::::::::::::::::::::::::::::::::
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 this Twenty-ninth day of June, in the year nineteen hundred and fifty-six, the following Order To Docket Suit For Foreclosure of Mortgage Under Power of Sale was filed for record, to wit::

JOHN PALMER SMITH,

Centreville, Maryland,

ASSIGNEE,

VS.

EARLE D. RITTENHOUSE,
Queen Anne, Maryland,
MAY B. RITTENHOUSE, his wife,
1217 W. Pleasant St.,
Freeport, Illinois.

MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 4052

****

To: Mr. T. S. Pippin, Clerk of the Court:

Docket suit forthwith on the Chancery Docket of this Court in accordance with the above titling for the foreclosure of the mortgage hereinafter described, and file in the papers of this suit certified copy of said mortgage and the assignment thereon, to wit:

Mortgage from Earle D. Rittenhouse and May B. Rittenhouse, his wife, to the Queenstown Bank of Maryland, a body corporate, dated August 31st, 1951, and recorded in Liber T.S.P. #2, folio 483, a land record book for Queen Anne's County, and assigned at the foot of said mortgage to John Palmer Smith on June 27, 1956, for collection by foreclosure, or otherwise.

This suit, to be docketed as aforesaid, is for the foreclosure of the above described mortgage under the Power of Sale contained in the said mortgage, default having occurred in the payment of the principal, ortgage debt, default having occurred in the terms of said mortgage by non-payment of principal and interest, secured and mentioned in said mortgage, and the terms, covenants and conditions of the said mortgage therein covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof as evidenced by the promissory note and/or its renewals, secured by said mortgage.

JOHN PALMER SMITH
John Palmer Smith, Assignee.

Filed June 29, 1956.

MILITARY AFFIDAVIT
FILED June 29, 1956

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

THIS IS TO CERTIFY, that on this 29th day of June, 1956, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee, and made oath in due form of law that after diligent inquiry it has been found that Earle D. Rittenhouse and May B. Rittenhouse, his wife are not now in the Military Service of the United States, nor have they been in such service within three (3) months prior hereto.

T. SORDEN PIPPIN
Clerk.

Filed June 29, 1956.

CERTIFIED COPY OF MORTGAGE
FILED June 29, 1956

::::::::::::::::::::::::::::::::
#30,755. 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 this Thirty First day of August, in the year nineteen hundred and fifty one, the following Mortgage was brought to be recorded, to wit:-

Two-Three Dollar, Two-One Dollar,
and Two-Forty Cent Int. Rev. Stamps.
Endorsed EDR 8/31/51.

One-Five Dollar Fifty Cent, One-Two Dollar
Twenty Cent and One-One Dollar Ten Cent
Recordation Tax Stamps. Endorsed EDR
8/31/51.

THIS MORTGAGE, Made this day of , in the year Nineteen Hundred and Fifty-one, by Earle D. Rittenhouse and May B. Rittenhouse, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, That whereas we owe and are justly indebted unto the Queenstown Bank of Maryland, a body corporate, duly organized and existing under the laws of the State of Maryland, in the full and just sum of Eight Thousand Dollars ($8,000.00), for

money borrowed, as evidenced by our certain promissory note bearing even date herewith and payable in three months after date with interest thereon at the rate of five per centum per annum, and to better secure the prompt payment of the said promissory note and also any renewal or renewals for the whole or any part thereof, including a renewal of a renewal, which might be hereafter given, this Mortgage is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and the further sum of One Dollar ($1.00), we, the said Earle D. Rittenhouse and May B. Rittenhouse, his wife, do hereby grant and convey unto the said the Queenstown Bank of Maryland, a body corporate as aforesaid, its successors and assigns, in fee simple, the following described property:

ALL those tracts, parts of tracts, pieces or parcels of land situated, lying and being in the Sixth Election District, of Queen Anne County, Maryland, and more particularly described as follows:

Parcel No. 1: All that farm or tract of land called or known as the Charles W. Wood farm and part of a tract of land called or known as Damsontown and Pemberton Resurveyed, situated, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Centreville, in Queen Anne County aforesaid, to Hillsboro, in Caroline County, Maryland, and adjoining the land of William Schuyler, formerly the land of Walter Morris, the land of Jno. W. Richardson, that of the heirs of Thomas B. Turner, that of the Rev. Joel Brown and the Busteed Farm, containing ONE HUNDRED and THIRTEEN (113) ACRES, TWO (2) ROODS and TWELVE (12) PERCHES OF LAND, more or less.

Parcel No. 2: Being all that part of land or tract which lies on the western side of the public road leading from Damsontown School house to Ruthsburg, adjoining the land of the heirs of the late T. Bedford Turner and the farm described above, and is contained within the following metes and bounds, courses and distances, to wit: Beginning in the middle of the aforesaid public road at the end of the first line of the above described tract, and running south 79 degrees 30 minutes west 36 rods to a stone along the line of the Kirsch or Wood farm, thence with Kirsch or Wood farm, south 36 degrees 45 minutes east 52 rods to the middle of the aforesaid public road, thence with the middle of the road north 5 degrees 30 minutes east 47 rods to the place of beginning, and containing THREE and SIXTY-SEVEN ONE HUNDREDTHS (3.67) ACRES OF LAND.

Parcel No. 3: Being all that lot or tract of land lying on the western side of the new T.B. Turner public road, which connects the Centreville-Queen Anne Road with the Damsontown-Ruthsburg road, and adjoining the lands of the Deford heirs, and is contained with-in the following metes and bounds, courses and distances, to wit: Beginning in the middle of the aforesaid public road from Damsontown to the Ruthsburg at a point where the middle line of the new T.B. Turner roads intersects this road and runs with the middle of the T.B. Turner road south 48 degrees 15 minutes west 122.3 rods to a stone on the south side of the road as it bends and along the line of the Deford heirs land, thence south 87 degrees 45 minutes east 5.8 rods to a stone, thence south 87 degrees east 3.19 rods, thence north 6 degrees east 20.36 rods to a stone, thence north 52 degrees east 55.5 rods to the middle of the public road from Damsontown to Ruthsburg; thence with the middle of the public road 4 degrees 30 minutes east 33 rods to the place of beginning, and containing FOURTEEN and FORTY-TWO ONE HUNDREDTHS (14.42) ACRES OF LAND.

ALL of the aforesaid parcels being the same land mentioned and described in a deed from Kathryn Jarrell Eaton and Joseph M. Eaton, her husband, to the said Earle D. Rittenhouse and May B. Rittenhouse, his wife, dated October 22, 1945, and of record in Liber A.S.G. Jr. No. 12, folio 201, one of the Land Record Books for Queen Anne's County, Maryland.

TOGETHER with all of the following livestock, farming machinery and equipment and miscellaneous personal property located on the aforesaid premises, and more particularly described as follows: eleven Holstein cows, one of which being Registered, five years old, Ear Tag Number missing, the remaining ten cows bearing Ear Tag numbers as follows: 184804, 249759, 310399, 309561, 163678, 499079, 163676, 163677, 499078 and 184803; one Registered Holstein Bull, Ear Tag No. 184805; five Holstein Heifers, two of which bearing Ear Tag Nos. 232631, and 232630; two young Guernsey Steers; five young Holstein Steers, sixteen sows, one boar, three hundred broilers and the following machinery, equipment and miscellaneous personal property as follows: milk cooler, DeLaval Milker, miscellaneous dairy utensils, Farmall H. Tractor, Serial No. FBH40451; 3/4-ton Ford Pickup Truck, Serial or Engine No. 98RD-236452; 500-Chick size Electric Brooder, 1 set of McCormick Deering Tractor Plows, Internation Harvester Corn Sheller, Model 62 International Harvester Combine, 1 Simmons Wagon, International Harvester Corn Planter, 12-tine Ontario Grain Drill, International Harvester Power Mower, International Harvester Side Delivery Rake, Hand Seeder, Hummer Ditcher, 1 set of International Harvester Tractor Cultivators, 1 set International Harvester Tractor Discs, Pulverizer, Springtooth, Manure Spreader, New Holland Saw Bench, Maytag Washer, Pressure Pump, Goldspot Electric Refrigerator and miscellaneous small tools, including rakes and hoes located on the aforesaid premises.

TOGETHER with the buildins and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. TO HAVE AND TO HOLD the said pieces or parcels of land above described and mentioned and hereby intended to be conveyed, together with the rights and privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said the Queenstown Bank of Maryland, its successors and assigns, in fee simple.

PROVIDED, That if we shall pay or cause to be paid the said note and all renewal notes as aforesaid, punctually, according to the tenor of said notes, interest and principal, and perform all the covenants herein contained, then this Mortgage shall be void. And that until default, we may possess said property and we covenant to pay as they severally fall due the said note and all renewal or renewals thereof as aforesaid and interest hereby intended to be secured, all taxes that may be levied on said property when the same shall become due and payable; and all costs and attorney's commissions and charges incurred in the collection of said principal and interest, or any

part thereof; and to insure immediately and pending this Mortgage to keep insured the improvements on said premises to the amount of at least their insurable value in some insurance company to be first approved by the Mortgagee, its successors and 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 Mortgagee, its successors or assigns, are hereby authorized to sell said mortgaged property pursuant to law, and convey the same to the purchaser upon the following terms, viz.: Cash on day of sale, or for cash and credit at the option of the person making such sale, and to apply the proceeds to the payment of First, all expenses incident to such sale, including compensation to the person selling as to Trustees in Equity, and if settlement of the indebtedness hereunder, principal, interest and commissions 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 money owing on said note or notes as aforesaid, and Third, the balance to us or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

Attest:

C. L. SCHELBERG

EARLE D. RITTENHOUSE (SEAL)
Earle D. Rittenhouse

MAY B. RITTENHOUSE (SEAL)
May B. Rittenhouse

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

I HEREBY CERTIFY, That on this 31st day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Earle D. Rittenhouse and May B. Rittenhouse, his wife, and each acknowledged the aforegoing Mortgage to be their act, and now at the same time before me also personally appeared Charles Schelberg, Cashier and Agent of the Queenstown Bank of Maryland, and made oath in due form of law, that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth, and did further make oath as aforesaid, that he is the Cashier and Agent of the Queenstown Bank of Maryland, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

GRACE L. SEWARD
Notary Public

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Ninth day of June, in the year nineteen hundred and fifty six, the following Assignment was filed for record, to wit:

The within and aforegoing Mortgage and Mortgage Note are hereby transferred and assigned unto John Palmer Smith for collection by foreclosure, or otherwise.

As witness the hand of W. Frank Delahay, Vice-President, and the corporate seal hereunto affixed, this 27th. day of June, 1956.

ATTEST:

C. L. SCHELBERG
C. L. Schelberg
Its Cashier.
Corporate
Seal.

QUEENSTOWN BANK OF MARYLAND,

By W. FRANK DELAHAY
W. Frank Delahay
Its Vice-President.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 2, folio 483, 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 29th day of June in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

BOND
FILED July 18, 1956.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighteenth day of July, in the year nineteen hundred and fifty six, 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, State of Maryland, and the Glens Falls Insurance 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 Ten Thousand Dollars ($10,000.00), 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 3rd. day of July, 1956.

WHEREAS, a certain mortgage from Earle D. Rittenhouse and May B. Rittenhouse, his wife, to the Queenstown Bank of Maryland, a body corporate, bearing date August 31st, 1951, and recorded in Liber T.S.P. #2, folio 483, a Land Record Book for Queen Anne's County, Maryland, and assigned at the foot of said mortgage to John Palmer Smith on June 27th, 1956, for collection by foreclosure, or otherwise, default having occurred in the terms of said mortgage by the non-payment of the principal and interest; and

WHEREAS, the above bounden, 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 mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the interest due on the principal mortgage debt 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, John Palmer Smith, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property and premises, 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:

VACHEL A. DOWNES, JR.

ATTEST:-

DOROTHY GEIPE

JOHN PALMER SMITH. (SEAL)
John Palmer Smith.

GLENS FALLS INSURANCE COMPANY

BY: L. E. KING
L. E. King
ITS ATTORNEY IN FACT:-
Corporate Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed July 18, 1956.

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 164, 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 Eighteenth day of July in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
FILED August 2, 1956

JOHN PALMER SMITH,	IN THE CIRCUIT COURT
ASSIGNEE,	FOR
VS.	QUEEN ANNE'S COUNTY,
EARLE D. RITTENHOUSE,	IN EQUITY.
MAY B. RITTENHOUSE, HIS WIFE,	CHANCERY NO. 4052.
MORTGAGORS,	

****

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The REPORT OF SALE of real estate made by John Palmer Smith, Assignee, respectfully sets forth:

That, default having occurred in the terms of the mortgage from Earle D. Rittenhouse, and May B. Rittenhouse, his wife, to The Queenstown Bank of Maryland, a body corporate, dated August 31st, 1951, and recorded in Liber T.S.P. #2, folio 483, etc., a land record book for Queen Anne's County, the undersigned Assignee, after docketing suit for foreclosure, and after advertising the mortgaged real estate for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before July 31st, 1956, in accordance with the Certificate of Advertisement attached hereto and made a part hereof, and after filing in this Cause his Bond to the State of Maryland with surety approved by the Clerk of this Honorable Court, did attend in front of the Court

House Door in the Town of Centreville, Queen Anne's County, State of Maryland, on Tuesday, July 31st, 1956, at the hour of 1:30 o'clock P. M., Daylight Saving Time, and after reading the attached advertisement and having the Auctioneer cry the sale for a considerable length of time, did sell said farm and real estate unto John Lawrence Wood, Jr., at and for the sum of Thirteen Thousand Dollars ($13,000.00), he being there and then the highest bidder therefor, said real estate being described as follows:

All that farm, tract and parcel of land, containing in the aggregate 132 Acres of land, more or less, situate, lying and being on the Star-Queen Anne-Hillsboro State Road, in the Sixth Election District of Queen Anne's County, Maryland, adjoining the lands of Joseph Eaton, and the lands of others, and more particularly described in the advertisement of sale filed and attached herewith, the said farm and tract of land being the same and all the property conveyed unto the said Earle D. and May B. Rittenhouse by Kathryn Jarrell Eaton and husband by deed dated Oct. 22nd, 1945 and recorded in Liber A. S. G. Jr. No. 12, folio 201, a Land record book for Queen Anne's County.

The Purchaser has complied with the terms of sale.

The Report states the amount of sale to be $13,000.00

Respectfully submitted:

JOHN PALMER SMITH
John Palmer Smith,
Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

THIS IS TO CERTIFY, that on this 2nd day of August, 1956, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee, and he did make oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF SALE OF REAL ESTATE are true to the best of his knowledge and belief, and that the sale was fairly made.

T. SORDEN PIPPIN
Clerk of the Court.

Filed Aug. 2, 1956.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
FILED August 2, 1956.

M O R T G A G E D S A L E

--OF VALUABLE--

132 ACRE FARM

Near Queen Anne, Hillsboro and Starr

In Queen Anne's County, Maryland

Under and by virtue of the Power of Sale, contained in a mortgage from Earle D. Rittenhouse and May B. Rittenhouse, his wife, to Queenstown Bank of Maryland, dated August 31st, 1951, and recorded in Liber T.S.P. #2, folio 483, etc., a Land Record Book for Queen Anne"s County, Maryland, default having occurred in the terms of said mortgage by the non-payment of the principal mortgage debt, and the interest thereon, and suit having been docketed in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, the undersigned assignee of said mortgage for the purpose of foreclosure, will offer at PUBLIC SALE to the highest bidder, on TUESDAY, JULY 31st, 1956 at the hour of 1:30 p.m. (Daylight Saving Time), in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, the mortgaged farm and real estate described as follows, to wit:

ALL that farm, tract and parcel of land, containing in the aggregate 132 acres of land, more or less, situate, lying and being on the Starr=Queen Anne-Hillsboro State Road, in the Sixth Election District of Queen Anne's County, Maryland, adjoining the lands of Joseph Eaton and the lands of others, and more particularly described as follows, to wit:

Parcel No. 1: All that farm or tract of land called or known as the Charles W. Wood farm and part of a tract of land called or known as Damsontown and Pemberton Resurveyed, situated, lying and being in the Sixth Election District of Queen Anne's County, Maryland, on the north side of the public road leading from Centreville, in Queen Anne's County, aforesaid, to Hillsboro, in Caroline County, Maryland, and adjoining the land of William Schuyler, formerly the land of Walter Morris, the land of John W. Richardson, that of the heirs of Thomas B. Turner, that of the Rev. Joel Brown and the Busteed Farm, containing 113 acres, 2 roods and 12 perches of land, more or less.

Parcel No. 2: Being all that parcel of land or tract which lies on the western side of the public road from Damsontown School House to Ruthsburg, adjoining the land of the heirs of the late T. Bedford Turner and the farm described above and is contained within the following metes and bounds, courses and distances, to wit: Beginning in the middle of the aforesaid public road at the end of the first line of the above described tract, and running S. 79 deg. 30 min. west 36 rods to a stone along the line of the Kirsch or Wood farm, thence with Kirsch or Wood farm S. 36 deg. 45 min. east 52 rods to the middle of the aforesaid public road; thence with the middle of the road N. 5 deg. 30 min. east 47 rods to the place of beginning, containing 3.67 acres of land.

Parcel No. 3: Being all that lot or tract of land lying on the western side of the new T.B. Turner public road, which connects the Centreville-Queen Anne Road with the Damsontown-Ruthsburg road, and adjoining the land of the DeFord heirs, and is contained within the following metes and bounds, courses and distances, to wit: BEGINNING in the middle of the aforesaid public road from Damsontown to Ruthsburg at a point where the middle line of the T. B. Turner road intersects this road and runs with the middle of the T. B. Turner road S. 48 deg. 15 min. west 122.3 rods to a sone on the south side of the road as it bends and along the line of the DeFord heirs land; thence S. 87 deg. 45 min. east, 5.8 rods to a stone; thence S. 87 deg. east 3.19 rods; thence N. 6 deg. east 20.36 rods to a stone, thence N. 52 deg. east, 55.5 rods to the middle of the public road from Damsontown to Ruthsburg, thence with the middle of the public road N. 4 deg. 30 min. east 33 rods to the place of beginning, containing 14.42 acres of land.

The above three parcels of land being the same property conveyed unto Earle D. and May B. Rittenhouse by Kathryn Jarrell Eaton and Joseph M. Eaton, her husband, by deed date Oct. 22nd, 1945, recorded in Liber A. S. G. Jr. No. 12, folio 201, a land record book.

This farm has a very good dwelling house and farm buildings and produces well, and is well located to markets, stores, churches, schools.

