some newspaper printed and published in Queen Anne's County

WILLIAM H. CARTER, Clerk

True Copy--

Test: WILLIAM H. CARTER, Clerk

Filed February 19th 1937.

2t-3-4

QUEEN ANNE'S RECORD- OBSERVER
CENTREVILLE, Md. March 22, 1937.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Ada R. Rolph, et al. vs. William K. Weedon, et al case No. 3076, Audit No.2, 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 25th day of February 1937, being more than two weeks before the 12th day of March 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

ORDER OF PARTIAL RATIFICATION OF AUDITS
Nos. 1 and 2
Filed March 25th 1937.

Ada R. Rolph, et al.) In the Circuit Court
vs.) for Queen Anne's County,
William K. Weedon, et al.) In Equity,
Cause No. 3076.

ORDER OF PARTIAL RATIFICATION OF AUDITS NOS. 1 and 2.

-6*- - - - -

It appearing from the proceedings in this cause that the Special Auditor, appointed to state a report and account of the sales made and to be made in this cause, has stated and filed two audits of the First Sale made and reported herein by the Trustee, designating them Audit No.1 and Audit No.2; and it further appearing by reference to and comparison of the said audits that they are in duplicate with respect to all of the items with which the Trustee is chargeable and with respect to all items of costs and expenses and the first mortgage of M. Isabelle and A. Marion Green which duplicated item are as follows:

To Thomas J. Keating, JR., Trustee for his commissions for making the sale on sum so charged, per rule of Court, to wit; - - - - - \$372.28

To do, for cost of his bank with corporate surety thereon filed herein to be paid said surety, per account for same exhibited, to wit:- - - - - 100.00

To do, for the Court costs of this cause, per statement of same made by the Clerk and filed as follows, to wit:- - - - -

William H. Carter, Clerk, for his costs, including recording of proceedings, - - - - - 86.20

T. Herbert Everett, Sheriff of Queen Anne's County, - - - - - 3.75

Appearance fee of Thomas J. Keating, Jr., Solicitor for
the complainants, - - - - - \$10.00

Norman S. Dudley, Register of Wills of Queen Anne's County, - - -2.25

Appearance fee of Harper and Horney- Madison Brown,
Solicitors for respondents- - - - -10.00

Costs before the Examiner.

H. B. W. Mitchell, Examiner, - - - - - \$16.00
Witness before Examiner, - - - - - 3.75
Clerk to the Examiner, - - - - - 4.00 23.75

To so, for advertising order of publication of cause,
Queen Anne's Publishing Co., as per account,
exhibited, to wit; - - - - -64.13-

To so, for advertising the order of publication of
sale, Queen Anne's Publishing Co., as per account
exhibited, to wit: - - - - - 27.13

To do, for same, The Centreville Observer
Publishing Co., as per account exhibited, to wit:
46.25

To do, for same. The Queen Anne's Record and
Observer Publishing Co., as per account exhibited
to wit: - - - - - 9.12

And to same for publishing order nisi on sale- 5.00 \$14.12
as per account exhibited to wit:

To do, to pay Shew and Bartlett for surveying the
property decreed to be sold in said cause, making
certificate of said survey and maps of "Estate of
Elizabeth J. Keating" and map of lot of parcel of
ground known as Elizabeth J. Keating Corner Store
Property and Brass Pegs, per account therefor
exhibited, to wit: - - - - - 80.60

To do, for an amount to pay J. Elmer Anthony,
Auctioneer, for crying the sale of said property, per
his account therefor exhibited, to wit: - - - - - 35.00

To do, for costs of advertising the order nisi passed
as to audit No.1 in this cause - - - - - 3.50

To do, for costs of advertising the order nisi
passed as to audit No.2 in this cause - - - - - 3.50 7.00

To do, to pay H. B. W. Mitchell, Special Auditor for
stating said accounts- - - - - 18.00
900.46

Balance brought down - - - - - \$7381.42

To M. Isabel Green and Alfred M. Green, Assignees of
Mortgage, certified copy thereof filed in these
proceedings as Plaintiff's Exhibit No.2", in payment of their mortgage
claim of - - - - - \$4650.00
Together with interest thereon from December 8, 1935,
as appears from the testimony and said mortgage,
to March 8th., 1937, @ 6% per annum - - - - - 348.75 4998.75

And it further appearing by the said Audits NOs. 1 and 2 that the balance,
after the allowances above set forth is the sum of \$2382.67 and that said balance
is, by Audit No. 1, distributed one-fourth to William E. Bishop, one of the
defendants and the remaining three-fourths to the Trustees of the Trusteed
Assets of the Centreville National Bank of Maryland, other defendants, and
by Audit No.2 the said balance is distributed entirely to the said Trustees of
the Trusteed Assets of the Centreville National Bank of Maryland;

And it further appearing that the usual orders Nisi were passed
and published as to both of said audits and that the defendant William T, Bishop
has filed exceptions to Audit No.2, his exceptions relating only to that part of
said Audit No.2 which distributes the aforesaid balance of \$2382.67:

And it further appearing that the defendants, The Trustees, of
the Trusteed Assets of the Centreville National Bank of Maryland, have filed
exceptions relating only to that part of said Audit No.1 which distributes the
aforesaid balance of \$2382.67

And it therefore appearing that there have been no exceptions filed
to the allowance of the aforesaid items of commissions, costs, expenses, and the
mortgage of M. Isabel and A. Marion Green;

It is therefore ordered that on this 24th day of March, 1937, by the Circuit Court
for Queen Anne's County, in Equity, ordered that the aforesaid items of commissions,
costs, and expenses and the amount of the mortgage distributed to M. Isabelle and
A. Marion Green as hereinbefore specifically enumerated, be and the same are hereby
directed to be paid by the Trustee; and it is further ordered that said trustee hold
the balance of \$2,383.67 subject to a future order of this Court.

J. Owen Knotts
Judge.

SECOND REPORT OF SALE
Filed May, 26th 1937

ADA R. ROLPH, ET AL

VS.

WILLIAM K. WEEDON, ET AL

0 IN THE CIRCUIT COURT FOR
0
0 QUEEN ANNE'S COUNTY, IN EQUITY
0
0 CHANCERY NO. 3076.
0

SECOND REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The second Report of Sale of real estate made by Thomas J. Keating, Jr., Trustee, respectfully shows:

That as will appear by reference to the First Report of Sale of real estate filed in this cause by Thomas J. Keating, Jr., Trustee, on November 10, 1936, your Trustee advertised the real estate described to be sold at public sale and on November 10, 1936, did offer and expose all of the real estate for sale at public sale.

That as will likewise appear by reference to the aforesaid First Report of Sale the property described as Parcel No. 1 consisting of the property situate on the southeast corner of Commerce Street and Railroad Avenue, and which was divided by the Sureyors employed by your Trustee into three lots, was not sold due to the fact that your Trustee did not have what he considered an adequate bid therefor, either when offered as a whole or offered in said three separate lots.

That ever since said public sale, to wit since November 10, 1936, your Trustee had endeavored to sell said property at private sale at somewhere near the value thereof as disclosed by the testimony.

THAT your Trustee had recently received an offer from William R. Horney, Robert E. C. Lowe, and David D. Taylor, Trustees of the Trusteed assets of The Centreville National Bank of Maryland, they being among the Defendants in this cause, to purchase said Parcel No. 1 as a whole at and for the sum of ten thousand dollars (\$10,000.00), which your Trustee believes to be the best price obtainable therefor, he only having been offered at public sale the sum of seven thousand four hundred dollars (\$7,400.00) for the same.

THAT accordingly, your Trustee had made sale of the aforesaid Parcel NO. 1, more particularly described in the Plat and Certificate A filed in this cause, unto William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the trusteed assets of The Centreville National Bank of Maryland, at and for the aforesaid sum of ten thousand dollars (\$10,000.00) upon the same terms and conditions as when offered at public sale to wit:

Terms of Sale-- As prescribed by said decree; one-third of the purchaser money shall be paid in cash on the day of sale, one-third thereof in six months and one-third thereof in twelve months from the day of sale, or all cash at the option of the purchaser or purchasers, the credit portions to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee; title paper, including revenue stamps, will be at the purchaser's expense.

Lot NO. 1 of Parcel No. 1- The store part of this property is rented for one year from October 11, 1936, @ \$720.00 per year payable \$60.00 per month, with the tenants having a right to renew the lease for an additional year if they desire. The purchaser will get the rents from the time he gets landlord's possession of the property.

The dwelling part of this property is rented @ \$27.00 per Month. Tenant must vacate upon thirty day notice if purchaser so desires.

Lot No. 2 of Parcel No. 1- This lot is rented at present time along with the dwelling on Lot No. 1. Tenant must vacate on thirty days notice of purchaser so desires.

Lot No. 3 of Parcel No. 1- The ground rents on this lot are as follows: \$5.00 per month for Wolcott Garage site, \$3.00 per month for Barton's garage site, and \$10.00 per quarter for Bohland's marble house. Purchaser will be entitled to rents from time of receiving landlord's possession and tenants must vacate and move buildings on thirty days notice if purchaser desire,

That your Trustee believes that he has procured the best price obtainable for the property and that the Purchasers will comply with the terms of sale upon ratification hereof by this honorable Court, and desires to have the said sale ratified by this honorable Court.

THE REPORT states the amount of sale to be ten thousand dollars (\$10,000.00).

Respectfully submitted,
Thos. J. Keating Jr.
TRUSTEE.

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

This is to certify that on this 26th day of May 1937, before the undersigned, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of 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 May 20th 1937.

ORDER OF NISI Filed May 26th., 1937.

Ada R. Rolph, Et.al .

vs,

William K. Weedon, et al.

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 3076.

ORDERED, This 26th day of May A. D. , 1937, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of July next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th day of June next.

The Report states the amount of sales to be \$10.000;

Filed May 26th., 1937

William H. Carter Clerk

PRINTERS CERTIFICATE OF NISI Filed Aug. 7, 1937.

N I S I

ADA R. ROLPH, ET AL

VS.

WILLIAM K. WEEDON, et al.

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In the Circuit Court for Queen Anne's County In Equity Chancery No. 3076.

ORDERED, This 26th day of May A. D., 1937, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th day of June next.

The Report states the amount of sales to be \$10,000.00

William H. Carter, Clerk

True Copy-- Test:

William H. Carter, Clerk

Filed May 26th, 1937.

4t-6-17

QUEEN ANNE'S RECORD - OBSERVER Centreville, Md. August 7 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Ada R. Rolph, et al vs. William K. Weedon, 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 27th day of May, 1937, being more than four weeks before the 28th day of June 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. BY Bertha G. Durney

Filed Aug. 7, 1937.

ORDER OF COURT Filed August 9th 1937.

FINAL ORDER OF RATIFICATION

ORDERED, This 9th day of August 1937, that the sale of the real estate made and reported in the second report of sale in this cause by Thomas J. Keating Jr., Trustee, 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 proceeding order nisi; and the Trustee 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 August 9th 1937,

REPORT AND ACCOUNT OF THE SPECIAL AUDITOR FILED January 10th, 1940

Ada R. Rolph et al

Vs.

William K. Weedon et al.

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In the Circuit Court for Queen Anne's County, in Equity No. 3076.

To the Honorable, the Judge of said Court: Having been appointed by your Honors Special Auditor to state a report and account of the sales made and to be made in this cause, by Thomas J. Keating, Jr.,

Esq., Trustee, with authority to take such testimony as may be deemed necessary to enable him to state said account.

Your Special Auditor respectfully refers your Honors to the report of your Honors made in connection with audit No.1 and audit NO.2 and request that the same be taken as a part of this report and account as though the same were again incorporated herein.

I have charged Thomas J. Keating Jr., Esq., the Trustee named in the decree filed in this cause, with the proceeds of the sale of the real estate sold in said cause, as per the second report of sale, \$10,000.00 and with interest, as reported to me by the Trustee as having been received, \$150.00, making the amount with which the Trustee is charged \$10,150.00 and have allowed him out of the same his commissions thereon for making the sale, the court costs in connection with the exceptions filed to the audit heretofore filed in this cause and subsequent proceedings had thereon, not including Court fo Appeals costs; cost of publishing order nisi on sale and order nisi to be passed on this audit, cost of the bond and the fee of the Special Auditor, and the balance of the sum so charged to him remaining after the allowances, I have awaréd to the Trustees of the trusteed assets of The Centreville National Bank of Maryland on account of the m ortgage hild by them by assignment as aforesaid.

All of which is respectfully submitted.

H.W.B.Mitchell
Special Auditor

Cause No. 3076.

The proceeds of the sale of the real estate of Ada R. Rolph and others in account with Thomas J. Keating, Jr., the Trustee appointed in this cause to make sale of said real estate, as per the Trustee's second report of sale filed in this cause May 26th., 1937.

1937
May 26.

CR.

By the amount of the sale so made, as per the second report of sale, to be paid by the purchaser named in the second report of sale, to the trustee, to wit:

With the amount - - - - - \$10,000.00

And with interest on the unpaid balance of the purchase money to the time of the payment thereof, as stated to your Special Auditor by the Trustee, ~~6--150.00~~
\$10,150.00

DR.

To Thomas J. Keating, Jr., Trustee, for this commissions for making the sale, on the sum so charged, per rule of court, the maximum commissions on amounts less than \$3,000.00 having been allowed to the trustee in audit NO.2, heretofore filed in this cause and ratified by this court, to wit: - - - - - \$406.00

To do, for cost of his bond with corporate surety thereon filed herein to be paid said surety per account for same exhibited, to wit: - - - - - 300.00

To do, for the court costs of this cause, per statement of same made by the Clerk for his costs on proceedings had on exceptions to audit and proceedings subsequent thereto, not including Court fo Appeals costs, to wit: - - - - - 28.50

to
To do, /pay Queen Anne's Record and Observer publishing Company for publishing order nisi on sale, as per account exhibited, to wit; - - 5.00

To do, for cost of publishing the order nisi to be passed on this audit, to wit: - - - - - 3.50

To H.B.W.Mitchell, Special Auditor, for stating this account, to wit: - - - - - 9.00 \$752.00
To Amount brought down - - - - - \$9,398.00

To William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed assets of The Centreville National Bank of Maryland, Assignees of the mortgage from Martha J. Weedon, Ada R. Rolph, J. Fletcher Rolph, Mary W. Dulany, Lena W. Turner, William K. Weedon, Lilliam K. Weedon and G. Clifton Roberts to said bank dated the 19th day of September, 1924, to secure \$16,150.00 and interest, it appearing that no part of the principal has been paid (except th amount of \$2,382.67 audited to said trustees on account of said mortgage in audit No.2 filed in this cause February 19th., 1937, and ratified be the court) a certified copy of the mortgage is filed in these proceedings as plaintiff's Exhibit No.3, this balance - - - - - \$9,398.00

H.B.W.Mitchell
Special Auditor.

Filed Jan. 10th. 1940

NISI RATIFICATION OF AUDIT
Filed Jan. 10th, 1940.

N I S I R A T I F I C A T I O N O F A U D I T

Ada R. Rolph et al. ∅ In the Circuit Court for
 ∅ Queen Anne's County
vs. ∅
William K. Weedon, et al. ∅ in Equity,
 ∅ Case No. 3076.

ORDERED, This 10th day of January in the year nineteen hundred and forty 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 third day of February, 1940; provided a copy of this order be published once a week in each of two successive weeks before the twenty seventh day of January, 1940, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Clerk

Filed January 10th 1940.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Feb. 8th. 1940

NISI RATIFICATION OF AUDIT

ADA R. ROLPH, et al. ∅ IN The Circuit Court for Queen Anne's County,
 ∅ in Equity.
vs. ∅
WILLIAM K. WEEDON et al. ∅ Case No, 3076
 ∅

ORDERED, This 10th day of January in the year nineteen hundred and forty 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 third day of February, 1940; provided a copy of this order be published once a week in each of two successive weeks before the Twenty-Seventh day of January, 1940, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk.

True Copy--

Test: A. Sydney Gadd Jr. Clerk.

Filed January 10th 1940.

2t-1-18

QUEEN ANNE'S RECORD -OBSERVER
CentrevilleMd. February 8 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Ada R. Rolph et al vs. William K. Weedon 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 of two successive weeks the first publication thereof having been made in said newspaper on the 11 th day of January 1940, being more than two successive weeks before the 27th day of January 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING Co.

By Cleo C. Green

Order of Court
Filed February 14th. 1940

FINAL ORDER OF RATIFICATION

ORDERED, this 12th day of February, 1940; that the Report and Account filed in t ese proceedings on January 10, 1940, by H. B. W. Mitchell, Special Auditor, be and the same is hereby finally ratified and confirmed, no cause to th contrary thereof having been shown, although notice appears to have been given as required by the preceding Order Nisi, and the Trustee is directed to apply the proceeds of sale accordingly, with a due pproportion of interest as the same has been, or may be, received.

J. Owen Knotts

JUDGE.

Filed February 14th 1940.

CAUSE NUMBER 32 27

Queen Anne's County to wit: Be it remembered that on this eighteenth day of October in the year nineteen hundred and thirty nine, the following Bill of Complaint was brought to be recorded to wit:

ANNA H. RHODES and)	
SAMUEL T. RHODES, JR., her husband,)	
RACHEL A. TAMBLYN and)	
RONALD J. TAMBLYN, her husband, and)	
IDA S. PRICE and)	
M. MYRON PRICE, JR., her husband,	)	In the Circuit Court for
Plaintiffs,	)	Queen Anne's County
vs.)	
MAE H. PRICE, widow, individually,	)	in Equity.
and as Executrix of the last will and)	
testament of Howard E. Price. deceased.)	
JOHN H. PRICE and)	
HAZEL C. PRICE, his wife.)	
DOROTHY M. PRICE BENTON and)	
F. DUDLEY BENTON, her husband,)	
WILLIAM E. PRICE, infant,)	
HOWARD E. PRICE, infant,)	
J. HERBERT CARTER,)	
THE FEDERAL LAND BANK OF BALTIMORE,)	
a body corporate, and)	
LAND BANK COMMISSIONER,)	
Defendants.)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, compiling, say:

1. That Howars E. Price, late of Queen Anne's County, State of Maryland, departed this life on the 11th day of March, 1939, leaving a last will and testament, bearing date the 9th day of April, 1938, and recorded in Liber N.S. D. No. 1, folios 109, etc., a will record book for Queen Anne's County aforesaid, and seized and possessed (among other real estate) of the following described tract of land or farm, to wit:

ALL That tract of land or farm, known as "Clover Field", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the state road leading from Wye Mills to Queenstown, and containing 246 acres of land more or less; being the same land which was granted and conveyed unto the said Howard E. Price by the two following described dees, to wit: (a) the deed by and between William J. Price, et al., bearing date the 9th day of July, 1892, and recorded in Liber W. D. No. 7, folios 261, etc., a land record book for Queen Anne's County aforesaid; and (b) by the deed from John P. Arrington and Missouri Arrington, his wife, bearing date the 12th day of August, 1930, and recorded in Liber B. H. T. NO. 11, folios 424, etc., a land record book for Queen Anne's County aforesaid, excepting therefrom, however, those lots or parcels of land which were granted and conveyed out of said tract of land or farm by the three following described deeds, to wit: (a) the deed from Howard E. Price, et al., to Rachel A. Griffin, bearing date the 24th day of December, 1904, and recorded in Liber J. E. G. No. 7, folios 199, etc., a land record book for Queen Anne's County aforesaid; (b) the deed from Howard E. Price to the State of Maryland bearing date the 14th day of October, 1929, and recorded in Liber B. H. T. No. 10, folios 469, etc., a land record book for Queen Anne's County aforesaid; and (c) the deed from Howard E. Price and Mae H. Price, his wife, to John P. Arrington, bearing date the 12th day of August, 1930, and recorded in Liber B. H. T. No. 11, folios 425, etc., a land record book for Queen Anne's County aforesaid.

Certified copies of the five above described deeds, marked "Plaintiffs' Exhibits Nos. 1, 2, 3, 4, and 5", respectively, are filed herewith as a part hereof.

2. That said tract of land or farm is subject to the lien and operation of the two following described mortgages upon said tract of land or farm and another tract of land or farm, known as "okenthorpe", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Centreville to Roesville, and containing 134 acres of land, more or less, to wit: (a) the mortgage from Howard E. Price and Mae H. Price, his wife, to The Federal Land Bank of Blatimore, for the sum of \$7,200.00, (on which there was a balance due of \$6,841.63 and interest from October 16th, 1938, at the time of the death of the said Howard E. Price), bearing date the 8th day of December, 1933, and recorded in Liber B. H. T. No. 17, folios 30, etc., a land record book for Queen Anne's County aforesaid; and (b) the mortgage from Howard E. Price and Mae H. Price, his wife, to th Land Bank Commissioner, for the sum of \$1,300.00, (on which there was a balance due of \$1,105.00 and interest from October 16th, 1938, at the time of the death of the said Howars E. Price), bearing date the 8th day of December, 1933, and recorded in Liber B. H. T. No. 17, folios 36, etc., a land record Book for Queen Annegs County aforesaid. Certified copies of the two above described mortgages marked "Plaintiffs' Exhibits Nos. 6 and 7", respectively, are filed herewith as a part hereof.

3. That said Howard E. Price, 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:

"Item Three, All the rest, residue and remainder of my real estate, whenever located, of which I die seized and possessed or in any way entitled to, I do here by give and devise unto those who would have been entitled thereto under the laws of the State of Maryland as my heirs had I not made this my last will and testament and had died intestate, that is to say: unto my wife and all of my children, in the same Proportions each would have been entitled thereto had I died intestate". And that said tract of land or farm known as "Clover Field" was a part of the rest, residue and remainder of the real estate of which said Howard E. Price died seized and possessed.

A certified copy of said will, marked "Plaintiffs' Exhibit No. 8", is filed herewith as a part hereof.

4. That Mae H. Price, widow of said Howard E. Price, and Anna H. Rhodes, Rachel A. Tamblin, Ida S. Price, John H. Price, Dorothy M. Price, now Dorothy M. Price Benton, William E. Price, infant and Howard E. Price, infant. children of said Howard E. Price, are the persons who would have been entitled to said tract of land or farm known as "Clover Field" under the laws of the State of Maryland as the heirs of said Howard E. Price had he not made said last will and testament and had died intestate.

5. That the personal estate of said Howard E. Price has been administered upon and while all debts, including funeral expenses, due and owing by him at the time of his death, as well as all administration costs and expenses and inheritance taxes, have been paid in full, said estate was overpaid by said Mae H. Price, Executrix of the last will and testament of said Howard E. Price, deceased, to the extent of Thirteen Hundred Twenty Five Dollars and Ninety Nine Cents (\$1,325.99), as will appear by reference to the first administration account of said Mae H. Price, executrix as aforesaid, a certified copy of which, marked "Plaintiffs' Exhibit No. 9", is filed herewith as a part hereof.

6. That the tract of land or farm known as "Cloverfield" hereinbefore described cannot be divided without loss or injury to the parties interested therein and owing 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 in their respective rights and interests, after the payment in full of all liens resting thereon.

7. That said Mae H. Price, acting for and on behalf of herself and for and on behalf of said William E. Price and Howard E. Price infants and said Anna H. Rhodes and Samuel T. Rhodes, Jr., her husband, Rachel A. Tamblin and Ronald J. Tamblin, her husband, Ida S. Price and M. Myron Price, Jr., her husband, John H. Price and Hazel C. Price his wife, and Dorothy M. Price, (then unmarried), acting on behalf of themselves, have entered into a contract of sale with J. Herbert Carter, one of the defendants, selling unto him said tract of land or farm known as "Cloverfield", subject to the approval and ratification of this Court, at and for the sum of Ten Thousand Two Hundred and Fifty Dollars (\$10,250.00), the terms of said sale being fully set forth in the written contract thereof which was executed in duplicate, one of the originals thereof, marked "Plaintiffs' Exhibit No. 10", being filed herewith as a part hereof.

8. That among the other provisions and terms of said contract of sale, it is provided as follows:

"The proceedings in chancery to procure the ratification of the sale under this contract of sale by the Circuit Court for Queen Anne's County in Equity shall be brought in the name of Anna H. Rhodes and Samuel T. Rhodes, Jr., her husband, Rachel A. Tamblin and Ronald J. Tamblin, her husband, and Ida S. Price and M. Myron Price, Jr., her husband, against Mae H. Price, widow, John H. Price and Hazel C. Price, his wife, and Dorothy M. Price, and William E. Price and Howard E. Price, infants, and J. Herbert Carter, and such other persons and bodies corporate as may be necessary to assure the purchaser a good and marketable fee simple title to said farm, free and clear of all liens and encumbrances of whatsoever kind or nature.

"All costs and expenses incident to said chancery proceeding and one-half of 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."

"It is understood that said William R. Horney shall received the initial payment of One Thousand and Twenty Five Dollars (\$1,025.00) and deposit the same to his credit as trustee in the case of "Rhodes vs. Price" in the Centreville National Bank of Maryland, subject to the future order of said Circuit Court for Queen Anne's County in Equity."

9. That since the execution and delivery of said contract of sale said Dorothy M. Price has intermarried with F. Dudley Benton, who has been made one of the parties defendant to this bill of complaint.

10. That your orators are advised that because two of the parties to said contract of sale are infants under the age of twenty one years, said contract of sale cannot be fulfilled and said J. Herbert Carter vested with the legal title to said tract of land or farm known as "Clover Field" without the aid of this Honorable Court.

11. That your Orators avers that it will be to the interest and advantage of all the parties owning said tract of land or farm known as "Cloverfield" and interested therein as above set forth and all the parties to said contract of sale as well as the lienors that 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 tract of land or farm and is as much, if not more then, the same would bring at public sale, and for other reasons to be made known at the hearing.

12. That the initial payment of One Thousand and Twenty Five Dollars (\$1,025.00) mentioned in said contract of sale had been paid into the hands of William R. Horney, who has deposited the same in The Centreville National Bank of Maryland, subject to the future order of this Honorable Court.

13. That said Anna H. Rhodes and Samuel T. Rhodes, Jr., her husband, are adults and reside in Queen Anne's County aforesaid.

14. That Rachel A. Tamblin and Ronald J. Tamblin, her husband, are adults and reside in Hampden County, State of Massachusetts.

15. That Ida S. Price and M. Myron Price, Jr., her husband, are adults and reside in Sussex County, State of Delaware.

16. That Mae H. Price is an adult, unmarried, and resides in Queen Anne's County aforesaid.

17. That John H. Price and Hazel C. Price, his wife, are adults and reside in Queen Anne's County aforesaid.

18. That Dorothy M. Price Benton and F. Dudley Benton, her husband, are adults and reside in Queen Anne's County aforesaid.

19. That William E. Price and Howard E. Price are infants under the age of twenty one years, and reside with their mother, said Mae H. Price, in Queen Anne's County aforesaid.

20. That the Federal Land Bank of Baltimore, is a corporation, with offices in Baltimore City, State of Maryland.

21. That the Land Bank Commissioner is an agent of the United States government, with offices in Baltimore City aforesaid.

22. That J. Herbert Carter is an adult and resides in Queen Anne's County aforesaid.

TO THE END THEREFORE:

(1) That said tract of land or farm known as "Clover Field" may be sold under a decree of this Court for the purpose of a partition of the proceeds of sale among the parties entitled hereto.

(2) That a division of the proceeds of said sale may be had among the parties owing said real estate or interested therein according to their respective interests and rights therein under the direction of this Court.

(3) That said contract of sale thereinbefore set forth may be confirmed and ratified by this Honorable Court.

(4) That a trustee may be appointed by this Honorable Court to convey said tract of land or farm unto said J. Herbert Carter, vendee, his heirs and assigns, after the payment in full of said purchase price, by a good and sufficient deed conveyed the fee simple title of, in and to said real estate free, clear and discharged of and from the rights of all the parties to this bill of complaint and to said contract of sale.

(5) That said trustee may be vested with the power and authority to collect and receive said purchase money and bring the same into this Honorable Court for distribution under its order and direction.

(6) That your Orators may have such other and further relief as their case may require,

MAY IT PLEASE YOUR HONORS to grant unto your Orators the writ of subpoena against said Mae H. Price, individually, and as executrix of the last will and testament of Howard E. Price, deceased, John H. Price and Hazel C. Price, his wife, Dorothy M. Price Benton and F. Dudley Benton, her husband, William E. Price, infant, Howard E. Price, infant, and J. Herbert Carter, who reside in Queen Anne's County aforesaid, and said body corporate, The Federal Land Bank of Baltimore, and the Land Bank Commissioner, who have offices in Baltimore City 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.

Wm. R. Horney
(William R. Horney)
Solicitor for Plaintiffs.

Filed October 18th 1939 .

CERTIFIED COPY OF DEED EXHIBIT NO. 1
Filed October 18th 1939.

Queen Anne's County, to wit: Be it remembered that on the Eleventh day of July, in the year One Thousand eight hundred and ninety two, the following Deed was brought to be recorded, to wit:

This Indenture, made this ninth day of July in the year Eighteen Hundred and ninety two, by and between William J. Price and Eliza A. Price, his wife, of the one part; and Thomas E. Byron and Annie E. Bryan his wife; William V. Bryan and Fannie E. Bryan his wife, Thomas R. L. Price and Howard E. Price of the other part; all of Queen Anne's County in the State of Maryland, Witnesseth, that in consideration of natural love and affection, and the annual rent charge hereinafter made, created and reserved, issuing out of the lands and premises hereinafter conveyed, the said William J. Price and Eliza A. Price, his wife, do hereby grant and convey to the said Annie E. Bryan, Fannie E. Bryan, Thomas R. L. Price and Howard E. Price severally, the respective parcels of real estate hereinafter described, as follows, to wit: First: To the said Annie E. Bryan all that farm, tract, part of a tract or parcel of land, situate, lying and being on Bordley's or Wye Island, in Queen Anne's County aforesaid, adjoining the lands of the heirs of the late William B. Paca, the lands formerly owned by Thomas A. Bryan and others, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone on the shore at the end of the division line between said land and the land formerly laid down as dower to Mrs. Bordley, and running thence South 6° East 170 perches to Wye River, thence

South 53° East 16 perches, thence South 36° W. 8 perches, thence South 30° East 56 perches, thence North 75° East 28 perches, thence North 10° West 22 perches, thence North 55° East 24 perches, thence North 5° West 26 perches, thence North 48° East 22 perches, thence North 81° West 16 perches, thence North 12° East, 30 perches, thence South 45° 30' East 20 perches, thence East 22 perches thence North 5° East 40 perches, thence North 36° 31' West 16 perches, thence South 75° West 12 perches, thence North 80° West 14 perches, thence North 6° West 17½ perches, thence North 61° West 6 perches, thence South 11° West 22 perches, thence North 67° West 16 perches, thence North 77° East 13 perches, thence North 46° 30' East 29 perches, thence South 56° 30' East 23 perches, thence North 81° East 18 perches, thence South 77° East 27 perches, thence North 14° West 16 perches, thence North 28° West 26 perches, thence North 63° West 16 perches, thence North 56° East 10 perches, thence South 87° East 15 1/2 perches, thence North 2° West 24 perches, thence North 23° East 20 perches, thence North 47° East 19 perches, thence North 54° 30' West 145 perches, thence North 10° West 27 perches, thence South 47° West 20 perches, thence South 27° West 60 perches, thence South 17° West 38 perches, thence South 46° West 22 perches, thence South 59° East 26 1/2 perches, thence South 21° East 4 perches, thence South 21° 30' East 20 perches, thence South 47° East 26 perches, thence North 78° West 8 perches, thence South 57° West 4 perches, thence North 56° West 12 perches, thence North 82° 30' West 9 perches, thence South 56° West 14 1/2 perches to the beginning, containing Two hundred and fifty one acres and nineteen perches of land: and also one other parcel of land containing about Seven Acres of land, now contained within the actual enclosures of the farm above described, being a parcel of land bought by E. Byran of J. K. Griffin, The above being part of the real estate which was conveyed to the said William J. Price by John B. Brown and Thomas J. Keating, Trustees, by Deed dated the 7th day of January 1875, and recorded in Liber W. A. G. H. No. 1, folios 372 &c., one of the land Record Books for Queen Anne's County, to which said Deed reference is hereby specially made;— saving and reserving to William J. Price, his executors, administrators and assigns in said land and thereout an annual rent charge of Five hundred dollars to be paid to the said William J. Price or his assigns from and after the first day of January next, for and during the natural life of the said William J. Price, in two equal instalments on the 31st day of July and the 31st day of December in the year Eighteen hundred and ninety three, and on the same day in each of said months, annually thereafter during the life of the said William J. Price, and in the event of the death of the said William J. Price leaving his wife, the said Eliza A. Price, surviving him, saving and reserving also to the said Eliza A. Price, her executors, administrators or assigns in said lands and thereout an annual rent charge of one hundred and sixty six dollars and sixty seven cents to be paid to the said Eliza A. Price or her assigns for and during the term of her natural life in two equal semi-annual instalments, the first instalment to be due and payable on the 31st day of July, or the 31st day of December whichever may first occur next succeeding the death of the William J. Price, leaving the said Eliza A. Price surviving him and the other instalment thereof on the same day in each of said months, annually thereafter during the life on the said Eliza A. Price. And the said Thomas E. Bryan and Annie E. Bryan hereby covenant for the said Annie E. Bryan her heirs, executors, administrators or assigns that she and they will pay said annual rent charge of Five hundred dollars, to the said William J. Price or his assigns so long as he shall live, in two equal instalments, on the said 31st day of each July and December hereafter, and that the said rent charge and all accruals thereof, shall be and remain with the interest thereon, a lien and charge on the said real estate hereby conveyed to the said Annie E. Bryan until paid and discharged; and that in case of default, the said William J. Price and his assigns shall in addition to the other legal and equitable remedies for the collection thereof, have his and their distress therefor toties quoties as such default may occur, in and upon the lands and premises aforesaid, for the recovery of said annual Rent charge, and the accruals thereof in whole or part, as in cases of Landlord and Tenant for rent in arrear— And the said Thomas E. Byran and Annie E. Byran hereby covenant for the said Annie E. Bryan her heirs, executors administrators and assigns, that from and after the death of the said William J. Price, leaving the said Eliza A. Price surviving him, she and they will pay the said annual rent charge of one hundred and sixty six dollars and sixty seven cents to the said Eliza A. Price or her assigns so long as she shall live, in two equal instalments on the 31st of each July and December after the death of the said William J. Price, and that the same and all accruals thereof, shall be and remain with the interest thereon a lien and charge on the said real estate hereby conveyed to the said Annie E. Bryan until paid and discharged; and that in case of default the said Eliza A. Price, and her assigns, shall in addition to the other legal and equitable remedies for the collection thereof, have her and their distress toties quoties as such default may occur in and upon the land and premises aforesaid, for the recovery of said annual rent charge, and the accruals thereof in whole or part, as in cases of Landlord and tenant for rent in arrear.