TERMS OF SALE: 1/3 of purchase money on day of sale, balance by certified check within 60 days from day of sale. Taxes adjusted as of date of sale. Possession upon final ratification of sale, Title papers and revenue stamps at expense of purchaser.

JOHN PALMER SMITH, ASSIGNEE.
Centreville, Md.

4t-7-26

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 31, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Sale in the Power of Sale of Earle D. Rittenhouse and May B. Rittenhouse, his wife to Queenstown Bank of Md. 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 4 successive weeks before the 31st day of July, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of July 1956, and the last insertion on the 26th day of July, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. W. JAMES

Filed Aug. 2, 1956.

ORDER NISI
FILED August 2, 1956

NISI

John Palmer Smith, Assignee	In The Circuit Court
VS.	For Queen Anne's County
	In Equity
Earle D. Rittenhouse May B. Rittenhouse, his wife, Mortgagors	No. 4052

ORDERED, this 2nd. day of August, 1956, that the sale of real estate made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 31st. day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 9th. day of August, 1956, and ending on the 23rd. day of August 1956.

The report states the amount of sales to be $13,000.00

T. SORDEN PIPPIN, Clerk

Filed: August 2, 1956

BOND
FILED August 7, 1956.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventh day of August in the year nineteen hundred and fifty six, 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, and the Glens Falls Insurance Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($$3,000.00), current money of the United States of America, to be paid to the

said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, successors and assigns in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of July, 1956.

WHEREAS, a certain mortgage from Earle D. Rittenhouse and wife to the Queenstown Bank of Maryland dated Aug. 31st, 1951, and recorded in Liber T.S.P. #2, folio 483, a land record book for Queen Anne's County, Maryland, and assigned at the foot of said to John Palmer Smith on June 27th, 1956, all of which will appear by the recitals in a bond executed by the parties hereto on the 3rd day of July, 1956, in the penalty of Ten Thousand Dollars ($10,000.00); and

WHEREAS, the said John Palmer Smith, Assignee as aforesaid, sold said farm at Public Auction July 31st, 1956, in the sum of $13,000.00, and is required by law to have additional bond in the penalty of $3,000.00; and

WHEREAS, THE CONDITIONA OF THE ABOVE OBLIGATION IS SUCH; That, if the above bounden, John Palmer Smith, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property and premises, 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:

JOHN PALMER SMITH (SEAL)
John Palmer Smith

CHARLES L. SCHELBERG
Charles L. Schelberg.

GLENS FALLS INSURANCE COMPANY,

ATTEST:

BY L. E. KING

DOROTHY GEIPE
Dorothy Geipe

ITS ATTORNEY IN FACT:
L. E. KING
Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved and Bond filed Aug. 8, 1956.
T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 170, 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 Seventh day of August in the year nineteem hundred and fifty six.

T. SORDEN PIPPIN
Clerk

CERTIFICATE OF PUBLICATION
OF ORDER NISI
FILED September 8, 1956

NISI

John Palmer Smith, Assignee

vs.

Earle D. Rittenhouse
May B. Rittenhouse, his wife,
Mortgagors

In the Circuit Court
for Queen Anne's County
In Equity
No. 4052

ORDERED, this 2nd day of August, 1956, that the sale of real estate made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 31st day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 9th day of August, 1956, and ending on the 23rd day of August, 1956.

The report states the amount of sales to be $13,000.00.

T. SORDEN PIPPIN, Clerk

Filed: August 2, 1946
True Copy
Test: T. Sorden Pippin, Clark

3t-8-23

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 4, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of John Palmer Smith vs. Earle D. Rittenhouse and May B. Rittenhouse, his wife. Mortgagors 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 3 successive weeks before the 31 day of August, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9 day of August 1956, and the last insertion on the 23 day of August, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed Sept. 8, 1956.

STATEMENT OF MORTGAGE DEBT.
FILED September 8, 1956

JOHN PALMER SMITH,	IN THE CIRCUIT COURT
ASSIGNEE,	FOR
VS.	QUEEN ANNE'S COUNTY,
EARLE D. RITTENHOUSE,	IN EQUITY.
MAY B. RITTENHOUSE,	CHANCERY No. 4052.
MORTGAGORS.	

****

STATEMENT OF MORTGAGE DEBT.

Amount of balance of principal mortgage note indebtedness as of March 1st, 1956	$ 5,467.17
Interest from March 1st, 1956, to July 31st, 1956, at the rate of 5% per annum	$ 113.89
	$ 5,581.06
Commissions as provided in note @ 10% of $5,581.06	$ 558.11
Amount paid Clerk of Court for mortgage assignment	.75

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

THIS IS TO CERTIFY, that on this 8th day of September, 1956, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County personally appeared John Palmer Smith, Assignee of Mortgage, and made oath in due form of law that the aforegoing Statement of Mortgage Debt due by Earle D. Rittenhouse and May B. Rittenhouse, his wife, is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the Mortgage.

WItness my hand and notarial seal.

HELEN E. PARDEE
Helen E. Pardee.
Notary Public.

Notary
Public
Seal.

Filed Sept. 8, 1956.

FINAL ORDER OF RATIFICATION
FILED September 11, 1956

FINAL ORDER OF RATIFICATION.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 11th day of September, 1956, that the sale of the real estate made and reported in this Cause by John Palmer Smith, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding Order Nisi; and the Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

WM. R. HORNEY
Judge.

Filed Sept. 11, 1956.

AUDIT
FILED September 20, 1956

John Palmer Smith, Assignee

vs.

Earle D. Rittenhouse,
May B. Rittenhouse, his wife

In The Circuit Court For

Queen Anne's County In

Equity No. 4052

To The Honorable, The Judge of Said Court:

The report of J. Thomas Clark, auditor, unto your Honor, respectfully represents:

1. That this account is stated at the request of John Palmer Smith, Assignee, and vendor of the land sold in these mortgage foreclosure proceedings, and in accordance with the order of this Court of September 11, 1956.

2. That this is a suit brought by said assignee by way of a foreclosure proceedings as provided by the terms of the mortgage against the above named mortgagors, and it appears that the proceeds of sale were more than sufficient to pay the costs of this proceeding, and which surplus proceeds were directed to be distributed to the mortgagors, as tenants by the entireties. (See deed in Liber ASG, Jr., No. 12, folio 201)

3. That in the within account the said vendor was allowed all expenses not personal, for which proper vouchers and receipts were produced, and in addition thereto for his commissions for making the sale. Also, the said vendor was allowed the costs of stating this account, and the charges of Charles E. Anthony, Sr., Treasurer, for all personal property assessed to the said mortgagors, which by ruling of this court the vendor must pay.

4. That filed as Exhibit No. 1 herewith is the note secured by the mortgage foreclosed in this cause to substantiate the statement of debt filed in this cause.

Respectfully submitted,

J. THOMAS CLARK
Auditor

September 20, 1956

Filed Sept. 20, 1956

Cause No. 4052

The proceeds of the sale of land reported in this cause, in account with John Palmer Smith, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1956
July 31 By gross proceeds of sale of land, per report of said vendor, to wit:.....$13,000.00

Dr.

To John Palmer Smith, Assignee (and vendor), per terms of mortgage his commissions for making the sale, the sum of.....$565.00

To do., for an amount paid for court costs, per receipt exhibited, to wit:
Costs of T. Sorden Pippin, Clerk.....$31.75
Appearance fee of J. P. Smith, Atty..... 10.00 41.75

To do., for amount paid to Charles L. Schelberg Agency for the premiums on the corporate surety bond and additional corporate surety bond filed in this cause, per receipts for the same exhibited, to wit:..... 52.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale, per receipt for same exhibited, to wit:..... 50.00

To do., for amount paid Queen Anne's Record-Observer, per receipts for same exhibited, to wit:
For publishing notice of sale.....$103.50
For publishing nisi of sale..... 9.00 112.50

To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for the vendor's share of 1956 state and county taxes in accordance with the advertisement and report of sale, per receipt for same exhibited, to wit:..... 188.38

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 45.00

To John Palmer Smith, Assignee, in full payment of the mortgage debt and note secured thereby, together with interest, costs of recording assignment for mortgage foreclosure, and commissions for collection as provided in mortgage note, per statement of debt filed in this cause, to wit:..... 6139.92

To balance to Earle D. Rittenhouse and May B. Rittenhouse, his wife, mortgagors, the surplus proceeds of sale as tenants by the entireties, the sum of..... 5797.95

$13000.00 $13,000.00

September 20, 1956

J. THOMAS CLARK
Auditor

Filed Sept. 20, 1956.

EXHIBIT NO. 1
FILED September 20, 1956

6449.39 BALANCE OVER
$6369.77 Queen Anne, Md. Post Office Sept. 1 1953 No. 20189

three (3) months after date, for value received, we jointly and severally promise to pay to the order of $6449.39

BALANCE OVER

QUEENSTOWN BANK OF MARYLAND

the sum of $6,369. and 77 cts Dollars DUE
with int. 100 9/1/54
payable, at the Banking House and if not paid at maturity, we further agree to pay all costs and ten per centum commission for collecting same and I, we or either of us, whether makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official at any time after maturity for the amount then due hereunder, with all exemptions waived. 12/1/53

Pay proceeds of this note to first signor.

mort. note

E. D. RITTENHOUSE (SEAL)

MAY B. RITTENHOUSE (SEAL)

(SEAL)

79.62 (SEAL)

And across the face of the aforegoing note is the following endorsement, to wit:
7/27/56
THE QUEENSTOWN BANK OF MARYLAND, QUEENSTOWN, MARYLAND, HEREBY ASSIGNS FOR COLLECTION THE WITHIN NOTE AND BALANCE DUE THEREUNDER IN THE AMOUNT OF FIVE THOUSAND FIVE HUNDRED AND THIRTY FIVE DOLLARS, AND FIFTY ONE CENTS ($5535.51) WITH INTEREST FROM JUNE 1, 1956, TO JOHN PALMER SMITH, ATTORNEY, THIS 27th DAY OF June, 1956.

QUEENSTOWN BANK OF MARYLAND

BY C. L. SCHELBERG
Cashier

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

			6449.39
12-1-53		375.00	6150.32
20663		250.00	5974.07
21112	8/19/54	73.75	5974.07
22055	12/15/54	73.75	5974.07
22744	12/17/54	426.25	5617.17
22755	3/4/55	150.00	5535.51
23232	6/16/55	68.34	5535.51
23913			
25781	2/24/56	68.34 (6 mos)	5535.51
26436	5/10/56	136.68	5535.51

NISI RATIFICATION OF AUDIT
FILED September 20, 1956

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee vs. Earle D. Rittenhouse and May B. Rittenhouse, his wife.	)	In the Circuit Court for Queen Anne's County In Equity Cause No. 4052

ORDERED, This 20th. day of September in the year nineteen hundred and fifty six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th. day of October, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 12th. day of October, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Sept. 20, 1956

PETITION
FILED: September 28, 1956

JOHN PALMER SMITH, ASSIGNEE versus EARLE D. RITTENHOUSE and MAY B. RITTENHOUSE, his wife, MORTGAGORS.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery # 4052

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Lawrence Wood, Jr., Purchaser, by Thomas J. Keating, Jr., his Attorney, respectfully sets forth:

1. THAT your Petitioner was the Purchaser of the Mortgaged Property at the Foreclosure Sale and as such he has made settlement and payment of the purchase money with the Assignee, Vendor, and the Sale, having been duly Ratified, your Petitoner has received a Deed for the property sold unto him, which Deed has been recorded among the Land Records of Queen Anne's County.

2. THAT no exceptions were filed to the Sale by anyone.

3. THAT under the terms of the Sale your Petitioner, the Purchaser, was to receive possession of the Mortgaged property upon Ratification of the Sale and payment of the purchase money with the right reserved to the Mortgagors to come upon the Mortgaged property in order to remove and harvest the corn crop which was reserved from the Sale.

4. THAT not-with-standing the aforesaid, said Earle D. Rittenhouse has refused to deliver possession to the premises to your Petitioner or to allow him to exercise any dominion or right of ownership thereon.

WHEREFORE, your Petitioner, in accordance with the provision of Article 66, Section 18 of the Code of Public General Laws of Maryland, prays your Honors to pass an Order directing the Clerk of this Court to issue the Writ of habere facias possessionem directed to the Sheriff of Queen Anne's County against the Defendant, Earle D. Rittenhouse.

Respectfully submitted,

THOS. J. KEATING, JR.
Attorney for John Lawrence Wood, Jr.
Purchaser Petitioner

Filed Sept. 28, 1956

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

THIS IS TO CERTIFY that on this 28 day of Sept., 1956, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney for John Lawrence Wood, Jr., Purchaser, and made oath in due form of law that the matters and things set forth in the aforegoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
CLERK

FILED Sept. 28, 1956

ORDER OF COURT
FILED September 28, 1956

ORDER OF COURT

UPON the aforegoing Petition it is, by The Circuit Court for Queen Anne's County In Equity, ORDERED that the writ of habere facias possessionem be issued by the Clerk of this Court to the Sheriff of Queen Anne's County against Earle D. Rittenhouse, Defendant, Mortgagor, unless cause to the contrary thereof be shown on or before the 15th day of October, 1956, provided a copy of the aforegoing Petition and of this Order be served upon Earle D. Rittenhouse, Defendant, on or before the 5th day of October, 1956.

Dated September 28th, 1956

WM. R. HORNEY
JUDGE

Filed Sept. 28, 1956.

COPY OF PETITION AND ORDER TO BE SERVED
FILED October 3, 1956

JOHN PALMER SMITH, ASSIGNEE versus EARLE D. RITTENHOUSE and MAY B. RITTENHOUSE, his wife, MORTGAGORS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery # 4052

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Lawrence Wood, Jr., Purchaser, by Thomas J. Keating, Jr., his Attorney, respectfully sets forth:

1. THAT your Petitioner was the Purchaser of the Mortgaged property at the Foreclosure Sale and as such he has made settlement and payment of the purchase money with the Assignee, Vendor, and the Sale, having been duly Ratified, your Petitoner has received a Deed for the property sold unto him, which Deed has been recorded among the Land Records of Queen Anne's County.

2. THAT no exceptions were filed to the sale by anyone.

3. THAT under the terms of the Sale your Petitioner, the Purchaser, was to receive possession of the Mortgaged property upon Ratification of the Sale and payment of the purchase money with the right reserved to the Mortgagors to come upon the Mortgaged property in order to remove and harvest the corn crop which was reserved from the Sale.

4. THAT not-with-standing the aforesaid said Earle D. Rittenhouse has refused to deliver possession to the premises to your Petitioner or to allow him to exercise any dominion or right of ownership thereon.

THEREFORE, your Petitioner, in accordance with the provision of Article 66, Section 18 of the Code of Public General Laws of Maryland, prays your Honors to pass an Order directing the Clerk of this Court to issue the writ of habere facias possessionem directed to the Sheriff of Queen Anne's County against the Defendant, Earle D. Rittenhouse.

Respectfully submitted,

Thos. J. Keating, Jr.
Attorney for John Lawrence Wood, Jr.
Purchaser Petitioner

Filed Sept. 28, 1956

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

THIS IS TO CERTIFY that on this 28 day of Sept. 1956, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney for John Lawrence Wood, Jr., Pubchaser, and made oath in due form of law that the matters and things set forth in the aforegoing Petition are true to the best of his knowledge and belief.

T. Borden Pippin
CLERK

Filed Sept. 28, 1956

True Copy

Test: T. SORDEN PIPPIN Clerk

ORDER OF COURT

UPON the aforegoing Petition it is, by The Circuit Court for Queen Anne's

County, In Equity, ORDERED that the writ of habere facias possessionem be issued by the Clerk of this Court to the Sheriff of Queen Anne's County against Earle D. Rittenhouse, Defendant, Mortgagor, unless cause to the contrary thereof be shown on or before the 15th. day of October, 1956, provided a copy of the aforegoing Petition and of this Order be served upon Earle D. Rittenhouse, Defendant, on or before the 5th. day of October, 1956.

Wm. R. Horney
JUDGE

Dated September 28th, 1956

Filed Sept. 28, 1956

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

Show Cause order served on Earle D. Rittenhouse by reading same to him, and leaving a copy with him this 2nd day of October, 1956.

ALEXIS M. BUTLER
Sheriff of Queen Anne's County

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
FILED December 17, 1956

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee
vs.
Earle D. Rittenhouse and
May B. Rittenhouse, his wife

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

Cause No. 4052

ORDERED, This 20th day of September in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of October, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of October, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Sept. 20, 1956.
True Copy
Test: T. SORDEN PIPPIN, Clerk

2t-10-4

QUEEN ANNE'S RECORD-OSBERVER

Centreville, Md., December 17, 1956

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 John Palmer Smith, Assignee Vs. Earle D. Rittenhouse and May B. Rittenhouse, his wife 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 2 successive weeks before the 12 day of October, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of September 1956, and the last insertion on the 4 day of October, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY A. DADDS

Filed Dec. 17, 1956

FINAL ORDER OF RATIFICATION
FILED December 19, 1956

FINAL ORDER OF RATIFICATION

ORDERED this 19th day of December, 1956, by the Circuit Court for Queen Anne's County, In Equity, that the aforegoing Report and Account of J. Thomas Clark, 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 of said mortgage is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

WM. R. HORNEY
Judge.

Filed Dec. 19, 1956

::::::::::::::::::::::::::::::::::::
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 this Thirteenth day of July, in the year nineteen hundred and fifty-six, the following Bill of Complaint was filed for record, to wit:

W. Edward Barton, T/a
Barton Bros.
Centreville, Md.

vs.

Nieta C. Williams,
436 Manhatten Ave.,
New York, New York

Ethel L. Bernard,
2061 Eight Ave.,
New York, N. Y.

Ruth C. Waters,
3637 Sanson St.,
West Philadelphia, Pa.

Helen L. Sames,
2 St. Nicholas Terrace,
New York 27, N. Y.

The Millington Bank of
Maryland, Millington, Md.
Mortgagee

In The Circuit Court

For

Queen Anne's County

In Equity

No. 4056

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orator who sues as well for himself as for all other creditors of Lacy J. Griffin, late of Queen Anne's County, Maryland, deceased, who will come in and contribute to the expense of this suit, complaining says:

1. That the said Lacy J. Griffin was in her lifetime indebted unto your orator, W. Edward Barton, trading as Barton Bros., in the full and just sum of $165.28 with interest at the legal rate from June 12, 1952, and court costs of $6.65 on a certain judgment duly recorded among the judgment records of Queen Anne's County, Maryland, in Magistrate Judgments Liber B. H. T., No. 1, Folio 233, a certified copy of which is filed as part hereof, marked "Exhibit A"; and also, that your orator, who is engaged in the business of an undertaker, and as such was employed on November 18, 1955, to take care of the remains of the said Lacy J. Griffin and to furnish all materials and do all work necessary to prepare said remains for proper burial, that in pursuance to said employment the estate of the said Lacy J. Griffin became indebted to your Orator for work done and materials provided in the sum of $470.00, as per account filed herewith as part hereof, marked "Exhibit B".

2. That the said Lacy J. Griffin died intestate in Queen Anne's County, Maryland, on November 18, 1955, leaving no personal estate of intrinsic value, and that no letters of administration have been granted on either her personal or real estate, but leaving the following described real estate, to wit: All that lot or parcel of land called or known as "The Property of Pondtown Unity Lodge #9733 of Grand United Order of Queen Anne's County, Incorporated", improved by a frame building long used as a hall or lodge, wherein the members of Pondtown Unity Lodge #9733 of Grand United Order of Queen Anne's County, a corporation, held their meetings on a cross-road which branches from the Crumpton-Sudlersville State Road or Stone Road to run to intersect a public road also branching from said State Road to lead to Church Hill at the farm known as "The Robert Orem Farm", adjoining the land of or once of John Goldsborough and the land of other and containing 2 acres of land, more or less; being in the Seventh Election District of Queen Anne's County, Maryland. Being the same and all the property conveyed to the said Lacy J. Griffin, deceased, by Walter W. Johnson, et. al., by deed dated August 18, 1941, and duly recorded among the land records for Queen Anne's County in Liber A.S.G. Jr., No. 9, folio 121, a certified copy of which is filed herewith and made a part hereof and marked "Exhibit C".

3. That at the time of the decease of the said Lacy J. Griffin as well as the present time, there exists a mortgage on the aforesaid described real estate, given by said deceased to The Millington Bank of Maryland, the same being undated but was acknowledged by said deceased on March 4, 1952, to secure the repayment of a promissory note in the sum of $525.00 with interest at the rate of 5 per cent per annum, payable six months from date, the same being recorded among the land records of Queen Anne's County, Maryland in Liber T.S.P. No. 4, folio 200, a certified copy of which is filed herewith and made a part hereof, marked "Exhibit D", and on which mortgage there is a balance outstanding in the sum of $358.00, with interest from July 4, 1956, your orator is reliably informed, the address of said mortgagee being Millington, Md.

4. That the said Lacy J. Griffin being so seized and possessed left surviving her as her only heirs at law, the defendants who are her sisters and all are adults, namely, Nieta C. Williams, Ethel L. Bernard and Helen L. Sames, who are residents of New York City, New York, and Ruth C. Waters, a resident of West Philadelphia, Pennsylvania, who are seized and possessed of an undivided one fourth interest in said property or real estate, subject to the aforesaid mortgage and subject however to the claims of the creditors of said Lacy J. Griffin, deceased.

To the end, therefore:

1. That this Honorable Court may appoint a Trustee for the purpose of making sale of said real estate or so much thereof as may be necessary for the purpose of paying the debts of the said Lacy J. Griffin, deceased.

2. That at the time of the publication of advertisement of said real estate

for sale that a notice may be given to the creditors of Lacy J. Griffin, deceased, to file their claims with proper vouchers thereto attached with the Clerk of this Court within a certain designated time or else be barred from the participation in the proceeds of sale of said real estate.

3. That your Orator may have such other and further relief as may be right and proper in the premises.

May it please your Honor to grant unto your orator the order of publication giving notice to the said Nieta C. Williams, Ethel L. Bernard and Helen L. Sames, all of the State of New York as aforesaid, and Ruth C. Waters, of the State of Pennsylvania as aforesaid, all of whom are non-residents of the State of Maryland, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have why a decree ought not to be passed as prayed; and also the writ of subpoena directed to the said The Millington Bank of Maryland, Millington, Kent County, Maryland, a corporation, commanding it to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any it may have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

J. THOMAS CLARK
Solicitor for Orator

W. EDWARD BARTON
Orator

Filed July 13, 1956.

EXHIBIT "A"
FILED July 13, 1956

William Marvin Barton and
William Edward Barton
trading as Barton Bros.

Clerk 50¢

Lacy J. Griffin

Copy of Judgment from Trial Magistrate filed June 13, 1952.
Before J. West Thompson, Jr., Justice of the Peace for the State of Maryland In and For Queen Annes County Action of Debt, $165.28
Summons issued May 21, 1952 Directed to J. O. Cecil Constable
Returnable June 2nd 1952
Returned Summoned
Continued to June 13th 19__ at 9 o'clock P.M.
Queen Anne's County, Maryland, June 12th, 1952
Defendant failed to appear Ex Parte trial
Judgment in favor of Plaintiff for the sum of One Hundred & Sixty Dollars and Twenty eight Cents, Debt, with interest from date until paid, and Six Dollars and Fifteen Cents costs $6.15 cost paid by Plaintiff.

Witness my hand and Seal
True Copy from my Docket

J. West Thompson, Jr. (SEAL)
Justice of the Peace
J. West Thompson, Jr. (SEAL)
Justice of the Peace

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber B.H.T. No. 1, folio 233, a Magistrate Judgment 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 Eleventh day of July in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

EXHIBIT "B"
FILED July 13, 1956

Centreville, Md., July 13, 1956

Estate Lacy J. Griffin

TO BARTON BROS.

To Funeral Expenses of
Lacy J. Griffin
Pondtown, Md.

$470.00

TERMS: Net Cash 90 Days--Interest at 6 per cent thereafter

1955 Nov. 18	To preparing for burial To½ Couch Grey Cloth Casket all professional Service To pine box & Cemetery Charges-	470.00

EXHIBIT "C"
FILED July 13, 1956

::::::::::::::::::::::
#22,292. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twelfth day of January, in the year nineteen hundred and forty four, the following Deed was brought to be recorded, to wit:=

One-Five Cent and One-Fifty Cent
Int. Rev. Stamps. Endorsed 18
Aug. 1941 W.W.J.

One-Twenty Cent Recordation Tax
Stamp. Endorsed 18 Aug. 1941
W.W.J.

THIS DEED made this 18 day of Aug. in the year nineteen hundred and forty one by and between Walter W. Johnson in his own right and as the husband of Eliza L. Johnson, the said Eliza L. Johnson in her own right and as the wife of the said Walter W. Johnson, Ellanor Wilson, Clarence F. Hall, single man, Harry Wright, Jerome Bratcher, Mary Elizabeth Bratcher, single woman; Matthew Hynson, of Queen Anne's County in the State of Maryland, parties of the first part, Samuel Wilson, husband of said Ellanor Wilson, Ida Wright, wife of said Harry Wright, Annie Bratcher, wife of said Jerome Bratcher, parties of the second part, and LACY J. GRIFFIN, part of the third part, also of said county, WITNESSETH:

That the parties of the first part and the parties of the second part for and in consideration of the sum of Two Hundred and Fifth Dollars paid to the parties of the first part, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said LACY J. GRIFFIN, her heirs and assigns forever,

ALL that lot of land called or known as "The Property of Pondtown Unity Lodge NO. 9733 of Grand United Order of Queen Anne's County, Incorporated" improved by a frame building long used as a hall or lodge wherein the members of Pondtown Unity Lodge NO. 9733 of Grand United Order of Queen Anne's County, a corporation held their meetings on a cross-road which braches from the Crumpton-Sudlersville State Road or Stone Road to run to intersect a public road also branching from said State Road to lead to Church Hill at the farm known as "The Robert Orem Farm", adjoining the land of or once of John Goldsborough and the land of others and containing two acres of land, more or less; being in Seventh Election District-Queen Anne's County, Maryland. being the same land conveyed unto the parties of the first part by the County Commissioners of Queen Anne's County by deed dated November 16, 1937 and recorded in Liber W.H.C. No. 5-A, a land record book of said County on folio 526, being the same land conveyed to said Corporation above named by Madison Brown, by deed dated March 6, 1924, recorded in Liber B.H.T. NO. 1, a land record of said county at folio 380.

TOGETHER with all the buildings and improvements thereon and all the roads, rights, ways, waters, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the land above described with the appurtenances thereof unto the said LACY J. GRIFFIN, her heirs and assigns forever in fee simple and for no other purpose.

And the parties of the first part covenant that they will warrant specially the property hereby conveyed; that they have done no act to encumber same and that they will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the parties of the first part and the parties of the second part have hereunto affixed their names and seals on the day and year first hereinabove written.

Test as to all the Grantors:

J. WILBUR STAFFORD

WALTER W. JOHNSON (SEAL)
Walter W. Johnson

ELIZA L. JOHNSON (SEAL)
Eliza L. Johnson

ELLANOR WILSON (SEAL)
Ellanor Wilson

SAMUEL WILSON (SEAL)
Samuel Wilson

CLARENCE F. HALL (SEAL)
Clarence F. Hall

IDA WRIGHT (SEAL)
Ida Wright

HARRY WRIGHT (SEAL)
Harry Wright

JEROME BRATCHER (SEAL)
Jerome Bratcher

ANNIE BRATCHER (SEAL)
Annie Bratcher

MARY ELIZABETH BRATCHER (SEAL)
Mary Elizabeth Bratcher

MATTHEW HYNSON (SEAL)
Matthew Hynson

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

I hereby certify that on this 18 day of Aug. 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 Walter W. Johnson and Eliza L. Johnson, husband, and wife, Ellanor Wilson and Samuel Wilson, her husband, Clarence F. Hall, Harry Wright and Ida Wright, his wife, Jerome Bratcher and Annie Bratcher, his wife, Mary Elizabeth Bratcher, Matthew Hynson, and did each acknowledge the aforegoing Deed to be their respective act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written;

Notary
Public
Seal.

J. WILBUR STAFFORD
Notary Public.
Coms. Expires May 5-1943.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber A.S.G. Jr., No. 9, folios 121 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 Eleventh day of July in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

EXHIBIT D.
Filed July 13, 1956.

::::::::::::::::::::::::::::::::::::
#31,408. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fifth day of March, in the year nineteen hundred and fifty two, the following Mortgage was brought to be recorded, to wit:-

One-One Dollar Ten Cent Recordation
Tax Stamp. Endorsed M.Bk. of Md.
3/5/52.

This Mortgage, Made this day of in the year nineteen hundred and fifty-two, by and between Lacy J. Griffin, widow, Mortgagor of Queen Anne's County, in the State of Maryland, of the first part, and The Millington Bank of Maryland, a corporation, of Kent County and State of Maryland, Mortgagee, of the second part.

WHEREAS, the said Mortgagor is justly indebted unto the said Mortgagee in the full sum of Five Hundred Twenty-five ($525.00) Dollars (being money loaned and advanced by said Mortgagee to the said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to the said Mortgagee, her promissory note bearing even date herewith; for said principal sum of Five Hundred Twenty-five ($525.00) Dollars, payable six (6) months after date, with interest at the rate of 5% per annum.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of land called or known as

"The Property of Pondtown Unity Lodge No. 9733 of Grant United Order of Queen Anne's County, Incorporated" improved by a frame building long used as a hall or lodge wherein the members of Pondtown Unity Lodge No. 9733 of Grand United Order of Queen Anne's County, a corporation, held their meetings on a cross-road which branches from the Crumpton-Sudlersville State Road or Stone Road to run to intersect a public road also branching from said State Road to lead to Church Hill at the farm known as "The Robert Orem Farm", adjoining the land of or once of John Goldsborough and the land of others and containing two acres of land, more or less; being in the Seventh Election District of Queen Anne's County, Maryland.

IT BEING THE same property which was conveyed to Lacy J. Griffin by Walter W. Johnson, et al, by deed dated the 18th day of August, 1941, and recorded among the Land Records of Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 9, folio 121, etc.

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 the said The Millington Bank of Maryland, aforesaid, its successors and assigns, forever.

PROVIDED, that if the said Lacy J. Griffin, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five Hundred Twenty-five ($525.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants here-

in 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 Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor, for herself and for her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any 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 Mortgagee, its successors or assigns, or Preston P. Heck, its 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 Kent County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty ($30.00) 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 equit jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her heirs or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for herself and for her heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Kent County in Equity, which said expenses, costs and commission the said Mortgagor for herself and for her heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Preston P. Heck, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagor, for herself and for her personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least its full insurable value, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, 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.

WITNESS the hand and seal of the said Mortgagor:

Test:

C. M. MELVIN, Jr.

LACY J. GRIFFIN (SEAL)
Lacy J. Griffin

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I Hereby Certify, that on this 4th day of March, in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lacy J. Griffin, widow, the Mortgagor named in the aforegoing Mortgage and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared Merritt Brice, President of the said The Millington Bank of Maryland 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.

Notary
Public
Seal.

C. M. MELVIN, Jr.
Notary Public

STATE OF MARYLAND,

COUNTY OF QUEEN ANNE'S, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 4, folios 200 etc., a Land Record Book for Queen Anne's County.

Circuit 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 Eleventh day of July in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN Clerk

ORDER OF PUBLICATION
Filed July 13, 1956

W. Edward Barton, t/a
Barton Bros.
Centreville, Md.

vs.

Nieta C. Williams,
436 Manhattan Ave.,
New York, New York
Ethel L. Bernard,
2061 Eight Ave.,
New York, New York,
Ruth C. Waters,
3637 Sanson St.,
West Philadelphia, Pa.,
Helen L. Sames,
2 St. Nicholas Terrace,
New York 27, New York,
The Millington Bank of
Maryland, Millington, Md.
Mortgagee

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

No. 4056

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain property in Queen Anne's County, State of Maryland, to satisfy the claims of the creditors of the late Lacy J. Griffin.

The bill states that the said Lacy J. Griffin was in her lifetime indebted unto W. Edward Barton t/a Barton Bros. in the sum of $165.28 with interest from June 12, 1952, and costs of $6.65 on a judgment recorded among the judgment records of Queen Anne's County, Maryland in Magistrate Judgment Record Liber B. H. T. No. 1, folio 233, and that said decedent's estate is indebted to the plaintiff in the sum of $470.00 for her burial.

That the said Lacy J. Griffin died intestate in Queen Anne's County, Maryland, on November 18, 1955, leaving no personal estate of intrinsic value, that no letters of administration have been granted on her estate, either real or personal, but leaving certain real estate which is particularly described in said bill, and being all the real estate which was conveyed to said deceased by Walter W. Johnson, et al. by deed dated August 18, 1941, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr. No. 9, folio 121.

That at the time of the death of the said Lacy J. Griffin as well as the present time there existed a certain mortgage ON the said real estate given by said deceased to The Millington Bank of Maryland, of record among the land records of Queen Anne's County in Liber T. S. P. No. 4, folio 200, on which the sum of $358.00 is still outstanding plus interest, the mortgage being more particularly described in said bill.

That the said Lacy J. Griffin left surviving her as her only heirs at law Nieta C. Williams, Ethel L. Bernard, Ruth C. Waters and Helen L. Sames, adults, all non residents of the State of Maryland.

It is thereupon, this 13th day of July, 1956, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper, published in said Queen Anne's County, once in each of four successive weeks before the 16th day of August, 1956, 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 1st. day of September next, to show cause, if any they have, why a decree ought not to be passed as prayed.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed July 13, 1956

SUBPOENA TO BE SERVED ON RESPONDENT.
Filed July 19, 1956.

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Circuit Court Seal. QUEEN ANNE'S COUNTY, TO WIT:

TO The Millington Bank of Maryland
Millington, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of W. Edward Barton, t/a Barton Bros., Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of July, 1956.

Issued the 13th. day of July, 1956.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name J. THOMAS CLARK T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:-

Received July 16 - 1956 and forthwith delivered to the Sheriff of Kent Co., Md. for service. Test: W. HENRY GSELL Clerk.

This is to certify that on the 17th, day of July 1956 I served the within Summons and Bill Of Complaint, on Clarence M. Melvin, as person in charge at The Millington Bank Of Maryland, by reading and leaveing a copy of each with him. BARTUS O. VICKERS Sheriff.

ORDER OF PUBLICATION
Filed August 7, 1956

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4056

W. Edward Barton, t/a Barton Bros., Centreville, Md., vs. Nieta C. Williams, 436 Manhatten Ave., New York, New York, Ethel L. Bernard, 2061 Eight Ave., New York, New York, Ruth C. Waters, 3637 Sanson St., West Philadelphia, Pa., Helen L. Sames, 2 St. Nicholas Terrace, New York 27, New York, and The Millington Bank of Maryland, Millington, Md., Mortgagee

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain real estate in Queen Anne's County, Maryland, to satisfy the claims of the creditors of the late Lacy J. Griffin.

The bill states that the said Lacy J. Griffin was in her lifetime indebted unto W. Edward Barton, T/a Barton Bros., in the sum of $165.28 with interest from June 12, 1952, and costs of $6.65 on a certain judgment recorded among the judgment records of Queen Anne's County, Maryland in Magistrate Judgment Record Liber B.H.T., No. 1, folio 233, and that said decedent's estate is indebted to the plaintiff in the sum of $470.00 for her burial.

That the said Lacy J. Griffin died intestate in Queen Anne's County, Maryland, on November 18, 1955, leaving no personal estate of intrinsic value, that no letters of administration have been granted on her estate, either real or personal, but leaving certain real estate situate in Queen Anne's County, Maryland and which is more particularly described in said bill, and being all the real estate which was conveyed to said deceased by Walter W. Johnson, et. al. by deed dated August 18, 1941, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr., No. 9, folio 121.

That at the time of the death of the said Lacy J. Griffin as well as the present there existed a certain mortgage on the said real estate given by said deceased to The Millington Bank of Maryland, of record among the Land records of Queen Anne's County in Liber T.S.P., No. 4, folio 200, on which the sum of $358.00 is still outstanding plus interest, the mortgage being more particularly described in said bill.

That the said Lacy J. Griffin left surviving her as her only heirs at law, the following sisters Nieta C. Williams, Ethel L. Bernard, Ruth C. Waters and Helen L. Sames, adults, all non residents of the State of Maryland.

It is thereupon, this 7th day of August, 1956, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff by causing a copy of this order to be inserted in some newspaper, published in said Queen Anne's County, once in each of four successive weeks before the 6th day of September, 1956, 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 22nd day of September next, to show cause, if any they have, why a decree ought not to be passed as prayed.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County, Maryland

Filed Aug. 7, 1956

ANSWER
Filed Sept. 18, 1956.