Second- To the said Fannie E. Bryan All that tract or parcel of land on Wye Island in Queen Anne's County aforesaid, described within the following metes and bounds, courses and distance, to wit: beginning on Wye River on the Eastern side of the tract at the end of the division line between said land and the land belonging to the heirs of William B. Paca, and running with the shore of the river and coves, and the line between it and the Paca land as follows: North 39° West 195 perches, South 22° West 9 perches, South 16° West 19 perches, South 82° 30' West 6 8/10 perches, North 42° West 16 1/2 perches, North 40° East 5 perches, North 45° West 15 6/10 perches, North 4° East 6 perches, North 10° West 4 perches, North 36° West 11 perches, North 70° West 11 perches, South 39° West 20 perches, South 16° 30' West 12 perches, South 2° East 8 perches, South 10° West 23 perches, South 49° West 60 perches South 40° West 13 perches, South 28° West 9 perches, South 6° West 12 perches, South 43° East 19 perches, South 28° East 14 perches, South 17° East 32 perches, South 3° East 8 perches, South 15° East 34 perches, South 13° East 20 perches, South 21° East 18 perches, South 33° East 10 perches, South 75° East 6 1/2 perches, South 53° East 38 perches, North 42° East 14 perches, North 8° West 26 perches, North 25° East 10 perches, North 43° 30' East 12 perches, North 39° East 20 perches, North 26° East 10 perches, North 8° West 7 perches South 83° West 4 perches, North 78° West 19 perches, North 15° East 8 perches, South 85° East 10 perches, North 58° East 8 perches, North 83° East 17 perches, South 59° East 15 perches, South 7° East 16 1/2 perches, South 51° East 9 perches, South 52° East 36 perches, North 73° East 17 perches, North 35° West 16 perches, North 6° perches, North 11° West 25° 6/10 perches, and North 33° East 22 perches to the Beginning, containing One hundred and seventy seven acres, two roods and twenty four perches of land.

No. 2. All that lot of Woodland on Wye Island aforesaid, contained within the following metes and bounds courses and distances, to wit: Beginning at a post, on the shores at the North East corner and running thence with the shore North 17° West 9 perches, North 44° West 12 perches, South 88° West 5 perches, South 47° West 16 perches, North 88° West 20 perches, South 79° West 12 perches, North 70° West 20 perches, North 10° 30' West 9° 3/4 perches, North 84° West 8 perches, South 58° West 14 perches, South 40° East 91 perches, South 43° West 26 perches, South 65° West 18 perches, South 14° East 18 perches, South 47° East 16 perches, South 40° East 22 perches, South 40° East 22 perches, South 38° East 21 perches, North 27° East 13 perches, South 67° East 12 perches, North 31° East 6 perches North 56° East 10 perches, North 39° West 6 perches North 45° East 13 perches, North 62° East 9 perches, North 25° 30' East 67 perches to the Beginning, containing Fifty acres and thirty nine perches of land, said tracts being the same which were conveyed to the said William J. Price by John B. Brown and Edwin H. Brown, Trustees, by Deed dated September 26th 1877, and recorded in Liber J. W. No. 7, folios 213 &c., one of the Land Record Books for Queen Anne's County.

No. 3. Also all that Woodland conveyed to the said William J. Price by deed from John B. Brown and Thomas J. Keating, Trustees, bearing date the 27th day of Jan'y. 1875, and recorded in Liber W. A. G. H. o. 1, folios 372 &c., one of the Land Record Books for Queen Anne's County, and therein described as Beginning at a stone set by the commissioners in the division of the real estate of Valentine Byran, and running thence North 67° West 33 perches, thence North 8° 30' West 22 perches, thence South 89° East 20 perches, thence North 34° East 16 perches, thence North 78° 30' West 22 perches, thence North 53° 30' West 12 perches thence North 35° West 16 perches, thence North 25° 30' East 61 perches, thence South 71° East 30 perches, thence South 47° East 77 perches, and thence South 46° West 91 perches to the Beginning, containing forty six acres three rods and twelve perches of land saving and reserving to the said William J. Price, his executors, administrators and assigns in said lands and thereout, an annual Rent charge of Five hundred dollars, to be paid to the said William J. Price and his assigns from and after the first day of January next, for and during the natural life of the said William J. Price, in two equal instalments on the 31st day of July and the 31st day of December in the year Eighteen hundred and ninety three, and on the same day in each of said months annually thereafter during the life of the said William J. Price, and in the event of the death of the said William J. Price leaving his wife, the said Eliza A. Price surviving him; saving and reserving also to the said Eliza A. Price, her Executors, administrators or assigns in said lands and thereout an annual rent charge of One hundred and sixty six dollars and sixty seven cents, to be paid to the said Eliza A. Price and her assigns for and during the term of her natural life, in equal semi-annual instalments, the first instalment to be due and payable on the 31st day of July or 31st day of December, which ever may first occur, next succeeding the death of the said William J. Price leaving the said Eliza A. Price surviving him, and the other instalments thereof on the same day in each of said months annually thereafter, during the life of the said Eliza A. Price. And the said William V. Bryan and Fannie E. Bryan hereby covenant for the said Jannie E. Bryan her heirs, executors, administrators or assigns, that he and they will pay said annual rent charge of Five hundred dollars to the said William J. Price or his assigns, so long as he shall live in two equal instalments, on the said 31st day of each July and December hereafter, and the said rent charge and all accruals thereof shall be and remain with the interest thereon a lien and charge on the said Real Estate hereby conveyed to the said Fannie E. Bryan, until paid and discharged; and that in case of default the said William J. Price, and his assigns shall in addition to the other legal and equitable remedies for the collection thereof, have his and their distress therefor toties quoties as such default may occur, in and upon the lands and premises, aforesaid, for the recovery of said annual Rent charge, and the accruals thereof in whole or part, as in cases of Landlord and Tenant for rent in arrear.

And the said William V. Bryan and Fannie E. Bryan hereby covenant for the said Fannie E. Bryan, her heirs, executors, administrators and assigns that from and after the death of the said William J. Price, leaving the said Eliza A. Price, surviving him; she and they will pay the said annual Rent charge of one hundred and sixty dollars and sixty seven cents to the said Eliza A. Price or her assigns so long as she shall live, in two equal instalments on the 31st day of each July and December after the death of the said William J. Price, and that the same and all accruals thereof shall be and remain with the interest thereon a lien and charge on the said real estate hereby conveyed to the said Fannie E. Bryan until paid and discharged, and that in case of default the said Eliza A. Price and her assigns shall in addition to the other legal and equitable remedies for the collection thereof, have her and their distress toties quoties as such default may occur in and upon the lands and premises aforesaid, for the recovery of said annual Rent charge and the accrual thereof in whole or part, as in case of Landlord and Tenant for rent in arrear.

Third- To the said Thomas R. L. Price all that tract, part of a tract or parcel of land situate, lying and being in the Third and Fifth Election Districts of Queen Anne's County, on the public road from Centreville to Easton commonly called "Sunny side" and "Peace and Plenty" and "Smith's Ridge", and contained within the following metes and bounds, courses and distances, to wit: Beginning at a marked Cedar Tree where a stone is placed on said public road, and running thence East 66 perches to a post, and thence North 11° East 39° 2/5 perches to a Walnut tree, thence South 87° 30' East 20 perches near a large poplar tree, thence North 82° 15' East 14 perches, thence South 66° East 25° 5/10 perches, thence South 72° East 56 perches, thence South 78° 30' East 32° 2/10 perches to the land of William F. Parrott near a poplar tree, thence with said Parrotts land South 162 1/4 perches to the public road leading to Hall X Roads, thence with that road reversed West 304 perches to intersect the eighth line of a tract of land called Union, thence with said eighth line reversed North 68° West 13° 4/10 perches to the beginning of said line, thence with the seventh line of Union reversed North 89° West 43° 6/10 to the end thereof where there is a stone, thence with the sixth line of Union reversed North 1° East 160 perches, thence South 55° East 23 perches, thence South 31° East 113° 4/10 perches, thence North 67° East 56° 8/10 perches to the Easton Road thence in the said road North 27° West 24 perches, thence North 10° 30' West 27 perches, thence North 1° West 21° 3/10 perches to the beginning containing three hundred and twenty five acres of land, more or less, and which was conveyed to the said William J. Price by Edward B. Emory and wife by Deed dated the 13th day of December 1883, and recorded in Liber S. C. D. No. 4, folios 1 and 2 one of the Land Record Books for Queen Anne's County saving and reserving to the said William J. Price his Executors administrators and assigns in said lands

and thereout an annual Rent charge of Five hundred dollars, to be paid to the said William J. Price or his assigns, from and after the first day of January next, for and during the natural life of the said William J. Price, in two equal instalments, on the 31st day of July and the 31st day of December, in the year Eighteen hundred and ninety three, and on the same day in each of said months annually thereafter, during the life of the said William J. Price; and in the event of the death of the said William J. Price, leaving his wife, the said Eliza A. Price surviving him, saving and reserving also to the said Eliza A. Price, her personal representatives and assigns, in said lands and thereout, an annual Rent charge of one hundred and sixty dollars and sixty seven cents, to be paid to the said Eliza A. Price or her assigns for and during the term of her natural life, in equal semi annual instalments, the first instalment to be due and payable on the 31st day of July or the 31st day of December whichever may first occur next succeeding the death of the said William J. Price, leaving the said Eliza A. Price surviving him, and the other instalments thereof on the same day in each of said months annually thereafter during the life of the said Eliza A. Price-

And the said Thomas R. L. Price for himself his executors, administrators and assigns hereby covenants that he and they will pay such annual Rent charge of Five hundred dollars to the said William J. Price or his assigns, so long as he shall live in two equal instalments on the said 31st day of each July and December hereafter, and that the said Rent charge and all accrual thereof shall be and remain with the interest thereon, a lien and charge on the said Real Estate hereby conveyed to the said Thomas R. L. Price until paid and discharged, and that in case of default the said William J. Price shall in addition to the other legal and equitable remedies for the collection thereof, have his distress therefor toties quoties as such default may occur, in and upon the lands and premises aforesaid, for the recovery of said annual Rent charge, and the accruals thereof, in whole or part, as in cases of Landlord and tenant for Rent in arrear. And the said Thomas R. L. Price for himself, his heirs, executors, administrators and assigns, hereby covenants that from and after the death of the said William J. Price leaving the said Eliza A. Price surviving him he and they will pay the said annual rent charge of one hundred and sixty six dollars and sixty seven cents to the said Eliza A. Price or her assigns so long as she shall live in two equal instalments on the 31st day of each July and December after the death of the said William J. Price, and that the same and all accruals thereof shall be and remain with the interest thereon a lien and charge on the said real estate hereby conveyed to the said Thomas R. L. Price until paid and discharged, and that in case of default, the said Eliza A. Price and her assigns shall in addition to the other legal and equitable remedies for the collection thereof have her and their distress thereof toties quoties, as such default may occur, in and upon the lands and premises aforesaid, for the recovery of said annual Rent charge, and the accruals thereof, in whole or part, as in cases of Landlord and tenant for Rent in arrear-

Fourth- To the said Howard E. Price all that part of a tract of land called "Clover Field" or by whatever other name the same may be called, situate in the Fifth Election District of Queen Anne's County, and which was conveyed to Christopher Price the father of said William J. Price by John H. Evans and wife, by deed dated the 5th day of December, Eighteen hundred and forty eight, and recorded in Liber J. T. No. 6, folios 3 and 4, one of the Land Record Books for Queen Anne's County, containing Two hundred and twenty two acres, three roods and twenty two perches of land more or less, embracing and including therein and herein that part thereof recently conveyed to the said William J. Price by Charles H. Allen and wife by Deed duly recorded among the Land Records of Queen Anne's County-

Also all that part of "Clover Field" conveyed to the said William J. Price by John C. Earle and wife by Deed dated the 2nd day of August 1864, and recorded in Liber S. E. D. No. 1, folios 342 &c., one of the Land Records Books for Queen Anne's County, and therein described as follows, to wit: Beginning at a Stone standing in the corner of the fence where this lot of Woodland joins the first described tract and running from thence North 64° 30' West 32 8/10 perches, thence North 3° West 2 1/2 perches, thence North 81° 30' East 12 9/10 perches, thence North 15° East 4 perches, thence North 81° East 4 8/10 perches, thence South 10° 30' East 4 perches, thence North 77° 45' East 4 perches thence North 54° East 10 perches, thence North 45° West 6° 8/10 perches thence North 82° East 4 perches, thence South 67° 30' East 4 perches, thence North 23° 30' East 6 perches, thence North 21° West 2 perches thence North 58° East 5 3/4 perches, thence North 8° East 6 1/2 perches thence South 65° East 86 perches, thence South 3° 45' West 40 perches thence North 65° West 88 1/2 perches, thence South 28° West 9 2/10 perches to the Beginning, containing Twenty three acres, three roods and thirty perches of land, more or less (The real estate hereby conveyed to the said Howard E. Price, was devised to the said William J. Price in fee, by the last will and testament of his father Christopher Price by last Will and testament of record in the office of the Register of Wills for Queen Anne's County)- saving and reserving to the said William J. Price his executors, administrators and assigns, in said lands and thereout an annual Rent charge of Four hundred dollars, to be paid to the said William J. Price or his assigns, from and after the first day of January next for and during the natural life of the said William J. Price in two equal instalments on the 31st day of July and the 31st day of December, in the year Eighteen hundred and ninety three, and on the same day in each of said months annually thereafter during the life, of the said William J. Price, and in the event of the death of the said William J. Price, leaving his wife, the said Eliza A. Price surviving him, saving and reserving also to the said Eliza A. Price, her personal representatives and assigns in said lands and thereout an annual Rent charge of one hundred and thirty three dollars and thirty three cents to be paid to the said Eliza A. Price for her assigns for and during the terms of her natural life, in equal semi-annual instalments, the first instalment to be due and payable on the 31st day of July or the 31st day of December, whichever may first occur, next succeeding the death of the said William J. Price leaving the said Eliza A. Price surviving him, and the other instalments thereof on the same day in each of said months annually thereafter, during the life of the said Eliza A. Price- And the said Howard E. Price for himself his executors, administrators and assigns hereby covenants that he and they will pay said annual Rent Charge of Four Hundred dollars to the said William J. Price or his assigns so long as he shall live in two equal instalments, on the said 31st day of each July and December hereafter, and that the said Rent charge, and all accruals thereof, shall be and remain, with the interest thereon, a lien and charge on the said Real Estate hereby conveyed to the said Howard E. Price, until paid and discharged, and that in

case of default , the said William J. Price and his assigns shall in addition to the other legal and equitable remedies for the collection thereof, have his and their distress therefor, toties quoties as such default may occur in and upon the lands and premises aforesaid for the recovery of said annual Rent charge and the accruals thereof in whole or part as in cases of Landlord and tenants for Rent in arrear- And the said Howard E. price for himself, his heirs, executors, administrators and assigns hereby covenants that from and after the death of the said William J. Price, leaving the said Eliza A. Price surviving him, he and they will pay the said annual Rent charge of One hundred and thirty three dollars and thirty three cents, to the said Eliza . Price or her assigns so long as she shall live into equal instalments on the 31" dday of each July and December after the death of the said William J, Price, and that the same and all accruals thereof shall be and remain with the interest thereon, a lie n and charge on the said real estate hereby conveyed to the said Howard E. Price until paid and discharged, and that in case of default , the said Eliza .A. Price and her assigns shall , in addition to the other legal and equitable remedies for the collection thereof, have her and their dis tress thereof toties quoties as such default may occur, in and upon the lands and premises aforesaid for the recovery of said Annual Rent charge, and the accruals thereof in whole or part, as in case of Landlord and tenants for rent in arrear.-

Witness our hands and seals

Test:

R. Goldsborough

- Wm. J. Price (SEAL)
- Eliza A. Price (SEAL)
- Thomas E. Byran (SEAL)
- Annie E. Bryan (SEAL)
- Wm. V. Bryan (SEAL)
- Fannie E. Bryan (SEAL)
- T.R.L. Price (SEAL)
- Howard E. Price (SEAL)

State of Maryland O
Queen Anne's County O to wit: I hereby certify that on this ninth day of July in the year Eighteen hundred and ninety two, before the subscriber , a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared William J. Price and Eliza A. Price his wife, Thomas E. Bryan and Annie E. Bryan his wife, William V. Bryan and Fannie E. Bryan his wife, Thomas R.L. Price and Howard E. Price, and severally acknowledged the aforegoing Deed or Indenture 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 W. D. No. 7, folios 261, etc., a Land Record Book for Queen Anne's County

(Seals Place.)

In Testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Eighteenth day of October , in the year nineteen hundred and thirty nine.

A. Sydney Gadd Jr.

Clerk.

CERTIFIED COPY OF DEED
EXHIBIT NO. 2
Filed October 18th 1939.

.....
#14,433. QUEEN ANNE'S COUNTY T O W I T : Be it remembered that on the Thirteenth day of August, in the year nineteen hundred and thirty, the following Deed was brought to be recorded, to wit:

THIS DEED, made this 12 th day of August, in the year nineteen hundred and thirty, by and between John P. Arrington and Missouri Arrington, his wife, of Queen Anne's County State of Maryland, parties of the first part, and Howard E. Price, of Queen Anne's County aforesaid, party of the second part;

WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said John P. Arrington and Missouri Arrington, his wife, do hereby grant and convey unto the said Howard E. Price, his heirs and assigns, in fee simple, 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, State of Maryland, on the right or north side of the state road leading from Wye Mills to Queenstown, adjoining other property of the said Howard E. Price on the north and east and the property of

the Hiram G. Dudley estate on the west, and more particularly described as follows, to wit:

BEGINNING for the same at a point twenty feet distant in a northeasterly direction from the center of said state road where the property hereby conveyed corners with the said other property of Howard E. Price, and running thence by and with the said other property of the said Howard E. Price in a northeasterly direction, a distance of thirty two feet, more or less, to a corner for the property hereby conveyed and the said other property of the said Howard E. Price; thence still by and with the said other property of the said Howard E. Price in a northwesterly direction, a distance of four hundred and ninety five feet, more or less, to the said property of the Hiram G. Dudley estate; thence by and with the said property of the Hiram G. Dudley estate in a southwesterly direction, a distance from the center of said state road; and thence by and with said state road South sixty seven degrees twenty eight minutes East, five hundred and seventy six feet to the said place of beginning; being a part of the same land which was granted and conveyed unto the said John P. Arrington by Thomas H. Dodd, and Annie M. Dodd, his wife, by deed bearing date the 19th day of January, 1903, and recorded in Liber J. E. G. No. 4, folios 438 etc., a Land record book for Queen Anne's County aforesaid.

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

TO HAVE and TO HOLD the said lot or parcel of land and premises, unto and to the use of the said Howard E. Price, his heirs, and assigns, in fee simple, forever.

AND the said John P. Arrington hereby covenants that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite,

WITNESS the hands and seals of the said Grantors:

John P. Arrington (SEAL)

Test: (as to both parties).
W.L. Holton, Jr.

Missouri Arrington (SEAL)

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

I HEREBY CERTIFY that on this 12th day of August in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John P. Arrington and Missouri Arrington, his wife, and each acknowledged the foregoing DEED 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,

W.L. Holton Jr.
Notary Public

Notary Public
Seal.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H.T. No. 11, folios 424, etc., a Land Record Book for Queen Anne's County,

(Seal Place.) In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Eighteenth day of October, in the year nineteen hundred and thirty nine.

A. Sydney Gadd Jr.
Clerk

CERTIFIED COPY OF DEED
EXHIBIT NO. 3
Filed October 18th 1939.

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

This Deed, made this twenty fourth day of December, in the year nineteen hundred and four, by Howard E. Price and Rachel Alberta Price, his wife, and William J. Price, all of Queen Anne's County, State of Maryland: Whereas the said Howard E Price has sold unto Rachel A. Griffin, of Queen Anne's County aforesaid, the hereinafter described lot of land at and for the sum of Two Hundred and Twenty five (\$225.00) , which said sum sum has been fully paid to him by said Rachel A.

Griffin the receipt of which is hereby acknowledged: and whereas said lot of land is a part of a tract of land which is subject to an annual rent charge during the life of said William J. Price under a certain Indenture by and between said William J. Price and others, bearing date the 9th day of July, 1892; and recorded among the land records of Queen Anne's County aforesaid in Liber W.D. No. 7, folios 216 &c., and the said William J. Price has agreed, and now desired by uniting in these presents, to forever release and discharge the said lot of land hereby conveyed of and from all and every claim, demand, lien and charge growing out of or by reason of said rent charge or any part whereof: Now therefore, this deed witnesseth that in consideration of the premises and of said sum of Two Hundred and Twenty five dollars paid to said Howard E. Price and of the sum of One dollars paid to said William J. Price, the said Howard E. Price and Rachel Alberta Price, his wife and William J. Price do hereby grant and convey unto the said Rachel A. Griffin, her heirs and assigns, in fee simple, all that lot or parcel of land, situate in the Fifth Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Queenstown to Wye Mills and on the west side of the lane or road leading from said public road into the farm of John C. Earle, adjoining the land of said Howard E. Price and separated from the land of said John C. Earle by said last mentioned lane or road; and described as follows, to wit:

Beginning at the point on the north side of said Queenstown-Wye Mills public road, at the southeastern corner of the lot hereby conveyed, where said lane or road leading into John C. Earle's farm intersects with said Queenstown-Wye Mills road, and running from thence in a northwesterly direction along said Queenstown-Wye Mills public road one hundred and and eighty eight feet to a point where a stone is to be placed by the side of a post now standing at the end of a wire fence which is on the division line between the lot hereby conveyed and the land of said Howard E. Price, thence along said wire division fence two hundred and twenty five feet to a post which is the other end of said wire division fence, and which stands on the west side of said lane or road leading into the farm of said John C. Earle, and thence along the west side of said last mentioned lane or road three hundred and seventy-seven feet to the place of beginning, the lot hereby conveyed being triangular in form and containing about one third of an acre of land, more or less, being a part of the farm or tract of land known as "Clover Field" which was conveyed to the said Howard E. Price by the said Indenture by and between William J. Price and others, bearing date the ninth day of July eighteen hundred and ninety two, and recorded as aforesaid among said land records in Liber W.D. No. 7, folios 261 &c. Together with the buildings and improvements thereupon erected, made or being, and all and every, the rights, roads, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. And the said Howard E. Price, covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of said land as may be requisite and the said William J. Price covenants that he will warrant specially the lot of land hereby conveyed and that the said Rachel A. Griffin, her heirs and assigns, may and shall have and hold the same free, clear, discharged and released of and from the lien and claim of the aforesaid rent charge created by said Indenture of July 9th 1892.

Witness the hands and seals of the said grantors.

Test: J.W.W. Woodford.

Howard E. Price (SEAL)

Rachel Alberta Price (SEAL)

Wm. J. Price (SEAL)

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 four, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Howard E. Price and Rachel Alberta Price, his wife, and William J. Price, and each acknowledged the foregoing DEED to be their respective act.

J. W. W. Woodford
Justice of the Peace

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J, E. G. No. 7, folios 199, 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 Eighteenth day of October, in the year nineteen hundred and thirty nine.

(Seals)
(Place)

A. Sydney Gadd Jr.
Clerk.

CERTIFIED COPY OF CERTIFICATE
AS TO PLAT EXHIBIT NO. 4.
Filed October 18th 1939.

.....
#14,085

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 31st day of January, in the year nineteen hundred and thirty, therewas filed in the office of the Clerk of the Circuit Court for Queen Anne's County, a plat with the understanding and agreement that the printed matter thereon acknowledged before a Notary Public should be recorded, but that the other part or parts of said Plat were not to be recorded; that the original Plat should be retained in this office for future reference, and the unused part of this page is dedicated to the plat itself, as follows, to wit:

WYE MILLS* WUEENSTOWN
QUEEN ANNE'S CO.
Contr. No. Q-51
Scale: 1"= 100' Sheet No. 2

WHEREAS, the State Roads Commission of Maryland, acting for the State of Maryland, proposes to lay out and construct as a State Highway, the road shown on attached plat in County, and

WHEREAS the lying out of said road will be a material benefit to the undersigned.

NOW in consideration of the above premises and of One dollar and other good and valuable considerations, we for ourselves, our heirs, personal representatives and assigns, do hereby deed, grant and convey unto the State of Maryland for the purpose of or to be used in connection with a State Highway the right of way and land shown on accompanying plat, which is hereby made a part hereof, and we do further release the State of Maryland, the state Road Commission, its members, officers, agents, and employees from any and all claim or demand for damages or injuries whatever caused by the taking, use or improvement of said land for a public highway, including any change of grade or drainage, the creation or extension of slopes, embankments or excavations in connection therewith, or any other matters or things arising out or caused by the laying out and construction of the said State Highway.

IN WITNESS WHEREOF we have hereunto set our hands and seals, this day of in the year

J. T. Thyanes (SEAL)

Sarah C. Golt (SEAL)

John Griffin (SEAL)

His
Harvey Johnson (SEAL)

Mark
Thomas H. Callahan Jr. (SEAL)

James B. Carter (SEAL)

Lorenzo Griffin (SEAL)

Anna Herkner (SEAL)

W.T.T. Agt.

Howard E. Price (SEAL)

Charles E. Hollyday (SEAL)

Richard S. Hollyday (SEAL)

Rolph Townsend

State of Maryland, County of

On this 14th day of October, in the year 1929, before me, a Notary Public of the State of Maryland, personally appeared and acknowledged the foregoing deed and release to be their respective act.

WITNESS my hand and Notarial Seal.

Washington Irving Tuttle.

Notary Public
Seal.

STATE OF MARYLAND, CITY OF BALTIMORE:

On this 18th day of December, 1929, before me, a Notary Public of the State of Maryland, personally appeared and acknowledged the foregoing deed and release to be their respective act.

Witness my hand and Notarial Seal.

Douglas L. Brown

Notary Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 10, folios 469. 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 Eighteenth day of October, in the year nineteen hundred and thirty nine,

(Seals)
(Place.)

A. Sydney Gadd Jr.
Clerk.

CERTIFIED COPY OF DEED
EXHIBIT NO. 5
Filed October 18th 1939,

.....
#14,434 QUEEN ANNE'S COUNTY, TO WIT Be it remembered that on the Thirteenth day of August, in the year nineteen hundred and thirty, the following Deed was brought to be recorded to wit:-

THIS DEED, made this 12th day of August, in the year nineteen hundred and thirty, by and between Howard E. Price and Mae H. Price, his wife, of Queen Anne's County, State of Maryland,, parties of the first part, and John P. Arrington, of Queen Anne's County aforesaid, party of the second part.

WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said Howard E. Price and Mae H. Price, his wife, do hereby grant and convey unto the said John P. Arrington, his heirs and assigns, in fee simple, 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, State of Maryland, on the left side of the county road leading from Queenstown to Wye Mills and on the left side of the state road from Wye Mills of Queenstown, adjoining other property of the said John P. Arrington on the west and other property of the said Howard E. Price on the east, and more particularly described as follows, to wit:

BEGINNING for the same in the middle of the said county road from Queenstown to Wye Mills opposite the west side of the west gate post of the gate formerly leading into the farm of the said Howard E. Price, and running thence by and with the middle of said road in a southeasterly direction, a distance of sixteen and one-half feet; thence by and with the said other property of Howard E. Price and parallel to the east line of the lot of the said John P. Arrington in a northeasterly direction, a distance of three hundred and thirty three feet, more or less, to a point twenty feet distance from the center of said state road; thence by and with said state road in a northwesterly direction, a distance of sixteen and one half feet to the said and thence by and with the said other property of John P. Arrington other property of the said John P. Arrington in a southwesterly direction, a distance of three hundred and thirty three feet, more or less, to the said place of beginning; being a part of the same land which was granted and conveyed unto the said Howard E. Price as Parcel Number One in the Fourth place in the deed by and between William J. Price, et al., bearing date the 9th day of July, 1892, and recorded in Liber W. D. No. 7, folios 261, etc., a land record book for Queen Anne's County aforesaid.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises unto and to the use of the said John P. Arrington, his heirs and assigns, in fee simple, forever.

And the said Howard E. Price hereby covenants that he has not done nor suffers to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

HOWARD E. PRICE (SEAL)

MAE H. PRICE (SEAL)

TEST: (as to both parties) .

W. L. Holton, Jr.

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

I HEREBY CERTIFY that on this Twelfth day of August, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Howard E. Price and Mae H. Price, his wife, and each acknowledged the foregoing Deed to be their respective act.

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

Notary Public
Seal .

W. L. Holton, Jr.
Notary Public

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 11, folios 425, 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 Eighteenth day of October, in the year nineteen hundred and thirty nine.

(Seals Place)

A. Sydney Gadd Jr.

Clerk.

CERTIFIED COPY OF MORTGAGE
EXHIBIT NO. 6
Filed October 18th 1939

.....
#16,376. QUEEN ANNE'S COUNTY TOWIT: Be it remembered that on the Eleventh day of December, in the year nineteen hundred and thirty three, the following Mortgage was brought to be recorded, to wit:-

MARYLAND

AMORTIZATION ON MORTGAGE

THIS MORTGAGE, made the Eighth day of DECEMBER in the year nineteen hundred and THIRTY THREE, between HOWARD E. PRICE and MEE H. PRICE, his wife of QUEEN ANNE'S county, in the 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), of the first part, and THE FEDERAL LAND BANK OF Baltimore, of the city of Baltimore, in the State of Maryland, hereinafter called "Bank", of the second part,

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Bank in the principal sum of \$7200.00, this day lent said Mortgagor by said Bank;

AND WHEREAS, said Mortgagor has executed and delivered to said Bank his promissory note, of even date herewith, for said principal sum of \$7200.00 and interest thereon at the rate of FIVE per centum per annum, payable to the order of said Bank in SEVENTY ONE semi-annual instalments of \$216.00 and a final instalment of \$335.12, the first of said instalments being payable six months from the date hereof and the others being payable successively every six months thereafter until the whole debt, principal and interest, has been paid; all of said instalments being based on the amortization plan as provided for in The Federal Farm Loan Act; and the better to secure the payment of said principal sum and interest in the manner and at the times 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 Bank, its successors and assigns,

All those six tracts or parcels of land containing in the aggregate three hundred and eighty (350) acres, more or less, the first three thereof situate, lying, and being in the Sixth Election District of Queen Anne's County, State of Maryland, the remaining three thereof situate lying and being in the Fifth Election District of Queen Anne's County, described as follows;

1. All that part or tract of land called Okenthorpe lying and being in Tally's Neck in the County aforesaid, beginning for the said point on a southeast course 64 perches from bounded white oak, the first boundary of said tract, and running from the end of the said 64 perches southwest 126 perches, then south 79 deg west 89 3/4 perches, thence northwest 16 perches; thence northeast 100 perches, thence northwest 29 1/2 perches thence northeast 100 perches, thence southeast 96 perches to the aforesaid place of beginning, containing 90 acres.
2. All that part of a tract of land called Okenthorpe that is contained within the following metes and bounds, courses and distances, to wit: beginning at a stake in the woods at the distance of 16 perches on a line drawn northwest from a boundary stone a corner of said land and running thence northeast 100 3/4 perches, thence north 46 deg. 30 min, west, 43 perches to the public road from Ross Cross Roads to Centreville, then with this road south 74 deg. west 22 perches and north 77 deg. 30 min. west 15 perches, thence south 2 deg. 30 min. west 98.4 perches to the place of beginning, and containing 24 acres 2 roods and 13 perches.
3. All that part of a tract or parcel of land called Okenthorpe lying and being in Queen Anne's County, which is contained within the following metes and bounds, beginning at a stake at the northeast corner of said lot and running thence southwest 70 perches, south 1.3 perches, thence south 46 deg. west 40 perches, thence south 78 deg. 30 min. west 33 1/2 perches, thence west 4 perches, thence south 86 deg. 30 min. west 11 1/2 perches, thence south 6 deg. west 2.4 perches, thence south 78 deg. 30 min, west 43.7 perches to a stone in the woods, thence south 45 deg. east 20 perches, thence north 67 deg. east 178.8 perches, thence north 15 deg. west 4 perches, thence North 40 deg. west 9 perches, thence north 24 deg. west 10 perches, thence north 12 deg. east 4 perches, thence north 12 deg. 30 min, west 19 perches to the place of beginning, and containing 19 acres 1 rood and 34 perches of land.

BEING the same land that was conveyed to the said Howard E. Price by deed from William J. Price, widow, dated June 24, 1904 and recorded among the Land Records of said County in Liber J. E. G., No. 6, folio 364.

4. BEGINNING at the corner designated "A" according to the plot of this land made by James W. Thompson, surveyor of Queen Anne's County, and running thence north 73 deg. 30 min. west 18 perches, thence north 59 deg. west, 48.2 perches, thence north 64 deg. 15 min. west. 10.2 perches, thence north 79 deg. west 8 perches, north 62 deg. west 9.8 perches, thence south 33 deg. west 10 perches, thence north 62 deg. west 32 perches, thence south 67 deg. 30 min. west 2.8 perches, thence north 35 deg. 30 min. west, 6 perches, thence south 48 deg. west 14 perches, thence north 82 deg. west 5 perches, thence south 40 deg. west 15.7 perches, thence south 88 deg. 30 min. west 8.3 perches. thence south 71 deg. west 4 perches, thence south 30 deg. 45 min. west 32 perches, thence south 59 deg west 11 perches, thence north 75 deg west 12 perches, thence south 79 deg west 11 perches, thence south 52 deg, 30 min west 17 perches, thence south 88 deg west 14 perches, thence south 65 deg west 26 perches, thence south 40 deg west 26 perches, thence south 25 deg west 11 perches, thence south 51 deg west 21.8 perches, thence south 13 deg. east 17 perches, thence south 17 deg, west 14.5 perches, thence south 69 deg west 14 perches, thence south 35 deg west 2.5 perches, thence south 49 deg 30 min. east 10.5 perches, thence south 37 deg east 10 perches, thence south 71 deg 15 min east 41.7 perches. thence north 82 deg east 34 perches, thence south 64 deg 30 min east 20 perches, thence south 51 deg 30 min east 55 perches, thence north 5 deg 30 min east 57½ perches, thence north 64 deg. east 40 perches, thence north 70 deg east 50 perches, thence north 75 deg east 36 perches, thence north 59 deg east 26.5 perches, thence north 68 deg east 33.5 perches, thence north 1 deg east 21 perches, thence north 17 deg 30 min west 19 perches to the place of beginning, containing 222 acres 3 roods and 22 perches of land, more or less.