W. EDWARD BARTON ET AL	*	IN THE CIRCUIT COURT
VS.	*	FOR QUEEN ANNE'S COUNTY
NITA C. WILLIAMS	*	IN EQUITY NO. 4056
	*	

****

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of The Millington Bank of Maryland, Mortgagee, by its solicitor, Preston P. Heck, respectfully shows:

(1) Answering the First Paragraph of said Bill of Complaint, it having no knowledge of the matters and facts set forth therein can neither admit nor deny the same and demands strict proof thereof.

(2) Answering the Second Paragraph thereof, it having no knowledge of the matters and facts set forth therein can neither admit nor deny the same and demands strict proof thereof.

(3) Answering the Third Paragraph thereof, it admits the allegations therein set forth and alleges and avers that the amount of the balance outstanding as of the 17th day of September 1956, is $361.63.

(4) Answering the Fourth Paragraph thereof, it having no knowledge of the matters and facts set forth therein can neither admit nor deny the same and demands strict proof thereof.

WHEREFORE, having fully answered said Bill of Complaint, The Millington Bank of Maryland submits the matter for the passing of an appropriate decree.

PRESTON P. HECK
Solicitor for The Millington Bank
of Maryland, Mortgagee

Copy of the aforegoing Answer served on J. Thomas Clark this 17th day of September, 1956, by mailing to his Law Office at Centreville, Maryland.

Preston P. Heck

Filed Sept. 18, 1956.

CERTIFICATE OF PUBLICATION OR ORDER OF PUBLICATION
Filed Oct. 8, 1956.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 4056.

W. Edward Barton, t/a Barton Bros., Centreville, Md., vs. Nieta C. Williams, 436 Manhatten Ave., New York, New York, Ethel L. Bernard, 2061 Eight Ave., New York, New York, Ruth C. Waters, 3637 Sanson St., West Philadelphia, Pa., Helen L. Sames, 2 St. Nicholas Terrace, New York 27, New York, and The Millington Bank of Maryland, Millington, Md., Mortgagee

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain real estate in Queen Anne's County, Maryland, to satisfy the claims of the creditors of the late Lacy J. Griffin.

The bill states that the said Lacy L. Griffin was in her lifetime indebted unto W. Edward Barton, t/a Barton Bros., in the sum of $165.28 with interest from June 12, 1952, and costs of $6.65 on a certain judgment recorded among the judgment records of Queen Anne's County, Maryland in Magistrate Judgment Record Liber B.H.T., No. 1 folio 233, and that said decedent's estate is indebted to the plaintiff in the sum of $470 for her burial.

That the said Lacy J. Griffin died intestate in Queen Anne's Coun-

ty, Maryland, on November 18, 1955, leaving no personal estate of intrinsic value, that no letters of administration have been granted on her estate, either real or personal, but leaving certain resl estate situate in Queen Anne's County, Maryland and which is more particularly described in said bill, and being all the real estate which was conveyed to said decease by Walter W. Johnson, et at. by deed dated August 18, 1941, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr., No. 9, folio 121.

That at the time of the death of the said Lacy J. Griffin as well as the present there existed a certain mortgage on the said real estate given by said deceased to the Millington Bank of Maryland, of record among the land records of Queen Anne's County in Liber T.S.P., No. 4, folio 200, on which the sum of $358.00 is still outstanding plus interest, the mortgage being more particularly described in said bill.

That the said Lacy J. Griffin left surviving her as her only heirs at law, the following sisters Nieta C. Williams, Ethel L. Bernard, Ruth C. Waters and Helen L. Sames, adults, all non residents of the State of Maryland.

It is thereupon, this 7th, day of August, 1956, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff by causing a copy of this order to be inserted in some newspaper, published in said Queen Anne's County, once in each of four successive weeks before the 6th. day of September, 1956, 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 22nd, day of September next, to show cause, if any they have, why a decree ought not to be passed as prayed.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County, Maryland

Filed Aug. 7, 1956
True Copy
Test: T. Sorden Pippin, Clerk

4t-8-30

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md., October 8, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication No. 4056 in the estate of W. Edward Barton, etc. vs. Nieta C. Williams, et al. 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 4 successive weeks before the 6 day of September, 1956, and that the first insertion of said advertisement in said Queen Anne's Record-Observer was on the 9 day of August 1956, and the last insertion on the 30 day of August, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed Oct. 8, 1956

PETITION OF PLAINTIFF FOR DECREE PRO CONFESSO
Filed Oct. 8, 1956.

W. Edward Barton, etc. — In The Circuit Court For
vs. — Queen Anne's County In
Nieta C. Williams, et. al. — Equity No. 4056

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of W. Edward Barton, by J. Thomas Clark, his attorney, respectfully sets forth:

1. That the defendants, Nieta C. Williams, Ethel L. Bernard, Ruth C. Waters and Helen L. Sames, have all been duly summons to appear, answer and defend in this cause as evidenced by certificate of the Order of Publication of the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, filed in this cause, each of whom are non residents of the State of Maryland.

2. That the Millington Bank of Maryland, mortgagee, has been duly summons in this cause and has filed its answer herein.

3. That the time in which the above named defendants summons by order of publication were to appear, either in person or by solicitor, has passed, and they have not filed any pleading herein.

4. That your petitioner is advised and therefore alleges that he has a right to secure a Decree Pro Confesso against the above named absent defendants, and that the papers be submitted to an Examiner of this Court so that your petititioner may offer testimony in support of the allegations in the bill.

To the end, therefore:

1. That a decree pro confesso may be granted by this Court against Nieta C. Williams, Ethel L. Bernard, Ruth C. Waters and Helen L. Sames, some of the defendants.

2. That the papers in this Cause may be submitted to one of the standing examiners of this court, so that your petitioner may take testimony in support of the allegations of the bill of complaint.

3. That your petitioner may have such other and further relief as his case may require.

And as in duty bound, etc.

J. THOMAS CLARK
Attorney for petitioner

Filed Oct. 8, 1956.

ORDER OF COURT
Filed Oct. 8, 1956.

ORDER OF COURT

The aforegoing petition having been read and considered, and it appearing that the defendants, Nieta C. Williams, Ethel L. Bernard, Ruth C. Waters and Helen L. Sames, have been duly published against and failed to appear, either in person or by solicitor, to the bill of complaint filed herein, It is thereupon, this 8th day of October, 1956, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, Adjudged, Ordered and Decreed that the Plaintiff is entitled to relief in the premises, and that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the defendants, Nieta C. Williams, Ethel L. Bernard, Ruth C. Waters and Helen L. Sames; but because it does not certainly appear to what relief the plaintiff is entitled, it is further adjudged, and ordered that leave be granted to the plaintiff to take testimony before oen of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

Filed Oct. 8, 1956

Wm. R. HORNEY
Judge

REPORT OF EXAMINER AND DEPOSITIONS.
Filed Nov. 1, 1956.

W. EDWARD BARTON, t/a
BARTON BROS.

Vs.

NIETA C. WILLIAMS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. 4056

The Solicitor for the Plaintiff, J. Thomas Clark, having notified the subscriber, one of the regular Examiner's for this Honorable Court, of his desire to take testimony in this case, your Examiner did attend on the 1st day of November, 1956, in the Law Office of J. Thomas Clark, in the town of Centreville, Queen Anne's County, Maryland, at the house of 9:30 A. M.; and being present, Walter I. Lindsay, W. Edward Barton, Oscar Griffin, witnesses for the Plaintiff, J. Thomas Clark, Attorney for the Plaintiff, and your Examiner proceeded to take the following testimony, to wit:

B. HACKETT TURNER
Examiner

Filed Nov. 1, 1956

Mr. Walter I. Lindsay, the first witness, of lawful age produced on the part of the Plaintiff being duly sworn and examined did depose and say:

Q. State your Name, residence and occupation.

A. Walter I. Lindsay, Millington, Maryland, supervisor of assessments of Queen Anne's County.

Q. Did you know the late Lacy J. Griffin and where she resided?

A. I did not know her, but I knew the property.

Q. Are you familar with the property at the present time?

A. I am.

Q. Where is this property located and what does it consist of?

A. The property is located in Pondtown, 7th E. D. of Queen Anne's County; the property

consists of a 2 sty. frame, dwelling and about 2 acres of land.

Q. Are you familar with value of other land of the same neighborhood?

A. I am.

Q. What is your opinion of the present fair market value of the lot of land and house owned by Lacy J. Griffin at the time of her death?

A. I would say the value of the property was $1,500.00.

Q. State if you know how Lacy J. Griffin acquired this property.

A. According to records she acquired this property the 18th day of August, 1941, from Walter W. and Eliza L. Johnson by deed

Examiner's special:

A. No, not to my knowledge.

WALTER I. LINDSAY
Walter I. Lindsay

Mr. W. Edward Barton, the second witness, of lawful age produced on the part of the Plaintiff being duly sworn and examined did depose and say:

Q. State your name, residence and occupation.

A. W. Edward Barton, Centreville, Maryland, retail furniture dealer and funeral director.

Q. Under what name do you trade under?

A. Barton Bros.

Q. Did you know that late Lacy J. Griffin?

A. Yes

Q. Will you state whether or not the late Lacy J. Griffin was indebted to you?

A. Yes.

Q. In what sum was Lacy J. Griffin indebted to you?

A. $165.28 by judgment.

Q. Who obtained this judgment?

A. The judgment was obtained by William Marvin Barton and W. Edward Barton, t/a Barton Bros.

Q. Who is the assignee in the judgment at this time?

A. Myself. When I purchased my brother's half interest of Barton Bros. I did not buy the accounts receivable, but agreed to collect the accounts receivable and then make an equal division.

Q. I hand you a paper writing which proports a judgment obtained by William Marvin and William Edward Barton t/a Barton Bros. against Lacy J. Griffin on June 12, 1952, before J. West Thompson, Justice of the Peace for the State of Maryland in and for Queen Anne's County in the sum of $165.28 and $6.15 cost and marked Exhibit A. and ask you if this is not the judgment in which you have previously referred in your testimony.

A. Yes

Q. Has this judgment been satisfied or any money paid on it as of this date?

A. No.

Q. Will you state whether or not the estate of Lacy J. Griffin in indebted to you for her burial and if so how much?

A. Yes, it's indebted to me to the extent of $470.00.

Q. Is that sum still outstanding?

A. Yes.

Q. I hand you a statement dated July 13, 1956, against the estate of Lacy J. Griffin to Barton Bros. to funeral expenses of Lacy J. Griffin in the sum of $470.00 and marked Exhibit B. and ask you whether or not this is a statement of yours for all burial expenses rendered deceased?

A. Yes

Introduce and evidence

Q. When did the Lacy J. Griffin die?

A. November 18, 1955.

Q. Did she leave any personal estate of intrinsic value?

A. Not to my knowledge.

Q. Have any letters of administration been granted on either her personal or real estate?

A. No not to my knowledge.

Q. Did she leave any real estate?

A. Yes

Q. Where is this real estate located?

A. Its in Pondtown, 7th E. D., Queen Anne's County.

Q. Do you know whether this property was enbumbered at the time of her death by any mortgages?

A. Yes

Q. If so, to whom?

A. The Millington Bank of Maryland.

Q. If you know, what amount?

A. $358.00

Q. Did the said Lacy J. Griffin die in intestate?

A. Yes, as far as I know.

Q. Who did she leave survive her as her only heirs involved?

A. Well, as far as I know, 4 sisters.

Q. Will you name them and state whether or not they are adults?

A. Neita C. Williams, 436 Manhattan Avenue, New York, New York, adult Ethel L. Bernard, 2061 8th Avenue, New York, NY, adult Ruth C. Waters, 3637 Sanson St., W. Philadelphia, Penna, adult Helen L. Sames, 2 St. Nicholas Terrace, New York 27, NY, adult That's her only heirs as far as I know.

Q. What is their relationship to Lacy J. Griffin?

A. As I said before, they are all sisters.

Q. Did the deceased leaving surviving her any spouse or children?

A. Non to my knowledge, her husband is dead and I have been told she had no children.

Q. Mr. Barton are you familiar with the real estate owned by Lacy J. Griffin at the time of her death?

A. Yes

Q. Are you familar with the present land value in that area at this time?

A. Yes

Q. What is your opinion of the fair market value at this time of the lot of land and house owned by Mrs. Griffin at the time of her death?

A. I'd say $1400.00.

Examiner's special.

A. No.

W. EDWARD BARTON
W. Edward Barton.

Mr. Oscar Griffin, the third witness, of lawful age produced on the part of the Plaintiff being duly sworn and examined did depose and say:

Q. State your name, residence and occupation?

A. Oscar Griffin, Centreville, Md., work at Barton Bros.

Q. Did you know the late Lacy J. Griffin?

A. Yes

Q. Are you related to her in any way?

A. Yes Sir, she married my brother.

Q. When did Mrs. Griffin die?

A. November 18, 1955.

Q. Do you know who buried Mrs. Girffin?

A. Yes sir, Mr. Barton t/a Barton Bors.

Q. Do you know whether or not Mr. Barton has ever been paid for his services?

A. No sir, he hasn't.

Q. What is Mr. Barton's name, and under what name does he trade?

A. His name is W. Edward Barton and he trades under the name of Barton Bros.

Q. Where is his business located?

A. Located in Centreville on Water St.

Q. At the time of Mrs. Griffin death where did she reside?

A. She lived at Pondtown, Queen Anne's County, Md.

Q. Did she have a will?

A. No she didn't.

Q. Did she have any personal estate?

A. She just had a small amount, and of little value.

Q. Do you know whether any letters of administration have been granted on her estate, either personal or real?

A. No sir.

Q. Do you know whether or not she owned any real estate at the time of her death?

A. She owned that place in Pondtown, Queen Anne's County, Md.

Q. What did it consists of?

A. It had a lot and a house, the lot consists of about 3 acres.

Q. Do you know whether or not this property had any mortgages on it?

A. Yes sir, on the Millington Bank of Md.

Q. Did she leaving surviving her any husband or children?

A. She didn't have any children her husband is dead.

Q. Who did she leave surviving her as her only heirs at law, what was their relationship?

A. She left two sisters, Helen Sames, 2 St. Nicholas Terrace, NY 27, NY adult; Neita C. Williams, 436 Manhattan Avenue, NY, NY, adult, and Ethel L. Bernard, 2061 8th Ave., NY, NY, adult and Ruth C. Waters, 3637 Sanson St., W. Philadelphia, Penna., adult who are her nieces and are children of Nieta Parker, who is a deceases sister, and who died before Lacy J. Griffin did.

Q. Are those Lacy's only heirs at law?

A. That's all that I know of.

Q. Describe the improvements of the real estate?

A. Its a six room house, 2 sty frame shingle dwelling, and in good shape.

Q. Are you familar with the value of real estate around Pondtown and in the vicinity of the Lacy J. Griffin home?

A. Yes

Q. What is your opinion as to the fair market value at this time of the house and lot which the late Lacy J. Griffin died seized and possessed?

A. $1400.00

Examiner's special:

A. That's all.

OSCAR GRIFFIN
Oscar Griffin

J. Thomas Clark, Attorney for the Plaintiff, not desiring to take further depositions, the same is hereby filed.

B. Hackett Turner, Jr., - - - - - - - - - - - - $ 10.00

Marcy Collier - - - - - - - - - - - - - - 10.00

Two witnesses waived expenses and fees - - - - - - - - 00.00

One witness, Walter I. Lindsay, fee - - - - - - - - .75

B. HACKETT TURNER
Examiner

Filed Nov. 1, 1956

DECREE
Filed Nov. 12, 1956

W. Edward Barton, t/a
Barton Bros.

Vs.

Nieta C. Williams, et al

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

No. 4056

DECREE

The above cause standing ready for hearing, and being submitted without argument on the Bill and other proceedings filed herein, the Bill of Complaint, Exhibits, Depositions and other proceedings were, by the Court, read and considered.

IT IS THEREUPON, on this 12th day of November, 1956, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED, as follows:

That the real estate mentioned and described in these proceedings be sold at public sale to be conducted by the Trustee hereinafter appointed, for the purpose of applying the proceeds of sale to the payment of the debts of Lacy J. Griffin, deceased, according to their priority.

That J. Thomas Clark, of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee 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 to the State of Maryland with corporate surety to be approved by said Clerk in the penalty of $1500.00.

That he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County for, at least, three weeks prior to the day of sale, said terms to accord immediate possession to the purchaser, and to provide payment of the entire purchase price in cash, or one-third of the purchase money in cash, and two-thirds upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction.

That he shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

That he shall report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

That, upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, free, clear and discharged of all claims or mortgages of the parties to this cause, other creditors of Lacy J. Griffin, deceased, or of those claiming by, through or under them or any of them.

That the said Trustee shall bring into this Court all of the money arising from said sale to be disposed of under direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said Trustee as the Court shall thing proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And that, at the time of the first insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a Notice to the Creditors of Lacy J. Griffin, deceased, requiring them to file their claims against said decedent with the Clerk of this Court within 90 days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

Wm. R. HORNEY
Judge

Filed Nov. 12, 1956

CERTIFIED COPY OF BOND
Filed Nov. 13, 1956

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

The Phoenix Insurance Company

Hartford, Connecticut

Know All Men By These Presents, that we, J. Thomas Clark of Centreville, Queen Anne's County, Maryland as Principal, and The Phoenix Insurance Company of Hartford, Connecticut, a body corporate under the laws of the State of Connecticut, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of $1500.00 (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 and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals and dated, this Thirteenth day of November, in the year nineteen hundred and fifty-six.

Whereas, the above bounden, J. Thomas Clark, by virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee, to sell the property mentioned in the proceedings in the case of W. Edward Barton, t/a Barton Bros., vs. Nieta C. Williams, et. al., being Chancery Cause No. 4056, now pending in said Court.

Now The Condition of The Above Obligation Is Such, that if the above bounden J. Thomas Clark does and shall, well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any future decree or order in the premises then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test:

S. ALEXANDER TUBMAN, IV. J. THOMAS CLARK (SEAL)

Attest:

S. ALEXANDER TUBMAN, IV.

The Phoenix Insurance Company
By ROBERT R. PRICE, JR.
Attorney-in-fact

Corporate Seal.

and at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Nov. 13, 1956

T. SORDEN PIPPIN, Clerk

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

I hereby certify that the aforegoing Bond is truly taken and copied from Liber T.S.P. No. 1, folio 186, 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 Thirteenth day of November in the year nineteen hundred and fifty-six.

Circuit Court Seal.

T. SORDEN PIPPIN Clerk

STATEMENT OF MORTGAGE INDEBTEDNESS
Filed Dec. 11, 1956

BARTON BROS.	*	IN THE CIRCUIT COURT
VS.	*	FOR
LACY J. GRIFFIN	*	QUEEN ANNE'S COUNTY
	*	NO.________
	*	

* *

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance principal of mortgage dated March 4, 1952, and recorded among the Land Records for Queen Anne's County, in Liber T.S.P. #4, folio 200, etc., from Lacy J. Griffin, widow, to The Millington Bank of Maryland -	$ 358.00
Interest thereon at 5% per annum from July 4, 1956, to January 11, 1957 -	9.38
	$ 367.38

C. M. MELVIN
Cashier

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of December, 1956, before me, the subscriber, a Notary Public, in and for Kent County aforesaid, personally appeared Clarence M. Melvin, Cashier, of The Millington Bank of Maryland, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Indebtedness are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

LEONA R. MASSEY
Leona R. Massey, Notary Public

Filed Dec. 11, 1956.

REPORT OF SALE
Filed Dec. 11, 1956.

W. Edward Barton, t/a
Barton Bros.

vs.

Nieta C. Williams, et al.

In The Circuit Court For
Queen Anne's County In
Equity No. 4056

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, trustee, appointed by decree of this court, passed in the above entitled cause on November 12th, 1956, to make sale of certain real estate therein mentioned, respectfully shows:

1. That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Queen Anne's Record-Observer", a weekly newspaper printed and published in Queen Anne's County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, at 1:30 o'clock p. m. on the 11th day of December, 1956, then and there proceed to sell said property in the manner following, that is to say:

Your trustee did offer the hereinafter described property at public sale to the highest bidder, after first reading said advertisement of sale, through J. Elmer Anthony, Auctioneer, who, after crying said sale for sometime, did sell said property unto W. Edward Barton, Centreville, Maryland, for the sum of $755.00.

the said property being described as follows:

All that lot of land called or known as "The Property of Pondtown Unity Lodge No. 9733 of Grand United Order of Queen Anne's County, Incorporated", improved by a frame building long used as a hall or lodge, wherein the members of Pondtown Unity Lodge No. 9733 of Grand United Order of Queen Anne's County, a corporation held their meetings, on a cross-road which branches from the Crumpton-Sudlersville State or Stone Road to run to intersect a public road also branching from said State Road to lead to Church Hill at the farm known as "The Robert Orem Farm", adjoining the land or or once of John Goldsborough, and the land of others and containing two acres of land, more or less, For title reference see deed from Walter W. Johnson, et. al. to Lacy J. Griffin, dated Aug. 18th, 1941, recorded among the land records for said county in Liber A.S.G. Jr., No. 9, folio 121.

The terms of sale were those set forth in the advertisement.

2. The purchaser has complied with the terms of sale by the payment of the full purchase price.

3. The report states the amount of sales to be $755.00

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark, trustee

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

This is to certify that on this 11th day of December, 1956, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J. Thomas Clark, trustee named in the above report of sale, and made oath

in due form of law that the matters and facts set forth in the aforegoing report are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

T. SORDEN PIPPIN
Clerk

Filed Dec. 11, 1956.

CERTIFICATE OF PUBLICATION OF TRUSTEE'S SALE OF REAL ESTATE
Filed Dec. 11, 1956.

TRUSTEE'S SALE
OF
REAL ESTATE

The undersigned trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed November 12, 1956, in Cause No. 4056 in said Court, will sell at public sale to the highest bidder, in front of the Court House door in Centreville, Maryland, on TUESDAY, DEC. 11, 1956 commencing at 1:30 o'clock p.m. All that lot of land called or known as "The Property of Pondtown Unity Lodge No. 9733 of Grand United Order of Queen Anne's County, Incorporated", improved by a frame building long used as a hall or lodge, wherein the members of Pondtown Unity Lody No. 9733 of Grand United Order of Queen Anne's County, a corporation held their meetings, on a cross-road which branches from the Crumpton-Sudlersville State or Stone Road to run to intersect a public road also branching from said State Road to lead to Church Hill at the farm known as "The Robert Orem Farm," adjoining the land of or once of John Goldsborough, and the land of others and containing two acres of land, more or less. For title reference see deed from Walter W. Johnson, et. al. to Lacy J. Griffin, dated Aug. 18th, 1941, recorded among the land records for said county in Liber A.S.G., Jr., No. 9, folio 121.

TERMS OF SALE - Immediate possession; whole price may be paid in cash on day of sale, or one-third of purchase money shall be payable in cash on day of sale, and two-thirds upon final ratification of said sale by this Court. The deferred payment to bear interest from day of sale, and be secured to the trustee's satisfaction. Title papers and cost of recording deed to be at purchaser's expense. Taxes will be prorated as of day of sale.

J. THOMAS CLARK, Trustee

4t-12-6

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 11, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale Of Real Estate in the case of Cause No. 4056 in The Circuit Court of Queen Anne's County 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 4 successive weeks before the 11 day of December, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15 day of November 1956, and the last insertion on the 6 day of December, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY A. DADDS

Filed Dec. 11, 1956

ORDER NISI
Filed Dec. 11, 1956.

NISI

W. Edward Barton, t/a Barton Bros.	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
Nieta C. Williams, et al.	:	IN EQUITY
	:	NO. 4056

ORDERED, this 11th. day of December, 1956, that the sale of real estate made and reported in this cause by J. Thomas Clark, trustee, be ratified and confirmed, on or after the 11th. day of January next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 20th. day of December 1956, and ending on the 3rd.

day of January 1956.

The report states the amount of sales to be $755.00.

T. SORDEN PIPPIN Clerk

Filed: Dec. 11, 1956

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Jan. 10, 1957

NISI

W. Edward Barton, t/a
Barton Bros.

vs.

Nieta C. Williams, et al.

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

No.4056

ORDERED, this 11th day of December, 1956, that the sale of real estate made and reported in this cause by J. Thomas Clark, trustee, be ratified and confirmed, on or after the 11th day of January, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 20th day of December, 1956, and ending on the 3rd day of January, 1956.

The report states the amount of sales to be $755.00.

T. SORDEN PIPPIN, Clerk

Filed: Dec. 11, 1956.

True Copy
Test:

T. SORDEN PIPPIN, Clerk

3t-1-3

QUEEN ANNE'S RECORD - OBSERVER

7 Centreville, Md., January 10, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of W. Edward Barton, t/a Barton Bros. vs. Nieta C. Williams, et al. in the Circuit Court of Queen Anne's County In Equity No. 4056 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 3 successive weeks before the 11 day of January, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20 day of December 1956, and the last insertion on the 3 day of January, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed Jan. 10, 1957

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS
Filed Jan. 10, 1957

NOTICE TO CREDITORS

All creditors of Lacy J. Griffin, deceased, are hereby notified that they must file their claims against said deceased with the Clerk of the Circuit Court for Queen Anne's County, in Equity, within ninety (90) days from November 15, 1956, or be excluded from participating in the proceeds of sale of the real estate left by said deceased.

J. THOMAS CLARK,
Trustee in Chancery
Cause No. 4056

4-12-6

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 10, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the estate of Lacy J. Griffin, Deceased 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 4 successive weeks and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15 day of November 1956, and the last insertion on the 6 day of December, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed Jan. 10, 1957

FINAL ORDER OF RATIFICATION
Filed Jan. 11, 1957

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 11th day of January, 1957, that the sale made and reported by the trustee aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, the Court having taken judicial notice that the last insertion of the order nisi was on January 3rd. 1957, instead January 3rd, 1956 as shown and the trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for the special auditor; that Robert R. Price, Jr., Esquire, is hereby appointed to act as Special Auditor to state an audit of the proceeds of said sale, and that, upon the qualification of such Special Auditor by taking the oath required by law, the proceedings in the above entitled cause shall be after the expiration of the notice to creditors referred to him for such purpose.

Wm. R. HORNEY
Judge

Filed Jan. 11, 1957

AUDIT
Filed Feb. 15, 1957

W. Edward Barton, etc.

vs.

Nieta C. Williams, et. al.

In The Circuit Court For
Queen Anne's County In
Equity No. 4056

To The Honorable, The Judge of said Court:

The report of Robert R. Price, Jr., Special Auditor, unto your Honor respectfully represents:

1. That your Special Auditor was duly appointed as such by order of this Court of January 11, 1957, to state the audit in this cause, and that thereafter and before stating the within account, your Special Auditor duly took the oath and qualified for his appointment.

2. That this account is stated at the request of J. Thomas Clark, Trustee, appointed by decree of this court of November 12, 1956, to make the sale of the real estate sold in this cause and distribute the proceeds received therefrom.

3. That in the within account, said Trustee is charged with the total proceeds of the real estate sold in this cause, and your Auditor allowed all usual expenses incident to such sale, not personal, for which proper receipts or vouchers were produced; as well as, for the costs of stating and publishing this account.

4. That the balance or net proceeds of the sale of the real estate of Lacy J. Griffin, deceased, was distributed as follows: the mortgage from the said decendant to the Millington Bank of Maryland, dated March 4, 1952, and duly recorded among the land records for Queen Anne's County was allowed in full, as per its mortgage statement of indebtedness filed in this cause, and also, the costs of recording the release of said mortgage at its foot on the land records for said Queen Anne's County, and the balance of said net proceed, amounting to the sum $50.26 was directed to be paid to William Marvin Barton and William Edward Barton, trading as Barton Bros, on their judgment against said decedant, said judgment having been obtained on June 13, 1952, and was duly recorded among the judgment records for said Queen Anne's County.

5. That the balance of said claims, all being open account, and

unsecured in any way, namely, claims of W. Edward Barton, trading as Barton Bros., for a funeral bill of deceased, of United States of America, of Queen Anne's County Welfare Board, of Phillips Lumber Co., and of Sudlersville Supply Co, were not allowed in this account since there was no money left for distribution. The claim of Charles E. Anthony, Sr. Treas., for state and count taxes on the realty sold in this cause for the years 1955 and 1956, were allowed as a cost of sale, since their payment was necessary if the said trustee was going to be able to convey the realty to the pruchaser in this cause.

Respectfully submitted,

ROBERT R. PRICE, Jr.
Special Auditor

February 15, 1957

Cause No. 4056

The proceeds of the sale of land reported in this cause, in account with J. Thomas Clark, Trustee, appointed by this Court to make the sale herein reported in these proceedings (and vendor of said real estate)

1956	Cr.	
Dec. 11	By gross proceeds of the sale of land, per report of said vendor, to wit:.....	$ 755.00

Dr.		
To J. Thomas Clark, Trustee (and vendor) for his commissions for making said sale, per order of court, to wit:.....		$51.87
To do., for court costs paid in this cause, per receipt for the same exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk.....	$64.30	
Costs of Sheriff of Kent County.....	.95	
Costs of B. H. Turner, Jr, Examiner....	10.00	
Costs of Marcy Collier, Stenographer....	10.00	
Witness fee of Walter Lindsay.....	.75	
Appearance fee of J. Thos. Clark, Atty.	10.00	96.00
To do., for an amount paid Butler, Price & Yates Insurance Agency for the premium due on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:...		10.00
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:.....		15.00
To do., for amounts paid Queen Anne's Record-Observer, per receipts for the same exhibited, to wit:		
For publishing the order of publication.	$56.25	
For publishing notice to creditors.....	10.50	
For publishing notice of sale.....	32.63	
For publishing nisi of sale.....	9.00	108.38
To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for taxes, to wit; per receipts for the same exhibited:		
State & County taxes for year 1955.....	$11.68	
State & County taxes for 11 1/3 mos. of year 1956, the vendor's share of the total sum of $14.21.....	13.43	25.11
To do., for costs of publishing the audit nisi to be passed as to this audit in Queen Anne's Record-Observer.....		7.50
To Robert R. Price, Jr., Special Auditor, for stating this audit, the sum of.....		22.50
To balance for distribution, prior to allowance of mortgage and claims of creditors filed in this cause.....		418.64
		$755.00

February 15, 1957

ROBERT R. PRICE, Jr.
Special Auditor

Cr.	
By balance carried forward for distribution to the mortgagee and than to the creditors of Lacy J.	$ 755.00

Griffin, deceased, according to their priority,
to wit:..... $418.64

Dr.

To Millington Bank of Maryland, mortgagee, as payment in full of its mortgage debt on the real estate sold in this cause, per its statement of debt filed in these proceedings, the sum of $367.38

To J. Thomas Clark, Trustee, the costs of recording the release of the mortgage from Lacy J. Griffin, deceased, to the Millington Bank of Maryland, dated March 4, 1952, and recorded among the land records for Queen Anne's County in Liber TSP, #4, folio 200, with the Clerk of the Circuit Court for Queen Anne's County, per his statement exhibited, to wit:..... 1.00

To William Marvin Barton and William Edward Barton, trading as Barton Bros, on their judgment against Lacy J. Griffin, now deceased, obtained on June 13, 1952, in the sum of $160.28 and costs, with interest from June 13, 1952, as a partial payment on the same, the balance or the sum of 50.26

$418.64 $418.64

February 15, 1957

ROBERT R. PRICE, Jr.
Special Auditor

Filed Feb. 15, 1957

NISI RATIFICATION OF AUDIT
Filed Feb. 15, 1957

NISI RATIFICATION OF AUDIT

W. Edward Barton t/a Barton Bros.	In the Circuit Court
vs.	for Queen Anne's County
	In Equity
Nieta C. Williams, et al.	Cause No. 4056

ORDERED, This 15th. day of February in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by Robert R. Price, Jr. Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of March, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 8th. day of March, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed February 15, 1957

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Mar. 14, 1957

NISI RATIFICATION OF AUDIT

W. Edward Barton
t/a Barton Bros.

vs.

Nieta C. Williams, et al.

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

Cause No. 4056

ORDERED, This 15th day of February, in the year nineteen hundred and

fifty-seven, that the Report and Account filed in these proceedings by Robert R. Price, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of March, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of March, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

True Copy

Test: T. SORDEN PIPPIN, Clerk

2-2-28

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 14, 1957

The Queen Anne's Record and Observer Publishing Company, a body corporate, does hereby certify that nisi in the case of W. Edward Barton t/a Barton Bros. vs. Nieta C. Williams, et al. In the Circuit Court for Queen Anne's County In Equity Casue No. 4056 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, commencing on the 21st. day of February, 1957, and ending on the 28th day of February, 1957.

The Queen Anne's Record and
Observer Publishing Co.

by: E. A. DADDS

(Certificate - NISI Sales only)

FINAL ORDER OF RATIFICATION OF AUDIT
Filed March 18, 1957

Final Order of Ratification of Audit

Order this 18th day of March, 1957, by the Circuit Court for Queen Anne County, in Equity, and by the authority of said Court that the within and aforegoing 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 in this cause, and the trustee is hereby directed to make distribution in accordance with the aforegoing account.

Wm. R. HORNEY
Judge

Filed March 18, 1957

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Second day of November, in the year nineteen hundred and twenty two, the following Order to Docket Case was brought to be recorded, to wit:-

IN THE MATTER OF THE TRUST-ESTATE	IN THE
OF	CIRCUIT COURT, FOR QUEEN ANNE'S
THOMAS LAWRENCE	COUNTY, IN EQUITY, NO.

To. Mr. J. F. Ralph, Clerk of the Circuit Court for Queen Anne's County, In Equity:

You will please docket the above entitled Cause on your Chancery Docket, file the accompanying Deed of Trust, and record the same among the Land Record Books for Queen Anne's County, Maryland, and make out and file in the papers in this Cause a Certified Copy of the aforesaid Deed of Trust from Thomas Lawrence to J. H. C. Legg, also file and approve the accompanying Bond, and enter the appearance of J. H. C. Legg as Solicitor for the Trustee.

J. H. C. LEGG
Solicitor for Trustee

CERTIFIED COPY OF DEED OF TRUST.
Filed Nov. 22, 1922.

#9662. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of November, in the year nineteen hundred and twenty two, the following Deed of Trust was brought to be recorded, to wit:-

THIS DEED OF TRUST, made this 18th. day of November, in the year nineteen hundred and twenty two, by Thomas Lawrence of Baltimore City, in the State of Maryland, witnesseth:-

WHEREAS, the said Thomas Lawrence is indebted unto sundry persons in various sums of money on notes and open accounts which he is unable to pay in full at this time, and whereas in order that all the estate and property, assets and effects of the said Thomas Lawrence may be faithfully applied to the payment of his debts, he desires to grant, convey and assign, transfer and set over unto J. H. C. Legg of said County, all the property and estate of every kind and description, real and personal of him the said Thomas Laerence, in trust for the benefit of the creditors of the said Thomas Laerence, as hereinafter set forth, and in order that the same may be sold free and clear of the inchoate right of the dower rights of his wife, Maggie C. Lawrence, he has requested her to join him in this deed so that the said real estate hereinafter mentioned and described may be sold free and clear of her right of inchoate dower in the said real estate; the said Maggie C. Lawrence joins in this deed for that sole purpose, and no other.

Now, therefore, this deed witnesseth, that in consideration of the premises and of the sum of one dollar, the said Thomas Lawrence does hereby grant, bargain, sell, assign, convey and release unto the said J. H. C. Legg, his heirs, executors, administrators, successors and assigns, the following property, to wit: All that lot or parcel of land situate, lying and being in Winchester (now called Grasonville) in the fifth election district of Queen Anne's County, Maryland, bounded on the east by the Cemetery property of the Trustees of Murray's Methodist Protestant Church at Winchester, on the south by the lands of Carrie Goodhand, on the westby the land of William Pratt and on the remianing side by the public road leading through Winchester from Queenstown to Kent Island Narrows, and being the same land as that described by metes and bounds, courses and distances in the deed from the trustees of Murray's Methodist Protestant Church at Winchester to the said Thomas Lawrence, bearing date the 1st. day of October, 1920, and recorded in Liber J.F.R. No. 5, folios 457 etc, one of the land record books for said Queen Anne's County, Maryland.

Secondly, all that triangular or three corned lot of land, situate, lying and being at or near the upper end of the village of Winchester (now called Grasonville) in the second precinct of the fifth election district of Queen Anne's County, Maryland, on the right hand side of the public road leading from Queenstown through the said village to Kent Island Narrows improved by a frame dwelling house and store house and bottling room combined, garage or stable and other buildings, having a frontage on said road of 54 feet, with a depth on one side of 137 feet and on the other side of 124 feet, and being the same land as that described in the deed from Sanford E. Spry, late Sheriff to the said Thomas Lawrence, dated the 8th. day of February, 1921, and recorded in Liber J.F.R. No. 6, folios 339 etc, one of the land record books for Queen Anne's County, Maryland.

Thirdly, all the stock of goods, wares, merchandise, store fixtured, scales, weights, stoves, lamps, and all the property in the aforesaid store house in Grasonville, recently occupied by the said Thomas Lawrence, and also all other property real, personal in possession, reversion, remainder or in expectancy of the said Thomas Lawrence wheresoever situated or located, and whether on the property hereinbeofre described, or in the store house, or wheresoever the same may be.