5. Beginning at a stone standing in the corner of the fence where the said lot of woodland joins the farm of the said Christopher Price on which he resided at the time of his death and running from thence north 64 deg 30 min west 32.8 perches, thence north 3 deg west 2½ perches, then north 81 deg 30 min east 12.9 perches, then north 15 deg east 4 perches, then north 81 deg east 4.8 perches, then south 10 deg 30 min east 4 perches, then north 77 deg 45 min east 4 perches, then north 54 deg east 10 perches, then north 45 deg west 6.8 perches, then north 82 deg east 4 perches, then south 67 deg 30 min east 4 perches, then north 23 deg 30 min east 6 perches, then north 21 deg west 2 perches, then north 58 deg east 5 ¾ perches, then north 8 deg east 6½ perches, then south 65 deg east 86 perches, then south 3 deg 45 min west 40 perches, then north 65 deg west 88½ perches, and then south 28 deg. west 9.2 perches to the place of beginning aforesaid, containing 23 acres 3 roods and 30 perches of land more or less,

EXCEPTING. All that tract of land situate, lying and being in Fifth Election District on the north side of the public road leading from Queensstown to Wye Mills and on the west side of the lane or road leading from said public road into the farm of John C. Earle, adjoining lands of said Howard E. Price and separated from the lands of said John C. Earle by said last mentioned lane or road and described as follows:

BEGINNING at the point on the north side of said Queenstown-Wye Mills road at the southeast corner of the lot hereby conveyed, where said lane or road leading into John C. Earle's farm intersects with said Queenstown-Wye Mills road, and running from thence in a northwest direction along said Queenstown-Wye Mills road 188 feet to a point where a stone is to be placed by the said of a post now standing at the end of a wire fence which is on the division line between the lot hereby conveyed and the land of said Howard E. Price, then along said line division fence 225 feet to a post which is the other end of said wire division fence and which stands on the west side of said lane or road leading into the farm of said John C. Earle, and thence along the west side of said last mentioned land or road 377 feet to beginning, containing 1/3 acre of land more or less, and the same as described in deed from Howard E. Price and Rachel A. Price his wife, to Wm. J. Price to Rachel A. Griffin, dated Dec. 24th, 1904 and recorded the same day in Liber J. E. G. No. 7, folio 199.

EXCEPTING, All that lot of land, situate lying and being in the fifth Election District on the left side of County Road leading from Queens-town to Wye Mills, and on the left side of State Road from Wye Mills to Queenstown, adjoining other property of said John P. Arrington on the west,

BEGINNING for same in the middle of said County road from Queenstown to Wye Mills opposite the west side of the west gate post of the gate formerly leading into the farm of said Howard E. Price and running thence by and with the middle of said road in a southeasterly direction, a distance of 16½ feet, thence by and with the said other property of Howard E. Price and parallel to east line of the lot of said John P. Arrington in a northeasterly direction a distance of 33 feet, more or less, to a point 20 feet distance from center of said road, then by and with said State road in a northwesterly direction, a distance of 16½ feet to said, other property of said John P. Arrington, thence by and with said other property of John P. Arrington in a southwesterly direction, a distance of 333 feet, more or less, to beginning, and the same land as described in deed from Howard E. Price and Mae H. Price, his wife to John P. Arrington, dated August 12th, 1930 and recorded in Liber B. H. T. No. 11, folio 425.

BEING the same land that was conveyed to the said Howard E. Price by deed from William J. Price and wife, dated July 9, 1892 and recorded among said Land Records in Liber W. D. NO. 7, folio 261.

6 BEGINNING for same at a point 20 feet distant in a northeasterly direction from center of said State Road where the property hereby corners with said other property of Howard E. Price, and running thence by and with said other property of Howard E. Price in a northeasterly direction, a distance of 32 feet, more or less, to a corner for the property hereby conveyed and said other property of said Howard E. Price, then still by and with said other property of said Howard E. Price in a

northwesterly direction, distance of 495 feet, more or less, to said property of the H. G. Dudley Estate thence by and with the said property of H. G. Dudley Estate in a southwesterly direction, a distance of 39 feet, more or less, to a point 20 feet distant from the center of said State Road, thence by and with via State Road south 67 deg, 28 min, east 576 feet to place of beginning.

BEING the same land that was conveyed to the said Howard E. Price by deed from John P. Arington and wife, dated August 12, 1930 and recorded among the Land Records of said County in Liber B. H. T. NO. 11, folio 424.

TOGETHER with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

For a further description of the land hereby conveyed, reference is made to the application of said Mortgagor for this loan and to the abstract of title made by the bonded abstractor and all correspondence which are the basis of this loan.

This mortgage is subject to all conveyances and reservation of sub-surface rights and of 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.

This mortgage is made to said Bank as a federal land bank doing business under an act of the Congress of the United States of America known as The Federal Farm Loan Act, and amendments thereof and is to be in all respects subject to and governed by the terms and provisions thereof; provided however, that in lieu of the provision therein in regard to payments on the loan after the expiration of the five period, it is understood and agreed that after five years from the date of this mortgage, said Mortgagor may upon any regular instalment payment date make any number of full instalment payments on account of the principal of this loan, or pay the entire amount then due. Such additional instalment payments so made, in any, shall not reduce thereafter the periodical instalment payments herein contracted to be made, but shall operate to discharge the debt secured hereby at an earlier date by reducing the percentage of such anticipated instalment payments applicable to interest and increasing the percentage applicable to principal.

Said Mortgagor covenants that he will warrant generally the property hereby conveyed; that he has a good right to convey the same; that the same is free from all incumbrances; that he will execute such further assurances of said land as may be requisite; that he will pay or cause to be paid said principal sum and all accrued interest thereon at the times and in the manner herein provided for; that as to all such instalment payments that may not be paid when due he will pay interest thereon from the date of maturity until paid at the highest rate allowable under the laws of this state not exceeding eight per centum per annum; that he will pay when due all taxes, assessments, public dues, and charges now or hereafter to be levied, or assessed on said property and will forthwith send to said Bank his receipt for such payments; that he will during the life of this mortgage keep insured to the satisfaction of said Bank and of the Land Bank Commission in the amount of at least \$4300.00 all buildings on said land the value of which was a factor in determining the amount of said loan and will cause such insurance to be made payable to said Bank as its interest may appear at the time of loss and will deliver or cause to be delivered the policy or policies for the same to said Bank, and if at his option and subject to the general regulations, if any, of the Land Bank Commissioner he exercises his election to have any of the sums so received by the Bank used for the reconstruction of the buildings destroyed, it shall be optional with said Bank as to what insurable buildings shall be so reconstructed or replaced and as to how and to whom it shall disburse or dispose of the money during the progress of the work of reconstruction and that if it elects to turn the money over directly to the mortgagor the same will be forthwith applied by him to the reconstruction of such buildings, and in the absence of any such general regulation of the Land Bank Commissioner on the subject, when said Bank shall have mailed to him at his latest known address, its draft or check for such sum or sums, the same shall be a valid acquittance to it of all obligation or liability against it in regard to the disposition of such sum or sums, any claim of any person to the contrary notwithstanding; that upon his failure to pay when due any such taxes, assessments, public dues or charges, or upon his failure to take out such insurance, made payable as above provided, said Bank may pay such taxes, assessments, public dues or charges and take out such insurance and the sum or sums so paid/it shall become a part of this mortgage debt and be due and payable immediately when so paid, together with simple interest thereon at the highest rate allowable under the laws of this state, not exceeding eight per centum per annum; that he will not alien, by deed, mortgage or otherwise, the property hereby conveyed without first having notified Bank in writing and received its written consent for the same; that the representations made to said Bank by him in his application for this loan as to the purpose or purpose for which the money lent on this mortgage was borrowed are true, and that he will apply the money so secured for such purpose or purposes, 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 neglect or permit any unreasonable depreciation in value of said property or the buildings thereon, 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 operated or exercised, he will pay to, and he hereby assigns to said Bank, all such rents, profits, royalties and revenues, and such sum or sums when received by it in amount sufficient to cover any full instalment payment, shall be applied by said Bank 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 if in the opinion of said Bank this mortgage has not been so executed and recorded as to constitute a valid first lien on the property hereby conveyed, he will immediately and at his own expense have the same re-executed and re-recorded to the satisfaction of said Bank, and upon his failure so to do, said Bank may have the same done and any expense so incurred shall become a part of the mortgage debt and be due immediately upon payment by the Bank, with interest from the date of payment.

Said Mortgagor further covenants that upon the failure of said Mortgagor, his heirs, personal representatives and assigns, to perform any one or more of the covenants or obligations herein undertaken by him, then at the election of said Bank, its successors or assigns, the whole of the debt hereby secured shall thereupon become immediately due and demandable and it shall be lawful for said Bank, its successors or assigns, at any time after the exercise of such election 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 grant and 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 such 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, 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.

SAID Mortgagor further covenants that if, after such election by the Bank to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Bank is made whereby the contract evidenced by this mortgage and the note which it secured 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 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 Bank; and that if after the exercise by said Bank of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Bank shall not be required to accept the same, unless and until with such principal interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, also a fee of \$50.00 to compensate the person designated to make sale for his service 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 Bank makes its election to call the loan as above provided shall pass with the said mortgage property to the purchaser at any such sale.

WITNESS the hands and seals of the said Mortgagors;

Test:
Frances Butler

Howard E. Price (SEAL)
Mae H. Price (SEAL)

STATE OF MARYLAND,

QUEENANNE'S COUNTY, TO WIT:

I hereby certify that on this eleventh day of December in the year one thousand nine hundred and THIRTY THREE, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared HOWARD E. PRICE and MAE H. PRICE, his wife and acknowledged the foregoing mortgage to be their 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 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.

Notary Public
Seal

FRANCES BUTLER
Notary Public.

My commission expires May 6, 1935.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 17, folios 30 etc., a land Record Book for Queen Anne's County,

Seals
Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this eighteen the day of October, in the year nineteen hundred and thirty nine!

A. Sydney Gadd Jr.
Clerk.

CERTIFIED COPY OF MORTGAGE
EXHIBIT NO. 7
Filed October 18th 1939

.....

#16, 377 QUEEN ANNE'S COUNTY TO WIT: Be it remembered that on the Eleventh day of December, in the year nineteen hundred and thirty three, the following Mortgage was brought to be recorded, to wit:-

M A R Y L A N D

A M O R T I Z A T I O N M O R T G A G E

THIS MORTGAGE, made the EIGHTTH DAY of DECEMBER in the year nineteen hundred and THIRTY THREE, by and between HOWARD E. PRICE and MAW H. PRICE, his wife, 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 \$1300.00 this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory not, dated December 1, 1933 for said principal sum of \$1300.00, 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 JUNE and DECEMBER in each year, said principal sum being payable on an amortization plan and in NINETEEN equal successive semi-annual instalments of \$65.00 each, the first such instalment being payable on the FIRST day OF JUNE, 1937, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of \$65.00 payable on the FIRST day of DECEMBER, 1946, 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 six tracts or parcels of land situated in Fifth and Sixth Election District, Queen Anne's County, in the State of Maryland, containing in the aggregate three hundred eighty (380) acres, more or less, and more fully described in a mortgage from Haward E. Price and Mae H. Price, his wife, to The Federal Land Bank fo Baltimore, dated December 8th, 1933, which description is hereby referred to and made a part hereof as though textually incorporated herein.

BEING the sameland that was conveyed to the said Howard E. Price by deed from Willian J. Price, widow, dated June 24, 1904 and recorded among the Land Records of said County in Liber J. E. G., No. 6, folio 364. Also being the same land that was conveyed to the said Howard E. Price by deed from William J. Price and iwfe, dated July 9, 1892 and recorded among said Land Records in Liber W. D. No. 7, folio 261. Also being the same land that was conveyed to the said Howard E. Price by deed from John P. Arington and wife, dated August 12, 1930 and recorded among said Land Records in Liber B. H. T. No. 11, folio 424.

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 there on at the times and in the manner herein set out a 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 instlments of principal of the aforesaid debt, or the entire unpaid balance of said 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 or principal provided for vy 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 eighth day of December, 1933, in favor of The Federal Land Bank of Baltimore and on this day owned by Federal Land Bank of Balto, 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 certifies copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payments on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; 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 husband like 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 clause 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 indebtedness 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, judgment 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 live 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 amounts 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 expenses 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 Mortgager 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 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 regards 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 evidence 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 for, 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 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 hands and seals of the said Mortgagors.

TESTE:

FRANCES BUTLER

Howard E. Price

Mae H. Price

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this eleventh day of December, in the year one thousand nine hundred and thirty-three, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared HOWARD E. PRICE and MAE H. PRICE, his wife, and acknowledged the foregoing mortgage to be their 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.

Notary Public
Seal.

My commission expires May 6., 1935.

FRANCES BUTLER
Notary Public

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 17, folios 36, etc., a Land Record Book for Queen Anne's County,

SEALS
PLACE.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Eighteenth day of October, in the year nineteen hundred and thirty nine.

A. Sydney Gadd Jr.
Clerk.

CERTIFIED COPY OF THE
LAST WILL AND TESTAMENT
EXHIBIT NO. 8
Filed October 18th, 1939

L, Howard E. Price, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my last will and testament, in manner following, that is to say:

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

ITEM ONE, I do hereby give and bequeath all of my personal estate of whatsoever kind and nature, whenever acquired and wheresoever located, of which I die possessed or in any way entitled to, unto my wife, Mae H. Price, absolutely.

ITEM TWO. I do hereby give and devise all of my undivided interest and estate of, in and to the lot or parcel of land and dwelling where I now reside (and which I purchased from the trustee in bankruptcy of my daughter, Anna H. Rhodes), unto my wife, Mae H. Price, absolutely and in fee simple.

ITEM THREE. All the rest, residue and remainder of my real estate, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled thereto under the laws of the State of Maryland as my heirs had I not made this my last will and testament and had died intestate, that is to say: unto my wife and all of my children, in the same proportions each would have been entitled thereto had I died intestate.

ITEM FOUR, I do hereby constitute and appoint my said wife, Mae H. Price, to be the executrix of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me, and I do hereby request and direct that my said wife shall be excused from the necessity of giving bond for the performance of her duties as such executrix.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 9th day of April, 1938:

Howard E. Price (SEAL)

SIGNED, sealed, published and declared by the above named, testator, Howard E. Price, as and for his last will and testament, in the presence of us, who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses hereto:

Wm. R. Horney

Hilda T. Seward

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

On the 21st day of March, A. D., 1939, came William R. Horney, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Howard E. Price, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the lock box of the deceased in The Centreville National Bank of Maryland, on or about the 11th day of March, A. D., 1939.

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 21st day of March, 1939, came Hilda E. Seward, one of the subscribing witnesses to the foregoing last Will and Testament of Howard E. Price, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testator sign and seal said Will; that she heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with William R. Horney 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.

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

On the 21st day of March, 1939, came William R. Horney, one of the subscribing witnesses to the foregoing last will and Testament of Howard E. Price, late of Queen Anne's County, deceased, and made oath in form of law that he did see the Testator signs and seal said Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Hilda T. Seward 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.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of Howard E. Price, late of Queen Anne's County, deceased, having been exhibited for probate and no objection thereto having been made although notice according to law, appeared 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 21st day of March, A.D., 1939, that he same be admitted in this Court as the true and genuine last will and Testament of the said Howard E. Price, deceased.

Henry C. Bowen

C. Tilghman Bishop

Harry B. Moore

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 foregoing is a true and whole copy of the LAST WILL AND TESTAMENT of Howard E. Price, deceased, which was duly probated by the Orphans' Court of Queen Anne's County, Maryland, and is now recorded among the Will Records of said county in Liber N. S. D. #1, folio 109, etc.

In Witness Whereof I hereunto subscribed my name and affix the seal of my office this 18th day of October, 1939.

Seals
Place.

Norman S. Dudley
Register of Wills

CERTIFIED COPY OF FIRST ADMINISTRATION ACCOUNT OF MAE H. PRICE EXECUTRIX OF WILL HOWARD E. PRICE, EXHIBIT NO. 9.
Filed October 18th 1939.

IN REESTATE OF HOWARD E, PRICE,
DECEASED.

IN THE ORPHANS' COURT OF
QUEEN ANNE'S COUNTY
NO. 2281

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,)

TO WIT:

THE FIRST ADMINISTRATION ACCOUNT OF MAE H. PRICE, EXECUTRIX OF THE LAST WILL AND TESTAMENT OF HOWARD E. PRICE, DECEASED.

This accountant charges herself with the personal estate of her decedent, as follows, to wit:

- 1. With the appraised value of the personal property of the decedent per inventory of same returned and filed in this Court on the 11th day of April, 1939, to wit: the sum of - - - - - \$1,305.00

2. With the amount of the separate debts due the decedent at the time of his death per inventory or list of debts returned and filed in this Court on the date of the filing of this account, to wit: the sum of - - - - - \$38.54

3. With the amount of net cash to the credit of the decedent's insurance and bonding business at the time of his death, to wit: the sum of - - - - - 826.29

4. With the net profits from the decedent's said insurance and bonding business from the date of his death to the date of this account, to wit: the sum of - - - - - 111.40

5. With the divided received on the bank stock of the deceased declared June 30th, 1939, to wit: the sum of - - - - - 2.10

6. And with the amount of rents received from the farms of the deceased as follows, to wit:

Clover Field:			
Wheat,	- - - - -	\$243.17	
Barley	- - - - -	120.00	
Soil Conservation,	- - - - -	<u>35.60</u>	\$398.77
Okenthorpe:			
Wheat	- - - - -	65.98	
Soil Conservation	- - - - -	<u>18.87</u>	84.85
			<u>483.62</u>

TOTAL ASSETS OF THIS ESTATE, - * - - - - - \$2,766.95

And this Accountant craves allowance for the following payments and disbursements, to wit:

1. For cash paid to Harry F. Callahan and L. Tilghman Hayden, for their fees as appraisers of both the real and personal estate, to wit: - - - - - \$ 8.00

2. For cash paid to U. S. F. & Co. Company, for the premium on the bond of this accountant as executrix, per receipt, to wit: - - - - - 25.00

3. For cash paid to The Queen Anne's Record and Observer Publishing Company, for advertising the notice to creditors, per receipt, to wit: - - - - - 4.75

4. For cash paid to Barton Brothers, for the funeral expenses of the deceased, per receipt, to wit: - - - - - \$325.00

5. For an allowance to Mae H. Price, for the widow's allowance to which she is entitled in accordance with law, to wit: - - - - - 150.00

6. For cash paid to The Federal Land Bank of Baltimore and to said Bank as agent for the Land Bank Commissioner and the Federal Farm Mortgage Corporation, for the principal and interest payments due April 16th, 1939, on the mortgaged against the farms of said deceased, plus the interest on said payments from said 16th day of April, 1939, to the date of the filing of this account, per receipts, to wit - - - - - 259.35

7. For cash paid to Barton Brothers, for their claim against the deceased, allowed by Court, per receipt, to wit: - - - - - 30.25

8. For cash paid to Anna H. Rhodes, for her not against William Ellsworth Price, endorsed by the deceased, allowed by Court, including interest from February 3rd, 1939, to the date of the filing of this account, per receipt, to wit: - - 260.59

9. For cash paid to Sunset Pharmacy, for its claim against the deceased, allowed by Court, per receipt, to wit: - - - - - 8.20

10. For cash paid to Dr. H. F. McPherson, for his claim against the deceased for medical service, allowed by Court, per receipt, to wit: - - - - 24.00

11. For an allowance to Mae H. Price, for her note against the deceased, allowed by Court, to wit: - - - - - 2,663.78

12. For cash paid to Norman S. Dudley, Register of Wills, for the direct inheritance tax due the State of Maryland, on the real estate of the deceased, arrived at as follows, per receipt, to wit: - - - - -

13	Total value of the real estate, - - - - -	\$11,750.00	
	Less the mortgage indebtedness due thereon:		
	Federal Land Bank of Baltimore, \$6,841.63		
	Interest thereon to date of death, - - - - -	<u>96.44</u>	\$6,938.07
	Land Bank Commissioner, - - - - -	<u>\$1,105.00</u>	
	Interest thereon to date of death, <u>17.94</u>	1,122.94	8,061.01
			<u>3,688.99</u>
	Less over payment of personal estate, exclusive of said tax, - - - - -	<u>1,302.12</u>	
	Direct inheritance tax of 1% of the sum of - - - - -	\$ 2,386.87	23.87

13. For cash paid to Norman S. Dudley, Register of Wills, for his costs and expenses incident to the administration of this estate, per receipt, to wit: - - - - - 33.45

14. And for commissions as executrix retained by this accountant on the total amount of the personal estate, that is to say, 10% of the sum of \$2,766.95, to wit: - - - - - 276.70

Less the state tax thereon of 1% of said sum of
 \$2,766.95,-----27.67 27.67
 Leaving this net amount of commissions retained by
 this accountant,-----*----- 249.03

TOTAL DISTURSEMENTS AND ALLOWANCES ON THIS ESTATE,*-----\$ 4,092.94

RECAPITULATION

set forth, ----- \$ 4,092.94
 Total amount of distruments and allowances, as above
 Total amount of assets, as above set forth,----- 2,766.95
 ESTATE OVER PAID,*----- 1,325.99

TO THE HONORABLE , THE JUDGE OF SAID COURT:

Your Accountant, Mae H. Price, Executric of the last will and testament of Howard E. Price, deceased, hereby respectfully submits the foregoing First Administration Account of the persoanl estate of said Howard E. Price, deceased.

Mae H. Price
 (Mae H. Price).
 Executrix.

STATE OF MARYLAND,)
) TOWIT:
 QUEEN ANNE'S COUNTY,)

I HEREBY CERTIFY that on this 17th day of October, 1939, before me, the subscriber, the Register of Wills for Queen Anne's County, Maryland, personally appeared, Mae H. Price, Executrix of the last will and testament of Howard E. Price, deceased, and made oath, in due form of law, that the matters and things stated in the foregoing FIRST ADMINISTRATION ACCOUNT are true as therein set forth, that said Account is just and true as stated, and that she has paid or secured to be paid the several allowances therein craved, to the best of her knowledge and belief.

Norman S. Dudley

ORDER OF COURT

The within and foregoing FIRST ADMINISTRATION ACCOUNT of the personal estate of Howard E. Price, deceased, having been examined by the Orphans' Court of Queen Anne's County, Maryland, IT IS ORDERED, this 17th day of October, 1939, by said Court, and by the authority of said Court, that said Account be and the same is hereby approved, finally ratified and confirmed, and said Account is hereby ordered to be received, filed and recorded; and it is hereby further ordered that Mae H. Price, Executric of the last will and testament of Howard E. Price, deceased, having overpaid the personal estate, transfer, assign and deliver unto herself as her individual property the seven (7) shares of the capital stock of The Centreville National Bank of Maryland, and the fire insurance and bonding business of said deceased, she having charged herself with said bank stock and business in said within and foregoing first administration account at their appraised value.

Henry C. Bowen

C. Tighman Bishop

Harry B. Moore
 Judges of the Orphan s' Court of
 Queen Anne's County.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the first administration account of Mae H. Price, executrix of the last will and testament of Howard E. Price, deceased, as filed and passed in this office on October 17, 1939 and recorded among the Adiministration Accounts in the Orphans' Court for Queen Anne's County, Maryland.

Seals Place/

In tesimony whereof I hereunto subscribe my name and affix the seal of my office this 18th day of October, 1939.

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

.....@.....
 "PLAINTIFFS' EXHIBIT No. 10"
 Filed October 18th, 1939.

THIS CONTRACT OF SALE, made this 22nd day of June, 1939, by and between Mae H. Price (widow), and Anna H. Rhodes and Samuel T. Rhodes, Jr., her husband of Queen Anne's County, State of Maryland, Rachel A. Tamblin and Ronald J. Tamblin, her husband, of Hampshire County, State of Massachusetts, Ida S. Price, and M. Myron Price, Jr., her husband, of Sussex County, State of Delaware, John H. Price and Hazel C. Price, his wife, and Dorothy M. Price (unmarried), of Queen Anne's County, aforesaid, infants, by Mae H. Price, their mother and next friend, parties of the first part, and J. Herbert Carter, of Queen Anne's County aforesaid, party of the second part:

WHEREAS, Howard E. Price, departed this life on the 11th day of March, 1939, leaving a last will and testament, bearing date the 9th day of April, 1938, and recorded in Liber N. S. D. No. 1, folios 109, etc., a will record book for Queen Anne's County aforesaid, and seized and possessed (among other real estate) of the following described tract of land or farm, to wit:

ALL that tract of land or farm, known as "Clover Field", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the state road leading from Wyë Mills to Queenstown, and containing 246 acres of land, more or less; being the same land which was granted and conveyed unto the said Howard E. Price by the two following described deeds, to wit: (a) the deed by and between William J. Price, et al., bearing date the 9th day of July, 1892, and recorded in Liber W. D. No. 7, folios 261, etc., a land record book for Queen Anne's County aforesaid; and (b) by the deed from John P. Arrington and Missouri Arrington, his wife, bearing date the 12th day of August, 1930 and recorded in Liber B. H. T. No. 11, folios 424, etc., a land record book for Queen Anne's County aforesaid, excepting therefrom, however, those lots or parcels of land which were granted and conveyed out of said tract of land or farm by the three following described deeds, to wit: (a) the deed from Howard E. Price, et al., to Rachel A. Griffin, bearing date the 24th day of December, 1904, and recorded in Liber J. E. G. No. 7, folios 199, etc., a land record book for Queen Anne's County aforesaid; (b) the deed from Howard E. Price to the State of Maryland, bearing date the 14th day of October, 1929, and recorded in Liber B. H. T. No. 10, folios 469, etc., a land record book for Queen Anne's County aforesaid; and (c) the deed from Howard E. Price and Mae H. Price, his wife, to John P. Arrington, bearing date the 12th day of August, 1930, and recorded in Liber B. H. T. NO. 11, folios 425, etc., a land record book for Queen Anne's County aforesaid;

SUBJECT, however, to the lien and operation of the two following described mortgages upon said tract of land or farm and another tract of land or farm, known, as "Okenthorpe", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Centerville, to Roesville, and containing 134 acres of land, more or less, to wit: (a) the mortgage from Howard E. Price and Mae H. Price, his wife, to The Federal Land Bank of Baltimore, for the sum of \$7,200.00, (on which there is a balance due of \$6,841.63 and interest from October 16th, 1938) bearing date the 8th day of December, 1933, and recorded in Liber B. H. T. No. 17, folios 30, etc., a land record book for Queen Anne's County aforesaid; and (b) the mortgage from Howard E. Price and Mae H. Price, his wife, to the Land Bank Commissioner, for the sum of \$1,300.00 (on which there is a balance due of \$1,105.00 and interest from October 16th, 1938), bearing date the 8th day of December, 1933, and recorded in Liber B. H. T. No. 17, folios 36, etc., a land record book for Queen Anne's County aforesaid;

AND WHEREAS, said Howard E. Price 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:

"Item Three, All the rest, residue and remainder of my real estate, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to, I do hereby give and devise unto those who would have been entitled thereto under the laws of the State of Maryland as my heirs had I not made this my last will and testament and had died intestate, that is to say; unto my wife and all of my children, in the same proportions each would have been entitled thereto had I died intestate";

AND WHEREAS, said tract of land or farm known as "Clover Field" was a part of the rest, residue and remainder of the real estate of which said Howard E. Price died seized and possessed:

AND WHEREAS, said Mae H. Price, widow of said Howard E. Price, and said Anna H. Rhodes, Rachel A. Tamblin, Ida S. Price, John H. Price, Dorothy M. Price, William E. Price and Howard E. Price, children of said Howard E. Price, are the persons who would have been entitled to said tract of land or farm known as "Clover Field" under the laws of the State of Maryland as the heirs of said Howard E. Price had he not made said last will and testament and had died intestate;

AND WHEREAS, the parties of the first part have agreed to sell unto the party of the second part, at and for the sum of Ten Thousand Two Hundred and fifty Dollars (\$10,250.00), upon the terms and conditions hereinafter set forth, all that tract of land or farm known as "Clover Field" and hereinbefore described in the first recital of this contract of sale;

NOW THEREFORE, THIS CONTRACT OF SALE WITNESSETH, that for and in consideration of said sum of Ten Thousand Two Hundred and Fifty Dollars (\$10,250.00), to be paid as hereinafter set forth, said parties of the first part do hereby agree to sell, free and clear of any and all liens and encumbrances of whatsoever kind or nature, unto said party of the second part, and said party of the second part does hereby agree to purchase, free and clear of any and all liens and encumbrances as aforesaid, from said parties of the first part, all that tract of land or farm known, as "Clover Field" so as aforesaid hereinbefore described in the first recital of this

contract of sale, upon the following terms and conditions, that is to say;

1. PAYMENT OF PURCHASE MONEY. The sum of Ten Hundred and Twenty Five Dollars (\$1,025.00) shall be paid in cash upon the execution and delivery of this contract of sale, and the balance thereof, to wit: the sum of Nine Thousand Two Hundred and Twenty Five Dollars (\$9,225.00) shall be paid in cash or be certified check upon the final ratification of the sale under this contract of sale by the Circuit Court for Queen Anne's County in Equity.

2. POSSESSION, The purchaser shall be given possession upon the final ratification of the sale by said Court.

3. CROPS, . The landford's share of the wheat and barley crops now harvested or about to be harvested on said farm shall be and remain the property of the estate of said Howard E. Price, deceased; and all other crops now growing or to be grown upon said farm during the current year shall become and be the property of the purchaser.

4. TAXES. The purchaser shall pay all state, county and school taxes for the current year, and all taxes now due and in arrear, if any, shall be paid by the vendors.

5. FIRE INSURANCE PREMIUMS, All premiums for fire insurance covering the building on said farm shall be adjusted as of the date of final settlement for said farm.

6. INTEREST ON MORTGAGES, The interest on said mortgaged hereinbefore referred to and described shall be paid by the vendor to the date of final settlement for said farm.

7. CHANCERY PROCEEDINGS. The proceedings in chancery to procure the ratification of the sale under this contract of sale by the Circuit Court for Queen Anne's County in Equity shall be brought in the name of Anna H. Rhodes and Samuel T. Rhodes, Jr., her husband, Rachel A. Tamblin and Ronald J. Tamblin, her husband, and Ida S. Price, and M. Myron Price, Jr., her husband, against Mae H. Price, widow, John H. Price and Hazel C. Price, his wife, and Dorothy M. Price, and William E. Price and Howard E. Price, infants, and J. Herbert Carter, and such other persons and bodies corporate as may be necessary to assure the purchaser a good and marketable fee simple title to said farm, free and clear of all liens and encumbrances of whatsoever kind or nature.

8. COSTS AND EXPENSES, All costs and expenses incident to said chancery proceeding and one-half of 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.

9. RECEIPT OF INITIAL DEPOSIT. It is understood that said William R. Horney shall receive the initial payment of One Thousand and Twenty Five Dollars (\$ 1,025.00) and deposit the same to his credit as trustee in the case of "Rhodes vs. Price" in The Centreville National Bank of Maryland, subject to the future order of 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 duplicate, the day and year first above written:

<p>TEST: (as to Mae H. Price, Individually, and as mother and next friend to William E. Price and Howard E. Price, infants, Anna H. Rhodes, Samuel T. Rhodes, Jr., John H. Price, Hazel C. Price, Dorothy M. Price and J. Herbert Carter).</p> <p><u>Hilda T. Seward</u> (Hilda T. Seward)</p>	<p><u>Mae H. Price</u> (SEAL) (Mae H. Price)</p> <p><u>Anna H. Rhodes</u> (SEAL) (Anna H. Rhodes)</p> <p><u>Samuel T. Rhodes</u> (SEAL) (Samuel T. Rhodes)</p> <p><u>Rachel A. Tamblin</u> (SEAL) (Rachel A. Tamblin)</p>
<p>TEST: (as to Rachel A. Tamblin and Ronald J. Tamblin).</p> <p><u>Ida W. Taber</u></p>	<p><u>Ronald J. Tamblin</u> (SEAL) (Ronald J. Tamblin)</p> <p><u>Ida S. Price</u> (SEAL) (Ida S. Price)</p>
<p>TEST: (as to Ida S. Price and M. Myron Price, Jr.)</p> <p><u>Hilda T. Seward</u> (Hilda T. Seward)</p>	<p><u>M. Myron Price Jr.</u> (SEAL) (M. Myron Price Jr.)</p> <p><u>John H. Price</u> (SEAL) (John H. Price)</p> <p><u>Hazel C. Price</u> (SEAL) (Hazel C. Price)</p> <p><u>Dorothy M. Price</u> (SEAL) (Dorothy M. Price)</p>
	<p><u>William E. Price</u> By <u>Mae H. Price</u> (SEAL) (Mae H. Price) His mother and next friend.</p> <p><u>Howard E. Price,</u> By <u>Mae H. Price</u> (SEAL) (Mae H. Price) His mother and next friend, Vendors</p>

J. Herbert Carter (SEAL)
(J. Herbert Carter),
Purchaser.

.....
SUPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed October 23rd. 1939

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

(SEALS PLACE)

TO Mae H. Price, Individually

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a court of Equity, at Centreville, in said county, on the first Monday of November next, to answer the complaint of Anna H. Rhodes, 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 October 1939.

Issued the 18th day of October 1939

William R. Horney

A. Sydney Gadd Jr. Clerk.

Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk

.....
SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER :
Filed October, 23rd. 1939.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

(SEALS)
(Place)

Mae H. Price, Executrix of the Last Will and Testament of
Howard E. Price, deceased

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's county, as a Court of Equity, at Centreville, in said county, on the first Monday of November next, to answer the complaint of Anna H. Rhodes, 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 October 1939.
Issued the 18th day of October 1939.

William R. Horney

A. Sydney Gadd Jr. Clerk

Solicitor for Complainants

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

A. Sydney Gadd Jr. Clerk

.....

SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER.
Filed October 23rd. 1939.

QUEEN ANNE'S COUNTY TO WIT:

THE, STATE OF MARYLAND

TO:

Dorathy M. Price Benton
and F. Dudley Benton, her husband.

SEALS
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 Queens Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of November next, to answer the complaint of Anna H. Rhodes, 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 October 1939. Issued the 18th day of October 1939.

William R. Horney

A. Sydney Gadd Jr. Clerk.

Solicitor for Complainants

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

A. Sydney Gadd Jr. Clerk,

.....
SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.
Filed October, 23rd. 1939.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal)
Place.)

John H. Price and Hazel C. Price, 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 November next, to answer the complaint of Anna H. Rhodes, et al. against you in said court exhibited.

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of October 1939 Issued the 18th, day of October 1939.

William R. Horney

A. Sydney Gadd Jr. Clerk.

Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk

.....
SUBPOENA FOR RESPONDENT TO APPEAR AN ANSWER
FILED October 23rd. 1939.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

To William E. Price, infant
Seals
Place

OF QUEEN ANNE'S COUNTY , GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear ^{before} the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of November next, to answer the complaint of Anna H. Rhodes and Samuel T. Rhodes Jr. Her husband et al. against you in said court exhibited.

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

WITNESS , The Honorable Willia Mason Shehan Chief Judges of our said Court, the first Monday of October 1939 Issued the 18th day of October 1939.

William R. Horney

A. Sydney Gadd Jr. Clerk.

Solicitor for Complainant

TO THE DEFENDANT: you are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of

November next, being the Return Day.

A. Sydney Gadd Jr. Clerk.

.....
SUBPOE NA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed October 23rd. 1939.

QUEEN ANNE'S COUNTY, TO WIT:

Seals) THE STATE OF MARYLAND
Place)

TO
Howard E. Price, Infant

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear Before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of November next, to answer the complaint of Anna H. Rhodes, 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 October 1939
Issued the 18th day of October 1939

William R. Horney

A. Sydney Gadd Jr.

Solicitor for Complainant

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

A. Sydney Gadd Jr.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
FILED October 23rd. 1939.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO J. HERBERT CARTER
(Seals Place)

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of November next, to answer the complaint of Anna H. Rhodes 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 October 1939
Issued the 18th day of October 1939

William R. Horney

A. Sydney Gadd Jr.

Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed October, 24th, .1939

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Land Bank Commissioner
(Seals 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 November next, to answer the complaint of Anna H. Rhodes and Samuel T. Rhodes Jr. , Her husband, et al, against you in said Court exhibited.

Hereof failnot , 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 October 1939 Issued the 18th day of October 1939

William R. Horney A. Sydney Gadd Jr. Clerk.
Solicitor for Complainants

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

A. Sydney Gadd Jr. Clerk.

And on the back of the foregoing is thus endorsed:
Summoned The Land Commissioner, by service on the Federal LandBank of Baltimore, a corporation, Agents, bu service on C. R. Crider. Vice- President, and a copy of the Process left with said Vice President Barrett 10-21-39.

Filed Oct. 24, 1939! Joseph C. Duganif Sherriff.

.....
SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER Filed 24,1939.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO THE FEDERAL LAND BANK OF BALTIMORE, A Body Corporate.

(Seals Place)

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be a nd appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of November next, to answer the complaint of Anna H. Rhodes and Samuel T, Rhodes Jr. her 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 October 1939 Issued the 18thday of October 1939

William R. Horney A. Sydney Gadd Jr. Clerk
Solicitor for Complainants

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

A. Sydney Gadd Jr. Clerk.

And on the back of the aforgoing is thus endorsed to wit;
Summoned The Federal Land Bank of Baltimore, a corporation by service on C. R. Crider, Vize-President, and a copy of the Process left with said Vice- President, also Notice of said summoned left at the principal office of said corporation Barrett 10- 21-39

Filed Oct. 24, 1939. Joseph C. Dugan Sherriff.

ORDER TO ENTER APPEARANCE
Filed November 3rd. 1939

ANNA H. RHODES: et al,
Plaintiffs

vs,

MAE H. PRICE, widow
individually, and as
executrix of the last
Will and Testament of
HOWARD E, PRICE, deceased; et al
Defendants

:
: IN THE CIRCUIT COURT FOR
:
: QUEEN ANNE'S COUNTY, MARYLAND
:
: IN EQUITY
: NO 3227 CHANCERY
:
:

Mr. Clerk:

Please enter our appearance on behalf of The Federal Land Bank of Baltimore.

Thomas M. Harrington
Madison Brown
Solicitors

Filed Nov. 3rd. 1939

ORDER TO ENTER APPEARANCE
Filed November 3rd. 1939

ANNA H. RHODES: et al,
Plaintiffs

vs.

MAE H. PRICE, widow
individually, and as
executrix of the last
Will and Testament of
HOWARD E, PRICE, deceased; et al ,
Defendants.

:
: IN THE CIRCUIT COURT FOR
:
: QUEEN ANNE'S COUNTY, MARYLAND
:
: IN EQUITY
: NO 3227 CHANCERY
:
:

Mr. Clerk:

Please enter pur appearance on behalf of the Federal Farm Mortgage Corporation.

Thomas M. Harrington
Madison Brown
Solicitors

Filed November 3rd. 1939

PETITION

Filed November 3rd. 1939

ANNA H. RHODES, et al,
Plaintiffs

vs.

MAE H. PRICE, widow, indivdually,
and as executirx of the last
Willand Testament of
HOWARD E, PRICE, defeased;
et al, Defendants

:
: IN THE CIRCUIT COURT FOR
:
: QUEEN ANNE'S COUNTYM MARYLAND
:
: IN EQUITY
: NO.3227 CHANCERY
:
:

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Federal Farm Mortgage Corporation, a corporation , organized and existing under and by virtue of an Act of Congress of the United States of America, approved January 31, 1934, cited as the "Federal Farm Mortgage Corporation Act", respectfully represents unto your Honors:

FIRST: That on the 8th day of December, 1933, Howard E. Price and Mae H. Price, his wife, executed and delivered to the ,and Bank Commissioner a mortgage on all those certain tracts of land lying in Queen Anne's County, Maryland, and containing 378 acres, more orless, in which was included as a portion thereof all the land recited in the Bill of Complaint in this cause, said mortgage being to secure the repayment of the sum of \$1300.00 and interest due thereon, which said mortgage is recorded among the Land Records of said County in Liber B. H. T. No. 17, folio 36.

SECOND: That the mortgage described herein was executed and de-

livered to the Land Bank Commissioner and official of the United States, acting pursuant to the provisions of Part 3 of the Emergency Farm Mortgage Act of 1933, (U. S. C. Title 12, Section 1016- 1019).

THIRD: 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 said mortgage and note were transferred to the Federal Farm Mortgage Corporation,

FOURTH: That your Petitioner is advised that the land referred to in said Bill of Complaint is the same land described more fully in the hereinbefore mentioned mortgage now owned by your Petitioner.

FIFTH: That in the Bill of Complaint as filed in the above entitled cause, the Land Bank Commissioner was made a party defendant.

SIXTH: That your Petitioner, who is the true and lawful owner of said mortgage, was not made a party defendant in said cause, on account of the Land Bank Commissioner being the owner of record of said Mortgage.

SEVENTH: That to amend said Bill of Complaint and make your Petitioner a party defendant would cause unnecessary delay and expense, and it is the desire of your Petitioner to be made a party defendant by consent, if agreeable to this Honorable Court, and to file an Answer to said Bill of Complaint.

WHEREFORE, your Petitioner respectfully prays your Honors to pass an Order directing that it be made a party defendant by consent as aforesaid, and that the Clerk of the Court be ordered to enter its name as a party defendant in said cause, and that it be granted leave to file an Answer to said Bill of Complaint.

Thomas M. Harrington

Madison Brown
Solicitors for Petitioner

Filed Nov. 3rd. 1939

I hereby assent to the passage of the Order as Prayed.

WM. R. Horney
Solicitor for Complainant

.....P.....
ORDER TO STRIKE OUT LAND BANK
COMMISSIONER AS A PARTY DEFENDANT
Filed November 3rd. 1939

ANNA H. RHODES, ET AL, : In the Circuit Court for
VS. : Queen Anne's County in
MAE H. PRICE, widow, etc., : Equity.
Et AL. : Cause No. 3227.

TO THE CLERK OF SAID COURT:

Inasmuch as the Land Bank Commissioner now has no interest in the mortgage mentioned and described in the Bill of Complaint filed in the above entitled cause from Howard E. Price and Mae H. Price, his wife, to said Land Bank Commissioner, bearing date the 8th day of December, 1923, and recorded in Liber B. H. T. No. 17, folios 36, etc., a land record book for Queen Anne's County, Maryland, you will please strike out said Land Bank Commissioners as a party defendant in said cause.

Wm. R. Horney
Solicitor for Plaintiffs

.....

ORDER OF COURT.

The above Petition having been read and considered, and the Solicitor for Complainant having assented to the passage of the Order as prayed, it is this 6th day of November, 1939, by the Circuit Court of Queen Anne's County, sitting in Equity, ordered that the Federal Farm Mortgage Corporation be made a party defendant to the above entitled cause by consent, with leave to answer said Bill of Complaint, and the Clerk of the Court is hereby ordered and directed to enter the name of the said Federal Farm Mortgage Corporation as a party defendant on the docket entries in the above entitled cause.

6th
Filed Nov./1939

Thomas J. Keating
Judge.

ANSWER OF MAE H. PRICE, ET AL
Filed Dec. 19th 1939

ANNA H. RHODES, ET AL.,

VS.

MAE H. PRICE, widow, individually,
etc. ET AL.

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In the Circuit Court for
Queen Anne's County
in Equity,
Cause No. 3227.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer to Mae H. Price, individually, and as Executrix of the last will an testament of Howard E. Price, deceased, John H. Price and Hazel C. Price, his wife, Dorothy M . Price Benton, and F. Dudley Benton, her husband, and J. Herbert Carter, to the Bill of complaint of Anna H. Rhodes , et al ., against them and others in this Court exhibited.

These defenedants admits the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.,

Mae H. Price
Mae H. Price, individually, and
as executrix of the last will
and testament of Howard E. Price.
deceased.

John H. Price
(John H. Price)

Hazel C. Price
(Hazel C. Price)

Dorothy M. Price Benton
(Dorothy M. Price Benton)

F. Dudley Benton
(F. Dudley Benton)

J. Herbert Carter
(J. Herbert Carter).

B. Hackett Turner Jr.
(B. Hackett Turner, Jr.)
Solicitor .

Filed Dec. 19th 1939.

.....
PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM.
Filed Dec. 19th, 1939

ANNA H, RHODES, ET AL.,

VS.

MAE H. PRICE, widow, individually,
etc. ET AL.

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In the Circuit Court for
Queen Anne's County
in Equity.
cause no. 3227.

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The petition of Anna H . Rhodes, et al., Plaintiffs in the above entitled cause, unto your Honors, respectfully sets forth;

1. That as will appera by reference to the Bill of Complaint filed in this cause, two of the defendants, to said bill , to wit: William E. Price and Howard E. Price, are infants under the age of twenty one years.
2. That the writs of subpoena heretofore issued in this cause against said William E. Price and Howard E. Price, infants, have been duly served according to law upon said infants as will appear from the return of the Sherriff of Queen Anne's County ecdorsed on said writs and filed in this cause on the 29rd. day of October, 1939.
3. That your Petitioners are advised that said William E. Price arrived at the age of twenty one years on the 28th day of November, 1939, and that it is proper for him to answer said bill of complaint in his own behalf .
4. That your Petitioners are advised that because of the infancy of said Howard E. Price it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend this suit for said infant.

Your Petitioners, therefore, pray this Honorable Court to pass an order (a) authorizing and directing said William E. Price to answer and defend said bill of complaint in his own behalf, and (b) appointing some suitable person within the jurisdiction of this Court Guardian Ad Litem for said Howard E. Price, infant, with instructions to said Guardian Ad Litem to answer and defend said suit for said infant.

Subscribed and sworn to be William R. Horney, this 19th day of December, 1939.

Respectfully submitted,

A. Sydney Gadd Jr. Clerk.
Clerk.

Wm. R. Horney
(William R. Horney*)
Solicitor for Plaintiffs.

Filed Dec. 19th 1939.

ORDER OF COURT
Filed Dec. 20th 1939.

ORDER OF COURT

Upon the foregoing Petition and affidavit IT IS ORDERED, this 20th day of December, 1939, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that William E. Price be and he is hereby authorized and directed to answer and defend in his own behalf the suit instituted against him and others in this cause, he having arrived at the age of twenty one years on the 28th day of November, 1939; AND IT IS FURTHER ORDERED that Hilda E. Seward, of Queen Anne's County, State of Maryland, be and she is hereby appointed Guardian Ad Litem of Howard E. Price, infant, with instructions to her to answer and defend the suit instituted against said infant by the bill of complaint in the above entitled cause.

20th.
Filed Dec./1939.

Thomas J. Keating

ANSWER OF WILLIAM E. PRICE
Filed Jan, 11, 19 40

ANNA H. RHODES, ET AL., () In the Circuit Court for
))
 () Queen Anne's County
VS. ()
 () in Equity.
MAE H. PRICE, widow, individually ()
 () etc. et al., ()
 () Cause No. 3227

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of William E. Price, who having arrived at the age of twenty one years on the 28th day of November, 1939, after the institution of the above entitled cause, and having been authorized and directed by the order of said Court passed in this cause on the 20th day of December, 1939, to answer and defend the suit instituted against him in said cause says:

That this defendant admits the matters and facts set forth in the bill of complaint, and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.

William E. Price
(William E. Price)

B. Hackett Turner Jr.
(B. Hackett Turner Jr.),
Solicitor.

Filed Jan, 11, 1940

ANSWER OF HILDA T. SEWARD GUARDIAN
AD LITEM OF HOWARD E. PRICE, INFANT
Filed Jan, 11, 1940

ANNA H. RHODES, ET AL., () In the Circuit Court for Queen
 () Anne's County
VS. () in Equity.
MAE H. PRICE, individually, () etc., et al., () Cause No. 3227

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Howard E. Price, an infant under the age of twenty one years, by Hilda T. Seward, his guardian Ad Litem, to the bill of Complaint of Anna H. Rhodes, et al., exhibited against him in the above entitled cause, says;

That this defendant cannot admit any of the matters and things alleged in said Bill of Complaint, and being an infant of tender years submits his rights to the protection of this Honorable Court.

And as in duty bound, etc.,

Hilda T. Seward
(Hilda T. Seward)
Guardian Ad Litem.

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

I HEREBY CERTIFY that on this 11th day of January 1940, 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 Howard E. Price, infant, and made oath in due form of law, that the matters and things stated in the foregoing answer are true, to the best of her knowledge and belief.

A. Sydney Gadd Jr.
Clerk.

Filed Jan. 11, 19 40.

ANNA H. RHODES, ET AL.,)
) In the Circuit Court for
VS.)
) Queen Anne's County
MAE H. PRICE, widown individually,)
) in Equity,
etc. et al.,)
) Cause No. 3227.

TO H. B. W. MITCHELL, EXAMINER FOR THE COURT:

You are hereby notified that the Plaintiffs in this cause desire to take testimony in support of the allegations contained in the Bill of Complaint filed therein, that a day be set by you for the taking of such testimony, and that notice thereof be given to all of the defendants or their solicitors of record, including the Guardian Ad Litem of the infant, Howard E. Price,

Wm. R. Horney
(William R. Horney)
Solicitor for Plaintiff.

Filed Jan. 11, 1940.

ADMISSIONS OF SERVICE OF NOTICE

I, B. Hackett Turner, Jr., solicitor for Mae H. Price, individually, and as executrix of the last will and testament of Howard E. Price, deceased, John H. Price and Hazel C. Price, his wife, Dorothy M. Price Benton and F. Dudley Benton, her husband, J. Herbert Carter and William E. Price, do hereby admit service of the notice of the time set for the taking of testimony in this cause, to wit: at two o'clock, P. M., on the 14th day of February, 1940.

B. Hackett Turner Jr.
(B. Hackett Turner, Jr.)
Solicitor

I, Madison Brown, one of the solicitors for The Federal Land Bank of Baltimore and The Federal Farm Mortgage Corporation, do hereby admit service of the notice of the time set for the taking of testimony in this cause, to wit: at two o'clock, P.M., on the 14th day of Feb. 1940.

Madison Brown.
(Madison Brown)
Solicitor

I, Hilda T. Seward, Guardian Ad Litem of Howard E. Price, the infant defendant to the above entitled cause, do hereby admit service of the notice of the time set for the taking of testimony in this cause, to wit: at two o'clock, P. M., on the 14th day of Feb. 1940.

Hilda T. Seward
(Hilda T. Seward)
Guardian Ad Litem

.....

ANNA H. RHODES et al.)
Plaintiffs,)
vs.)
) In the Circuit Court for
) Queen Anne's County,
)
) in Equity
MAE E. PRICE, widow, individually,)
and as executrix of the last will and testament)
of Howard E. Price, late of)
Queen Anne's County, deceased.)
)
) No. 3227

TO THE HONORABLE, THE JUDGE OF SAID COURT:

William R. Horney, Esq., Solicitor for the complainants, having notified your Examiner that the complainants desire to take testimony in the above entitled case, in his, said Horney's office, in Centreville, Maryland, on Wednesday,

Wednesday, February 14th, 1940, at 2:00 o'clock p.m., your Examiner did attend at the office of Wm. R. Horney, Esq., at the time mentioned, the parties having admitted service of the notice of the time and place of taking the testimony, there being present William R. Horney, Esq., Solicitor for the Complainants, B. Hackett Truner, Jr., Esq., Solicitor for Mae H. Price, individually and as executrix the last will and testament of Howard E. Price, deceased; John H. Price and Hazel C. Price, his wife, Dorothy M. Price Benton and F. Dudley Benton, her husband, J. Herbert Carter and William E. Price, John H. Price, and Hilda T. Seward, guardian ad litem of Howard E. Price, and proceeded to take the following testimony, to wit:

L. Tilghman Hayden, the first witness of lawful age, having been duly sworn deposes and says:

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

A. L.L. Tilghman Hayden; 60; Centreville, Queen Anne's County, Maryland; farmer.

2-Q. Do you know the farm known as "Clover Field" or the "Howard E. Price Farm" situate in the Fifth Election District of Queen Anne's County, Maryland, on the right side of the State road leading from Wye Mills to Queenstown?

A. Yes.

3-Q. About what size farm is it?

A. I would say from 240 to 250 acres, of which 200 acres or thereabout is cleared land.

4-Q. What is the general condition and state of cultivation of the farm?

A. The general condition is good; and the state of cultivation is the same.

5-Q. What is the general condition of the farm buildings, including the dwelling?

A. I would say that all buildings are in only fair condition.

6-Q. A contract of sale has been entered into between the persons owing this farm for the sale thereof to J. Herbert Carter at and for the sum of \$10,250.00. Do you regard this as a fair and reasonable price for this farm?

A. I think it is a very fair price, As a matter of fact I was one of the appraisers. The other was Harry F. Callahan, We appraised it at only \$8,750.00 or thereabouts, And we felt we had placed enough on it at the figure.

7-Q. Could this farm be divided among the parties interested in and owning the same without material loss or injury to them or any of them?

A. Not very well without a great deal of cost and expense; and there being but one set of buildings it would be impracticable.

8-Q. Would it, in your opinion, be to the interest and advantage of all the parties owning said farm and interested therein that the contract of sale referred to be ratified and confirmed by the Circuit Court for Queen Anne's County in Equity?

A. Yes, I unquestionably do.

EXAMINER'S SPECIAL:

A. NO.

L. Tilghman Hayden
(T. Tilghman Hayden)

John H. Price, the second witness of lawful age, having been duly sworn, deposes and says:

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

A. John Hall Price; 29; Centreville, Queen Anne's County, Maryland; insurance.

2-Q. Did you know the late Howard E. Price in his lifetime?

A. Yes, he was my father;

3-Q. When did he die?

A. March 11th, 1939.

4-Q. Did he leave a last will and testament?

A. Yes.

5-Q. Did he own any real estate at the time of his death?

A. Yes, he owned and interest in the dwelling where he resided which he devised to my mother under his will but which he had conveyed to her by deed before his death and after the will was made; he owned the farm known as "Clover Field" or the "Howard E. Price Home Farm" and the farm known as "okenthorpe" both of which he devised under his will to those who would have been his

heirs-at-law if he had left no will.

6-Q. Are said farms subject to any liens?

A. Yes both farms are covered by two mortgages; the first mortgage is held by the Federal Land Bank of Baltimore; and the second mortgage is held by the Federal Farm Mortgage Corporation.

7-Q. Do you know the amount of these mortgages?

A. The two mortgages together amounted to approximately \$6,950.00 at the time of my father's death with interest from October 16th, 1938. A payment was made on account of both mortgages of principal and interest in April, 1939.

8-Q. Please name the persons now owning said farms under the terms of your father's will.

A. My mother, Mae H. Price, and Anna H. Rhodes, Rachel A. Tamblyn, Ida S. Price, myself, Dorothy M. Price, Benton, William E. Price and Howard E. Price.

9-Q. Which of the persons named are adults and which are infants?

A. All are adults except Howard E. Price, who is still an infant. William E. Price arrived at legal age since this proceeding was started.

10-Q. Was there an administration on the estate of your father?

A. Yes.

11-Q. What was the result of such administration?

A. My mother, who was the executrix under the will, overpaid it approximately \$1,325.00.

12-Q. Could this farm that is "Cloverfield" be divided among the parties interested in and owning the same without material loss or injury to them or any of them?

A. It would be impossible without selling it.

13-Q. As you know, a contract of sale has been entered into between the persons owning the farm known as "Clover Field" for the sale thereof to J. Herbert Carter at and for the sum of \$10,250.00. Do you regard this as a fair and reasonable price for this farm.

A. Yes, I thought so or I would not have been willing to sign the contract of sale.

14-Q. Would it, in your opinion, be to the interest and advantages of all the parties owning said farm and interested therein that the contract of sale referred to be ratified and confirmed by the Circuit Court for Queen Anne's County in Equity?

A. Yes.

EXAMINER SPECIAL:

A. No.

John Hall Price
(John Hall Price)

.....

Harry F. Callahan, the third witness of lawful age, having been duly sworn, deposed and says:

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

A. Harry F. Callahan; 54; Centreville, Queen Anne's County, Maryland; merchant and farmer;

2-Q. Do you know the farm known as "Clover Field" or the "Howard E. Price Farm" situate in the Fifth Election District of Queen Anne's County, Maryland, on the right side of the state road leading from Wye Mills to Queenstown?

A. Yes.

3-Q. About what size is it?

A. Approximately 200 acres tillable; about 40 to 50 acres wooded.

4-Q. What is the State of cultivation and general condition of the farm?

A. Very Good.

5-Q. What is the general condition of the farm buildings, including dwelling.

A. They are only fair.

6-Q. A Contract of sale has been entered into between the persons owning this

farm for the sale thereof to J. Herbert Carter at and for the sum of \$10,250.00. Do you regard this as a fair and reasonable price for this farm?

A. I do.

7*Q. Could this farm be divided among the parties interested in and owning the same without material loss or injury to them or any of them?

A. No.

8-Q. Would it, in your opinion, be to the interest and advantage of all the parties owning said farm and interested therein that the contract of sale referred to be ratified and confirmed by the Circuit Court for Queen Anne's County in Equity?

A. Yes, I do.

EXAMINER'S SPECIAL:

A. No.

Harry F. Callahan
(Harry F. Callahan)

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

H. B. W. Mitchell, Examiner,-----	\$8.00
L. Tilghman Hayden, Witness, -----	.75
Jogn Hall Price, Witness,-----	.75
Harry F. Callahan, Witness, -----	.75
	<u>\$10.25</u>

H. B. W. Mitchell
EXAMINER
H. B. W. Mitchell,
EXAMINER.

Filed February 17th, 1940

.....

DECREE

Filed March 25th, 1940

ANNA H. RHODES, ET AL.,

VS.

MAE H. PRICE, widow, individually,
etc., et al.

0 In the Circuit Court for
0
0 Queen Anne's County
0
0 in Equity.
0 Cause No. 32274

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, on this 23rd. day of March, 1940, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREE as follows:

That the real estate consisting of the tract of land or farm mentioned and described as "Clover Field" 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 defendant as well as all other parties interested in and owning the same.

That the real estate consisting of said tract of land or farm mentioned and described as "Clover Field" in these proceedings as having been sold under the contract of sale (Plaintiffs' Exhibit No. 10) filed in this cause, to one of the defendants, J. Herbert Carter, at and for the sum of Ten Thousand Two Hundred and Fifty Dollars (\$10,250.00) upon the terms set forth in said contract of sale, subject to the final ratification of said sale by this Court, be sold to him.

That Wm. R. Orney, of Queen Anne's County, State of Maryland, be and he is hereby appointed trustee to carry out the terms of said contract and to make said sale, but before he shall proceed to act as such trustee he shall file with the Clerk of this Court a bond in the penalty of Twelve Thousand Dollars (\$12000-), if corporate surety to given and in double that amount if personal sureties are given, such surety or sureties to be approved by said Clerk.

That as soon as may be convenient thereafter said trustee shall return to this Court a full and particular account of 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, said trustee shall by a good and sufficient deed, to be by him executed and acknowledged agreeably to law, convey to the purchaser the property and estate so sold to him, free, clear, and discharged of all claims of the parties to this cause, and of those claiming by, through or under them, or any of them.

That said trustee 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 trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Thomas J. Keating

Filed March 25th. 1940.

CERTIFIED COPY OF BOND
Filed March 28/40

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of March in the year Nineteen Hundred and forty, the following Bond was filed for record, to wit:

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

Know all men by these presents, that we William R. Horney of Queen Anne's County, State of Maryland, as principal and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its Charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand (\$12,000.00) 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 25th day of March 1940, Whereas, the above bounded William R. Horney has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 23rd. day of March 1940, trustee to carry out the terms of the contract for the sale of and to make sale of the tract of land or farm mentioned and described as "Clover Field" in the cause in said Court entitled Annie W. Richardson, et al, vs Mae H. Price, widow, individually, etc., et al being Cause No. 3227 on the Chancery docket of said Court:

Now The Condition of the above obligation is such that if the above bounded 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 order or decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law,

Signed, Sealed, and
delivered in the
presence of

Hilda D. Seward
Hilda D. Seward

William R. Horney (SEAL)
William R. Horney
His Attorney in Fact.

Filed March 25th, 1940

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

Bond Filed March 25th 1940 and Security Approved.

A. Sydney Gadd Jr. Clerk.

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

I Hereby Certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 151, A Bond Record Book for Queen Anne's County.

(Seals Place) In Testimony Whereof, I herunto subscribe my name and affix the Seal of The Circuit Court for Queen Anne's County, this 28th day of March, in the year Nineteen Hundred and forty 1940

A. Sydney Gadd Jr. Clerk.

NISI SALE
FILED March. 25th, 1940.

Anna H. Rhodes, et al.,
VS.
Mae H. Price, widow, individually,
etc., et al.

In the Circuit Court for
Queen Anne's County
in Equity,
Chancery No. 3227

ORDERED, This 25th day of March, A. D., 1940, that the sale of 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 30th 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 30th day of April next.

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

A. Sydney Gadd Jr. Clerk.
Clerk

Filed March 25th. 1940.

SUPPLEMENTAL ANSWER AND
STATEMENT OF MORTGAGE CLAIM
Filed March 8th 1940.

ANNA H. RHODES: et al.
Plaintiffs
vs.
MAW H. PRICE, widow, in-
dividually, and as executrix
of the last will and Testament
of Howard E. PRICE, deceased;
et al, Defendants.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
IN EQUITY,
NO. 3227 CHANCERY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The supplemental answer of The Federal Land Bank of Baltimore to the Bill of Complaint heretofore exhibited against it respectfully represents unto your honors.

1. That heretofore, to wit: on November 22, 1939, your respondent filed its answer in this cause admitting that it was the holder of the mortgage referred to in paragraph two of said Bill of Complaint and assenting to the passage of a decree for the sale as parayed, reserving, however, its priority of lien in the distribution of the proceeds of such sale,

2. That as further proof of the amount of the indebtedness due it under said mortgage, your respondent files with this supplemental answer, its Statement of Mortgage Claim.

HAVING FULLY ANSWERED said Bill of Complaint, your respondent prays to be hence dismissed with its usual costs.

AND, AS IN DUTY BOUND, etc.

Filed March 28th 1940.

Madison Brown
Solicitors for Respondent

ANNA H. RHODES, et al.
Plaintiffs
vs.
MAE H. PRICE, widow, individually,
and as executrix of the last will and
Testament of
HOWARD E. PRICE, deceased;
et al, Defendants.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
IN EQUITY,
NO. 3227 CHANCERY

STATEMENT OF MORTGAGE CLAIM of The Federal Land Bank of Baltimore, a body corporate, under a mortgage to it from Howard E. Price, and Mae H. Price, his wife, dated December 8, 1933, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H.T. No. 17, page, 30:

Unpaid balance as of 4/16/39.....	\$6,796.67
Interest at 3½ to 12/22/39.....	162.55
Interest on principal items @5% to 3/15/40.....	79.30
Total	<u>\$7,038.52</u>

Interest @\$.944 per day until paid.

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:

I hereby verify that on this 25th day of March, 1940, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of The Federal Land Bank of Baltimore, aforesaid, and made oath in due form of law that the foregoing is a true statement of the amount remaining due said The Federal Land Bank of Baltimore on its mortgage claim described above, and that it has not received any security or satisfaction thereof, other than above noted.

AS WITNESS my hand and notarial seal the day and year first above written.

(Seals Place)

Nellie Eisinger
Notary Public
My commission expires May 5, 1941.

Filed March 28th 1940.

SUPPLEMENTAL ANSWER AND
STATEMENT OF MORTGAGE CLAIM
Filed March 28th.1940.

ANNA H. RHODES, et al.
Plaintiffs

vs.

MAE H. PRICE, widow, individually,
and as executrix of the last Will and
Testament of
Howard E. Price, deceased, et al
Defendants.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S
COUNTY, MARYLAND
IN EQUITY,
NO. 3227 CHANCERY

TO THE HONORABLE , THE JUDGES OF SAID COURT:

The supplement answer of the Federal Farm Mortgage Corporation to the Bill of Complaint heretofore exhibited against it respectfully represents unto your honors.

1. That heretofore, to wit: on November 22, 1939, your respondent filed its answer in this cause admitting that it was the holder of the mortgage referred to in paragraph two of said Bill of Complaint and assenting to the passage of a decree for the sale as prayed, reserving, however, its priority of lien in the distribution of the proceeds of such sale.

2. That as further proof of the amount of the indebtedness due, it under said mortgage, your respondent filed with this supplemental answer, its Statement answer its Statement of Mortgage Claim.

HAVING FULLY ANSWERED said Bill of Complaint, your respondent prays to be hence dismissed with its usual costs.

AND AS IN DUTY BOUND, etc.

Madison Brown

Filed March 28th 1940.

C. C. Seymour

STATEMENT MORTGAGE CLAIM
Filed March 28th 1940.

STATEMENT OF MORTGAGE CLAIM OF THE Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned by its and executed by Howard E. Price, and Mae H. Price, his wife, dated December 8, 1933 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 17, folio No. 36.

Unpaid balance as of 4/16/39	\$1,040.00
Interest @ 4% to 12/22/39.....	28.43
Interest on principal items @ 5% to 3/15/40....	12.13

\$1,080.56

Interest @\$.144 per day until paid.

STATE OF MARYLAND,
CITY OF BALTIMORE,

to wit:

I hereby Certify that on this 25th day of March, 1940, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of The Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-fact of said Federal Farm Mortgage Corporation under Power of Attorney dated June 28, 1934, and recorded among the Land Records of Queen Anne's County, in Liber W. H. C. No. 7-A, folio 586, and made oath in due form of law that the foregoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation

That the proceedings in this cause, disclose that Madison Brown, the only auditor of this Honorable Court, appears for some of the defendants named in said cause,.

Your petitioner, therefore, prays this Honorable Court to appoint some person as special auditor to state the audit of the funds held by your petitioner in this cause.

And as in duty bound, etc.,

Filed July 11th 1940.

WM. R. Horney
(William R. Horney)

ORDER OF COURT:
Filed July 15th 1940.

ORDER OF COURT:

Upon the aforesaid petition, it appearing that Madison Brown, the regular Court auditor, appears as solicitor for some of the defendants in this cause, IT IS ORDERED, this 15th day of July, 1940, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Thos. J. Keating Jr. be and he is hereby appointed special auditor to state the audit of the funds held by the trustee in this cause for distribution under the direction of this Court.

Thos. J. Keating

Filed July 15, 1940.

.....
AUDITOR'S REPORT AND ACCOUNT, Filed Aug. 19, 1940
ANNA H. RHODES, et al,

versus

MAE H. PRICE, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY,
CHANCERY #3227

AUDITORS' REPORT AND ACCOUNT

TO THE HONORABLE, the judges of said Court:

THOMAS J. KEATING, JR., Special Auditor, appointed by the order of this Honorable Court on July 15, 1940, respectfully sets forth;

THAT after having taken the usual oath, your Special Auditor proceeded to examine the papers in this proceeding.

HE then proceeded to state an account between William R. Horney, Trustee, and the trust estate by charging said Trustee with the gross proceeds of sale of the real estate sold by him in this cause and allowing said Trustee the following credits; (1) for one-half the usual commissions allowed to trustees selling real estate in Chancery proceedings, said allowance being made in accordance with the terms of the Contract of Sale filed as an exhibit in this cause, and the Decree passed herein; (2) the costs of his bond; (3) the cost of publishing the Order Nisi on the Report of Sale; (4) the Court costs of these proceedings; (5) the cost of the Order Nisi as to this Audit; (6) a fee to your Special Auditor.

THERE HAS THEN BEEN AWARDED TO THE federal land Bank of Baltimore, one of the Defendants to this cause, the amount of its Mortgage Debt as first mortgagee as appears by the sworn statement filed in the cause, the interest thereon having been calculated up to August 15, 1940.

THERE has then been awarded to The Federal Farm Mortgage Corporation, one of the Defendants, the amount of its Mortgage debt as second mortgagee as appears by the sworn statement filed in the cause, the interest thereon having been calculated up to August 15, 1940.

NEXT, your Special Auditor has allowed to Mae H. Price, Executrix of Howard E. Price, deceased, the sum of One Thousand Three Hundred Twenty-five Dollars and Ninety-nine Cents (\$1,325.99), being the amount overpaid the personal estate of said Deceased by said Executrix, as appears by the Administration Account, a certified copy of which is filed in the proceedings.

IT apperas from said Administration Account that the direct inheritance tax on the real estate sold in these proceedings has been paid to the Register of Wills of Queen Anne's County for the use of the State of Maryland, so that no allowance for same is made in this account.

THE BALANCE, therefore, is distributed unto the Decedent's widow as to one-third (1/3) thereof, and the remaining two-thirds (2/3) is distributed to the Decedent's children, one-seventh (1/7) to each, in accordance with the provisions of the Will of the Decdent which provided that the rest, residue and remainder of his estate (of which this real estate was a part) should go to those persons who would be entitled thereto under the laws of the State of Maryland in case of intestacy.

All of which is respectfully submitted,

Thos. J. Keating Jr.
SPECIAL AUDITOR

ACCOUNT BETWEEN WILLIAM R. HORNEY, TRUSTEE, AND
THE ESTATE IN HIS HANDS DERIVED FROM THE SALE OF THE REAL ESTATE
SOLD IN THESE PROCEEDINGS.

Dr.

THE Trustee is charged with the gross proceeds of sale
of the farm sold as per the Report of Sale. \$10,250.00

Cr.