TO HAVE AND TO HOLD the said property under the said J. H. C. Legg, his heirs executors, administrators, successors and assigns in trust and confidence, nevertheless, for the following purposes, that is to say: First, to take possession of the estate and property of every kind and description hereby conveyed, and without un-

necessary delay, to convert the same into money by the sale of such thereof as is salable, for cash, or for cash and credit, upon such terms of cash and credit as he, in the exercise of his judgment may deem right and proper, and by the collection of so much thereof as is collectible, and to apply the said money and proceeds after the payment of the legal expenses of this TRUST, including ten per centum commission on the gross amount of the trust estate to be received by the said trustee for his services under these presents, to the payment of all debts or the said Thomas Laerence, due and owing by him, and for the equal benfit of all the creditors of the said Thomas Lawrence, without priority or preference save as sanctioned by law. Second, after the payment in full of all the debts aforesaid, if the funds be sufficient, and if not, then to each creditor of the said Thomas Lawrence in equal pro rate share, for which he may be liable in trust to pay the surplus if any there be unto the said Thomas Lawrence, his personal representatives and assigns.

As witness the hand and seal of the said Thomas Lawrence the day and year first above written.

Thos. Lawrence (SEAL)

Test as to Thomas Lawrence:
Louis W. Rahe;

Maggie Lawrence. (SEAL)

Test as to Maggie C. Lawrence:
Chas. O. Coursey.

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 18th. day of November, in the year nineteen hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, duly commissioned and qualified, personally appeared Thomas Lawrence, and acknowledged the aforegoing deed of trust to be his act.

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

Notary
Public
Seal.

Louis W. Rahe.
Notary Public.

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

I hereby certify that on this 21st. day of November, in the year nineteen hundred and twenty two, before me, the subscriver, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Maggie C. Lawrence, wife of Thomas Lawrence, and acknowledged the aforegoing deed of trust to be her act, for the purpose only as herein set forth.

Chas. O. Coursey, J. P.
Justice of the peace.

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

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 9, Folio 577 etc. a Land Record Book for Queen Anne's Co.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 22nd day of November, in the year 1922.

Circuit
Court
Seal.

J. F. ROLPH Clerk.

BOND
Filed Nov. 22, 1922.

KNOW ALL MEN BY THESE PRESENTS, that we J. H. C. Legg, of Queen Anne's County, in the State of Maryland, and The New Amsterdam Casualty Company a body corporate, duly incorporated under the laws of the State of New York, duly authorized under 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 of the United States of America, to be paid to the said State of Maryland, or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this Twenty-Second day of November, in the year nineteen hundred and twenty two.

WHEREAS Thomas Lawrence of Queen Anne's County, in the State of Maryland, by his Deed of Trust bearing date the eighteenth day of November nineteen hundred and twenty two, duly executed, acknowledged, and recorded according to law, among the Land Record Books for Queen Anne's County Maryland, granted, conveyed, bargained and sold, assigned and released unto J. H. C. Legg, certain property and estate therein referred to and described in trust upon certain terms and conditions and for certain purposes in said Deed of Trust particularly named and set forth and declared.

NOW, THE CONDITION, OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J. H. C. Legg, do and shall well and faithfully perform the TRUST repos-

ed in him by the said Deed of Trust, or that may be reposed in him by any order or decree of the Circuit Court for Queen Anne's County In Equity, in the premises, then the above obligation 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

J. H. C. LEGG (SEAL)

EARLE M. HOLDEN

The New Amsterdam Casualty Company

By RICHARD T. EARLE
Attorney - in - fact

Corporate Seal.

And on the back of the aforegoing is the following endorsement, to wit:-

Security Approved and Bond filed November 22nd, 1922.

J. F. ROLPH Clerk

PETITION AND ORDER OF COURT ASSUMING
JURISDICTION AND GIVING NOTICE TO CREDITORS
Filed Nov. 22, 1922.

In The Matter of the Trust Estate

OF

THOMAS LAWRENCE

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

CAUSE NO.

To The Honorable, the Judges, of said Court:

The Petition of J. H. C. Legg, Trustee, in the above entitled Cause, to Your Honors, respectfully states:

FIRST:-That Thomas Lawrence of Queen Anne's County, State of Maryland, on the 18th. day of November, 1922, executed unto your Petitioner a Deed of Trust, granting, conveying, bargaining, selling, assigning and releasing unto your Petitioner, all the property and estate of the said Thomas Lawrence of every kind and description and character, in Trust upon certa__ conditions and for certain purposes in said Deed of Trust mentioned and declared, as will fully appear by reference to a certified copy of said Deed of Trust filed in this Cause.

SECOND:- That your Trustee has filed with the Clerk of this Court, in thi_ Cause an approved Bond in the penalty of one thousand dollars, for the faithful performance of the Trust reposed in him, as Trustee under the aforesaid Deed of Trust, and now your Trustee is desirous that this Honorable Court shall assume Jurisdiction of said Trust Estate, and direct him in the execution of the said Trust.

THIRD:-That your Petitioner is required as Trustee by the terms of said Deed of Trust, after converting the assetts of the said Trust Estate into money, and after paying the expenses of the Trust, as set forth in said Deed of Trust, to apply the proceeds of the Trust Estate, as in said Deed of Trust set forth.

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

Your Petitioner, therefore prays:-

(1) That this Honorable Court assume jurisdiction of the said Trust Estate mentioned in this 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 Thomas Lawrence 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, will ever pray, etc.,

J. H. C. LEGG
TRUSTEE & PETITIONER.

ORDER OF COURT:

UPON the aforegoing Petition it is ordered this twenty third day of November, in the year, nineteen hundred and twenty two, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, that Jurisdiction of the Trust created by the Deed of Trust referred to in the aforegoing Petition, be and the same is here-

by 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 J. H. C. Legg, Trustee, cause to be duly published the following order of this Court giving Notice to the Creditors of the said Thomas Lawrence to file their respective claims, as in _aid order is fully set forth and stated.

Filed November 28th 1922 THOMAS J. KEATING

NOTICE TO CREDITORS:

IN THE MATTER OF THE TRUST ESTATE OF THOMAS LAWRENCE

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

ORDERED, this 23rd day of November, in the year, nineteen hundred and twenty two, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, that the CREDITORS of THOMAS LAWRENCE and all others claiming any interest in the estate and property, or the proceeds of the sale thereof, granted and conveyed and assigned by the Deed of Trust of the said Thomas Lawrence to J. H. C. Legg Trustee, for the purposes in said Deed stated and declared be and they are hereby required and directed to file their said claims with the proper vouchers attached thereto with the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the first day of April next; provided a copy of this ORDER be published in some newspaper printed and published in Queem Anne's County, Maryland, once in each of FOUR auccessive weeks before the first day of January next.

THOMAS J. KEATING

Filed November 28th 1922

REPORT OF SALE
Filed April 18, 1923.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS LAWRENCE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, CAUSE NO. 2474.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:
SALES

The Report of J. H. C. Legg, Trustee under the Deed of Trust from Thomas Lawrence for the benefit of Creditors to J. H. C. Legg, dated November 18th. 1922 and recorded in Liber J.F.R. NO. 9 folios 577 etc., a Land Record Book for Queen Anne's County, Maryland, of the real estate and the personal property in said Deed of Trust mentioned and described, respectfully sets forth:

(1) That after having filed an approved Bond for the faithful performance of the Trust reposed in him by said Deed of Trust, and giving notice of the time, place, manner and terms of sale by advertisement published in the Centreville Record, a newspaper printed and published in Queen Anne's County for three successive weeks before the day of sale, and in the Centreville Observer another newspaper printed and published in said Queen Anne's County, for two successive weeks before the day of sale, certified copies of which said advertisements are herewith filed and asked to be taken as a part of this report of sale, he did pursuant to said notice and advertisement, attend in in person in front of the Store House on the presmises recently occupied by the said Thomas Lawrence, in Grasonville, in Queen Anne's County, Maryland, on Monday December the 18th. 1922, at the hour of 10-30 O'Clock A. M. and proceeded to sell the Stock of General Merchandise and Store Fixtures in the said Store House, and sold the same as follows, To Wit:

Your Trustee first offered the Stock of General Merchandise, which consisted of some snuff, Lamp Chimneys, canned goods, chewing tobacco, patent medicines, fancy cakes, candies, a few dry goods, coal oil, molasses, considerable stove pipe and some other articles, (but the stuff was in bad shape, as the Store had been closed since middle of May, 1922, under an attachment, which was set aside at the November Term of Court, and there was very little left in the Store, and it had been broken into once at least, and the stock was small to start with) and sold the same as whole to T. Harry Jones, of Chester Maryland, at and for the sum of ----------$20.00
he being then and there the highest bidder therefor at and for said sum of Twenty Dollars.

Your Trustee, then proceeded to sell the store fixtures, as follows,

A Little show case	to	H. K. Thomas for	$ 1.00
A Large show case (broken)	to	James Dadds for	$ 1.00
Cotton Case	to	James B. Hess	$ 1.00
Coffe Grinder	to	B. L. Miller	$ .25
Pair of small scales	to	H. K. Thomas	$ .50
Small lamp	to	H. K. Thomas	$ .15
Show case (badly broken)	to	Walter Gardner	$ .25
Old Tabacco Cutter	to	Walter Gardner	$ .10
Tin Measurer	to	Henry Trott	$ .10
Lamp	to	Walter Gardner	$ .50
Desk	to	Walter Jewell	$ 8.25
Stove and Pipe	to	Walter Gardner	$ 2.50
			$35.60

			$ 35.60
A Pair of old Scales	to	T. H. Jones	$ 1.00
Oil Tank	to	Walter Gardner	$ 3.50
Meat Bench, old Ice Box and old feed box	to	Henry Trott	$ 2.00
Saw and Cleaver	to	W. T. Pratt	$ 1.50
Broken Show case	to	Walter Gardner	$ .50
Lamp	to	Walter Gardner	$ .75
Paper rack	to	Walter Gardner	$ .10

Total sales of Stock of Merchandise and Store Fixtures amounted to $ 44.95

Your Trustee then at the Hour of 11-30 O'Clock A. M. proceeded in front of the said Store House, on the said Premises, in Grasonville, in Queen Anne's County, Maryland, proceeded to sell the said real estate described in the aforesaid Advertisement, as follows, All That Triangular or Three Corned Lot or Parcel of Land, situate, lying and being at or near the upper end of the village of Winchester (now called Grasonville) in said County and State, and on the right side of the public road leading through said village from Queenston to Kent Island Narrows, having a frontage on said road of 54 feet, and improved by Frame Dwelling House, Bottling Room, Garage and other buildings and described in the Deed from Sanford E. Spry, Late Sheriff to Thomas Lawrence and sold the same to Walter Gardner of said Queen Anne's County, Maryland at for the sum of Six Hundred and Two Dollars,----------$602.00 he being then and there the highest bidder therefor at and for the said sum of six hundred and two dollars.

Your Trustee the Offered Secondly at the same place and same time, All that vacant Lot or Parcel of Land, situate. lying and being on the left of the public road from Queenstown through the village of Winchester (now Grasonville to Kent Island Narrows, and nearly opposite the Store and Dwelling Property o_ the said Thomas Lawrence, bounded by the Cemetery Property of the M. P. Church Mrs. Carrie Goodhand, and William Pratt, and having a frontage on the aforesaid public road of 140 feet more or less, and is the same property as that described in the Deed from the Trustees of the M. P. Church to Thomas Lawrence and sold the same to William Leimbach of Baltimore City, in the State of Maryland at and for the sum of Seventy Dollars,---------- $ 70.00 he being then and there the highest bidder therefor at and for the sum of Seventy Dollars, ----------

The Total amount of the Sales Real and Personal property ---------- $716.95

The said Purchasers have all complied with the Terms of the sale

All of which is respectfully submitted by

J. H. C. LEGG
Trustee.

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

I hereby certify that on this Eighteenth day of April, in the year, Ninete___ hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, In Equity, personally appeared J. H. C. Legg, Trustee, and made oath in due form of law that the matters and thing sated in the aforegoing Report of Sales of the Real and Personal Propert_ of Thomas Lawrence are just and true as therein stated and set forth and that the sales of real and personal property were fairly and bona fide made.

J. F. ROLPH, Clerk.

Filed Apr. 18th 1923

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
OF REAL & PERSONAL PROPERTY
Filed Apr. 18th 1923

TRUSTEE'S SALE
OF VALUABLE
REAL ESTATE
AND
STOCK OF GENERAL MERCHANDISE AND
STORE FIXTURES
IN GRASONVILLE, QUEEN ANNE'S
COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in the Deed of Trust for the benefit of Creditors, from Thomas Lawrence to J. H. C. Legg, Trustee, dated the 18th day of November, 1922, and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J. F. R. No. 9, folios , the undersigned, as the Trustee named in said Deed of Trust, will sell at public auction on the premises, in the store house recently occupied by said Thomas Lawrence, in Grasonville, in Queen Anne's County, Maryland, on MONDAY, DEC. 18, 1922 beginning at 10:30 o'clock A. M., the stock of GENERAL MERCHANDISE AND THE STORE FIXTURES in the said store house; and at 11:30 o'clock on the same day and in front of the aforesaid store house, on the aforesaid premises, your Trustee will sell at public auction, all that triangular or three cornered LOT OR PARCEL OF LAND situate, lying and being at or near the upper end of the village of Winchester (now Grasonville), in said county and State, and on the right side of the public road leading through said village from Queenstown to Kent Island Narrows, having a frontage on said road of 54 feet, and improved by a FRAME DWELLING HOUSE Store

House, Bottling Room, Garage and other Buildings. (See deed from Sanford E. Spry, late Sheriff, to Thomas Lawrence for detailed description this lot of land.

SECONDLY:

ALL THAT VACANT LOT OR PARCEL OF LAND, Situate, lying and being on the left of the public road from Queenstown through the said village of Winchester (now Grasonville) to Kent Island Narrows, and nearly opposite the Store and Dwelling Property of the said Thomas Lawrence, bounded by the Cemetery Property of the M. P. Church, Mrs. Carrie Goodhand and William Pratt, and having a frontage on the aforesaid public road of 140 feet, more or less. (See deed from Trustees M. P. Church to Thomas Lawrence for detailed description of this Lot of Land).

The contract for a State Road has been let through said village which pass right by this property, therefore the sale of this store and dwelling offers a rare chance to purchase a good business site.

TERMS OF SALE:-One-third of the purchase money in cash on day of sale, balance in two equal installments in six and twelve months from day of sale, to be secured by the notes of the purchaser bearing interest, payable in bank, with sureties to the satisfaction of the undersigned Trustee, and no property to be removed until terms of sale are complied with. Title papers at the expense of the purchaser, including War Stamps on Deed.

J. H. C. LEGG, Trustee.

T. F. Seward, Actioneer.

THE CENTREVILLE ROAD

CENTREVILLE, MD., April 18, 1923

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Ad of Real & personal property in the matter of The Trust Estate of Thomas Lawrence a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 18 day of Dec. in the year 1922

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN, Jr.

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS.
Filed Apr. 18th, 1923

NOTICE TO CREDITORS.

In the Matter of the Trust Estate of

Thomas Lawrence.

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

Ordered, this 23rd day of November, in the year 1922, by the Circuit Court for Queen Anne's County, in equity, and by authority of the said court, that the creditors of Thomas Lawrence, and all others claiming any interest in the estate and property, or the proceeds of the sale thereof, granted and conveyed and assigned by the the Deed of Trust of the said Thomas Lawrence to J. H. C. Legg, Trustee, for the purpose in said Deed stated and declated be and they are hereby required and directed to file their said claims with the proper vouchers attached thereto with the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the 1st day of April next; provided a copy of this order be published in some newspaper printed and published in Queen Anne's ty, Maryland, once in each of four successive weeks before the 1st day of January next.

THOMAS J. KEATING,

True Copy-Test:

J. F. ROLPH, Clerk

Filed November 28th, 1922. D2t4

THE CENTREVILLE RECORD

Centreville, Md., April 18 , 1923.

The Centreville Record Publishing Co., hereby certifies that the Notice to Creditors in the Matter of the Trust of Thomas Lawrence a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive week before the 1 day of Jan. in the year 1923.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN Jr.

CERTIFICATE OF PUBLICATION OF TRUSTEE'S SALE
Filed April 18, 1923.

TRUSTEE'S SALE
-OF VALUABLE-
REAL ESTATE
AND
STOCK OF GENERAL MERCHANDISE AND
STORE FIXTURES
IN GRASONVILLE, QUEEN ANNE'S
COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in the Deed of Trust for the benefit of Creditors, from Thomas Lawrence to J. H. C. Legg, Trustee, dated the 18th day of November, 1922, and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J. F. R. No. 9, folios , the undersigned, as the Trustee named in said Deed of Trust, will sell at public auction on the premises, in the store house recently occupied by said Thomas Lawrence, in Grasonville, in Queen Anne's County, Maryland, on Monday, Dec. 18, 1922 beginning at 10:30 o'clock A. M., the stock of General Merchandise and the Store Fixtures in the said store house; and at 11:30 o'clock on the same day, and in front of the aforesaid store house, on the aforesaid premises, your Trustee will sell at public auction, all that triangular or three cornered Lot or Parcel of Land situate, lying and being at or near the upper end of the village of Winchester (now Grasonville), in said county and State, and on the right side of the public road leading through said village from Queenstown to Kent Island Narrows, having a frontage on said road of 54 feet, and improved by a Frame Dwelling House Store House, Bottling Room, Garage and other Buildings. (See deed from Sanford E. Spry, late Sheriff, to Thomas Lawrence for detailed description this lot of land.

SECONDLY:

ALL THAT VACANT LOT OR PARCEL OF
LAND.

situate, lying and being on the left of the public road from Queenstown through the said village of Winchester (now Grasonville) to Kent Island Narrows, and nearly opposite the Store and Dweling Property of the said Thomas Lawrence, bounded by the Cemetery Property of the M. P. Church, Mrs. Carrie Goodhand and William Pratt, and having a frontage on the aforesaid public road of 140 feet, more or less. (See deed from Trustees M. P. Church to Thomas Lawrence for detailed description of this Lot of Land).

The contract for a State Road has been let through said village which pass right by this property, therefore the sale of this store and dwelling offers a rare chance to purchase a good business site.

TERMS OF SALE:-One-third of the purchase money in cash on day of sale, balance in two equal installments in six and twelve months from day of sale, to be secured by the notes of the purchaser bearing interest, payable in bank, with sureties to the satisfaction of the undersigned Trustee, and no property to be removed until terms of sale are complied with. Title papers at the expense of the purchaser, including War Stamps on Deed.

J. H. C. LEGG, Trustee.

T. F. Seward, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., April 18, 1923

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the Trust estate of Thomas Lawrence, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 18th day of December in the year 1923.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By B. G. DURNEY

ORDER NISI
Filed Apr. 18th 1923.

ORDER----NISI

IN THE MATTER OF THE TRUST ESTATE) In the Circuit Court
OF)

THOMAS LAWRENCE) For Queen Anne's County
VS.) Chancery No. 2474.

ORDERED, This 18th. day of April, A.D., 1923, that the sale of the real estate and of the personal property of Thomas Lawrence made and reported in this cause by J. H. C. Legg, Trustee, under Deed of Trust, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Twenty Third day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the twenty Second day of May next.

The Report states the amount of sales to be $716.95

J. F. ROLPH Clerk.

Filed Apr. 18th 1923.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed June 30th 1923.

ORDER NISI

In the Matter of the Trust Estate of
THOMAS LAWRENCE
In The
Circuit Court for Queen Anne's County
In Equity; Chancery No. 2474.

Ordered, This 18th day of April A.D., 1923, that the sale of the real estate and of the personal property of Thomas Lawrence made and reported in this cause by J. H. C. Legg, trustee, under Deed of Trust, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twenty-third day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the twenty-second day of May next.

The Report states the amount of sales to be $716.95.

J. F. ROLPH, Clerk.

True Copy: Test-
J. F. ROLPH, Clerk.

Filed April 18th, 1923.

THE CENTREVILLE OBSERVER

Centreville, Md., June 30, 1923

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the trust estate of Thomas Lawrence 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 in each of four successive weeks before the 22d day of May in the year 1923.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

FINAL ORDER OF RATIFICATION OF SALE.
Filed July 2nd, 1923.

FINAL ORDER.

ORDERED THIS second day of July, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, In Equity that the sale of the real Estate and Personal Property made and reported in the aforegoing Report of Sale by J. H. C. Legg, Trustee of Thoma_ Lawrence, and filed in this Casue on the eighteenth day of April, nineteen hundred and twenty three, be, and the same are, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice thereof appears to have been given in accordance with the preceeding Order Nisi heretofore passed in this Cause, the Trustee is allowed all expenses not personal, upon producing vouchers therefor to the Auditor, including commissions and fees provided for by the Deed of assignment.

THOMAS J. KEATING

Filed July 2nd, 1923.

REPORT AND ACCOUNT OF AUDITOR
Filed January 15th, 1925

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

In the Matter of the
Trust Estate of
Thomas Lawrence..... Chancery Cause No. 2474.

To the Honorable, the Judges of said Court:

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

That the within account is stated by first charging J. H. C. Legg the trust of the trust estate herein mentioned with the gross amount received by him from the said estate, and then by allowing him thereout his commissions, per terms of the deed, the costs of advertising the sales and several orders nisi of the cause and notice to creditors, costs of his bond and of his auctioneer, taxes paid by him, auditor's fee and costs of advertising the order nisi to be passed as to this account.

That after these allowances the balance of the trust estate is not sufficient to pay the claims of the creditors in full and is distributed pro rata among them.

That the list of creditors in the within account is made up from the list of claims as contained in the Docket of Claims in the office of the clerk of this Court and from the claims filed, and includes all creditors known to the trustee and the auditor.

That claim No. 6 is missing from the bundle containing the papers of the cause but is entered on the said Docket of Claims, and is to be obtained and re-filed by Mr. Mitchell, the attorney having it for collection.

Respectfully submitted,

MADISON BROWN, Auditor.

Jan. 15, 1925.

The proceeds of the trust estate of Thomas Lawrence
in account with J. H. C. Legg as trustee under the
deed of trust creating said trust estate.

CR:

1922 18 Dec.	By amount of the gross sales of personal property:.....	$ 44.95
	By amount of the gross sales of real property..... per report of sales filed by the trustee	672.00
	Total amount of the proceeds of trust estate:.....	$716.95

DR.

""""	To J. H. C. Legg, for his commissions as trustee per terms of the said deed, ...	$ 71.69	
	To do., as trustee, for the amount paid T. F. Seward for crying sales made per receipted account,.....	15.00	
	To do.. for the amount of state and county taxes for years 1922 & 1923, per receipts for same:...	23.75	
	To do., for the amount paid corporate surety on his bond for costs of bond for 2 years, per receipts:	20.00	
	To do., for the amount paid The Centreville Record Publishing Co.. for advertising notices of sales and order nisi thereon and notice to creditors, per receipted account for same, to wit:.....	51.25	
	To do., for the amount paid Centreville Observer Publishing Co.. for costs of advertising sale per receipted account for same, to wit:.....	30.00	
	To do.. for the amount paid B. H. Turner, clerk, for his costs in this case, per receipted account:	22.50	
	To do., for the costs of advertising the order nisi to be passed as to this account:.....	3.00	
	To Madison Brown, auditor, for stating this account:	9.00	
		$246.19	
	To balance carried over for distribution among creditors, to wit:.....	470.76	
		$716.95	$716.95

In the Matter of the Trust Estate of Thomas Larence: Distribution among Creditors...

Claim No.					Dividends.
1	To W. C. Edmunds & Co.	on acct. claim of	$ 10.11	sum of	$ 6.28
2	To Centreville Milling Co.	on acct. claim of	84.38	sum of	$ 52.48
3	To Henry Snow & Son, (J.H.C.Legg, Atty.)	on acct. claim of	84.38	sum of	$ 52.48
4	To Swift & Co..... (J. P. Smith, Atty)..	on acct. claim of	115.03	sum of	$ 71.56
5	To Easton Wholesale Grocery Co. (J.P.Smith, Atty).	on acct. claim of	374.84	sum of	$ 233.21
6	To W. T. Scull Co.... (H.B.W.Mitchell, Atty).	on acct. claim of	18.09	sum of	$ 11.25
7	To The Baltimore Drug Co. (H.B.W.Mitchell, Atty)	on acct. claim of	11.05	sum of	$ 6.87
8	To The Chesapeake & Telephone Co.....	on acct. claim of	25.19	sum of	$ 15.66
9	To Armstrong Cator Co. (M.B.W.Mitchell, Atty).	on acct. claim of	11.94	sum of	$ 7.42
10	To J. M. Ewing,	on acct. claim of	21.80	sum of	$ 13.55

Amt. claims..... $756.81

Amt. distributed as dividends above.....$ 470.76

Amt. brought forward for distribution among creditors.....$ 470.76

1925
Jan. 15 MADISON BROWN, Auditor.

NISI RATIFICATION OF AUDIT
Filed January 15th 1925.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate of Thomas Lawrence vs.) In the Circuit Court For Queen Anne's County In Equity Case No. 2474

ORDERED, This 15th day of January in the year nineteen hundred and Twenty five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of February 1925; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of February 1925 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed January 15th 1925.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT.
Filed Feby. 14th 1925.

NISI RATIFICATION OF AUDIT

In the Circuit Court for Queen Anne's
Thomas Laurence

In the Circuit Court for Queen Anne's
In Equity. Case No. 2474.

Ordered, This 15th day of January in the year nineteen hundred and twenty five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of February, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of February, 1925 in some newspaper printed and published in Queen Anne's county.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.

Filed, January 15th, 1925.

THE CENTREVILLE RECORD

CENTREVILLE, MD. Feb. 13th 1925

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Thomas Lawrence Trust Cause No. 2474 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 6th day of Feb. in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN, Jr.

ORDER OF RATIFICATION OF AUDIT.
Filed February 20th 1925.

ORDERED This twentieth day of February, in the year, nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, and by the Authority of said Court that the within and aforegoing Report and Account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although Notice appears to have been given as required by the Order of Ratification Nisi, and the Trustee is hereby authorized and directed to pay the several amounts in said account awarded to the several persons to whom the same are therein allowed by the Auditor. The claim of W. T. Scull Co. having been filed with the Auditor after his report.

THOMAS J. KEATING

Filed February 20th 1925.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this First day of April, in the year nineteen hundred and fifty nine, the following Certificate of Publication of Advertisement of Sale was brought to be recorded, to wit:-

TRUSTEES' SALE
-of-
REAL ESTATE!

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, the undersigned, as Trustees, will sell at public auction, at Bryantown, in front of W. H. Walters' storehouse, on Saturday, December 20th, 1890, between the hours of 3 and 4 o'clock P. M., the following Real Estate, of Which Wm. J. Blunt died seized and possessed:

NO. 1.

A LOT OF LAND in Bryantown, in the Fifth Election District of Queen Anne's County, Maryland, adjoining the lot of Capt. James W. Butler and others, containing about Five Acres of Land improved by a Commodious Frame Dwelling, a fine Barn, Stable and Carriage House under one roof, other outbuildings, and a YOUNG PEACH ORCHARD.

NO. 2.

A LOT OF LAND containing about TEN ACRES OF LAND, on the road running through the woods from the Bryantown and Perry's Corner public road to the Bryantown and Bennett's Point public road, and adjoining the lands of George G. Wrightson, Richard J. Carter and others.

This lot may be offered in three or more parcels and as a whole.

TERMS OF SALE-One-third of the purchase money in cash on day of sale, or at 60 to 90 days on note, with approved security, interest added and payable in bank; the residue in two equal instalments of one and two years, with interest on the whole as each instalment falls due, secured by the bonds or notes of the purchasers, with approved security.

JOHN B. BROWN,
EDWIN H. BROWN,
Trustees.

T. Frank Seward, Auct.

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 before the 20th day of December 1890.

ROBERTS, PRICE & ROBERTS

Filed Apr. 3, 1959.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed April 1, 1959.

TRUSTEES' SALE
-of-
REAL ESFATE.

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, the undersigned, as Trustees, will sell at public auction, at Bryantown, in front W. H. Walters storehouse, on Saturday, December 20th, 1890, between the hours of 3 and 4 o'clock P.M., the following Real Estate, of which Wm. J. Blunt died seized and possessed:

NO. 1.

A LOT OF LAND in Bryantown, in the Fifth Election District of Queen Anne's County, Maryland, adjoining the lot of Capt. James W. Butler and others, containing about Five Acres of Land improved by a Commodious Frame Dwelling, a fine Barn, Stable and Carriage House under one roof, other outbuildings, and a YOUNG PEACH ORCHARD,

NO. 2.

A LOT OF LAND containing about TEN ACRES OF LAND,on the road running through the woods from the Bryantown and Perry's Corner public road to the Bryantown and Bennett's Point public road, and adjoining the lands of George G. Wrightson, Richard J. Carter and others.

This lot may be offered in three or more parcels and as a whole.

TERMS OF SALE.-One-third of the purchase in cashon day of sale, or at 60 to 90 days on note, with approved security, interest added, and payable in bank; residue in two equal instalments of one and two years, with interest on the whole as each instalment falls due, secured by the bonds or notes of the purchasers, with approved security.

JOHN B. BROWN,
EDWIN H. BROWN,
Trustees.

T. Frank Seward, Auct.

We Hereby Certify, That the annexed advertisement was inserted in THE CENTREVILLE RECORD, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks before the 20th day of December, 1890, making four insertions.

ROBERTS & SMITH
Editors and Publishers of the Centreville Record.

Filed Apr. 1, 1959

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE.
Filed April 1, 1959.

TRUSTEES' SALE
-of-
REAL ESTATE!

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, the undersigned, as Trustees, will sell at public auction, at Queenstown, in front of Richard E. Davidson's Store, on Saturday, September 19th, 1891, between the hours of 3 and 4 o'clock P. M., A Lot Of Land Containing About Ten Acres, near Bryantown, adjoining the lands of George G. Wrightson, Richard J. Carter and others, on the public road leading from the Bryantown and Perry's Corner public road to the Bryantown and Bennett's Point public road.

It will be offered in three parcels and then as a whole.

TERMS OF SALE.-One-third of the purchase money in cash on day of sale, or at 60 to 90 days on note, with interest added, approved security and payable in bank; residue in two equal instalments of one and two years from day of sale, secured also by notes, with interest added, approved security and payable in bank.

JOHN B. BROWN,
EDWIN H. BROWN,
Trustees.

T. Frank Seward, Auct.

N. B.-The Creditors of Wm. J. Blunt are hereby notified to file their claims, with proper vouchers, in the Clerk's Office of Queen Anne's County within four months from day of sale.

JOHN B. BROWN,
EDWIN H. BROWN,
Trustees.

Aug29t4

We Hereby Certify, That the annexed advertisement was inserted in THE CENTREVILLE RECORD, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks before the 19th day of September, 1891, making four insertions.

ROBERTS & SMITH
Editors and Publishers of the Centreville Record.

Filed Apr. 1, 1959

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of May, in the year nineteen hundred and fifty nine, the following Bill of Complaint was brought to be recorded, to wit:-

ARTHUR A. M. DEWING, KENNETH WILSON, LOUISE FORESTMANN WILSON, HIS WIFE, EDWARD TURNER and B. HACKETT TURNER, JR., Centreville, Maryland, and LOTTIE SAMUELS 409 E. Seventh Street, Wilmington, Delaware, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 4039
vs.	:	
JOHN LEEKLEY, Centreville, Maryland, DEFENDANT.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, COMPLAINING SAY:

1. THAT by deed from Wilson P. Foss, Jr. and Mary B. Foss, his wife, to your Orators, Kenneth Wilson and Louise Forstmann Wilson, his wife, dated January 26, 1944, and recorded among the land records of Queen Anne's County in Liber A. S. G., Jr. No. 9, folio 149, etc., under Parcel No. Two of said deed, they became vested, in fee simple, as tenants by the entireties, of all that tract, lot or parcel of woodland described therein as containing 57 acres, more or less, and located on the North side of the Centreville-Spaniard's Neck Road, but not immediately adjacent to said road, in the Third Election District, Queen Anne's County, Maryland; a certified copy of said deed being attached hereto, marked "Complainants' Exhibit No. 1," and prayed to be made a part hereof.

2. THAT your Orator, Arthur A. M. Dewing, is the owner of an undivided one-half interest, in a lot and/or tract of land, along with your Orators, Edward Turner and B. Hackett Turner, Jr., who arethe sons and only heirs-at-law of B. Hackett Turner, deceased, whose interest as a tenant in common in the lot or parcel of land devolved upon them upon his death; that the said B. Hackett Turner and Arthur A. M. Dewing became vested in fee simple, as tenants in common, in said lot, under deed from Laura E. Corkran, et al, said instrument dated May 26, 1913, and recorded among the land records of Queen Anne's County in Liber W. F. W. No. 3, folio 312, that said lot or tract of land also lies on the North side of, but not immediately adjacent to the Centreville-Spaniard's Neck Public Road; and is contiguous on its East side to the Wilson lot; a certified copy of said deed being attached hereto, marked "Complainants' Exhibit No. 2," and prayed to be made a part hereof.

3. THAT your Oratrix, Lottie Samuels, now intermarried to McKinley Samuels, was formerly married to William H. Watson, now deceased; that said William H. Watson, along with Emory Kirby, James Tolson, George Watson, Edward Cole, James Bordley and their respective wives, by deed dated October 9, 1926, and recorded in land liber Queen Anne's County, B. H. T. No. 6, folio 115, conveyed six lots unto one William H. Chance as a straw party upon oral trust to reconvey certain lots to each party; that your Oratrix and her husband were to have conveyed to them Lot #2, described in said Deed above mentioned; that your Oratrix and her husband never received a deed for their Lot No. 2, although they lived on the property for many years and have paid the taxes on it since 1926; that the said straw party, William H. Chance, died in 1954 leaving no heirs insofar as is known to your Oratrix; that your Oratrix is the sole owner of title to said Lot No. 2 by right of being the surviving tenant by the entirety; a certified copy of said deed being attached hereto, marked Complainants' Exhibit No. 3 and prayed to be made a part hereof.

4. THAT by deed from Mary W. Kenworthy, et al, to John Leekley, his heirs and assigns, dated March 12, 1950, and recorded among the land records of Queen Anne's County, in Liber N. B. W. No. 6, folio 13, etc., said John Leekley, became vested, in fee simple, of all those two tracts of land, or farms, containing a total acreage of 270 Acres; situate in the Third Election District, Queen Anne's County, on both sides of the public road leading from Centreville to Spaniard's Neck, for this, a certified copy of said deed being attached hereto, marked "Complainants' Exhibit No. 4," and prayed to be made a part hereof.

5. THAT a certain road way or right of way, for ingress and egress is appurtenant to your Orators respective parcels of land, to the public road from Centreville to Spaniard's Neck, and is the only reasonable and convenient road way or right of way in existence to the public road, which said road, way or right of way, is approximately 15 feet in width and runs over and through the Dewing-Turner tract, and a lot of land belonging to your Oratrix, Lottie Samuels, and, over and through a small tract of woodland belonging to said Defendant for a distance of 300 feet, more or less, to the said public road from Centreville to Spaniard's Neck.

6. THAT the road, way or right of way through the Defendant's woods has been continuously, visibly, notoriously, hostily, exclusively and adversely used by the Complainants and by former owners of their lots or parcels of land for over 30 years and as a means of ingress and egress to their respective properties.

7. THAT your Orators, Arthur A. M. Dewing, Kenneth Wilson and Louise F. Wilson, his wife, Edward Turner and B. Hackett Turner, Jr., were granted a right of way by Lottie Samuels and McKinley Samuels, her husband, over and across the road or right of way as now laid out and/or used on the said Samuels property which

leads across Defendant's property to the Centreville-Spaniard's Neck Road said deed dated April 26, 1956, and recorded among the land records of Queen Anne's County aforesaid; a certified copy of said deed being attached hereto, marked Complainants' Exhibit No. 5 and prayed to be made a part hereof.

8. THAT your Orators, Kenneth Wilson and Louise F. Wilson, his wife, were granted a right of way by Arthur A. M. Dewing, Edward Turner and B. Hackett Turner, Jr., and their respective wives, over and across the road or right of way, as now laid out and/or used on the Dewing-Turner property which leads from said Dewing-Turner tract across the Samuels lot and the Defendant's land to the Centreville-Spaniard's Neck Public Road, said deed dated April 26, 1956, and recorded among the land records of Queen Anne's County aforesaid; a certified copy of said deed being attached hereto, marked Complainants' Exhibit No. 6 and prayed to be made a part hereof.

9. THAT the Defendant, John Leekley, without the consent of your Orators, did on or about September, 1953, and on or about January 1, 1956, wrongfully place obstructions of wire, logs and fallen beech trees across said roadway so that your Orators are prevent from having proper ingress and egress to their respective lots.