The Trustee is allowed: (as per the
Contract of Sale and Decree) one-half the usual c
commissions on said sum of \$10,250.00 \$227.50

And the cost of the premium on his
Bond to be paid U. S. F. & G. Co., as per
bill appears, to wit: 70.00

And the cost of publishing the
Order Nisi on the Report of Sale to be paid
the Queen Anne's Record Observer Publishing Company
as per bill for same appear, to wit: 5.00

And the amount of the Court costs
incident to these proceedings to be paid to A. S.
Gadd Jr., Clerk, as per bill of costs exhibited
appears, to wit:

Clerk	99.50	
E. E. Coursey, Sheriff	6.75	
Sheriff of Baltimore City	2.10	
N. S. Dudley, Register of Wills	5.50	
Hilda T. Seward, Guardian ad Litem	4.00	
Appr. fee, Solicitor for Plaintiffs	10.00	
Appr. fee, Solicitors for Defendants	10.00	
Costs before Examiner:		
H. B. W. Mitchell, Examiner	8.00	
L. T. Hayden, witness	.75	
J. H. Price, witness	.75	
H. F. Callahan, witness	.75	148.10

And an amount to be paid for
publishing an Order Nisi at to this
Audit, to wit: 3.50

And an amount to be paid to
Thomas J. Keating, Jr., Special Auditor,
for his service in stating this
Account and Report. 36.00

490.10
\$ 9,759.90
\$9,759.90

There is then allowed to The Federal Land Bank of
Baltimore, Defendant, the amount of its first Mortgage
lien against the real estate. as per the
supplemental answer and statement of Mortgage
Claim 7,038.51
with interest thereon from March 15, 1940,
to August 15, 1940, at \$.944 per day. 145.38 \$7,183.90

There is then allowed to The
Federal Farm Mortgage Corporation,
Defendant, the amount of its second Mortgage
lien against the real estate, as per the
supplemental answer and statement of Mortgage
claim \$ 1,080.56
with interest thereon from March
15, 1940; to August 15, 1940, at
\$.144 per day 22.18 1,102.74

There is then distributed to Mae H. Price,
Executrix of Howard E. Price, for the over
payment made by her to the personal estate
of said Deceased, as per the Administration Account filed
in said estate to wit: 1,325.99
9,612.63

This leaves to be distributed in accordance with the
terms of Item Three of the Last Will and
Testament of Howard E. Price, deceased,
the sum of 147.27
\$ 9, 759.90 9,759.90

THE ABOVE balance of \$147.27 is , therefore, distributed as follows:

Unto Mae H. Price, widow, 1/3 thereof, to wit:	\$ 49.09
Unto Amma H. Rhodes, daughter, 1/7 of 2/3 thereof, to wit:	14.03
Unto Rachel A. Tambllyn , daughter, 1/7 of 2/3 thereof , to wit:	14.03
Unto Ida S. Price, daughter, 1/7 of 2/3 thereof, to wit:	14.03
Unto John H. Price, son, 1/7 of 2/3 thereof, to wit:	14.02
Unto Dorothy M . Price Benton, daughter, 1/7 of 2/3 thereof, to wit:	14.03
Unto William E. Price, son, 1/7 of 2/3 thereof, to wit:	14.02
Unto Howard E. Price, son, 1/7 of 2/3 thereof. to wit:	14.02
	\$147.27

Filed Aug. 19th 1940

Thomas J. Keating Jr.
(SPECIAL AUDITOR)

NISI RATIFICATION OF AUDIT
Filed August 19, 1940.

Anna H. Rhodes, et al.	)	N I S I R A T I F I C A T I O N O F A U D I T In the Circuit Court for
vs.	)	Queen Anne's County
AME H. PRICE, et al.	)	in Equity,
	)	Case No. 3227

ORDERED, this Nineteenth day of August in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Thomas J. Keating Jr. Special Auditor, be ratified and confirmed , unless cause to the contrary thereof be shown on or before the 14th day of September, 1940, provided a copy of this order be published once a week in each of two successive weeks before the 6th day of September, 1940, in some newspaper printed and published in Queen Anne's County .

Filed August 19th 1940

A. Sydney Gadd Jr. Clerk

NISI RATIFICATION OF AUDIT
Filed Sept. 17, 1940

ANNA H. RHODES, et al	)	N I S I R A T I F I C A T I O N O F A U D I T In the Circuit Court for
Vs.	)	Queen Anne's County,
MAE H. PRICE, et al	)	in Equity.
	)	Case No. 3227, Chy.

ORDERED, This 19th day of August in the year nineteen hundred and forty that the Report and Account filed in these proceedings by Thomas J. Keating , Jr. Special Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 14th day of September, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of September, 1940, in some newspaper printed and Published in Queen Anne's County.

A. SYDNEY GADDJRL, Clerk

True Copy --
Test;

A. SYDNEY GADD JR. Clerk,

Filed August 19th, 1940.

2t-8-29

QUEEN ANNE'S RECORD OBSERVER
Centreville, Md. Sept. 16, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO, hereby certifies that the Nisi Ratification of Audit in the case of Anna H. Rhodes, et al vs. Mae H. Price, et al a true copy of which is hereto annexed, was inserted 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 22nd, day of August , 1940, being more than two weeks before the 6th day of September.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Evelyn S. Butler

Filed Sept. 17, 1940

FINAL RATIFICATION OF AUDIT
Filed Sept. 20th 1940.

FINAL RATIFICATION OF AUDIT

ORDERED, this 20th day of September, 1940, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Special 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 preceding 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 or may hereafter be received by said Trustee.

Thos. J. Keating

Filed Sept. 20th 1940.

PETITION FOR AUTHORITY TO DEPOSIT FUND BELONGING TO
HOWARD E. PRICE, INFANT, IN BANK.
FILED Jan 7th 1940.

ANNA H. RHODES, ET AL	||	In the Circuit Court for
VS.	||	Queen Anne's County
MAE H. PRICE, ET AL.	||	in Equity
	||	Case No. 3227

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William R. Horney, trustee in the above entitled cause, unto your Honors, respectfully shows:

1. That as will appear by reference to the report and account of the special auditor filed in this cause, which was heretofore ratified by this Court, there was distributed to Howard E. Price, an infant, the sum of \$14.02

2. That said Howard E. Price has no legal guardian, and, owing to the fact that the amount involved is so small, it is not feasible to cause a legal guardian to be appointed to receive so small a sum.

3. That if your petitioner continues to hold said sum until the 15th day of January, 1942, on which date said Howard E. Price, will arrive at full legal age, it may be necessary for your petitioner to continue to pay a premium on his bond as such trustee, and even if this is not required by his surety, his surety, his bond cannot be finally discharged until said date.

4. That there is now on deposit in the savings department of The Centreville National Bank of Maryland to the credit of Howard E. Price in trust for himself and Mae H. Price (his mother), joint owners, subject to the order of either, the balance at the death of either to belong to the survivor, the sum of \$24.58 due said Howard E. Price from another source, to which account there is a special notation to this effect "not subject to the check of Howard E. Price until January 15th, 1942".

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering him to deposit said sum of \$14.02 now in his hands and belonging to said Howard E. Price to the credit of the account mentioned above to the end that your petitioner's bond may be finally discharged from further liability as to said sum of \$14.02.

And as in duty bound, etc.,

Wm. R. Horney
(William R. Horney)
Petitioner,

SUBSCRIBED and SWORN to before me, the subscriber, by William R. Horney, this 7th day of December, 1941.

A. Sydney Gadd Jr.
Clerk.

ORDER OF COURT:
Filed Jan 7th 1940

ORDER OF COURT

Upon the foregoing petition and affidavit, IT IS ORDERED, this seventh day of January, 1940, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney, the trustee in the above entitled cause, be and he is hereby authorized, directed and empowered to deposit all sums which he may have in his hands belonging to Howard E. Price, infant, to the credit of the account mentioned in said aforesaid petition to the end that the bond of said trustee may be finally discharged from further liability as to all sums of money due and owing to said Howard E. Price, infant, and said trustee shall file in this cause the said Saving Bank Book.

Thos. J. Keating

Filed Jan. 7th 1941.

CAUSE NUMBER 3315

Queen Anne's County to wit: Be it remembered that on this eighteenth day of April in nineteen hundred and forty two, the following Special Case Stated was brought to be recorded to wit:

Martha W. D. Friel

v.

Samuel E. W. Friel, Jr.	:	IN THE CIRCUIT COURT FOR
James R. Friel	:	
Albert B. Friel	:	QUEEN ANNE'S COUNTY
Daniel D. Friel	:	
Mary Emily Owens	:	IN EQUITY
	:	CAUSE NO. 3315

TO THE HONORABLE THE JUDGES OF THE SAID COURT:

Special case stated under the forty-fifth General Equity Rule and Maryland Code, Article 16, Section 227 etc., for the construction by this Honorable Court of the last will and testament of Samuel E. W. Friel, deceased.

1. Samuel E. W. Friel, late of Queen Anne County, State of Maryland, departed this life, testate, on August 24, 1941, seized and possessed of several tracts of land in fee simple viz:

A. Four unimproved lots in Queenstown being four lots remaining of a tract acquired by deed dated May 22, 1914, and recorded among the Land Records of Queen Anne County in Liber WFW 5, folio 231.

B. Tract of ten acres, more or less, in Queenstown, known as Bolingly, improved by brick residence, acquired by deed dated May 22, 1914, and recorded among the Land Records of Queen Anne County in Liber WFW 5, folio 231.

C. Farm with improvements known as Warrington binding in part for its northern boundary on Cherry Land Road, which road, which road joins the Queenstown-Centreville road about one mile northeast of Queenstown, comprising 318 acres, more or less, acquired by deed dated June 4, 1931, and recorded among the Land Records of Queen Anne County in Liber BHT 13, folio 93.

D. Farm with improvements near Queenstown binding in part on the north-west side of the Queenstown-Centreville road and Wharf Land Road for its eastern and southern boundaries, respectively, acquired by deed dated April 22, 1913, and recorded among the Land Records of Queen Anne County in Liber WFW 3, folio 253.

E. Parcel of one and eight hundred forty two one thousandths acres, with improvements (1.842 A) in the Fifth Election District of Queen Anne County at or near the western end of Wharf Land Road, near Queenstown, acquired by deed dated November 8, 1940 and recorded among the Land Records of Queen Anne County in Liber ASG Jr. folio 346.

F. Tract of forty seven acres, more or less, with improvements, in the Fifth Election District of Queen Anne County binding in part on the Eastern Shore Boulevard at or near its junction with the Queenstown-Wye Mills road, acquired by deeds recorded among the Land Records of Queen Anne County in Liber SS 2, folio 444, and Liber SS 5, folio 503.

2. The last will and testament of Samuel E. W. Friel has been admitted to probate by the Orphans Court of Queen Anne's County and is now recorded in Liber N. S. D. 1, folio 224, a book of wills for Queen Anne County, and a certified copy of which will is filed herewith as part hereof, and is marked "Exhibit A". Letters testamentary have been granted to Samuel E. W. Friel, Jr. and James R. Friel, the executors named in said will, who have duly qualified,

3. The first paragraph of said will of the said will of the said Samuel E. W. Friel provides as follows: "...I also will and bequeath to my wife Martha W.D. Friel one third (1/3) of all my property both Real and Personal where ever situated with the following exceptions, as hereinafter stated."

4. The second paragraph of said will of the said Samuel E. W. Friel provides as follows: "I hereby will and bequeath to my sons, James R. Friel and Samuel E. W. Friel, Jr all that piece of land which is situated in the Fifth Election district, Queen Anne County, State of Maryland and bounded on the South by the Wye Mills Kent Island Road known as the Eastern Shore Blvd. and bounded on the West by a filed which was at one time part of the Gallows Field Farm and bounded on the North by the property of the Baltimore more & Eastern Railroad Co and bounded on the East by Property of James F. Boyles and William H. sheppard, heirs et al. Together with all improvements thereon and consisting of Canning Plant, Warehouses, Lumber Shed, Planing Mills Office etc. and all equipment, machinery and buildings that are not at the present time owned by the Friel Lumber Co."

5. In the fifth paragraph of said will it is provided that Martha W. D. Friel receive certain weekly payments in lieu of her one third interest in the parcel of land described in the second paragraph of said will.

6. The sixth paragraph of said will of the said Samuel E. W. Friel provides; "I hereby will and bequeath to my daughter, Mary Emily Owens, My son, Albert E. Friel, My son, Daniel D. Friel, Minor, Equally the residue of My Estate."

The following persons are interested in the construction of said last will and testament of Samuel E. W. Friel, all being now of full age: (and being all

the heirs of Samuel E. W. Friel)

- A. Martha W. D. Friel, widow of Samuel E. W. Friel
- B. Samuel E. W. Friel, Jr., son of Samuel E. W. Friel
- C. James R. Friel, son of Samuel E. W. Friel
- D. Albert B. Friel, son of Samuel E. W. Friel.
- E. Daniel D. Friel, son of Samuel E. W. Friel
- F. Mary Emily Owens, daughter of Samuel E. W. Friel

An opinion of this Honorable Court and a decree in conformity therewith is requested with reference to said will so far as the same is set forth in the above case, upon the following questions:

A. Whether the said Martha W. D. Friel is the owner of an undivided one third (1/3) fee simple interest in all the lands described in paragraph 1 hereof, with the exception of that parcel of land improvements described in the second paragraph of said will of the said Samuel E. W. Friel, and therein devised to James R. Friel and Samuel E. W. Friel, Jr.

B. Whether each of the residuary legatees mentioned in the sixth paragraph of the said will, namely, Mary Emily Owens, Albert B. Friel, and Daniel D. Friel, is the owner of an undivided two ninths (2/9) fee simple interest in all the lands described in paragraph 1 hereof, with the exception of that parcel of land and improvements described in the second paragraph of said will of the said Samuel E. W. Friel, and therein devised to James R. Friel and Samuel E. W. Friel, Jr.

AND it is prayed that this Honorable Court will assess the costs of this proceeding against the estate of the said Samuel E. W. Friel.

And as in duty bound, etc.

Martha W. D. Friel
Martha W. D. Friel

Edward Turner
Solicitor

Filed April 18th 1942.

CERTIFIED COPY OF THE LAST WILL AND
TESTAMENT OF SAMUEL E. W. FRIEL,
DECEASED. EXHIBIT No. A.
Filed April 18th 1942.

November 30th 1940

THIS MY LAST WILL AND TESTAMENT,

I, Samuel E. W. Friel being of a sound and disposing mind do hereby will and bequeath to My Wife Martha W. D. Friel all My Silver, Household Goods and Furnishings. I also Will and Bequeath to My Wife Martha W. D. one third (1/3) of all my property both Real and Personal where ever situated with the following exceptions, as hereinafter stated.

I hereby Will and Bequeath to My sons, James R. Friel and Samuel E. W. Friel, Jr all that piece of Land which is situated in the Fifth Election district, Queen Anne County, State of Maryland and bounded on the South by the Wye-Mills, Kent Island Road known as the Eastern Shore Blvd. and bounded on the West by a filed which was at one time part of the Gallows Field Farm and bounded on the North by the property of the Baltimore & Eastern Railroad Co. and Bounded on the East by Property of James F. Boyles and William H. Sheppard, Heirs, Et, Al. Together with all improvements thereon and consisting of Canning Plant, Warehouses, Lumber Shed, Planing Mills Office etc and all equipment, Machinery and buildings that are not at the present time owned by The Friel Lumber Co.

I also Will and Bequeath to My sons, James R. Friel and Samuel E. W. Friel, Jr. my One third (1/3) Interest in the Friel Lumber Co., My one third Interest in the Queenstown Wholesale Supply Co. Inc. and My One Third Interest in the Canning Business.

I hereby Direct My Sons James R. Friel and Samuel E. W. Friel, Jr. to assume full responsibility for all debts arising from The Friel Lumber Co, The Queenstown Wholesale Supply Co., and The Canning Business,

I hereby direct My Sons James R. Friel and Samuel E. W. Friel, Jr to pay to their Mother, My Wife, Martha W. D. Friel for and during her Natural Life, In Lieu of her one third interest in the above mentioned property a weekly payment of the amount equal to what I have received from The Friel Lumber Co., and Queenstown Wholesale Supply Co, Inc., as Salary, and to pay to Their Mother, My Wife, Martha W. D. Friel one third (1/3) of the profits from the Canning Business after a reasonable reserve is set up for Contingency.

I hereby Will and Bequeath to My daughter, Mary Emily Owens, My Sons, Albert B. Friel, My Son, Daniel D. Friel, Minor Equally the residue of My Estate.

I hereby direct my Sons James R. Friel and Samuel E. W. Friel, Jr. to complete the Education of My son Daniel D. Friel, Minor. I hereby appoint my Wife, Martha W. D. Friel as Guardian for my son Daniel D. Friel, Minor.

I hereby appoint My Sons James R. Friel and Samuel E. W. Friel, Jr as my administrators to serve without Bond and Without Commissions.

Samuel E. W. Friel (Seal)

WITNESS H. C. Reynolds, Jr.

Witness Belbin Thomas

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

On the 28th day of August, A. D. , 1941, came Samuel E. W. Friel, junior, Custodian of the within and foregoing instrument of writing., purporting to be the last will and Testament of Samuel E. W. Friel, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession , and that he does not know nor has he heard of any other and that he received the same from the personal effects of the said Samuel E. W. Friel, on or about 28th day of August, A. D. , 1941.

Sworn before

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

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

On this 28th day of August in the year 1941, came James E. Reynolds, brother of H. C. Reynolds, Jr., and made oath in due form of law that he is well acquainted with H. C. Reynolds, Jr. whose name appeared as subscribing witness to the last will and Testament of Samuel E. W. Friel; that the said H. C. Reynolds, Jr., is not within the jurisdiction of this Court; that the name appearing on said paper writing is in the true and genuine handwriting of the said H. C. Reynolds, Jr., and is the signature of the said H. C. Reynolds, Jr.

Sworn in Open Court,

Test:

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

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

On the 28th day of August, 1941, came Belbin Thomas , of Queen Anne's County, State of Maryland, one of the subscribing witnesses to the foregoing last Will and Testament of Samuel E. W. Friel, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will, that he heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with H. C. Reynolds, Jr. subscribed his name as witness to said Will at his request in his presence and in the presence of each other.

Sworn in open Court:

Test:

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

State of Maryland

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY;

The foregoing Instrument of Writing, purporting to be the last Will and Testament of Samuel E. W. Friel, 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 Register of Wills, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 28th day of August, A. D. , 1941, that the same be admitted in this Court as the True and genuine last Will and Testament of the said Samuel E. W. Friel, deceased.

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

Filed April 18th 1942.

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last Will and Testament of Samuel E. W. Friel, late of Queen Anne's County, deceased, together with the proofs and probate thereof as filed and passed in this office on August 28, 1941 and recorded in Liber N. S. D. No. 1 Folio 224, etc., Will Record in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 28th day of August 1941.

(Seals)
(Place.)

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

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
"TO LIE IN OFFICE"
Filed

QUEEN ANNE'S COUNTY, TO
THE STATE OF MARYLAND.

TO
Samuel E. W. Friel Jr.
Seals)
Place.)

O F 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 Martha W. D. Friel against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins Chief Judge of our said Court, the First Monday of April 1942
Issued the Eighteenth day of April 1942.

A. Sydney Gadd Jr. Clerk.

Edward Turner

Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER.
Tolie in office

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

TO
ALBERT B. FRIEL
Seals)
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 May next, to answer the complaint of Martha W. D. Friel against you in said Court exhibited.

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

WITNESS, The Honorable Stephen R. Collins. Chief Judge of our said Court, the First Monday of April 1942
Issued the Eighteenth day of April 1942.

A. Sydney Gadd Jr. Clerk.

Edward Turner

Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
To lie in office

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

TO. JAMES R. FRIEL

(Seals 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 May next, to answer the complaint of Martha W. D. Friel against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of April 1942
Issued the Eighteenth day of April 1942.

A. Sydney Gadd Jr. Clerk.

Edward Turner

Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
to lie in office

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Mary Emily Owens

Seals)
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 May next, to answer the complaint of Martha W. D. Friel against you in said Court exhibited,

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of April 1942

Issued the Eighteenth day of April 1942

A. Sydney Gadd Jr. Clerk

Edward Turner

Solicitor for Complainant

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

A. Sydney Gadd Jr. Clerk

True Copy?

Test: A. Sydney Gadd Jr. Clerk

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
TO LIE IN OFFICE

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

DANIEL D. FRIEL

Seals 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 May, next, to answer the complaint of Martha W.D. Friel against you in said Court exhibited .

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court,

the First Monday of April 1942
Issued the Eighteenth day of April 1942

Edward Turner
Solicitor for Complainant

A. Sydney Gadd Jr. 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 May next, being the Return Day .

A. Sydney Gadd Jr. Clerk.
True Copy:
Test: A. Sydney Gadd Jr, Clerk

ANSWER FOR ALL
DEFENDANTS
FILED April 18th 1942.

Martha W. D. Friel
v.

Samuel E. W. Friel, Jr.
James R. Friel
Albert B. Friel
Daniel D. Friel
Mary Emily Owens

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY.
Cause No 1

TO THE HONORABLE THE JUDGES OF THE SAID COURT:

The answer of Samuel E. W. Friel, Jr., James R. Friel, Albert B. Friel, Daniel D. Friel, and Mary Emily Owens.

These defendants admit the matters and facts set forth in the special case stated in the above entitled cause, and likewise pray the opinion of this Honorable Court, and a decree in conformity therewith, with reference to the construction of the last will and testament of Samuel E.W. Friel filed in said case stated as part thereof, upon the question set forth in special case stated.

Samuel E. W. Friel, Jr.
Samuel E. W. Friel, Jr.
James R. Friel
James R. Friel
Albert B. Friel
Albert B. Friel
Daniel D. Friel
Daniel D. Friel
Mary Emily Owens
Mary Emily Owens

Charles B. Owens
Solicitor

Filed April 18, 1942

BRIEF AND ARGUMENT
Filed April 18th 1942.

Martha W. D. Friel
v.

Samuel E. W. Friel, Jr.
James R. Friel
Albert B. Friel
Daniel D. Friel
Mary Emily Owens

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

BRIEF AND ARGUMENT

IT IS CONTENDED that under a proper construction of the will of the late Samuel E. W. Friel, Martha W. D. Friel is vested in a one-third fee simple interest in all the lands owned by the testator at the time of his death, excepting that parcel of land and improvements described in the second paragraph of the will of Samuel E. W. Friel and therein devised to James R. Friel and Samuel E. W. Friel, Jr., which devise, however, is subject to the payments mentioned in the fifth paragraph of said will.

It is likewise contended that Mary Emily Owens, Albert B. Friel and Daniel D. Friel are, each of them, vested in an undivided two-ninths fee simple interest in the lands of the testator, excepting that parcel of land and improvements described in the second paragraph of said will.

Miller, in THE CONSTRUCTION OF WILLS, lays down this rule: "The object of the court in cases involving the construction of wills is first to ascertain the intention of the testator; and then, secondly, to give effect to that intention so far as is consistent with the rules and the policy of the law," and that "the intention of the testator, as gathered from the four corners of his will, must be gratified if not in conflict with some unbending principle of law or rule of property." Section 9, pages 40, 41, and cases there cited.

It is respectfully submitted that in the instant case the general and controlling intention is found in the second sentence of the first paragraph, wherein it is provided: "I also will and bequeath to my wife, Martha W. D. Friel one third (1/3) of all my property both real and personal where ever situate, with the following exceptions, as hereinafter stated". This general intent, when discovered, is to be heeded as against all doubtful and conflicting provisions which might of themselves defeat it. Miller, op. cit., Sec/ 17, pages 69, 70, and cases cited.

Now arises the question of what are the "exceptions" referred to in the first paragraph of the will. From the second paragraph of the will it is clear that a certain "piece of land" is given to James R. Friel and Samuel E. W. Friel, Jr., subject, however, to certain conditions mentioned in the fifth paragraph. From the third paragraph of the will it is clear that certain business interests are given to James R. Friel and Samuel E. W. Friel, Jr., subject, again, to certain conditions mentioned in the fifth paragraph.

Thus it is contended that the "exceptions" mentioned in the first paragraph are set out in the second and third paragraphs, which "exceptions" are somewhat explained in the fourth and fifth paragraphs. This contention is strengthened by the insertion of the word "abovementioned" in the fifth paragraph, because if that word "abovementioned" is to be given any reasonable interpretation at all, it must be that it was intended to conclude that enumeration of the "exceptions" referred to in the first paragraph.

What, then, remained to be disposed of, and how was it disposed of? Disregarding personalty, there remained several important tracts of real estate. The sixth paragraph appears to be, and was undoubtedly intended to be a residuary clause passing to the nominees mentioned therein all property not theretofore disposed of, subject, however, to the general and controlling intention clearly set forth in the first paragraph, viz., that Martha W. D. Friel is to receive "one third (1/3) of all my property both real and personal where ever situated." Miller, in discussing residuary clauses, sets forth this rule; "In all cases the meaning and application of a devise or bequest of the rest and residue depends upon the intention of the testator, rather than upon any fixed rules of interpretation". op. cit. Sec 59, page 167, and cases cited.

Construing, then, the sixth paragraph of the will in the light of the general intention as set forth in the sixth paragraph, it appears that, so far as real estate is concerned, Martha W. D. Friel is given, in the first paragraph, a one third interest in all the lands possessed by Samuel E. W. Friel at his death, with the exception of that "piece of land" described in the second paragraph of the will, and that, therefore, the persons named in the sixth paragraph take their interests in said real estate only after the one third interest of Martha W. D. Friel in said real estate has been satisfied, accounted for, and decreed to be hers. Or, to say it another way, each of the nominees mentioned in the sixth paragraph can take, each of them, and undivided two-ninths interest therein.

Summarizing, it is respectfully submitted that :

1. Under the first paragraph of the will, Martha W. D. Friel was intended to receive, among other things, one third the real estate of Samuel E. W. Friel, that this is the general intention, with certain "exceptions, " and
2. These exceptions are set out and explained in paragraphs two to five, inclusive, and
3. The persons mentioned in the sixth paragraph take their respective shares in the real estate, not included in the "exceptions, " but subject to and concurrently with the one third interest undoubtedly given to Martha W. D. Friel in the first paragraph.

And it is submitted that this construction is correct, for:

1. It gives effect to every part of the will, and
2. It is consistent with the Maryland theory of distribution one third to the widow, two thirds to the children.

Edward Turner
Filed April 18th 1942.

OPINION AND DECREEE
Filed June 4th 1942.

MARTHA W. D. FRIEL

VS.

SAMUEL E. W. FRIEL, JR.
JAMES R. FRIEL
ALBERT B. FRIEL
DANIEL D. FRIEL
MARY EMILY OWENS

IN THE CIRCUIT

COURT FOR QUEEN ANNE'S

COUNTY

NO. 3315 Equity.

OPINION

The Court is asked in this special case stated to construe the Last Will and Testament of Samuel E. W. Friel, late of Queen Anne's County, deceased, and in construing said Will, to answer the following questions: "A. Whether the said Martha W. D. Friel is the owner of an undivided one third (1/3) fee simple interest in all the lands described in paragraph 1 hereof, with the exception of that parcel of land and improvements described in the second paragraph of said will of the said Samuel E. W. Friel, and therein devised to James R. Friel and Samuel E. W. Friel, Jr.," and "B. Whether each of the Residuary legatees", (devises), "mentioned in the sixth paragraph of the said Will, namely, Mary Emily Owens, Albert B. Friel, and Daniel D. Friel, is the owner of an undivided two ninths (2/9) fee simple interest in all the lands described in paragraph 1 hereof, with the exception of that parcel of land and improvements described in the second paragraph of said will of the said Samuel E. W. Friel, and therein devised to James R. Friel and Samuel E. W. Friel, Jr.;"

It is stated in the case, inter alia, in substance, that Samuel E. W. Friel, late of Queen Anne's County, departed this life testate on August 24th, 1941, seized and possessed of a number of tracts of land; that the Last Will and Testament of the Testator has been duly admitted to probate by the Orphans Court for Queen Anne's County, and that letters testamentary have been granted to Samuel E. W. Friel, Jr. and James R. Friel, the Executors named in the Will, both of whom have duly qualified; that the first paragraph of the said Testator's Will provides as follows: "I also will and bequeath to my wife, Martha W. D. Friel one third (1/3) of all my property both Real and Personal where ever situated with the following exceptions, as hereinafter stated."; that the second paragraph of said Will provides as follows: "I hereby will and bequeath to my sons, James R. Friel and Samuel E. W. Friel, Jr. all that piece of land which is situated in the Fifth Election District, Queen Anne's County, State of Maryland and bounded on the South by the Wye-Mills Kent Island Know as the Eastern Shore Blvd. and bounded on the West by a field which was at one time part of the Gallows Field Farm and bounded on the North by the property of the Baltimore & Eastern Railroad Co and bounded on the East by Property of James F. Boyles and William H. Sheppard, heirs et al. Together with all improvements thereon and consisting of Canning Plant, Warehouses, Lumber Shed, Planing Mills Office etc. and all equipment, machinery and buildings that are not at the present time owned by the Friel Lumber Co."; that in the fifth paragraph of said Will it is provided that Martha W. D. Friel shall receive certain weekly payments in lieu of her one third interest in the parcel of land described in the second paragraph of said Will: that the sixth paragraph of said Will provides, "I hereby will and bequeath to my daughter, Mary Emily Owens, My son, Albert B. Friel, My Son, Daniel D. Friel, Minor, Equally the residue of My Estate"; and that the parties hereto are interested in the construction of said Will, all being now of full age and being all the heirs of Samuel E. W. Friel. Said special case stated concludes with the prayer that an opinion of this Court, and a decree in conformity therewith, is requested with reference to said Will so far as the same is set forth in the above case upon the question hereinbefore enumerated.

It is well settled that any evidence which appears on the face of a will that it was not drawn by a skilled draftsman may be considered in construing such will, Farman on Wills, page 380 note d. It is stated in Miller's Construction of Wills, at page 36, that, "the fact that a will was crudely or inartificially drawn is to be given consideration, and a technical construction will not be carried to the same extent". The Court of Appeals, in the case of Barnett v. Barnett, 117 Md. 265, at page 267, speaking of the rules of construction applicable to wills, stated: "The rules of construction are simple and readily understood. Thus it has always been recognized that wills are to be construed more liberally than deeds, in order that the intention of a testator may be carried into effect, and therefore, in order to pass a fee it is not necessary to make a strict use of technical expressions, Page on Wills, sec. 561. It is always the object of the Court to ascertain, if possible, the intention of the testator, or other circumstances which existed at the time of the execution of the instrument; are always proper subject matters of consideration in connection with the language which is actually employed. Henderson v. Henderson, 64 Md. 185; Levi v. Bergman, 94, Md. 204"

While the Will here under consideration contains, in some of its provisions, paragraphs which, when standing alone, are not entirely free of ambiguities, however, when such paragraphs are read in connection with the context of the whole Will, the general intent of the Testator becomes perfectly apparent and manifest. It is stated, in Miller's Construction of Wills, at page 47, that: "In endeavoring to ascertain the meaning of the testator, the attention must not be confined to particular clauses or words of the will; the whole context of the will must be considered, and force and effect must be given if possibly to every material word employed in it, and the whole must be so construed as to reconcile and harmonize every word and expression used by the testator, if it can be done."

In the first paragraph of his Will, after bequeathing and devising to his wife, Martha W. D. Friel, a one third interest in all his property, both real and personal, the Testator qualified the extent of such gift to his wife by adding there to the words: "with the following exceptions, as hereinafter stated." Then, in the second and third paragraphs, the Testator willed to his sons, James R. Friel and Samuel E. W. Friel, Jr., the parcel of land improved by the canning plant, planing mill, &c., together with his one third interest in the Friel Company, Queenstown Wholesale Supply Company, Inc., and the canning business. By the fourth and fifth paragraphs, the Testator directs the said James R. Friel and Samuel E. W. Friel, to assume full responsibility for all debts arising from said business enterprises and, in addition thereto, direct his said sons, James R. Friel and Samuel E. W. Friel, Jr., to make certain payments to their mother, the said Martha W. D. Friel, for and during the terms of her natural life, further stating therein that such payments are to be, "in lieu of her one third interest in the above mentioned property."

Applying the rules of construction, hereinbefore set forth, to the provisions of the will in the instant case, insofar as they dispose of Testator's real estate, it is abundantly clear that it was the intention of the Testator, first, to give and devise to his wife, the said Martha W. D. Friel, an undivided one third fee simple interest in all of his real estate, with the exception of that parcel of land improved by a canning plant, planing mills, &c.; secondly, to give and devise to his sons, James R. Friel and Samuel E. W. Friel, Jr., in fee simple, all that parcel of land improved by a canning house, planing mills, &c., together with certain business interests, and to make his said sons, James R. Friel and Samuel E. W. Friel, Jr., personally liable to their mother, the said Martha W. D. Friel, for the payments therein specified to be made to her for and during her natural life; and, thirdly, to give and devise to each of the residuary devisees, to wit: Mary Emily Owens, Albert B. Friel and Daniel D. Friel, an undivided two ninths fee simple interest in all of his real estate, with the exception of that parcel of land improved by a canning plant, planing mills, &c.

I will sign a decree construing the Will in accordance with this opinion, and answering, in the affirmative, the question submitted in the special case stated.

J. Owens Knotts
Judge.

Filed June 4th 1942.

MARTHA W. D. FRIEL

VS.

SAMUEL E. W. FRIEL, JR.
JAMES R. FRIEL,
ALBERT B. FRIEL,
DANIEL D. FRIEL and
MARY EMILY OWENS

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

No 13315 Equity

DECREE

This cause having been submitted upon a special case stated, and the proceedings having been read and considered,

It is thereupon this 3rd day of June, 1942, by the Circuit Court for Queen Anne's County, and by the authority thereof, ADJUDGED and DECREED, as follows:

First: That under the terms and provisions of the Last Will and Testament of Samuel E. W. Friel, late of Queen Anne's County, deceased, that Martha W. D. Friel is the owner of an undivided one third fee simple interest in all the lands described in the first paragraph of the special case stated, with the exception of that parcel of land and improvements described in the second paragraph of said Will of the said Samuel E. W. Friel, and therein devised to James R. Friel, and Samuel E. W. Friel, Jr.

Second; That under the terms and provisions of the Last Will and Testament of Samuel E. W. Friel, late of Queen Anne's County, deceased, each of the residuary devisees mentioned in the sixth paragraph of the said Will, namely: Mary Emily Owens, Albert B. Friel and Daniel D. Friel, is the owner of an undivided two ninths fee simple interest in all the lands described in paragraph one of the special case stated; with the exception of that parcel of land and improvements described in the second paragraph of said Will of the said Samuel E. W. Friel, and therein devised to James R. Friel and Samuel E. W. Friel, Jr.

Third: That the costs of these proceedings be paid out of the estate.

J. Owens Knotts
Judge

Filed June 4th 1942.

C A U S E N O. 3290

Queen Anne's County to wit: Be it remembered that on this third day of September, in the year nineteen hundred and forty one, the following Order to Docket Suit and Affidavit was brought to be recorded to wit:

John Palmer Smith,
Assignee of Mortgage,

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANN'S COUNTY, IN
EQUITY.

Millard Ellingsworth, and
Margaret Ellingsworth, his wife,
Mortgagors.

CHANCERY CAUSE NO. _____

To the Clerk of said Court:-

Docket suit forthwith on the chancery docket of said Court as per the above titling and filing in said cause a certified copy of the mortgage from Millard Ellingsworth and Margaret Ellingsworth, his wife, to Benjamin Ellingsworth and Lillie Ellingsworth, his wife, bearing date the 20th day of January, 1939, and recorded among the land records of Queen Anne's County in Liber W. H. C. 7-A, folio 562, etc., and of the assignment thereof from said Benjamin Ellingsworth and Lillie Ellingsworth to said John Palmer Smith for the purpose of foreclosure and collection, said assignment bearing date August 30th, 1941, and recorded or to be recorded at the foot of said mortgage.

And also file in said cause the accompanying affidavit as to military service required under the Soldiers' and Sailors' Civil Relief Act of 1940.

This suit is filed for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the nonpayment of the interest covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

John Palmer Smith

John Palmer Smith.

Assignee of Mortgage.

Filed Sept. 3rd. 1941.

John Palmer Smith,
Assignee of Mortgage,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

vs.

IN EQUITY,

Millard Ellingsworth, and
Margaret Ellingsworth, his wife,
Mortgagors,

CAUSE NO 3290

AFFIDAVIT AS TO MILITARY SERVICE

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

I hereby certify that on this 3rd day of September, 1941, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, who, being duly sworn, did depose and say:-

My name is John Palmer Smith .

I am an attorney-at-law.

I am counsel for Benjamin Ellingsworth and Lillie Ellingsworth, his wife, and assignee of the mortgage and the Plaintiff in the Cause in the Circuit Court for Queen Anne's County, in Equity, entitled "John Palmer Smith, Assignee of mortgage, vs. Millard Ellingsworth and Margaret Ellingsworth, his wife, Mortgagors", being Cause, No, 3290 in the Chancery Docket of said Court.

As counsel for said Benjamin Ellingsworth and Lillie Ellingsworth, his wife, and as assignee of said mortgage, I have made diligent inquiry and have ascertained, to the best of my ability, the following facts, which I believe to be true:

1. That Millard Ellingsworth, one of the mortgagors and the former owner of the mortgaged property, is dead, having departed this life, intestate, on the 30th day of April, leaving the following named persons as his only heirs at law, that is to say: Margaret Ellingsworth, his wife, address, Sudlersville, Md.; Clyde Ellingsworth, a son, address, Sudlersville, Md.; Edith Elizabeth Ellingsworth, a daughter, address, Cambridge, Maryland; Millard Ellingsworth, Jr. a son, address, Sudlersville, Md.

2. That said Margaret Ellingsworth, the widow of the deceased, and the other mortgagor, is between the age of 30 and 35 years; has not remarried; is unemployed, is, at present, residing at Sudlersville, Queen Anne's County, Md. and is not, nor within three months prior to the docketing of said suit, in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940.

3. That said Clys Ellingsworth, a son of the deceased, is 25 or 26 years old; is engaged in the business of farming; is at present residing near the mortgaged premises, and is not, nor within three months prior to the docketing of said suit in the military service of the United States of Americas defined by said Act.

4. That said Edith Elizabeth Ellingsworth, a daughter of the deceased, is 23 or 24 years old; is employed by the Health Department in Dorchester County, Maryland; is at present residing at Cambridge, Maryland, and is not, nor within three months prior to the docketing of said suit, in the military service of the United States of America as defined by said Act.

5. That said Millars Ellingsworth, Jr., a son of the deceased, is an infant, of 4 years; is at present, residing with his mother at Sudlersville, in Queen Anne's County, Maryland.

This affidavit is made pursuant to the provisions of said Act herein referred to

John Palmer Smith
John Palmer Smith,
Assignee of Mortgage.

Subscribed and sworn to before me this 3rd day of September, 1941.

A Sydney Gadd Jr.
Clerk of the Court.

Filed Sept. 3rd. 1941.

CERTIFIED COPY OF
MORTGAGE
Filed Sept. 3, 1941.

.....

#19,256. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Twenty-third day of January, in the year nineteen hundred and thirty nine, the following Mortgage was brought to be recorded, to wit:-

One-Two Dollars and One-Ten Cent
Recordation Tax Stamps. Endorsed
1/20/39M E

THIS MORTGAGE, Made this 29th day of January, in the year nineteen hundred and thirty-nine, by Millard Ellingsworth and Margaret Ellingsworth, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, The said Millard Ellingsworth is justly indebted unto one Benjamin Ellingsworth and Lillie Ellingsworth of Chester County, State of Pennsylvania, in the full and just sum of Twenty-one Hundred Dollars (\$2100.00) for cash loaned and advanced to him, to be repaid with interest thereon, payable semiannually, at the expiration of three (3) years from the date of these presents, to secure the payment of which sum with interest as aforesaid, these presents are executed.

NOW, therefore, this Mortgage, Witnesseth, that in consideration of the premises and of the said sum of Twenty-one Hundred Dollars (\$2100.00), the said Millard Ellingsworth and Mildred Ellingsworth, his wife, do hereby grant and convey unto the said Benjamin Ellingsworth and Lillie Ellingsworth, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:-

ALL that tract, lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Sudlersville, to Peter's Corner, called "Morgantown," adjoining now the lands of Homer and Goodhand Davis on the south and the lands now of Mart Redden on the west, the aforesaid public road on the north and the public road from Morgantown to Templeville on the east, containing fourteen acres of land, more or less.

Being the same and all the lands described and conveyed in the deed to the said Millard Ellingsworth from Lelia Sparks, dated September 5th, 1925, and recorded among the land records for Queen Anne's County in Liber B. H.T. #4, folio 139, etc.

Together with all the rights, roads, ways, waters, privileges and advantaged 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 Mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay to the said Mortgagees, their executors, administrators or assigns, the aforesaid sum of Twenty-one Hundred Dollars (\$2100.00), and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements therein on his, her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, their heirs and assigns, shall possess said property.

AND the said Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mortgage, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured shall be due and demandable and the said Mortgagee, their executors, administrators, or assigns, or JOHN PALMER SMITH 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, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash or 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 payments of, first, all expenses incident to such sale, including compensation to the persons making the sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Mortgagors, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Mortgagee, their executors, administrator, 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 of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commissions allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the Mortgagors.

TEST:

J. WILBUR STAFFORD

MILLARD ELLINGSWORTH (SEAL)

MARGARET ELLINGSWORTH (SEAL)

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

I hereby certify, that on this 20th day of January, 1939, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Millard Ellingsworth and Margaret Ellingsworth, his wife, the Mortgagor, and did each acknowledge the foregoing Mortgage to be their respective act and deed.

Witness my hand and Notarial Seal.

J. WILBUR STAFFORD
Notary Public

My Commission expires:
May 3- 1939.

Notary
Public
Seal.

State of Pennsylvania, Chester County, to wit:-

I hereby certify, that on this 21st day of January, 1939, before the Subscriber, a Notary Public of the State of Pennsylvania, in and for Chester County, personally appeared Benjamin Ellingsworth and Lillie Ellingsworth, Mortgagees, and did each make oath in due form of law that the consideration stated in the foregoing Mortgage to be true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

WALTER C. RODGERS
Notary Public

Coatesville, Pa.
Notary Public
Seal.

My commission expires;
Comm. Expires Jan., 4, 1943.

Queen Anne's County, to wit: Be it remembered that on the third day of September, in the year Nineteen Hundred and forty one the following Assignment was filed for record, to wit;

For the purpose of foreclosure and collection, we, Benjamin Ellingsworth and Lillie Ellingsworth, do hereby assign the within and foregoing Mortgage unto John Palmer Smith.

Witness our hands and seals this 30th day of August 1941.

BENJAMIN ELLINGSWORTH (SEAL)
Benjamin Ellingsworth

Witness; SARAH F. JORDAN

LILLIE ELLINGSWORTH (SEAL)
Lillie Ellingsworth

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is truly taken and copied from Liber W. H. C. No. 7A, folio 562, 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 third day of September, in the year nineteen hundred and forty one.

A. Sydney Gadd Jr. Clerk.

Corporate Seals
Place.

CERTIFIED COPY OF BOND
Filed 4th of Sept. 1941.

Queen Anne's County to wit: Be it remembered that on the fourth day of September, in the year Nineteen Hundred and forty one the following Bond was filed for record, to wit:

Know all men by these presents. That we, John Palmer Smith, of Centreville Queen Anne's County, Maryland, as principal, and Glen Falls Indemnity 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 Three Thousand Dollars, current money to be paid to the said State on 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 us, our each of our heirs, executors administrators, and successors, jointly and severally, firmly by these presents sealed with our seals and dated this 4th day of September Nineteen Hundred and forty one, Whereas by virtue of a power of sale contained in a mortgage from Millard Ellingsworth and Margaret Ellingsworth, his wife, to Benjamin Ellingsworth and Lillie Ellingsworth bearing date on or about the 20th day of January, Nineteen Hundred and thirty nine, the said John Palmer Smith, as assignee of said mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part, And whereas default has been made in the payment of the interest and principal aforesaid and the said Benjamin Ellingsworth and Lillie Ellingsworth, by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure and said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage said mortgage said mortgage being recorded in Liber W. H. C. # folio 562, and the said Assignment at the foot of same, a land record book of Queen Anne's County, Md. Now the Condition of the above obligation is such, That if the above bounden John Palmer Smith as assignee of said Mortgage, as assignee of said mortgage do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void, and of no effect otherwise to be and remain in full force and virtue in law.

Signed, sealed, and Delivered
in the presence of

John Palmer Smith (SEAL)

J. C. Jones, Jr.
Attest : J. C. Jones, Jr.

Corporate
Seals
Place
Glen Falls Indemnity Company
L. Herman Meredith
Attorney

On the back of the foregoing Bond was thus endorsed, to wit: Sept. 4, 1941 Bond filed and Security approved.

A. Sydney Gadd Jr. Clerk,

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

I hereby certify that the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 185 &c. A Bond Record Book for Queen Anne's County.

In Testimony Whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 4th day of September, in the year 1941.

Corporate
Seal.

A. Sydney Gadd Jr. Clerk.

REPORT OF SALE
Filed Sept. 29th 1941.

John Palmer Smith,
Assignee of Mortgage,

vs.

Millard Ellingsworth and
Margaret Ellingsworth,
his wife,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

CHANCERY NO. 3290.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of John Palmer Smith, assignee of the mortgage from Millard Ellingsworth and Margaret Ellingsworth, his wife, to Benjamin Ellingsworth and Lillie Ellingsworth, his wife, bearing date January 20th, 1939, and recorded among the land records of Queen Anne's County in Liber W. H. C. No. 7-A, folio 562, etc. respectfully shows:-

That said mortgage was duly assigned by the said Benjamin and Lillie Ellingsworth unto said John Palmer Smith for the purpose of foreclosure and collection, by assignment dated August 30th 1941, and recorded among said land records at the foot of said mortgage.

That default was made by the mortgagors by reason of the non-payment of the interest on the mortgage indebtedness covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

That after giving bond to the State of Maryland with such security as the Clerk of the 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, manner and terms of sale by advertisement inserted in the Queen Anne's Record-Obsverer, 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 banking house of The Sulderville Bank of Maryland, in the town of Sudlersville, Queen Anne's County, Maryland, on Saturday, September 27th, 1941, beginning at the hour of 2'o'Clock P. M., eastern standard time, 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 th highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:-

All that tract, plot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Sudlersville to Peter's Corner, called "Morgantown", adjoining now the lands of Homer & Goodhand Davis on the south, and the lands now of Mart Redden on the west, the aforesaid public road on the north and the public road from Morgantown to Templeville on the east, containing fourteen (14) acres of land, more or less,.

And said assignee sold the above described property to Benjamin Ellingsworth and Lillie Ellingsworth, his wife, as tenants by the entireties, whose address is Embreville, Pa., at and for the sum of Fifteen Hundred Dollars (\$1500.00), they being at that sum the highest bidders therefor, the terms of sale (in addition to those advertized 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:-

State and County taxes for the year 1941 to be adjusted as of day of sale .

The property being vacant and untenanted, possession at once on day of sale,

That costs of title papers and other expenses of transfer at the expenses of purchaser.

That said purchasers have complied with the terms of sale.

Respectfully submitted,

JOHN PALMER SMITH

John Palmer Smith.

Assignee of Mortgage.

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

I hereby Certify, that on this 29th day of September, 1941, before the Subscriber, The Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee of the mortgage mentioned and described in the foregoing Report of Sale, and made oath in due form of law that the matters and things stated in said foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to military service filed in this cause on the third day of September, 1941, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

A. Sydney Gadd Jr.
Clerk

Filed Sept, 29th 1941.

CERTIFICATE OF ADVERTISEMENT
OF SALE
Filed September 29th 1941.

PUBLIC SALE

ASSIGNEE'S SALE OF A VALUABLE SMALL
FARM Near Sudlersville, Md.

Default having occurred in the the terms of the mortgage from Millard and Margaret Ellingsworth to Benjamin and Lillie Ellingsworth, dated January 20, 1939, and recorded in Liber W. H. C. 7-A, folio 562, etc., a land record book for Queen Anne's County, Maryland, the undersigned Assignee will sell at public sale to the highest bidder in front of The Sudlersville Bank of Maryland in the town of Sudlersville, Queen Anne's County, Maryland, on Saturday, Sept. 27, 1941, beginning at the hour of 2:00 o'clock, P. M., the following property, to wit:

All that tract, lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Sudlersville, to Peter's Corner, called "Morgantown," adjoining now the lands of Homer & Goodhand Davis on the south, and the lands now of Mart Redden on the west, the aforesaid public road on the north and the public road from Morgantown to Templaeville on the east, containing 14 acres of land, more or less,.

The building consists of a 2 story, 4-room frame metal roof dwelling, and a machine shed. This property is conveniently located on a concrete highway 1 1/2 miles east of Sudlersville. Possession at once.

TERMS OF SALE: One -third of purchaser price day of sale, balance upon ratification of sale by the Court, or all cash, at option of purchaser, credit payment to bear interest from day of sale, and to be secured to the satisfaction of the undersigned,. Further particulars on day of sale.

JOHN PALMER SMITH
Assignee of Mortgage.

John Plamer Smith, Atty,
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD - OBSERVER

CENTREVILLE, Md.September.29th.1941

THE QUEEN ANNE'S RECORD and OBBERVER PUBLISHING CO. hereby certifies that the Advertisement of Sale in the case of John Palmer Smith, Assignee of Mortgage, vs. Millard Ellingsworth and Margaret Ellingsworth, his wife, mortgagors, a true copy of which is hereto annexed, was inserted in the QUEEN ANNEIS RECORD OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successibe weeks the first publication thereof having been made in said newspaper on the 4th day of Sept, 1941, being more than twenty days before the 27th day of Sept. 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
BY. Helen M. Councill
Filed Sept. 29th 1941.

N I SI
Filed September 29th 1941.

JOHN PALMER SMITH
Assignee

vs.

MILLARD ELLINGSWORTH
MARGARET EELLINGSWORTH, his wife,
Mortgagers,

() IN THE CIRCUIT COURT FOR
()
() QUEEN ANNE'S COUNTY
()
() IN EQUITY.
()
() CHANCERY NO #299
()

ORDERED, This 29th day of September A. D. 1941, that the sale of real estate made and reported in this cause by John Palmer Smith, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd 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 3rd. day of November next.

The Report stated the amount of sales to be \$1,500.00

A. Sydney Gadd Jr. Clerk.

Filed September, 29, 1941.

STATEMENT OF MORTGAGE DEBT
FILED OCT. 6th 1941.

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

John Palmer Smith,
Assignee,

Chancery No. 3290

vs.

Embreeville, Penna.
September 30th, 1941.

Millard Ellingsworth and
Margaret Ellingsworth, his
wife, Mortgagors.

Mr. Millard Ellingsworth,
Mrs. Margaret Ellingsworth,

To

Benjamin Ellingsworth,
and
Lillie Ellingsworth, his wife,.....Dr.

STATEMENT OF MORTGAGE DEBT .

1939.

Jan, 30th

To amount of mortgage debt.....\$2100.00

1941.

Jan. 20th.

To interest on mortgage debt from
Jan. 20th, 1941, to September, 27th, 1941,
day of sale at 6% interest \$ 81.55

Total debt and interest\$ 2181.55

Benjamin Ellingsworth

Lillie Ellingsworth

STATE OF PENNSYLVANIA , CHESTER COUNTY, TO WIT:-

I HEREBY CERTIFY, that on t'is Second day of October, 1941,
before the Subscriber a Notary Public of the State of Pennsylvania, in and for
Chester County, personally appeared Benjamin Ellingsworth and Lillie Ellingsworth,
his wife, and each made oath in due form of law that the matters and facts set
forth in t e above Statement are true to the best of their respective knowledge and
belief.

Witness my hand and Notarial Seal.

Walter C. Rodgers Coatesville Pa.
Notary Public

Notary Public
Seal

My COMMISSION EXPIRED COMM EXPIRES 1-3-1944

Filed Oct. 6th 1941.

.....

CERTIFICATE OF PUBLICATION OF

NISI SALE.

Filed Dec. 4th 1941.

JOHN PALMER SMITH
Assignee

vs.

MILLARD ELLINGSWORTH
MARGRET ELLINGSWORTH,
HIS WIFE, Mortgagors

() IN THE CIRCUIT COURT FOR QUEEN ANNE'S
()
() COUNTY,
()
() IN EQUITY.
()
() CHANCERY NO. 3290/.

ORDERED, This 29th day of September, A. D. , 1941, that the
sale of real estate made and reported in this cause, by John Palmer Smith, Assignee,
be ratified and confirmed , unless cause to the contrary thereof be shown on or
before the 2nd. 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 3rd. day of November next.

The Report stated the amount of sales to be \$1500.00 .

A. SYDNEY GADD JR. Clerk.

True copy
Test:-
Filed Septmeber 29th 1941.

A. SYDNEY GADD JR. Clerk.

4t-10-23

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md. December 2, 1941.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of John Palmer Smith, Assignee vs. Millard Ellingsworth Margaret Ellingsworth, 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 four successive weeks the first publication thereof having been made in said newspaper on the 2nd. day of October, 1941, being more than before the day of193.....

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Evelyn S. Butler
Filed, Dec. 4, 1941.

FINAL ORDER OF RATIFIACITION
FILED DEC. 4th 1941.

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, this 4th day of December, in the year nineteen hundred and forty-one, that the sale of the real estate made and reported by John Palmer Smith, Assignee, in the aforesaid Cause of "John Palmer Smith, Assignee of Mortgage, vs. Millard Ellingsworth and Margaret Ellingsworth, his wife, Mortgagers;" be and the same is hereby FINALLY RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appeared to have been given as required by the precedings Order Nisi,. That Assignee is allowed the usual commissions and all expenses not personal, upon producingg proper nvouches therefore before the Auditor.

J. Owens Knotts
Judge.

Filed Dec. 4th 1941.



C A U S E N O. 3306.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty six day of January in the year nineteen hundred and forth two, the following Order to Docket suit and etc, was filed for record, to wit:

Harrison W. Vickers,
Attorney and Assignee

vs.

Clara M. Ahern, Widow

IN The Circuit Court for
Queen Anne's County, Maryland
In Equity,
No.,.3306..

IN The Circuit Court for
Queen Anne's County, Maryland
In Equity,
No.,.3306..

A. SYDNEY GADD, JR., Clerk:

Please docket the above entitled case, make certified copy of the Mortgage, approve and file Bond and enter my appearance for the Complainant.

HARRISON W. VICKERS.
Harrison W. Vickers, Attorney for
Complainant.

.....
AFFIDAVIT AS TO
MILITARY STATUS.
Filed Jan, 26th 1942.

STATE OF MARYLAND,
KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of January, in the year 1942, before me the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared HARRISON W. VICKERS, Attorney and Assignee and he made oathe in due form of law that after diligent inquiry it has been found that Clara M. Ahern is a widow and about 76 years of age. That said Clara M. Ahern is not employed and she resides in Kent County, State of Maryland and is not now in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 and Chapter 710 of the Laws of Maryland of 1941, not has she been in such service within three months prior hereto.
AS WITNESS my hand and Notarial Seal.

Notary Public
Seal.

ENNA B. LEWIS
Enna B. Lewis, Notary Public

.....
CERTIFIED COPY OF MORTGAGE
Filed January 26th 1942.

#18,899. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventh day of May, in the year nineteen hundred and thirty eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made, this 2nd day of May in the year one thousand, nine hundred and thirty eight by and between Clara M. Ahern, Widow Moragor of Kent County, State of Maryland, of the one part, and Merritt Brice Mortgagee, of Kent County, State of Maryland, of the other part.

WHEREAS, The said Mortgagor is justly indebted unto said Mortgagee in the full sum of Three thousand (\$3,000.00) 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 promissory note bearing evendate herewith, payable at the end of six months with interest at 6% payable semi-annually.

AND WHEREAS, This Mortgage is made to secure the payment of said debt and the interest thereon, in the manner and at the 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 Clara M. Ahern, Widow Mortgager does grant unto the said Merritt Brice Mortgagee his heirs or assigns, in fee simple,

ALL the certain farm or tract of land situate, lying and being on the Southwest side of the public road leading from Millington to Church Hill, in the district aforesaid, known as the "Dungannon" and "Nasbys Addition", which are contained within the following courses and distances, to wit: BEGINNING at a stone at the end of the second line of Jonothan Evans part of "Dugannon" and thence with said line reversed S. 74½ deg. West 227 perches to a stone, thence North 3 deg. West 126.6 perches to a stone, thence South 76½ deg. West 36.2 perches to the first line of Dungannon, thencewith said line North 3 deg. West 79.2 perches to the end thereof, thence North 87 deg. East 100 perches; thence North 23 deg. West 8.9 perches; to the

end of the first line of which part of Nasbys Addition heretofore conveyed by Charles Russell to Jonathan Hall; thence with that part of said tract North 15 deg. West 79 perches; thence North 52 deg. East, 14 perches; thence South 48 deg. East 272.8 perches; "Bridgewater", thence South 3 deg. East 78.2 perches to said Evans land and from thence by a straight line to the beginning, containing, containing 285 Acres, more or less.

ALSO all that part of a tract of land in said Queen Anne's County, called "Rochester's Enjoyment" beginning at a stone in the road, corner for a tract of land called Winchester and running South $2\frac{1}{4}$ deg. East 81.8 perches; thence North 78 deg. East 16.3 perches; thence North 77 perches; thence North $87\frac{3}{4}$ deg. East 90.8 perches; thence North 38 deg. E. $\frac{3}{4}$ perches; thence North 16 deg. West 83.6 perches to the public road; thence with said road South $44\frac{1}{2}$ deg. West 109.4 perches and from thence in a straight line to the beginning, containing 39 Acres 35 Perches of land, More or less.

IT BEING the same property which was conveyed to John P. Ahern by Deed from Herbert E. Perkins, Trustee, said Deed dated the 12th day of June, 1929 and recorded among the Land Records for Queen Anne's County in Liber B. H. T. No. 9, folio 509.

ALSO the same property which John P. Ahern died, seized and possessed of and which was devised under the last Will and Testament of the said John P. Ahern to Clara M. Ahern, his widow.

TOGETHER with the building and improvements upon said lands, and the rights, roads, ways, waters, privileges, appurtenances and advantages, there-to belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Merritt Brice, his heirs and assigns forever.

PROVIDED, that if the said Clara M. Ahern her heirs, executors, administrators or assigns, shall pay said Mortgage debt and interest and said promissory note at maturity or any renewals 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 her part to be performed, then this Mortgage shall be void.

AND it is agreed that until default be made in the premises, the Clara M. Ahern 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, mortgaged debt and interest, as evidenced by said promissory note or any of said renewals, the said Clara M. Ahern for herself and for her 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 payment of the same, or in any agreement, covenant 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 H. W. Vickers, 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 maybe necessary to satisfy and pay debt, interest and all cost incurred in making 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 a manner following, viz; upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Kent County, Maryland, and such other notice as the party making/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 all expenses, incident to such sale, including an attorney's fee of thirty dollars and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, including a fee of thirty 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, her heirs, personal representatives or assigns, or to whoever maybe entitled to the same. But in case said mortgage debt, interest and cost are paid after default (and also, after filed 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 her heirs, personal representatives or assigns, do hereby further covenant to and with the said Mortgagee h heirs, personal representatives or assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, together with all costs and expenses incurred, including a fee of thirty-five dollars for preparing and furnishing the required bond.

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

And the said Clara M. Ahern for her heirs, executors, administrators and assigns does further covenant to insure, and pending the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to an amount of 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 insure to the benefit of the said Mortgagee or

her assigns, to the extent of the mortgage indebtedness of their lien or claim hereunder.

AND the said Mortgagor for herself and for her 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 Mortgagee or his personal representatives or assign hereunder.

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

WITNESS, my hand and seal.

TEST: C. M. Melvin Jr. CLARA M. AHERN (SEAL) Widow

STATE OF MARYLAND, KENT COUNTY TO WIT:

I HEREBY CERTIFY, that on this 2nd. day of May in the year one thousand nine hundred and thirty eight before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared Clara M. Ahern the within named mortgagor and acknowledged the foregoing Mortgage to be her act.

C. M. MELVIN JR. Notary Public

Notary Public Seal.

STATE OF MARYLAND, KENT COUNTY TO WIT:

I HEREBY CERTIFY, that on this 2nd day of May in the year one thousand nine hundred and thirty eight before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, state foresaid, personally appeared Merritt Brice the within mortgagee and made oath in due form of law, that consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

C. M. MELVIN JR. Notary Public

Notary Public Seal.

One -Two Dollars and One- One Dollar Recordation Tax Stamps, Endorsed M. B. 5/7/38

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 26th day of January, in the year nineteen hundred and forty two, the following Assignment was filed for record, to wit:-

FOR VALUE RECEIVED, I hereby Assign the within mortgage and foregoing mortgage unto Harrison W. Vickers, Attorney for the purpose of foreclosure and collection.

Witness my hand and Seal this 10th day of January A. D. 1942.

MERRITT BRICE (SEAL)

TEST: C. M. MELVIN JR.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber W.H.C. No. 6A, folio 507, 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 26th day of January in the year nineteen hundred and forty two.

A. Sydney Gadd Jr. Clerk.

Corp. Seal. Place.

..... CERTIFIED COPY OF BOND Filed Jan. 26th 1942.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of January, nineteen hundred and forty two, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, Harrison W. Vickers, as principal,

and The United States Fidelity and Guaranty Company, a body corporate, duly incorporated under the laws of the State of Maryland, assurety, are held and firmly bound unto the State of Maryland, in full and just sum of Four Thousand Dollard, 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 January, in the year of our Lord Nineteen Hundred and Forty Two.

Whereas the above bounden Harrison W. Vickers by virtue of the power contained in a mortgage from Clara M. Ahern, widow, to Merritt Brice, Millington Maryland, Dated the 2nd day of May, 1938, and has been recorded among the land records of Queen Anne's County, Maryland, in Liber W. H. C. No. 6A, folio 507, which said mortgage has been assigned to said Harrison W. Vickers for foreclosure and collection, and the said Harrison W. Vickers also being named attorney in said mortgage, default having been made in the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH. that if the above bounden Harrison W. Vickers, Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity then the above obligations shall be void, otherwise shall be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounded Harrison W. Vickers has hereto set his hand and seal and the said body corporate has cause these presents to be duly signed by its Agent attested by its Atty- in- Fact, the day and year herein above written.

Signed, Sealed and Delivered in the presence of

ENNA B. LEWIS

Corp. Seal.

HARRISON W. VICKERS (SEAL) Harrison W. Vickers

United States Fidelity and Guaranty Company of Baltimore Maryland.

By. WM. Belt Townshend WM Belt Townshend, Atty in Fact.

And on the back of the foregoing bond was thus endorsed, to wit: Bond filed and Security approved Jan. 26th 1942.

A. Sydney Gadd Jr. Clerk.

State of Maryland,

Queen Anne's Countym to wit:

I hereby Certify that on the foregoing is truly taken and copied from Liber W. H. C. No. 1, folio 195, 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 26th day of January, in the year nineteen hundred and forty two.

Corp Seal.

A. Sydney Gadd Jr. Clerk.

REPORT OF SALE Filed Feb. 13th 1942.

Harrison W. Vickers, Attorney named in the Mortgage and Assignee

vs.

Clara M. Ahern.

In the Circuit Court for Queen Anne's County, Maryland In Equity. No..3306..

TO THE HONORABLE , THE JUDGES OF SAID COURT:

The Report of Harrison W. Vickers, Attorney and Assignee of the Mortgage from Clara M. Ahern, Widow to Merritt Brice dated May 2, 1938 and recorded among the Land Records for Queen Anne's County, Maryland, in Liber W. H. C No. 6A, Folio 507 and default having occurred in the Mortgage by the non-payment of the Mortgage when due, interest and taxes, the said Harrison W. Vickers, Attorney and Assignee of said Mortgage in conformity with the authority and power of sale in said Mortgage contained, and after having given Bond with security for the faithful performance of his trust and after giving notice of the time place, manner and terms of sale by advertisement inserted in the Chestertown Transcript, a newspaper printed and published in Kent Co, Maryland as required by said Mortgage, and also by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for at least twenty days before the day of sale, your Attorney and Assignee did pursuant to said notice, offer in front of the Court House Door in Centreville, Maryland, on Tuesday, February 10, 1942, between the hours of 2:00 P. M. and 3:00 P. M., the said mortgaged Real Estate at Public Sale and the Same was sold to Wilbur S. Brinsfield at and for the sum of Three Thousand Dollars (\$3000.00), he being the highest bidder, and which said property is described as follows:

ALL that lot of land situate on the road from Millington to Pondtown and containing as a whole 324 Acres 35 Perches of land, more or less and more particularly described as follows, ALL that certain Farm or tract of land situate, lying and being on the Southwest side of the Public Road leading from Millington to Church Hill in the district aforesaid, known as the "Dungannon" and "Nasbys Addition", which are contained within the following courses and distances, to wit: BEGINNING at a stone at the end of the second line of Jonothan Evans part of "Dungannon" and thence with said line recersed South 74 degrees West 227 perches to a stone, thence North 3 degrees West 126.6 perches to a stone, thence South 76 1/2 degrees West 36.2 perches to the first line of Dungannon, thence with said line North 3 degrees West 79.2 perches to the end thereof, thence North 87 degrees East 100 perches, thence North 23 degrees West 8.9 perches, to the end of the first line of which part of Nasbys Addition heretofore conveyed by Charles Russell to Johnothan Hall, thence with that part of said tract North 15 degrees West 79 perches, thence North 52 degrees East 14 perches, thence South 48 degrees East 272.8 perches to "Bridgewater", thence South 3 degree East 78.2 perches to said Evans land from thence by a straight line to the beginning, containing 285 Acres, more or less. ALSO all that part of a tract of land in said Queen Anne's County, called "Rochester's Enjoyment", beginning at a stone in the road, corner for a tract of land called Winchester and running South 2 1/4 degrees East 81.8 perches, thence North 78 degrees East 16.3 perches, thence North 77 perches, thence North 77 perches, thence North 87 3/4 degrees East 90.8 perches, thence North 38 degrees East 9 3/4 perches, thence North 16 degrees West 83.6 perches to the public road, thence with said road South 44 1/2 degrees West 109.4 perches and from thence in a straight line to the beginning, containing 39 acres,, 35 perches of land, more or less,.

And your Attorney and Assignee further reports that the said Wilbur S. Brinsfield has made satisfaction arrangements and settlement for said property and he deems the said sale to have been fairly made and pryas the usual order thereon.

Respectfully submitted,

HARRISON W. VICKERS
(Harrison W. Vickers) Attorney and Assignee

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of February, in the year 1942, before me the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Harrison W. Vickers Attorney and Assignee and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief,

AN WITNESS my hand and Notarial Seal.

ENNA B. LEWIS
ENNA B. LEWIS, Notary Public

Notary Public
Seal.

Filed Feb. 13th 1942.

.....
NISI SALE
Filed Feb. 13th 1942.

N I S I

Harrison W. Vickers,
Attorney and Assignee,

vs,

Clara M. Ahern

) IN THE CIRCUIT COURT FOR QUEEN ANNE'S
)
) COUNTY IN EQUITY.
)
) CHANCERY NO. 3306

ORDERED, This 13th day of February A. D. , 1942, that the sale of real estate made and reported in this cause by Harrison W. Vickers, Attorney and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of March next.

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

& A. Sydney Gadd Jr. Clerk.

Filed February 13, 1942.

.....
CERTIFICATE OF ATTORNEY AND
ASSIGNEE SALE

ATTORNEY AND ASSIGNEE'S SALE
of valuable
REAL ESTATE

Under and by virtue of the power and authority contained in a Mortgage from Clara M. Ahern, Widow to Merritt Brice dated May 2, 1938 and recorded among the Land Records for Queen Anne's County, Maryland in Liber W. H. C. No. 6A, Folio 507, which said Mortgage was assigned to Harrison W. Vickers on January 10, 1942 for the purpose of foreclosure and collection and the said Harrison W. Vickers is also named as Attorney in said Mortgage default having occurred in said Mortgage the undersigned Attorney and Assignee will offer at public sale to the highest bidder in front of the Court House Door in Centreville, Queen Anne's County, Maryland on TUESDAY, FEB. 10, 1942 between the hours of 2:00 P. M. and 3:00 P. M., all that Farm situate on the road from Millington to Pondtown and containing as a whole 324 ACRES 35 PERCHES, more or less and more particularly described as follows:

All that certain farm or tract of land situate, lying and being on the Southwest side of the Public Road leading from Millington to Church Hill, in the District aforesaid known as the "Dungannon" and "Nasbys Addition," which are contained within the following courses and distance, to wit: BEGINNING at a stone at the end of the second line of Jonothan Evans part of "Dungannon" and thence with said line reversed South 74 1/2 degrees West 227 perches to a stone, thence North 3 degrees West 126.6 perches to a stone, thence South 76; degrees West 36.2 perches to the first line of Dungannon, thence with said line North 3 degrees West 79.2 perches to the end thereof, thence North 87 degrees East 100 perches, thence North 23 degrees West 8.9 perches, to the end of the first line of which part of Nasbys Addition heretofore conveyed by Charles Russell to Johothan Hall, thence with that part of said tract North 15 degrees West 79 perches, thence North 52 degrees East 14 perches, thence South 48 degrees East 272.8 perches to "Bridgewater", thence South 3 degrees East 78.2 perches to said Evans land and from thence by a straight line to the beginning, containing, containing 285 Acres, more or less.

ALSO all that part of a tract of land in said Queen Anne's County, Called "Rochester's Enjoyment", beginning at a stone in the road, corner for a tract of land called Winchester and running South 2 1/4 degree East 81.8 perches, thence North 77 perches, thence North 87 3/4 degrees East 90.8 perches, thence North 38 degrees East 9 3/4 perches, thence North 16 degrees West 83.6 perches, to the public road, thence with said road South 44 1/2 degrees West 109.4 perches and from thence in a straight line to the beginning, containing 39 Acres 35 Perches of land, more or less.

THE IMPROVEMENTS consists of a two story frame dwelling, Cow Stable, Barn and other Out-buildings. There is considerable woodland on this Farm.

TERMS OF SALE:

One-third cash on sale, balance upon ratification of sale, The unpaid purchase money is to bear interest. Title papers including stamps at cost of the purchaser, Taxes to be adjusted to the day of sale.

HARRISON W. VICKERS,

Attorney named in the Mortgage and Assignee.

CHESTERTOWN, MD. March 28, 1942.

It is hereby certified that the annexed advertisement of sale was published in the Chestertown Transcript, a weekly newspaper printed and published in Chestertown, in Kent County, Maryland, for at least Four successive weeks before the 10th day of February 1942, and the same was inserted and published on Jan. 16, Jan. 23, Jan. 30, Feb. 6, 1942.

R. H. Collins & Sons
Editors.

R. H. Collins Jr.

Filed Mar. 31, 1942.

.....
STATEMENT OF MORTGAGE INDEBTEDNESS.
Filed April 17th 1942.

Harrison W. Vickers,) In the Circuit Court for
Attorney and Assignee)
vs.) Queen Anne's County, Maryland
Clara M. Ahern, Widow)
) In Equity, No. 3306
)
)

Clara M, Ahern, Widow

TO Merritt Brice, Mortgagee Dr.

To amount due under Mortgage from Clara M. Ahern, widow to Merritt Brice dated May 2, 1938 and recorded among the Land Records for Queen Anne's

County, Maryland, in Liber W. H. C. No. 6A,
folio 507..... \$ 2 000.00

To amount of interest on said Mortgage from
June 2, 1941 to February 10, 1942, the day
of sale..... 82.67

To amount of taxes paid on said property..... 90.18

To amount of Insurance on said property..... 11.60

TOTAL \$ 2184.45

MERRITT BRICE
Merritt Brice

STATE OF MARYLAND,

KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of April
in the year Nineteen Hundred Forty Two, before me the subscriber, a Notary Public
of the State of Maryland, in and for Kent County aforesaid, personally
appeared MERRITT BRICE, Mortgagee and he made oath in due form of law that the
above Statement of Mortgage Indebtedness is true to the best of his knowledge
and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal.

C. M. Melvin Jr.

Notary Public.

Filed April 17th 1942.

.....
CERTIFICATE OF ATTORNEY AND ASSIGNEE'S
SALE IN THE QUEEN ANNE'S RECORD -OBSERVER
Filed April 18th 1942.

ATTORNEY AND ASSIGNEE'S SALE
of Valuable

Real Estate

Under and by virtue of the power and authority contained in a Mortgage
from Clara M. Ahern, Widow, to Merritt Brice dated May 2, 1938 and recorded among
the Land Records for Queen Anne's County, Maryland, in Liber W. H. C No. 6A,
Folio 507, which said Mortgage was assigned to Harrison W. Vickers on January 10, 1
1942 for the purpose of foreclosure and collection and the said Harrison W.
Vickers, is also named as attorney in said Mortgage, default having occurred in
said Mortgage, the undersigned Attorney and Assignee will offer at public sale
to the highest bidder in front of the Court House Door in CENTREVILLE, Queen Anne's
County, Maryland, On TUESDAY., FEB. 10, 1942. between the hours of 2:00 P. M. and
3:00 P. M. all that Farm situate on the road from Millington to Pondtown and cont-
aining as a whole 324 ACRES 35 PERCHES. more or less and more particularly describ-
ed as follows:

ALL That certain farm or tract of land situate, lying and
being on the Southwest side of the Public Road leading from Millington to Church
Hill in the district aforesaid, known as the "Dungannon" and "Nasbys Addition",
which are contained within the following courses and distances, to wit:
BEGINNING at a stone at the end of the second line of Jonothan Evans part of
"Dungannon" and thence with said line reversed South 74½ degrees West 227 perches
to a stone, thence North 3 degrees West 126.6 perches to a stone, thence South 76½
degrees West 36.2 perches to the first line of Dungannon, thence with said
line North 3 degree West 79.2 perches to the end thereof, thence North 87 degrees
East 100 perches, thence North 23 degrees West 8.9 perches, to the end of the
first line of which part of Nasbys Addition heretofore conveyed by Charles Russell
to Jonothan Hall, thence with the part of said tract North 15 degrees West 79 per-
ches, thence North 52 degrees East 14 perches, thence South 48 degrees East 272.8
perches to "Bridgewater", thence South 3 degrees East 78.2 perches to said Evans
land to the beginning, containing 285 Acres, more or less.

ALSO all that part of a tract of land in said Queen Anne's
County, called "Rochester Enjoyment" beginning at a stone in the road, corner for
a tract of land called Winchester and running South 2¼ degrees East 81.8 perches,
thence North 78 degrees East 16.3 perches, thence North 77 perches, thence North
87 ¾ degrees East 00.8 perches, thence North 38 degrees East 9 ¾ perches, thence
North 16 degrees West 83.6 perches to the public road, thence with said road South
44½ degrees West 109.4 perches and from thence in a straight line to the beginning,
containing 39 Acres 35 Perches of land, more or less.

THE IMPROVEMENTS consist of a two story frame dwelling, Cow
Stable, Barn and other Out building, There is considerable woodland on this Farm.

TERMS OF SALE

One-third cash on day of sale, balance upon ratification of
sale. The unpaid purchase money is to bear interest. Title paper including stamps
at cost of the purchaser. Taxes to be adjusted to the day of sale.

HARRISON W. VICKERS,
Attorney named in the Mortgage and Assignee.

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md. April 18, 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the annexed advertisement of sale in the case of Harrison W. Vickers, attorney and assignee versus Clara M. Ahern 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 (4) successive weeks the first publication thereof having been made in said newspaper on the 15th day of January, 1942, being more than 20 days before the 10th day of February 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

BY Myrtle Lewis

Filed April 18th, 1942.

.....

N I S I
Filed April 18, 1942

N I S I

Harrison W. Vickers, Attorney and Assignee : In the Circuit Court for Queen Anne's
vs : County, in Equity
Clara M. Ahern, Widow : Chancery No. 3306

ORDERED, This 13th day of February A. D. 1942, that the sale of real estate made and reported in this cause by Harrison W. Vickers, Attorney and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of March next.

The Report states the amount of sales to be \$3000.00.

A. SYDNEY GADD JR. Clerk
True Copy
Test: A. SYDNEY GADD JR. Clerk

Filed February 13, 1942.

QUEEN ANNE'S RECORD - OBSERVER
Centreville, Md. April 18, 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Harrison W. Vickers, attorney and assignee versus Clara M. Ahern 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 19th day of February 1942, being more than four weeks before the 20th day of March 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
By Myrtle Lewis

Filed April 18, 1942.

.....
ORDER OF COURT
Filed April 21, 1942.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 20th day of April, 1942, that the sale made and reported by Harrison W. Vickers, Attorney and Assignee as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Attorney and Assignee is allowed the commissions provided for in said Mortgage and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Wm. R. Horney
Judge/

Filed April 21, 1942.

.....
A U D I T
Filed June 17, 1942.

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

Harrison W. Vickers, Attorney and Assignee : CHANCERY DOCKET
vs : CAUSE NO. 3306
Clara M. Ahern :

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your auditor, unto Your Honrs respectfully setforth:-

The proceedings of this Cause were instituted and have been had for the collection by foreclosure sale of a mortgage debt due by Clara M. Ahern unto Meritt Brice under the mortgage mentioned and described in this Cause. This mortgage was assigned by said Merritt Brice unto Harrison W. Vickers, the plaintiff for the purpose of collection by these foreclosure proceedings and said Harrison W. Vickers, has made sale of the mortgaged property.

The amount of the sale is more than enough to pay the mortgage debt due on the day of sale and the costs of this cause and of the sale.

The auditor has stated the within account by first charging Harrison W. Vickers as the Vendor of the property with the gross amount of the sale made by him per his report, \$3,000.00.

He has then allowed out of the amount so charged as follows: Unto the said Harrison W. Vickers as vendor the commissions for making the sale, the fee for making the sale and the fee for preparing the bond necessary under the mortgage in accordance with the terms of the mortgage, the costs of advertising the notices of the sale in three newspaper, the charges of his auctioneer for crying the sale, the cost of his bond, the costs of fire insurance and taxes relative to the mortgage property, the cost of his Notary fees, the cost of advertising the order nisi to be passed as to this audit and the cost of the order nisi which was passed as to the sale, the fee of the auditor and the cost of a copy of the will of John P. Ahern.

Unto Merritt Brice the amount of his mortgage claim due on the day of the sale, both principal and interest.

The balance of the amount so charged unto the vendor remaining after the above allowance thereout is the surplus sale of this cause and is undistributed and remains subject to the future order of the Court for up to this time no claim thereto has been filed.

The distribution of the mortgage claim unto Merritt Brice has been made at the request of Harrison W. Vickers, the present assignee of the mortgage under assignment to him from Merritt Brice.

Mr. Vickers stated to the auditor that the copy of the will of John P. Ahern mentioned in the account attached was procured by him in order to complete the title of the Mortgagor sold by Mr. Vickers. This copy was procured to be recorded among the will records of Queen Anne's County for the land sold under the mortgage is situate in Queen Anne's County.

Respectfully submitted,

Madison Brown
Auditor

June 15, 1942.
Filed June 17, 1942.

CAUSE NUMBER 3306

The proceeds of the sale of the mortgaged real estate of Clara M. Ahern, the party making the mortgage filed in this Cause, in account with Harrison W. Vickers, assignee of said mortgage and as such the party making the sale thereunder reported in this cause.

CR:

1942 By amount of the gross proceeds of the mortgage sale made
Feb. this date, per report of sale filed, to wit:\$3,000.00
10.

DR:

" To Harrison W. Vickers, party making the sale reported, for his compensation for making the sale, a fee of\$30.00
commissions of\$165.00
a total compensation of per terms \$195.00 \$195.00
of mortgage.

To do., for the Court costs of this cause per statement thereof made by Clerk of Court, exhibited as follows:
Costs of the Clerk (Paid) \$20.00
Appearance fee (Vickers) 10.00
TOTAL..... \$30.00 \$30.00

To do., for his fee for preparing the bond filed by him in this Cause per terms of the mortgage, the sum of \$35.00

To do., for costs of advertising notices of the mortgage sale in Kent News, per account for same with receipt thereon exhibited, the sum of \$ 26.00

To do., for costs of advertising notices of the mortgage sale in Chestertown News paper " The Transcript", per account for same with receipt thereon exhibited, the sum of \$ 26.00

To do., for costs of advertising notices of the mortgage sale in Queen Anne's County newspaper, Queen Anne's Record-Observer Publishing Company, per account for

same with receipt thereon exhibited, the sum of\$52.25

To do., for amount paid H. Stockton Stant, auctioneer, for crying the sale mentioned per his receipt for same exhibited, the sum of 15.00

To do., for the costs of his bond with corporate surety thereon filed herein, paid said surety per account for same with receipt thereon exhibited, the sum of..... 16.00

Amount carried forward..... 395.25 3,000.00

CAUSE NUMBER 3306 DR. CR.

Amounts brought forward395.25 3,000.00

DR.

To Harrison W. Vickers, party making the sale of this Cause, for costs of fire insurance obtained in the matter of this mortgage, per receipt of Clarence M. Melvin, exhibited, the sum of..... 11.60

To do., for amount of State & Count taxes on mortgaged property for year 1941, paid by him per account for same receipted by tax collector, J. Edgar Bryan, exhibited appears, to wit:90.18

To do., for costs of advertising order nisi on sale paid to him per receipted account for same exhibited appears, the sum of 5.00

To do., for costs of Notary fees paid by him in this matter to Enna B. Lewis, Notary 1.30

To do., for costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

To do., for costs of certified copy of last will and testament of John P. Ahern, procured by vendor from Register of Wills of Kent County for record in Queen Anne's County to complete title sold under the mortgage, per receipted account for same exhibited, appears, to wit: the sum of 1.50

To Madison Brown, auditor, for stating this account, the sum of13.50

521.83

To Merritt Brice, the Mortgagee who assigned the mortgage of this cause unto Harrison W. Vickers, for the purpose of foreclosure and collection per copy of mortgage filed in this cause, in full payment of his mortgage claim, principal \$2,000.00 and interest, \$82.67 as of the day of the sale, per his mortgage claim filed in this cause, the sum of2,604.50

To this balance undistributed to remain subject to the future order of this Court, the sum of 395.50

3,000.00 3,000.00

June 15, 1942.

Madison Brown
Auditor .

Filed June 17th 1942.

.....
NISI RATIFICATION OF AUDIT
Filed June 17, 1942.

NISI RATIFICATION OF AUDIT

Harrison W. Vickers, Attorney and assignee	:	In the Circuit Court for
	:	Queen Anne's County in Equity
vsc	:	Cause No. 3306.
Clara M. Ahern	:	

ORDERED, this 17th day of July in the year nineteen hundred and forty two, that the Report and Account filed in these proceeding Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of July, 1942; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of July, 1942, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk

Filed June 17, 1942.

.....
PETITION OF THE PEERLESS
FERTILIZER CO
Filed Aug, 4, 1942

Harrison W. Vickers, : In the Circuit Court for
Attorney & Assignee, :
vs : Queen Anne's County
Clara M. Ahern : In Equity
No. 3306

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of The Peerless Fertilizer Company of Chestertown, Maryland respectfully shows:-

One. That, by the audit stated by Madison Brown, Auditor, appointed in the above entitled Cause, which audit is filed in these proceedings, thereis shown an undistributed balance of \$395.50 as surplus proceeds of sale which is audited to be retained by the assignee subject to the future order of this Honorable Court.

Two. That the said Clara M. Ahern is indebted unto your Petitioner, The Peerless Fertilizer Company as is shown by a short copy filed herewith, of the judgment of The Peerless Fertilizer Company vs. C. M. Ahern in appearances No. 13 May Term 1940, which was entered from a transcript of the judgment in the Circuit Court for Kent County appearances No. 53, July Term 1939, said judgment being for \$1,057.18, with interest from September 25, 1939, and costs and commissions of \$105.72. Your Petitioner further shows that there have been the following payments which are to be credited on said judgment:-

August 8, 1940 payment \$300.00
October 19, 1940 " 200.00
August 5, 1941 " 250.00

Leaving a balance due on the principal of said judgment of \$307.18.
The interest on said judgment up to August 1, 1942 is \$98.85

Three. Your Petitioner is further advised that the said surplus proceeds of sale should be applied to the payments of the said judgment debt due as aforesaid.

Four. Your Petitioner, therefore, pryas this Honorable Court to pass on Order directing Madison Brown, Auditor in this Cause, to give notice by Publication to all Judgment Creditor, Lienors and Assignees of the said Clara M. Ahern, and all persons claiming an interest in the Equity of redemption in the above Cause to file their claims properly authenticated with him as provided by the Equity Rules of this Court and thereafter to state an Audit distributing the surplus proceeds of sale in this Cause.

Respectfully submitted.

THE PEERLESS FERTILIZER COMPANY

W. R. Hubbard
President

Filed August 4, 1942.

.....
EXHIBIT OF THE PEERLESS FERTZ CO.
Filed August 4, 1942.

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

Appearances : May Term , 1940
WR. Hubbard :
The Peerless Fertilizer : May 23rd, 1940
Company : Received and filed, Certified Copy of Judgment
13 : from Kent County
vs : In the Circuit Court for Kent County, Maryland
C. M. Ahern : No. 53 Appearances, July Term, 1939 Case
P.P.H. : docketed by consent, Nar & Note and authority
to enter judgment.
Judgment confessed Sept. 25, 1939 in favor of
Plaintiff for \$1057.18 with interest from date
and costs and \$105.72 attorney's commissions, with
all exemption waived.
Plaintiff's costs \$7.50
A. S. Gadd Jr. 1.25 Paid 1-22-41
Clerk
Defendants Costs 5.00
Clerks Certificate attached.

True Copy

Test: A. Sydney Gadd Jr. Clerk

.....
ORDER OF COURT
Filed Aug 4, 1942.

The foregoing Petition having been read and considered, it is therefore, this 4th day of August in the year nineteen Hundred and Forty-two, ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this

Court, that the proceedings of the above entitled Cause be, and the same is hereby, referred to Madison Brown, Auditor of this Court, who is hereby directed to give notice by Publication in some Newspaper published in said County once a week for four successive weeks, to all judgment creditors, lienors or assignees of Clara M. Ahern, and all persons claiming an interest in the Equity of redemption in the above Cause, to file their claims, with the vouchers thereof with him on or before a certain day (which shall be 60 days from the date of the first publication) named in said notice;

And it is further ORDERED, that the said Madison Brown, Auditor, be and he is hereby authorized to take such testimony as may be necessary to establish said claims, and he is hereby directed to state and return to this Court an Audit distributing the surplus proceeds of sale of this Cause to the Claimants thereof as their rights may appear.

Wm. R. Horney
Judge.

Filed Aug 4, 1942.

.....
NISI RATIFICATION OF AUDIT
Filed Aug 4, 1942.

NISI RATIFICATION OF AUDIT

Harrison W. Vickers, Attorney and assignee : In the Circuit Court for
vs : Queen Anne's County
Clara M. Ahern : In Equity Cause No. 3306

ORDERED, This 4th day of August in the year nineteen hundred and forty two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of August 1942, provided a copy of this order be published once a week in each of two successive weeks before the 21st day of August 1942, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk

Filed August 4, 1942.

.....
COPY ORDER NISI ON AUDIT
Filed Aug 27, 1942.

NISI RATIFICATION OF AUDIT

Harrison W. Vickers, Attorney : In The Circuit Court for Queen Anne's
and Assignee : County in Equity
vs : Cause No. 3306
Clara M. Ahern :

ORDERED, This 4th day of August, in the year nineteen hundred and forty -two that he 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 August, 1942; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of August, 1942, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk

True Copy
Test:

A. Sydney Gadd Jr. Clerk

Filed August 4, 1942.

QUEEN ANNE'S RECORD - OBSERVER
CENTREVILLE, Md. August 27, 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Harrison W. Vickers, Attorney and Assignee vs. Clara M. Ahern 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 (2) successive week the first publication thereof having been made in said newspaper on the 6th day of August 1942, being morethan 2 weeks before the 21st day of August 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Myrtle M. Lewis

Filed Aug 27, 1942.

.....
AUDITOR'S NOTICE TO CREDITOR
Filed Nov. 10, 1942.

In the Circuit Court for Queen
Harrison W. Vickers, assignee

Clara M. Ahern, mortgagor
Cause No. 3306

Pursuant to the order of above named Court passed in said Cause NOTICE is hereby given to all Judgement Creditors, Lienors and Assignees of Clara M. Ahern, the mortgagor defendant named above and to all persons claiming and interest in the equity of redemption (to wit: to wit: the surplus proceeds of the mortgage sale made in above named Cause shown undistributed by the audit filed) in said cause, to file their claims with the vouchers thereof properly authenticated with the undersigned auditor on or before the 9th day of November, 1942. Claims not filed within said time will be excluded from sharing in the distribution of said surplus.

Done at Centreville, Maryland on this Seventh day of September 1942.

MADISON BROWN

Auditor

QUEEN ANNE'S RECORD - OBSERVER
Centreville, Md. Nov. 10, 1942

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Auditor's Notice to Creditors in the case of Harrison W. Vickers, assignee vs. Clara M. Ahern, 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, Maryland, once a week for four (4) successive weeks the first publication thereof having been made in said newspaper on the 10th day of September, 1942, being more than four weeks before the 9th day of November 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Myrtle M. Lewis

Filed Nov. 10, 1942.

.....
AUDIT NO. 2
Filed Dec. 15, 1942.

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

Harrison W. Vickers, assignee of	:	
mortgage	:	Chancery Docket
	:	
versus	:	Cause No. 3306
	:	
Clara M. Ahern	:	

To the Honorable, the Judges of said court:-

The Report of Madison Brown, your auditor, unto Your Honors respectfully set forth:-

That by the order of this Court passed herein on August 4, 1942 (see Paper No. 16) the proceedings of this cause were referred unto your auditor with directions to give notice by publication in some newspaper published in this county once a week for four successive weeks to all judgment creditors, lienors, assignees of Clara M. Ahern and to all persons claiming an interest in the equity of redemption in this cause to file their claims with this auditor on or before some day to be named in the notice.

Your auditor gave this required notice and filed attached to this audit a copy of the same certified as to publication by the newspaper which published the notice, The time named in said notice for the filing of claims has expired and in accordance with the order of the court mentioned your auditor has stated an audit distributing the surplus proceeds of sale of this cause to the Peerless Fertilizer Company, a judgment creditor filing a claim.

The only claim filed with the auditor under this notice is the judgment claim mentioned.

In the within account Harrison W. Vickers, the vendor of the cause is charged with said surplus proceeds of sale and the following items are then allowed out of said balance.

Costs of advertising notice to creditors mentioned and of the order nisi to be passed in this audit, the clerk's cost and the fee of the auditor and the balance of the amount so charged to the Vendor is then distributed to the Peerless Fertilizer Company in part payment of its judgment claim against Clara M. Ahern, mortgagor.

The claim so filed has been proved by the proper affidavit. The auditor ascertained by examination of the judgment records of Queen Anne's County that this judgment so mentioned is next in lien to the mortgage mentioned in this cause. This judgment claim so filed is the only claim filed by the auditor under the notice and being proven in proper manner the auditor deemed it unnecessary to take testimony in support thereof.

Respectfully submitted,

Madison Brown
Auditor.

December 12th 1942.
Filed Dec. 15, 1942.

CAUSE NUMBER 3306

Harrison W. Vickers, assignee of the mortgage under which the sale of this cause was made and as such the vendor making said sale which was of Clara M. Ahern, IN ACCOUNT WITH the proceeds of the sale so made by him and described in his Report of Sale.

1942
June

DR.

17 To that balance of the sale so made by him remaining now in his hands and which is undistributed by the audit filed in this cause on this date as said audit shows, to wit: the sum of395.50

1942
June

CR.

17 By amount allowed to said Harrison W. Vickers, vendor as aforesaid for the payment of advertisement of the notice to creditors of Clara M. Ahern to file their claims given by this auditor under order of this Court (Paper No.16), per account rendered for the same, the sum of\$5.00

By amount allowed to said vendor for the payment of the costs of advertising the order nisi to be passed as to this audit, the sum of 3.50

By amount allowed to the said vendor for the payment of the costs due the Clerk of this Court arising in these proceedings since the first audit as per Bill of Costs made by the Clerk exhibited, the sum of 13.75

By amount allowed to said vendor for payment

To Madison Brown, auditor , for his fee for stating this audit and preparing and giving the notice to creditors above mentioned, the sum of 9.00

31.25

By amount allowed to said vendor for payment by him to Peerless Fertilizer Company, judgment creditor of said Clara M. Ahern in part, payment of the judgment obtained by the Peerless Fertilizer Company against Clara M. Ahern Under the name of C. M. Ahern filed in this cause pursuant to the notice to creditors above mentioned, this balance, which is not sufficient to pay said claim in full, to wit: the sum of364.25

395.50

395.50

December 12th 1942.

Madison Brown
Auditor

CAUSE NUMBER 3306

Peerless Fertilizer Company : Judgment Claim filed with the Auditor.
versus :
C. M. Ahern :

Judgment dated September 25, 1939 in Circuit Court for Kent County , Number 53, Appearances July term - 1939.

Copy filed in Circuit Court for Queen Anne's County, May 23rd 1940, per certified copy made by clerk of last named court filed with the auditor and statement of debt attached, duly proven by judgment creditor.

STATEMENT

Amount of judgment\$1,057.18
Interest charged thereon to August 1, 1942, 98.85
Per statement attached to claim filed 105.72
Add costs and commissions per copy of judgment
1,261.75

CREDITS:

Per claim filed:
Payment on August 8, 1940,.....\$300.00
Payment on August 18, 1940, 200.00
Payment on August 5, 1941,..... 250.00
750.00
511.75

Credit: By amount distributed to the said claim per this audit, the sum of 364.25

Balance now due 147.50

December 12th 1942.

Madison Brown
AUDITOR

Filed Dec. 15, 1942.

.....
NISI RATIFICATION OF AUDIT
Filed December 15, 1942.

NISI RATIFICATION OF AUDIT

Harrison W. Vickers, assignee of mortgage, : In the Circuit Court for
vs :
Clara M. Ahern : Queen Anne's County, in Equity
Cause No. 3306

ORDERED, This 15th day of December in the year nineteen hundred and forty two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of January, 1943, provided a copy of this order be published once a week in each of two successive weeks before the 2nd day of January, 1943, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk

Filed December 15, 1942.

.....
ORDER OF COURT
Filed Jan 4th 1943,

ORDER OF COURT

ORDERED on this 4th day of January in the year nineteen hundred and forty three by the Circuit Court for Queen Anne's County sitting as a court of Equity and by the authority of this Court that the within and foregoing Report and Account of Madison Brown as the auditor of this Court be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi heretofore passed in this cause in relation to said Report and Account and Harrison W. Vickers, the party making the sale described in the cause be and he is hereby authorized and directed to apply the proceeds of sale in accordance with said account except as to the balance shown on page 2 of the Account undistributed which balance of \$395.50 is directed to be held by said Harrison W. Vickers until order of this Court,

Wm. R. Horney
Judge.

Filed Jan 4th 1943.

.....
CERTIFICATE OF PUBLICATION
NISI AUDIT
Filed Jan 11th 1943.

QUEEN ANNE'S RECORD - OBSERVER
Centreville, Md. Jan 11th 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Harrison W. Vickers, assignee of Mortgage vs Clara M. Ahern a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD - OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for two successive weeks before the 2nd day of January 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 17th day of December 1942, and the last insertion on the 24th day of December 1942.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING
COMPANY
By Myrtle Lewis

Filed Jan 11th 1943.

NISI RATIFICATION OF AUDIT

Harrison W. Vickers, : In the Circuit Court for Queen
Assignee of mortgage. :
vs : Anne's County in Equity
Clara M. Ahern : Cause No. 3306

ORDERED, this 15th day of December, in the year nineteen hundred and forty two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of January, 1943; provided a copy of this order be published once a week in each of two successive weeks before the 2nd day of January, 1943, in some newspaper printed and published in Queen Anne's County

A. SYDNEY GADD JR.
Clerk

Filed Dec. 15, 1942.

True Copy
Test:
A. SYDNEY GADD JR.
Clerk

.....
ORDER OF COURT
Filed Jan 11th 1943.

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

Harrison W. Vickers, assignee of :
Mortgage : Chancery Docket
vs : Cause No. 3306
Clara M. Ahern :

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County in Equity on this 11th day of January in the year nineteen hundred and forty three that the within and afore-

going Report and Account of Madison Brown, auditor, be and the same is finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi heretofore passed in this Cause in relation to said Report and Account and it is further ORDERED by the Court that Harrison W. Vickers, assignee and the Vendor of this cause be and he is hereby directed to apply the proceeds of said distributed by said audit in accordance with the same/

Wm. R. Horney
Judge.

Filed Jan. 11th 1943.

continued from folio 349
of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with Joseph W. A. Evans subscribed his name as witness to said Will at his request, in his presence and in the presence of each other.

Sworn in open court.

Test: Norman S. Dudley
Register of Wills of Queen Anne's County, Md.

TO THE HONORABLE, THE JUDGES OF THE ORPHANS' COURT
OF QUEEN ANNE'S COUNTY:

This is to give notice that Charles Hecker, George Hecker, Marie Webber, Martha Fort, Children of Max Hecker, Senior, late of Queen Anne's County, deceased, desire to, and intend to caveat the purported will of said Max Hecker, Senior, dated Aug, 22, 1931 and lately lodged in the office of the Register of Wills of said County, and desire to be notified when said will will be offered for probate.

Respectfully

Thos. J. Keating Jr.
Attorney for Caveators.

Filed May 14, 1935.

TO THE HONORABLE, THE JUDGES OF THE ORPHANSI COURT OF
QUEEN ANNE'S COUNTY:

The undersigned, attorney for Charles Hecker, George Hecker, Marie Webber, and Martha Fort, hereby withdraws objection of the probate of the Will of Max Hecker, deceased.

Thos. J. Keating Jr.
Attorney

Filed June 13, 1939.

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

The foregoing Instrument of Writing, purporting to be the last Will and Testament of MAX E. HECKER, SR., late of Queen Anne's County, State of Maryland, deceased, having been given to the next relations of said deceased in accordance with the law, notice of Intention to file a Caveat to the said last Will and Testament of the said Max E. Hecker, Sr., was filed on the 14th day of May, 1935. The aforesaid objection having been withdrawn by Thos. J. Keating, junior, attorney for Charles Hecker, George Hecker, Marie Webber and Martha Fort, Caveators, on the 13th day of June, 1939, and the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS AND DECREES, This 15th day of August, A. D. 1939, that the same be admitted in this Court as the true and genuine last will and Testament of the said Max E. Hecker, Sr., deceased.

Henry C. Bowen

C. Tilghman Bishop

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

Filed June 11, 1942.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of Max E. Hecker, senior, deceased, as filed in this office on May 7, 1935 and probated Aug. 15, 1939, and recorded in Liber N. S. D. No. 1, Folio 130, Will Record in the Orphans' Court for Queen Anne's County, Maryland.

Seals In Testimony Whereof I hereunto subscribe my name and affix
Place. the seal of my office this 10th day of June 1942.

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

.....
CERTIFICATE OF ADMINISTRATION
Petitioner's Exhibit No. 3
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 Record in said Court that on the 28th day of May A. D., nineteen hundred and thirty five, Letters of Administration pendente lite of all and singular the goods, chattels, credits and personal estate of Max E. Hecker, Sr. late of Queen Anne's County, deceased, were granted and committed unto Max E. Hecker, Jr. 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

Seals
Place.

Of Queen Anne's County, this 10th day of June,
nineteen hundred and forty two.

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

Filed June 11, 1942.

PETITIONER'S EXHIBIT NO. 4
Filed June 11, 1942.

IN RE ESTATE OF MAX E. HECKER, SR. : In the Orphans' Court of Queen Anne's
DECEASED. : County.

The first and final administration account of Max E. Hecker, junior administrator pendents lite of the estate of Max E. Hecker, senior, deceased.

This accountant charges himself with the following personal property, to wit:

With the inventory of the Personal Property of the deceased, to wit:	\$1,650.37
Less loss on sales,	<u>152.95</u>
	1,497.47

Less amount paid to redeem ring pledged with the Stevensville Bank of Maryland for loan to Max E. Hecker, senior.251.95

and less amount paid Nathan's Furniture Company for a balance on stove sold to Max/E. Hecker, senior, under a Conditional Sales Contract, to wit:..... 40.00 291.95

Total amount of estate with which this Accountant is chargeable, to wit: 1,205.52

And this accountant craves allowance for the following payment and distributions, to wit:

1. For an amount paid Barton Brothers, for the funeral of the deceased, to wit: 100.00
and for an amount retained to pay Barton Brother, for the balance of their preference claim, as per receipt for same appears, to wit: 200.00 \$300.00
2. For an amount retained by this accountant for his commissions at the rate of 10% on the sum of \$1,497.47, or the sum of \$149.75
Less the State Tax due the State of Maryland at the rate of 1% on \$1,497.47..... 14.97 14.97
net amount of commissions retained, to wit: 134.78
3. For an amount retained by this accountant to pay H. B. W. Mitchell, for legal services rendered, as per receipt for same appears, to wit: 100.00
4. For an amount paid S. Earle Long for two years interest on \$500.00 mortgage.....60.00
and premium on fire insurance policy,11.72 71.72
5. For an amount paid National Liberty Fire Insurance Company for premium on fire insurance policy,..... 12.65
6. For an amount paid National Libert Fire Insurance Company for premium on fire insurance policy, 12.65
7. For an amount paid Glens Falls Indemnity Company for two years premiums on his bond as administrator, per receipt for same appears, to wit: 20.00
8. For an amount retained to pay Glens Falls Indemnity Company, for three years premiums on his bond as administrator, per account for same appears, to wit: 30.00
9. For an amount paid A. Sydney Gadd, junior, Trustee for the collection of taxes, as per receipt for same appears, to wit: 36.22
10. For an amount paid Walter Jewell, appraiser and for affidavit, per receipt for same appears, to wit:3.30
11. For an amount paid Edward E. Coursey, appraiser and for affidavit, per receipt for same appears, to wit: 3.30
12. For an amount paid Queen Anne's Publishing Company, for advertising sale, and for advertising Bank Stock sale, as per receipt for same appears, 14.70
6.25 20.95
13. For an amount paid Queenstown News for advertising sale, 18.75
and for advertising notice to creditors,..... 3.50
as per receipt for same appears, to wit:..... 22.25

14. For an amount paid Queenstown News for advertising sale of bank stock, as per receipt for same appears to wit:5.00
15. For an amount paid Elijah Williams for helping at sale of the personal property, as per receipt for same appears, to wit:1.00
16. For an amount paid Durley Wilson for helping at sale of personal property, as per receipt for same appears, to wit:3.00
17. For an amount paid Norman Boulden for helping at sale of personal property, as per receipt for same appears, to wit:2.00
18. For an amount paid J. H. E. Legg for clerking sale of personal property, as per receipt for same appears, to wit:5.00
19. For an amount paid J. Elmer Anthony, for crying sale of personal property, to wit:\$15.00
for crying sale of bank stock, to wit:7.50
as per receipt for same appears, to wit:22.50
20. For an amount paid Norman S. Dudley, Register of Wills for his costs incident to the administration on this estate, as per receipt for same appears, to wit:50.80
21. For an amount paid J. William Keith, Treasurer, for state and county taxes for the year 1935 as per receipt for same appears, to wit:\$43.18
and for the year 1936, as per receipt for same appears, to wit:40.45 83.63
22. For an amount paid Rev. Howard A. McDade, for conducting the funeral of the deceased, as per receipt for same appears, to wit:10.00
23. For an amount paid by this accountant for medical attention rendered by the following doctors and paid in the following proportions by this accountant, to wit:
to Dr. Chas. E. Snyder, 31.25
to Dr. W. N. Palmer, 9.38
to Dr. P. E. Cox, 9.37
as per receipt for same appears, to wit:50.00
24. For an amount paid Barton Brothers as a dividend of .20763 on the sum of \$135.50 balance due on their account above the preference claim for the funeral of the deceased, to wit: 28. 13
25. For an amount paid Wm. Deiches & Co. as a dividend of .20763 on the sum of \$20 .62 the amount of their claim filed against this estate, to wit: 4.28
26. For an amount paid Dr. Chas. E. Snyder as a dividend of .207.63 on the sum of \$141.75 balance due on his account above the preference claim for medical attention, to wit: 29.43
27. For an amount paid Dr. Wm. N. Palmer as a dividend of .20763 on the sum of \$5.62 balance due on his account above the preference claim for medical attention, to wit: 1.17
28. For an amount paid Dr. P. E. Cox as a dividend of .20763 on the sum of \$5.63 balance due on the account above the preference claim for medical attention, to wit: 1.17
29. For an amount paid Montgomery Ward & Co., as a dividend of .20763 on the sum of \$20.39 the amount of their claim filed in this estate, to wit: 4.23
30. For an amount paid George Hecker as a dividend of .20763 on the sum of \$90.00 the amount of his claim filed in this estate, to wit:18.69
31. For an amount paid to W. I. Tuttle as a dividend of .20763 on the sum of \$65.30 being the amount of his note and accrued interest filed in this estate, to wit: 13.56
32. For an amount paid Edward S. Thompson as a dividend of .20763 on the sum of \$10.00 the amount of his claim filed in this estate, to wit: 2.08
33. For an amount paid to H. D. Kelley as a dividend of .20763 on the sum of \$25.55 the amount of his claim filed in this estate, to wit: 5.30
34. For an amount paid to Friel Lumber Company as a dividend of .20763 on the sum of \$132.78 the amount of their claim filed against this estate, to wit: 27.58

- 35. For an amount paid to Leo Hecker as a dividend of .20763 on the sum of \$257.50 the amount of his claim filed in this estate, to wit:53.46
- 36. For an amount paid the A. & C. Candy Company as a dividend of .20763 on the sum of \$3.48 the amount of their claim filed against this estate, to wit:72
1,205.52

TOTAL AMOUNT OF DISBURSEMENTS AND ALLOWANCES , TO WIT:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This accountant Max. E. Hecker, junior, administrator pendente lite of the estate of Max E. Hecker, senior, deceased, hereby respectfully submits the foregoing First and Final Administration Account of the personal estate of the said Max E. Hecker, senior, deceased.

Max E. Hecker, Jr.
Max E. Hecker, junior, administrator pendents lite.

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

I hereby certify that on this 21st day of November, 1939, before me, the subscriber, the Register of Wills for Queen Anne's County, Maryland, personally appeared Max E. Hecker, junior, administrator pendente lite of the estate of Max E. Hecker, senior, deceased, and made oath in due form of law that the matters and things stated in the foregoing First and Final Administration Account are true as therein set forth, that the said account is just and true as stated, and that he has paid or secured to be paid theseveral allowances therein craved in said Account, to the best of his knowledge and belief.

Norman S. Dudley
Register of Wills

ORDER OF COURT

The within and foregoing First and Final Administration Account of the personal estate of Max E. Hecker, senior, deceased, having been examined, IT IS ORDERED, this 21st day of Nove., 1939, by the Orphans' Court of Queen Anne's County and by the authority of said Court, that the said First and Final Administration Account be and the same is hereby approved, finally ratified and confirmed, and is hereby ordered to be received, filed and recorded.

Henry C. Bowen
C. Tilghman Bishop
Harry B. Moore
Judges of the Orphans' Court of
Queen Anne's County, Maryland.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the First and Final Administration Account of Max E. Hecker, junior, administrator of estate of Max E. Hecker, senior, deceased, as filed and passed in this office on November 21, 1939 and recorded in Liber N. S. D. No. 1, Folio 466 Record Book of administration accounts in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 10th day of June 1942.

Seals Place.

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

Filed June 11th, 1942.

ORDER OF COURT
Filed June 16th, 1942.

H. B. W. MITCHELL, ASSIGNEE	:	IN THE CIRCUIT COURT FOR QUEEN
VS	:	ANNE'S COUNTY, IN EQUITY,
MAX E. HECKER, SR., MORTGAGOR	:	Cause # 3266

ORDERED, this 15th day of June, 1942, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Charles Heckers a son, who intermarried with Eva B. Heckers, Marie Webers, a daughter, who intermarried with Mathew Webers, George Hecker, s, a son, who intermarried with Nellie Hecker, all of whom are adults and reside in Baltimore, Maryland, legatees, devisees and heirs - at- Law of Max H cker, Sr., be and they are hereby wanted to appear and answer the the petition of W. I. Tuttle, on or before the 22nd, day of June, next, be services of the writ of Subpoena upon them, on or before the 6th day of June, next.

J. Owen Knotts
Judge.

Filed June 16th 1942.

ORDER OF PUBLICATION AND NOTICE TO CREDITORS
Filed June 16th 1942.

H. B. W. MITCHLLE, ASSIGNEE : IN THE CIRCUIT COURT FOR
 VS : QUEEN ANNE'S COUNTY, IN EQUITY
 MAX E. HECKER, SR., MORTGAGOR : CAUSE # 3266

The Object of this suit is to have the surplus proceeds of sale under a mortgage applied to pay creditors of Max Hecker, Sr., late of Queen Anne's County, mortgagor.

The Bill states that said Max Hecker, Sr., died testate, before the sale under the mortgage, indebted unto W. I. Tuttle in the sum of \$51.74, it being the balance due on a promissory note, and to others, leaving personal property insufficient to pay his debts, upon which administration was granted to Max E. Hecker, Jr., Administrator pendente lite; that the land sold for more than enough to satisfy the mortgage and his creditors are entitled to the surplus proceeds; that Max Hecker, Sr., left surviving him and now living as his devisees and legatees Charles Hecker, a son, who intermarried with Eva B. Hecker, Marie Weber, a daughter, who intermarried with Nathew Weber, George Hecker, a son, who intermarried with Nellie Hecker, all of whom are adults and reside in the City of Baltimore and State of Maryland; and Max E. Hecker, Jr., a son, who intermarried with Mabel V. Hecker and their infant children, Virginia Hecker, Maxine Hecker and Max Hecker, 3rd., all of whom are non-residents of Maryland, and reside in Boothwyn, Delaware County, Pennsylvania.

ORDERED, this 15th day of June, 1942, by the Circuit Court for Queen Anne's County, in Equity, that the creditors of Max Hecker, Sr., deceased, file their claims, with vouchers, with the Clerk of this Court on or before the 31st day of August, next, or be excluded from participation in the distribution of said surplus proceeds of sale;

ORDERED, further, that notice of the object and purpose of said petition be given to Max E. Hecker, Jr., Mabel V. Hecker, Virginia Hecker, Maxine Hecker, and Max Hecker, 3rd., non residents, by publishing this order in some weekly newspaper published in Queen Anne's County, once in each of four successive weeks before the 20th. day of July, next, and warning them to appear in this Court, in person or by attorney, on or before the 5th day of August, next, to show cause, if any they have, why the petition should not be granted.

J. Owen Knotts
 Judge.

Filed June 16th, 1942.

.....
 SUBPOENA DIRECTED TO GEORGE
 AND NELLIE HECKER TO APPEAR AND
 ANSWER.
 Filed June 20th 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO George Hecker and Nellie Hecker, his wife,
 Seals
 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 July next, to answer the complaint of H. B. W. Mitchell, assignee against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court,
 the first Monday of June 1942.
 Issued the sixteenth day of June 1942.

William McK. Gibson

Solicitor for Petitioner.

 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 July next, being the Return Day.

A. Sydney Gadd Jr. Clerk

And on the back of the foregoing is thus endorsed to wit:
 Summoned Ambo and a copy of the Process left with each of
 defendant
 Lycett, 6/18/42

Joseph C. Deegan
 Sheriff

Filed June 20, 1942.

.....
 SUBPOENA DIRECTED TO CHARLES AND EVA B. HECKER
 TO APPEAR AND ANSWER.
 Filed July 7th, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Charles Hecker and Eva B. Hecker, his wife.

Seals 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 Centre-ville, in said County, on the First Monday of July next, to answer the complaint of H. B. W. Mitchell, assignee, against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the first Monday of June 1942. Issued the sixteenth day of June 1942.

William McK. Gibson Clerk
Solicitor for Petitioner.

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.

A. Sydney Gadd Jr. Clerk

And on the back of the foregoing is endorsed to wit:
Non Sunt

Joseph C. Deegan

Filed July 7th 1942.

.....
SUBPOENA DIRECTED TO MARIE WEBER
AND MATHEW WEBER, TO APPEAR AND ANSWER
Filed June 24th, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

6-18-42 #1 6-22-42 11

TO Marie Weber and Mathew Weber, her husband

Seals Place. OF BALTIMORE CITY, BREETING:

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 Centre-ville, in said County, on the First Monday of July next, to answer the complaint of H. B. W. Mitchell, assignee against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the first Monday of June 1942. Issued the sixteenth day of June 1942.

William McK. Gibson Clerk
Solicitor for Petitioner.

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.

A. Sydney Gadd Jr. Clerk

And on the back of the foregoing is thus endorsed to wit:
Summoned Ambo and a copy of the Process left with each defendant

Lycett 6/18/42

List 6/22/42

Joseph C. Geegan
Sheriff

Filed June 24th 1942.

.....
SUBPOENA DIRECTED TO CHARLES AND
EVA B. Hecker to appear and
Answer
Filed Sept. 19, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Charles Hecker and Eva B? Hecker, his wife.
Seals 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 Centre-ville, in said County, on the First Monday of October next, to answer the complaint

of H. B. W. Mitchell, assignee, against you in said court exhibited.

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

WITNESS , The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of September 1942. Issued the Eleventh day of September 1942.

William Mc. K. Gibson

A. Sydney Gadd Jr. Clerk

Solicitor for Petitioner.

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.

A. Sydney Gadd Jr. Clerk

And on the back of the foregoing is thus endorsed to wit:
Summoned, Ambo and a copy of the Process left with each Defendant .
Lycitt
9-18-42

Filed Sept. 19, 1942.

Joseph C. Deegam
Sheriff

.....
PETITION FOR A FEE FOR PETITIONER'S SOLICITOR
Filed Oct 21st, 1942.

H. B. W. MITCHELL, Assignee : In the Circuit Court for Queen
vs :
: Anne's County, in Equity.
: Cause No. 3266.
MAX E. HECKER, SR., Mortgagor. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William McK. Gibson is his capacity as an attorney at law of this Court, unto your Honors respectfully sets forth:-

1. That your Petitioner as solicitor by W. I, Tuttle, one of the creditors of Max Hecker, Sr., deceased, filed a Petition in this Cause in the nature of a Creditors' Bill for the benefit of all the creditors of Max Hecker, Sr., deceased, in order to have the surplus proceeds of sale remain in the hands of William McK. Gibson, Special Trustee, applied to the claims of the creditors of the said Max Hecker, Sr., deceased.
2. That as will appear by the Audit filed in this cause, the surplus proceeds of sales remaining in the hands of said Special Trustee subject to the future order of this Court in the sum of Five Hundred Ninety Four Dollars and Fifty Two Cents (\$594.52).
3. That William McK. Gibson, after examining the law in such cases, prepared the Bill of Complaint and filed the same in this cause and thereafter conducted the proceedings had under said Bill to the present time, and now this Cause is ready for an audit distributing the surplus proceeds of sale to the payment and liquidation of the balance remaining due and owing by the said Max Hecker, Sr., deceased, after the application of the dividend received by the creditors from the personal estate of the said decedent.
4. That under the law of the Equity Courts of this State relating to cases of this kind and the practice of this Court, your Petitioner respectfully suggest to the Court that he is entitled to be paid out of the surplus proceeds of sale a reasonable fee for his legal services rendered to the creditors of Max Hecker, Sr., deceased, who will receive as a result of such services an additional dividend on their claims against the decedent.

Your Petitioner therefore prays your Honors to pass an Order allowing him a sum of money as a reasonable fee for his services so rendered out of the surplus proceeds of sale in this Cause and in the Order directing the Auditor of this Court to allow in the audit this fee.

Respectfully submitted,

William McK. Gibson
Petitioner.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned attorney at law of this Court, do hereby certify that we have examined the proceedings of this Cause with the view of ascertaining the amounts of the labor and skill rendered by William McK. Gibson as an attorney at law in the preparation of the Bill of Complaint in the nature of a Creditors' Bill filed in this cause and in the conduct of the proceedings had under said Bill and we do certify unto your Honors that in our judgment the sum of Sixty Dollars will be a reasonable fee to be allowed said William McK. Gibson for his services as the attorney at law in this Cause.

Richard T. Earle

John Palmer Smith

Filed Oct. 21st. 1942.

The foregoing Petition of William McK. Gibson and the foregoing certificate of the attorneys at law above named, have been read and considered.

.....
PETITION AND ORDER OF COURT
TO REFER ALL PAPERS TO COURT
AUDITOR.
Filed Oct. 21st 1942.

H. B. W. Mitchell, Assignee, : In the Circuit Court for
vs : Queen Anne's County, in Equity.
Max Hecker, Sr., Mortgagor, : Cause # 3266.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of W. I. Tuttle , one of the creditors of Max Hecker, sr., late of Queen Anne's County, State of Maryland, deceased, by William McK. Gibson, his Solicitor, respectfully shows unto your Honors.

1. That in accordance with the Order of this Honorable Court passed on the 15th day of June, 1942, Marie Weber, a daughter of the deceased, and Mathew Weber, her husband, were summoned to appear and answer the Petition of said W. I. Tuttle, by service of a writ of subpoena upon them to appear within fifteen days of the first Monday of July, 1942; that George Hecker, a son of the deceased, and Nellie Hecker, his wife, were summoned to appear and answer the Petition of said W. I. Tuttle, by service of a writ of subpoena upon them to appear within fifteen days of the first Monday of July, 1942; that Charles Hecker, a son of the deceased, and Eva B. Hecker, his wife, were summoned to appear and answer the Petition of said W. I. Tuttle , by service of a writ of subpoena upon them to appear within fifteen days of the first Monday of October, 1942; that no answer has been filed by any of the above named legatees, devisees and heirs, - at- law of Max Hecker, Sr.

2. That in accordance with the Order of this Honorable Court passed on the 15th day of June, 1942, notice of the object and purpose of the Petition of said W.I. Tuttle was given to Max E. Hecker, Jr., a son of the deceased, and Mabel V. Hecker, his wife, and Virginia Hecker, Maxine Hecker, and Max H. Hecker, Third, infant children of Max E. Hecker, Jr., non resident s, by publishing said Order of this Honorable Court in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of July, 1942, a Publisher's certificate of said publication being attached hereto as a part of this Petition ; that none of the above mentioned legatees, devisees and heirs- at- law of the deceased have filed an answer to said Petition.

3. That in accordance with the Order of this Honorable Court passed on the 15th day of June, 1942, your Petitioner caused said Notice to Creditors to be published in The Queen Anne's Record -Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of July, 1942 , a Publisher's certificate of said publication being attached hereto as a part of this Petition.

4. That the time has now expired within which Creditors were required to file their claims in accordance with the aforesaid Order, said Order requiring said claims to be filed with the Clerk of the Circuit Court for Queen Anne's County on or before the 31st day of August, 1942.

5. That your Petitioner now desires to have the papers in this Cause referred to the Auditor for the Purpose of stating an audit of the proceeds of sale remaining after the payment of the mortgage debt in this cause, applying said surplus of proceeds of sale to the payment of the claims filed in response to the aforesaid Order according to their legal priorities if any.

WHEREFORE, your Petitioner prays your honors to pass an Order referring the papers in this Cause to the regular Auditor of this Court for the Purpose of stating an audit of the surplus proceeds of sale, and empowering said Auditor, to take whatever testimony he may deem necessary in order to establish the validity and amount of any claim or claims filed against said surplus of proceeds of sale.

Respectfully submitted,
William McK. Gibson
Solicitor for Petitioner.

Filed Oct. 21st. 1942.

.....
ORDER OF COURT
Filed Oct 27th, 1942.

It is thereupon on this 23rd day of October, 1942, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, ORDERED that William McK. Gibson , the Petitioner, be and he is hereby allowed out of the surplus proceeds of the sale of this Cause for his services rendered as attorney at law in this Cause, the sum of Sixty Dollars, and it is further ORDERED that the Auditor of this Court allow said sum of money unto the said William McK. Gibson as a fee for his legal services rendered in this cause,

Filed Oct 27th, 1942.

J. Owen Knotts
Judge.

ORDER OF COURT
Filed Oct 27th 1942.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 23rd day of October, 1942, that the papers in this Cause, be, and the same are, hereby referred to the regular Auditor of this Court with directions to state an audit of the surplus proceeds of sale of the real estate made in this Cause to the payment of the claims filed in response to the previous Order of Notice to Creditors according to the legal priorities of any such claims, if any, and said Auditor shall have full power and authority to take such testimony as he shall deem necessary in order to ascertain the amount and/or validity of any claim or claims filed against said surplus proceeds of sale.

J. Owen Knotts.
Judge.

Filed Oct 27th, 1942.

ORDER OF PUBLICATION
AND NOTICE TO CREDITORS
Filed Oct 27th, 1942.

ORDER OF PUBLICATION AND NOTICE TO CREDITORS

H. B. W. Mitchell, Assignee : In the Circuit Court for Queen
vs : Anne's County, In Equity
Max Hecker, Sr., Mortgagor : Cause No. 3266

The Object of this suit is to have the surplus proceeds of sale under a mortgage applied to pay creditors of Max Hecker, Sr., late of Queen Anne's County, mortgagor.

The bill states that said Max Hecker, Sr., died, testate, before the sale under the mortgage, indebted unto W. I. Tuttle in the sum of \$51.74, it being the balance due on a promissory note, and to others, leaving personal property insufficient to pay his debts, upon which administration was granted to Max E. Hecker, Jr., Administrator pendente lite; that the land sold for more than enough to satisfy the mortgage, and his creditors are entitled to the surplus proceeds; that Max Hecker, Sr., left surviving him and now living, as his devisees and legatees, Charles Hecker, a son, who intermarried with Eva B. Hecker, Marie Weber, a daughter, who intermarried with Mathew Weber, George Hecker, a son, who intermarried with Nellie Hecker, all of whom are adults and reside in the City of Baltimore and State of Maryland; and Max E. Hecker, Jr., a son, who intermarried with Mabel V. Hecker, and their infant children, Virginia Hecker, Maxine Hecker and Max Hecker, 3rd., all of whom are non-residents of Maryland, and reside in Boothwyn, Delaware, County, Pennsylvania.

ORDERED, this 15th day of June, 1942, by the Circuit Court for Queen Anne's County, in Equity, that the creditors of Max Hecker, Sr., deceased, file their claims, with vouchers, with the Clerk of this Court on or before the 31st day of August next, or be excluded from participation in the distribution of said surplus proceeds of sale.

ORDERED, further, that notice of the object and purpose of said petition be given to Max E. Hecker, Jr. Mabel V. Hecker, Virginia Hecker, Maxine Hecker, and Max Hecker, 3rd, non resident, by publishing this order in some weekly newspaper published in Queen Anne's County, once in each of four successive weeks before the 20th day of July, next, and warning them to appear in this Court, in person or by attorney, on or before the 5th day of August, next, to show cause, if any they have, why the petition should not be granted.

J. OWEN KNOTTS
Judge

Filed Jun 26th 1942.

True Copy
Test: A. Sydney Gadd Jr. Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. October 20, 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order of Publication and Notice to Creditors in the case of H. B. W. Mitchell assignee vs. Max Hecker, Sr. 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, Maryland, once a week for four (4) successive weeks the first publication thereof having been made in said newspaper on the 18th day of June, 1942, all four weeks being before the 20th day of July 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
By Myrtle Lewis

Filed Oct 27th, 1942.

CLAIMS FILED IN ORPHANS COURT
Filed Oct 31st 1942

NAME OF DECEASED Max E. Hecker, Sr.,

Date of Passage	Holder of Claim	Nature of Claim	Date of Note or Bond	Am't of Interest	Amount of Claim
-----------------	-----------------	-----------------	----------------------	------------------	-----------------

County for distribution out of his personal estate (see paper No. 32) and the auditor made distribution of the net sales of this cause to the creditors who so filed their claims and named in this paper in accordance with Section 243 of Article 16 of the Code (Flack's)

The auditor has made and attaches with this audit as part thereof a statement of the debts due and owing at this date by said Max Hecker, senior and he files this statement with this audit as part thereof. The auditor has stated the within account by first charging therein unto William McK. Gibson, the present trustee, of this cause with the sum of \$594.52, the amount of the surplus proceeds of the sale of this cause and then he has thereout allowed the following items:

Unto the said trustee the cost of the advertisement of the order of publication and notice to creditors passed in this cause, the cost of the bond of said trustee, the court costs of this cause, arising after the filing of the first audit, the cost of advertising the order nisi passed in this audit, and the fee allowed William McK. Gibson for legal services rendered and unto the auditor/fee for stating this account.

The balance of the amount so charged unto said trustee remaining after said allowances thereout is the net amount for distribution among the creditors yet unpaid of said Max Hecker senior.

These creditors and statements of their claims are set out in the annexed account wherein said balance is distributed unto them on account of their claims, each creditor receiving .4697 per centum of his claim. In order to arrive at the amount of the claims of these creditors the auditor examined carefully the administration account and other papers of the personal estate of Max Hecker, senior, in the Orphans' Court of Queen Anne's County. For plan of settlement of personal estate see administration account, paper No. 21 of this cause.

Which is respectfully submitted,

Madison Brown
AUDITOR

November 11, 1942.

CAUSE NUMBER 3266

The net proceeds of the mortgage sale made in the proceedings of this cause shown by the audit filed herein June 23, 1941, then to be in the hands of H. B. W. Mitchell, vendor of this cause, IN ACCOUNT WITH William McK. Gibson, trustee appointed by the decree of this Court passed in this cause February 21, 1942, (see Paper No. 15) to take charge of said net proceeds of sale.

	CR.		
1941			
June			
23		By amount of said net sale per audit (paper No. 11) filed in this cause on this date, to wit: sum of	\$594.52
<hr/>			
1942			
Nov		To William McK. Gibson, present trustee for payment of costs of advertising in Centreville Newspaper the order of publication and notice to creditors passed by this Court in this cause (paper No. 23) per account for same exhibited, to wit: the sum of	\$47.25
11		To said trustee for the payment of the costs of his bond filed herein, paid corporate surety on said bond, per receipted account for same exhibited, to wit: the sum of	10.00
		To said trustee for the payment of the court costs in this cause, per statement of cost made by clerk of court, exhibited, as follows:	
		Appearance fee of William MC. K. Gibson, \$10.00	
		Cost due the Register of Wills,	8.50
		Cost due Balto. City Sheriff,	5.70
		Cost due the clerk of this court.....	27.20
		Total amount of these costs,	51.40 \$51.40
		To said trustee for the payment of the costs of advertising the order nisi to be passed as to this audit the sum of	3.50
		To William McK. Gibson, attorney for the amount of the fee allowed him for legal services rendered in this court per order of court (see Paper No. 30) the sum of	60.00
		To Madison Brown, auditor for stating this account the sum of	22.50
			194.65
		To balance carried forward for distribution among creditors, the sum of	399.87
			594.52
			594.52

CAUSE NUMBER 3266

By balance brought forward from preceding page, to wit :\$399.87

DR.
DISTRIBUTION AMONG CREDITORS:

No. Claim	Name of Creditor.	Amount of Claim	Amount Distributed,
1	To Barton Bros. on their claim of	126.21	\$59.33
2.	To Wm. Deiches & Co. on their claim of	19.20	\$ 9.04
3	To Dr. C. E. Snyder, on his claim of	132.01	\$ 62.05
4	to Montgomery Ward, on his claim of ,.....	18.99	\$ 8.94
5	To George Hecker, on his claim of	83.81	\$ 39.39
6	To W. I. Tuttle, on his claim of	60.82	\$ 28.59
7.	To Edw. S. Thompson on his claim of	9.31	\$ 4.40
8	To Dr. W. N. Palmer on his claim of	5.23	\$ 2.48
9	To Dr. P. E. Cox on his claim of	5.24	\$ 2.49
10	To H. D. Kelley on his claim of	23.79	\$ 11.20
11	To Stevensville Bank no claim of	0.00	\$ 0.00
12	To S. E. W. Friel or) on their claim of ,.....	123.64	\$ 58.11
	Friel Lumber Co.)		
13	To Leo Hecker on his claim of	239.81	\$112.72
14	To A. & C. Candy Co, on their claim of	3.24	\$ 1.13
Amount of Claims		851.30	
Amount of money distributed to above named creditors, to be paid them,.....			399.87

Note: The Stevensville Bank filed against the personal estate of Max Hecker a claim and same was entered on claim docket in Orphans' Court and that is why the name occurs above but the Cashier of said Bank informed the auditor that this claim had been settled by the administrator and the bank had no claim to file in cause No. 3266.

November 11, 1942.

Madison Brown
AUDITOR.

CAUSE NUMBER 3266

Statement of Claims now due and owing by Max Hecker, sr., deceased debtor named in Creditor's Petition (paper No. 17) filed herein.

Note: The administrator mentioned below is the administrator of Max Hecker, sr.

Note: The dividend mentioned below is the dividend paid by said administrator per his administration account (see paper 21) filed in this cause.

Note: Interest is allowed on each claim from November 21, 1939 when administration account was passed to October 23, 1942 date of decree (paper 31) directing distribution to creditors.

No. Claim	Name of Creditor	Amount of Claim
1.	Barton Bros.	amount of original claim .....\$435.50 paid by administrator .....300.00 .....\$135.50 Less dividend paid .....28.13 \$107.37
2.	William Deiches,	interest .....18.84 amount of original claim.....\$20.62 less dividend paid .....4.28 \$16.34
3.	Dr. C. E. Snyder,	Interest .....2.86 amount of original claim.....\$173.00 paid by administrator.....31.25 \$141.75 Less dividend paid .....29.43 \$112.32
4.	Montgomery Ward,	Interest .....19.69 amount of original claim less \$20.00 dividend paid .....4.23 \$16.16 interest .....2.83
		\$126.21
		\$19.20
		\$132.01
		\$18.99

5.	George Hecker,	amount of original claim	\$90.00	
		less dividend paid	18.69	
			<u>71.31</u>	
		interest,	12.50	\$ 83.81
6.	W. I. Tuttle,	amount of original claim.....	52.00	
		accrued interest, Orphans' Court	<u>13.00</u>	
			65.30	
		less dividend paid	13.56	
			<u>51.74</u>	
		interest	9.08	\$60.82

CAUSE NUMBER 3266

Statement of Claims brought forward :

7	Edward S. Thompson,	Amount of original claim	\$10.00	
		Less dividend paid	2.08	
			<u>\$ 7.92</u>	
		interest	<u>1.39</u>	\$ 9.31
8.	Dr. W. N. Palmer,	amount of original claim		
		paid by administrator	\$15.00	
		paid by administrator	<u>9.38</u>	
			\$5.62	
		less dividend paid	1.17	
			<u>4.45</u>	
		interest, .....	.78	\$ 5.23
9.	Dr. P. E. Cox	amount of original claim	\$15.00	
		paid by administrator.....	<u>9.37</u>	
			\$ 5.63	
		dividend paid	<u>1.17</u>	
			\$ 4.46	
		interest, .....	.78	\$ 5.24
10/	H. D. Kelley,	Amount of original claim	\$ 25.55	
		dividend paid	<u>5.30</u>	
			20.25	
		interest ,.....	<u>3.54</u>	\$ 23.79
11.	Stevensville Bank	no claim, See page 2.		
12.	S. E. W. Friel,) Friel Lumber Co.)	amount of original claim,	\$132.78	
		less dividend paid	<u>27.58</u>	
			105.20	
		interest	<u>18.44</u>	\$ 123.64
13.	Leo Hecker,	amount of original claim.....	\$257.50	
		less dividend paid,	<u>\$ 53.46</u>	
			\$204.04	
		interest	<u>35.77</u>	\$ 239.81
14	A. & C. Candy Company	amount of original claim,	\$3.48	
		dividend paid,	<u>.72</u>	
			\$ 2.76	
		interest .....	.48	\$ 3.24
Total amount of claims.				851.30

&&

November 11, 1942.

Madison Brown
Auditor

Filed Nov. 14, 1942.

.....
NISI RATIFICATION OF AUDIT
Filed November 14th 1942.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, assignee : In the Circuit Court for
: :
vs : Queen Anne's County, in Equity
: :
Max Hecker, senior, mortgagor : Cause No. 3266.

ORDERED, This 14th day of November in the year nineteen hundred and forty two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of December, 1942, provided a copy of this order be published once a week in each of two successive weeks before the fourth day of December, 1942, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk

Filed November 14th, 1942.

.....
CERTIFICATE PUBLICATION
OF NISI AUDIT
Filed Dec. 15th 1942.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, assignee : In the Circuit Court for Queen
 vs : Anne's County, In Equity
 Max Hecker, Sr. mortgagor : Cause No. 3266.

ORDERED, This 14th day of November in the year nineteen hundred and forty-two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of December 1942, provided a copy of this order be published once a week in each of two successive weeks before the fourth day of December, 1942, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr.
 Clerk

Filed November 14, 1942

True Copy
 Test: A. Sydney Gadd Jr. Clerk

QUEEN ANNE'S RECORD - OBSERVER
 Centreville, Md. Dec. 15, 1942

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate does hereby certify that the Nisi Ratification of Audit in the case of H. B. W. Mitchell, assignee vs. Max Hecker, Sr. Mortgagor, a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for two successive weeks before the 4th day of December, 1942, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 19th day of November 1942, and the last insertion on the 26th day of November 1942/

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING
 Company
 By Myrtle M. Lewis

Filed Dec. 15th, 1942.

CLERK'S CERTIFICATE AS TO TAXED COSTS
 Filed Dec. 15th, 1942.

CLERK'S CERTIFICATE

H. B. W. Mitchell : In the Circuit Court for
 Assignee :
 vs : Queen Anne's County, in Equity
 Max Hecker, Sr. :
 Mortgagor : Chy. No. 3266.

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 1942, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In Testimony whereof, I have hereunto set my hand and seal of the Circuit Court for Queen Anne's County affixed this 15th day of December 1942.

A. Sydney Gadd Jr. Clerk

ORDER OF COURT
 Filed Jan 8th 1943.

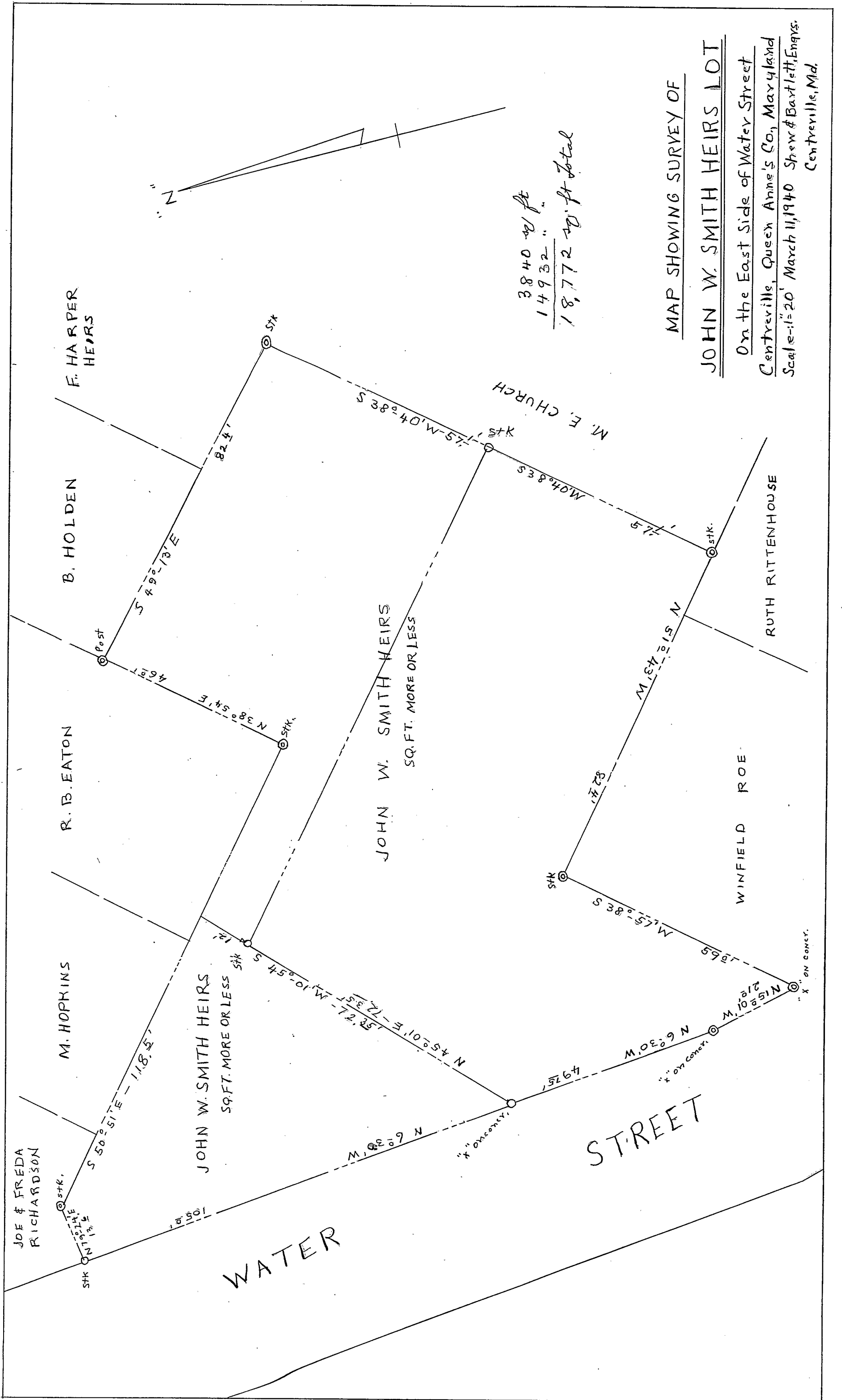
ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court on this 7th day of January 1943, that the within and foregoing Report and Account of Madison Brown, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although it appear that notice has been given in accordance with the order nisi. hereto passed in this cause in relation to said Report and Account; and it is further Ordered that William McK. Gibson, Special Trustee, be and he is hereby directed to apply the net proceeds of sale in accordance with the said Report and Account; and it is further ORDERED that the said William McK. Gibson, Special Trustee, be and he is hereby allowed the additional sum of Ten Dollars (\$10.00), on account of the legal Services rendered in this proceeding and which shall be in lien of the appearance fee allowed by the Auditor in said Audit.

J. Owen Knotts
 Judge.

Filed Jan 8th, 1943.

Brought forward from Folio 336.



3840	sq. ft.
14932	"
<u>18772</u>	sq. ft. Total

MAP SHOWING SURVEY OF
JOHN W. SMITH HEIRS LOT
 On the East Side of Water Street
 Centreville, Queen Anne's Co., Maryland
 Scale: 1"=20' March 11, 1940 Shew & Bartlett, Engrs.
 Centreville, Md.