10. THAT your Orator, Kenneth Wilson, at the present time, wishes to cut ripe trees out of his woodlot for lumber to be used in his farming and cattle raising operations.

11. THAT your Oratrix, Lottie Samuels, has always permitted her son, Charles Watson, if he so desired, to have a garden on her lot, as well as pick the fruit from the trees planted there by her son, Charles; that your Oratrix further says that her son, Charles Watson, has sold vegetables and fruit grown on the lot to assist him in paying taxes on said lot; that your Oratrix, Lottie Samuels, is informed that Defendant's action in placing obstructions across the right of way is hindering and delaying her son in starting his garden for this year thus impsoing a hardship on her said son and herself.

12. THAT your Orator, B. Hackett Turner, Jr., says that there is growing within the area of the Dewing-Turner tract a very fine and unusual, for this vicinity, growth of white pine trees; that three of these trees are close to 100 feet tall and over a wide area near these large trees are hundreds of white pine seedlings; that these trees must be cleaned around at this time of the year so that undergrowth, fallen limbs and weeds will not stifle the growing trees nor prevent other seedlings from coming up. That your Orator, B. Hackett Turner, Jr., has for, at least, 20 years assisted the nurture of these white pine trees by keeping the area clean and free of underbrush so that the growth of these trees would not be impeded; that since the Defendant, John Leekley, has closed the road or right of way and denied access thereto, your Orator, B. Hackett Turner, Jr., has been unable to drive his car to the Dewing-Turner tract and as a consequence has been unable to do necessary work on and in the white pine grove.

13. THAT the Defendant has threatened to deny Complainants access to their respective lots by closing said road unless they will first ask his permission to use the roadway over and through his property; and thus Defendant will permanently deprive your Orators of the use and enjoyment of their said properties as held and enjoyed by them, and prior owners, for many years; and the Complainants fear that the said Defendant will carry out his said threat unless restrained by the judgment of this Court, and that if said Defendant does continue to close said road or right of way, he will put the Complainants to irreparable injury, and will harass, vex, annoy them, and will put them to the necessity of inititating a multiplicity of actions to protect their rights to have access to and from their respective lots.

14. Your Orators further allege and charge that the acts of the Defendant in denying them access to their lots or parcels of land greatly depreciates the value of their properties; and the Defendant will, in time, acquire an adverse right and title against your Orators' right to use said road, way or right of way.

15. THAT the acts and interferences of the Defendant have lessened the value of the properties of your Orators as held and enjoyed by them for many years and that the said acts and interferences of Defendant, although enhancing the value of his property, have been done to the great detriment and value of your Orators estates and properties, and the mischief is irremediable, and damages cannot compensate your Orators for their loss and inconvenience, and therefore the Defendant's acts are causing immediate, substantial and irreparable injury to the Complainants for which there is no adequate remedy at law.

TO THE END, THEREFORE:

THAT the said Defendant, John Leekley, his agents, servants and employees, may be temporarily and perpetually enjoined and restrained from obstructing said road, way or right of way in any manner preventing the Complainants, their heirs, executors, administrators, assigns, agents, servants, and employees, or any of them, from passing and repassing over said road, way or right of way or in any manner interferring with the Complainants' use, occupany and enjoyment of said way, road or right of way; and that the Complainants may have such other and further relief as their cause may require.

AND AS IN DUTY BOUND, ETC.,

ARTHUR A. M. DEWING
Arthur A. M. Dewing

B. HACKETT TURNER, Jr.

KENNETH WILSON
Kenneth Wilson

EDWARD TURNER

LOUISE FORSTMANN WILSON
Louise Forstmann Wilson

Solicitors for Complainants

EDWARD TURNER
Edward Turner

B. HACKETT TURNER, Jr.
B. Hackett Turner, Jr.

her
LOTTIE X SAMUELS
Lottie Samuels
mark

STATE OF DELAWARE :
TO WIT:
COUNTY OF :

I HEREBY CERTIFY, that on this 26th day of April, 1956, before me, the subscriber, a Notary Public of the State of Delaware, in and for the County aforesaid, personally appeared - Lottie Samuels - and made oath in due form of law, on personal knowledge, that the matters and facts in the aforegoing Bill of Complaint are true to the best of her knowledge and belief.

Witness my hand and Notarial seal.

KATHRYN BENNETT
Notary Public

Notary
Public Seal.

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

I HEREBY CERTIFY, that on this 3d day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared - Arthur A. M. Dewing, Edward Turner and B. Hackett Turner, Jr. - and made oath in due form of law, on personal knowledge, that the matters and facts in the aforegoing Bill of Complaint are true to the best of their knowledge and belief.

Witness my hand and Notarial seal.

Notary
Public
Seal.

VIRGINIA S. WHITE
Virginia S. White
Notary Public
My commission expires May 6, 1957.

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

I HEREBY CERTIFY, that on this 3d. day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared - Kenneth Wilson and Louise Forstmann Wilson, his wife, - and made oath in due form of law that the matters and facts in the aforegoing Bill of Complaint are true to the best of their information, knowledge and belief.

Witness my hand and Notarial seal.

Notary
Public
Seal.

VIRGINIA S. WHITE
Virginia S. White
Notary Public
My commission expires May 6, 1957.

Filed May 3, 1956

COMPLAINANTS' EXHIBIT #1
Filed May 3, 1956.

::::::::::::::::::::::::::::::::::::
#22,310. 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 Fifth day of February, in the year nineteen hundred and forty four, the following Deed was brought to be recorded, to wit:

THIS DEED, made this 26th day of January, in the year one thousand nine hundred and forty-four, by and between WILSON P. FOSS, JR. and MARY BURNS FOSS, his wife, of Queen Anne's County, Maryland, parties of the first part, and KENNETH WILSON and LOUISE FORSTMANN WILSON, his wife, of Montclair, Essex County, New Jersey, parties of the second part,

WITNESSETH, that in consideration of the sum of five dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties of the first part do hereby grant and convey unto the parties of the second part, their heirs and assigns, as tenants by the entirety, in fee simple,

ALL those three parcels of land situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, in the State of Maryland:

PARCEL NO. 1 being the following described tract of land composed of parts of tracts of land called "Conquest", "Cintra", and "Concord", situate, lying and being in Spaniard's Neck in the Third Election District of Queen Anne's County, Maryland,

on both sides of the public road leading from Centreville to the farm now or formerly belonging to Robert Emory, and bounded by Corsica River, lands now or formerly belonging to Robert Emory, Chester River lands now or formerly belonging to Raymond Richardson, and lands now or formerly belonging to Kemp Jacobs;

BEGINNING for the same at low water line of the Corsica River and opposite an iron pipe on the line dividing the herein described tract from the land now or formerly belonging to Robert Emory; thence with said Emory's land the following courses and distances to the low water line of Chester River: north twenty-seven degrees forty-five minutes east fifty feet more or less to the above mentioned iron pipe; thence north twenty-seven degrees forty-five minutes east one hundred feet to a stone; thence north twenty-seven degrees forty-five minutes east, six hundred seventy-three and three-tenths feet to a stone near a walnut stump; thence north one degree thirty-three minutes east eleven hundred forty-five and three tenths feet to a stone; thence north one degree thirty-three minutes east fifteen and fifty-three one-hundredths feet to the public road leading from Centreville to the said Emory's Farm; thence with said road eighty-nine degrees thirty-four minutes east six hundred forty-six and twenty-five one-hundredths feet to a point opposite a cedar tree on the south side of said road; thence north zero degrees nine minutes west seven hundred twenty-six and ninety-two one-hundredths feet to a stone; thence north eighty-five degrees twenty-two minutes west two hundred fifty-six and twenty-two hundredths feet to a stone; thence north seventy-nine degrees twenty-one minutes west eight hundred thirty-two and ninety-nine hundredths feet to a marked gum; thence north two degrees fifty minutes west seven hundred sixty-two and sixty-four hundredths feet to a locust post; thence north eighty-four degrees fifty-three minutes east three hundred four and one-tenth feet to a stone; thence north nineteen degrees twenty-three minutes east one hundred forty-eight and five-tenths feet to an iron pipe; thence north one degree twenty-three minutes east three hundred sixty-three feet to an iron pipe; thence north seventy-nine degrees fifty-three minutes east ninety-nine feet to an iron pipe; thence north thirty-two degrees eight minutes east one hundred five and six-tenths feet to an iron pipe; thence north forty-eight degrees twenty-three minutes east seventy-nine and two-tenths feet to an iron pipe; thence north twenty-one degrees fifty-three minutes east one hundred forty-five and two-tenths feet to an iron pipe; thence north thirty-five degrees twenty-three minutes east, ninety-nine feet to an iron pipe; thence northforty-three degrees thirty-eight minutes east seventy-nine and two-tenths feet to an iron pipe; thence north sixty-two degrees twenty-five minutes west eight hundred seven and eighty -two hundredths feet to a stone; thence south sixty-eight degrees six minutes west one hundred seven and twenty-five hundredths feet to a stone; thence north twenty-three degrees fifty-three munutes west two hundred eighty-eight and seven-tenths feet to a stone; thence north twenty-three degrees fifty-three minutes west thirty-three feet more or less to low water line of Chester River; thence with low water line of Chester River to an iron pipe on the line dividing the herein described tract from the lands now or formerly belonging to Raymond Richardson; thence with said Richardsons' land south fifty degrees eight minutes east eighteen hundred sixty-nine and one-tenths feet to a locust post; thence with lands, now or formerly belonging to Kemp Jacobs and called the "Stewart Emory Farm" the following courses and distances to low water line of Corsica River, south twenty-eight degrees twenty-nine minutes west fourteen hundred twenty seven and five-tenths feet to a stone; thence south fourteen degrees fifty minutes west two hundred and seven feet to a post; thence south twenty-four degrees twenty-eight minutes west two hundred thirty-seven and two hundredths feet through a post to the aforesaid public road; then with the road south seventy-five degrees one minute west three hundred seventy-five feet to a point; thence north seventy-seven degrees twenty-one minutes west four hundred forty-three and one-tenth feet to a point; thence south seventy-two degrees seventeen minutes west eleven hundred eighty-two and seventy-five hundredths feet to a point; thence south fourteen degrees twenty minutes west twenty-two hundred sixty-four and four-tenths feet to an iron pipe at low water line of Corsica River; thence with the low water line of Corsica River to the place of beginning.

CONTAINING, five hundred twenty and four hundred forty-one thousandths (520 441/1000) acres of land more or less according to survey of said property in one perimeter by Walter F. Moore, Surveyor, dated August, 1930.

PARCEL NO. 2. The Following described tract of woodland which is a part of a tract of land now or formerly known as "Oakwood" situate, lying and being in Spaniard's Neck in the Third Election District of Queen Anne's County, Maryland:

BEGINNING for the same at a stone marked T.B.T. at the intersection of lands now or formerly belonging to Hackett Turner, Clarence Wilson and the land herein described; thence with lands of Clarence Wilson and Robert Earle, north eighty-four degrees twenty-five minutes east fourteen hundred thirty-one and four-tenths feet to a stone; thence with lands of David Kennedy, Henry Cheers and Thomas Emory south two degrees thirty-seven minutes east fifteen hundred seventy-three and seven-tenths feet to a stone; thence with Tolson's lands south seventy-three degrees thirty-six minutes west fourteen hundred fifty-three and two-tenths feet to a stone; thence with lands of Hackett Turner north three degrees twenty-five minutes west eighteen hundred forty and five-tenths feet to the place of beginning.

CONTAINING, fifty-seven and seven hundred seventeen thousandths (57 717/1000) acres of land more or less according to survey of said property by Walter F. Moore, Surveyor, dated August, 1930.

PARCEL NO. 3 being the following described tract of woodland which is a part of the tract of land now or formerly called the "Dewing Farm" and belonging to Mrs. Herbert Warren, situate, lying and being in Spaniard's Neck in the Third Election District of Queen Anne's County, Maryland, lying to the north of said farm and on the north side of a stream emptying into the north prong of Emory's Cove:

BEGINNING for the same at a Maple tree on the south side of said stream where the stream crosses from the "Dewing Farm" to the "Poplar Grove Farm" of Lloyd Emory and at the foot of a ravine on the "Dewing Farm"; and running from said tree in an easterly direction with the south side of said stream and up the stream crossing the public road leading from Centreville by Poplar Grove to Bookers Wharf; and on which stream is a culvert to said culvert on the road leading from Burrisville

to said public road; thence from said culvert with the said Burrisville Road and land of E.W. Emory, north sixty-five degrees thirty-two minutes west, three hundred forty-two and seven-tenths feet to a point; thence north seventy-five degrees fifteen minutes west one hundred eighty-four and forty-three hundredths feet to a point; thence south eifhty-nine degrees twenty-six minutes west one hundred thirty-eight and six-tenths feet to a point; thence south sixty-five degrees forty-two minutes west one hundred ninety-five and eighty-five hundredths feet to a point; thence north seventy-seven degrees thirty minutes west ninety-seven and seven-tenths feet to a point; thence north forty-seven degrees twenty minutes west two hundred seventy-two and eight-tenths feet to a point; thence north sixty-four degrees fifty-nine minutes west one hundred eighty-five and ninety-seven hundredths feet to a point; thence north seven degrees forty-eight minutes west thirty-nine and three-tenths feet to a stone at the intersection of the Centreville Bookers Wharf Road and the road leading out from Poplar Grove and opposite where a small dwelling now stands; thence with the last mentioned road south thirty-nine degrees thirteen minutes west eight hundred seventy-seven and seventy-seven hundredths feet to a point at the intersection of the Spaniard's Neck Road and the road leading out from Poplar Grove; thence south fifty-four degrees fifty-two minutes east two hundred fifty-six and eighteen hundredths feet to a point; thence with the line dividing the herein described tract from "Poplar Grove Farm" south forty degrees six minutes west thirteen hundred ninety and three-tenths feet to the place of beginning.

CONTAINING thirty-four and eighty-five thousandths (34 85/1000) acres of land more or less according to survey of said property by Walter F. Moore, Surveyor, dated August, 1930.

The said three parcels of land being the same property conveyed to WILSON P. FOSS,JR., one of the parties of the first part above named, by deed dated the 2nd day of January, 1931, and recorded among the land records of Queen Anne's County on the 3rd day of January, 1931, in Liber B.H.T. No. 12 folio 245, a Land Record Book for said Queen Anne's County.

TOGETHER with the buildings and improvement thereon 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, subject nevertheless to any streets or highways running over said premises or any part thereof; to rights of any persons, firms or corporations to put telephone poles and to string wires along any streets or highways over or abutting upon said premises or any part thereof including the right granted by said WILSON P. FOSS, JR. to the Town Commissioners of Centreville, Queen Anne's County, by instrument dated the 8th day of March, 1941.

TO HAVE AND TO HOLD the said lots of ground and premises unto and to the use of the parties of the second part their heirs and assigns, and the heirs and assigns of the survivor of them, in fee simple, forever.

AND the parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted except as aforesaid.

AND said WILSON P. FOSS, JR., one of the grantors aforesaid, covenants as follows:

FIRST - That the parties of the first part are seized of said premises in fee simple and have good right to convey the same

SECOND - That the parties of the second part shall quietly enjoy the said premises.

THIRD - That the said premises are free from encumbrances except as aforesaid.

FOURTH - That he will execute or procure any further necessary assurance of the title to said premises.

FIFTH - That he will forever warrant the title to said premises.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

In the Presence of:
VIVIAN M. GNAD.

WILSON P. FOSS JR. L.S.

MARY BURNS FOSS L.S.

STATE OF NEW YORK)
) TO WIT:
COUNTY OF NEW YORK)

I Hereby certify that on the 26th day of January, 1944, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, WILSON P. FOSS, JR. and MARY BURNS FOSS, his wife, and each acknowledged the aforegoing deed to be their respective act in testimony whereof, I have affixed my official seal this 26th day of January, 1944.

JOS. P. DEVLIN
NOTARY PUBLIC
QUEENS CO. CLK's NO. 520, Reg. No. 248
N.Y. Co. Clk's NO. 408, Reg. No. 4-D-226
Commission Expires March 30, 1944
Notary
Public
Seal.

No. 37021

State of New York,)
County of New York,) ss.:

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that Jos. P. Deflin whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as a Notary Public for the County of Queens with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protect notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State.

And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed may official seal this 26 day of Jan. 1944.

Seal's Place

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme Court,
New York County

One-Sixty Dollar and One-Ten Dollar
Int. Rev. Stamps. Endorsed W.P.F.Jr.
1/28/44

Twelve-Five Dollar, One-Two Dollar, One-
One Dollar and One-Fifty Cent Recordation
Tax Stamps. Endorsed W.M.G. Atty. 2/5/44

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TOWIT:

I hereby certify that the aforegoing was truly taken and copied from Liber A.S.G.Jr. No. 9, folios 149 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 May in the year nineteen hundred and fifty six.

Seal's Place

T. SORDEN PIPPIN
Clerk

COMPLAINANTS' EXHIBIT #2
Filed May 3, 1957.

Q:U:E:E:N::A:N:N:E:':S::C:O:U:N:T:Y;:to wit: be it remembered that on the twenty sixth day of May in the year nineteen hundred and thirteen, the following DEED and PLAT was brought to be recorded, to wit:-

T H I S D E E D, made this twenty sixth day of May, in the year nineteen hundred and thirteen, by Laura Emory Corkran and James M. Corkran, her husband, and Francis Addison Emory and Mable A. Emory, his wife, of Queen Anne's County, State of Maryland,

WITHESSETH: that for and in consideration of the sum of Nine Hundred and Nineteen Dollars and Twenty Three Cents, ($919.23), the receipt of which is hereby acknowledged, the said Laura Emory Corkran and James M. Corkran, her husband, and Francis Addison Emory and Mabel A. Emory, his wife, do hereby grant and convey unto Bedford Hackett Turner and Arthur Archibald M. Dewing, of said County, their heirs and assigns forever, in fee simple, as tenants in common, all that lot or tract of woodland being a part of a tract of land called "Oakwood" and "Anne's Portion", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in Spaniards' Neck adjoining the woodland of or formerly of Thomas R. Emory and the woodland of the heirs of Robert Emory, deceased, and contained within the following metes and bounds, courses and distances according to a survey of the same made in the month of December, 1860, by James W. Thompson, Surveyor, that is to say:

Beginning for the same at a stone at the end of the sixty sixth line of Oakwood marked with the letters T.B.T., and running thence south one hundred and eleven perches and one half of a perch, thence south seventy eight degrees west, sixty seven perches, thence north sixteen degrees minutes west, one hundred and fifth perches, and thence south seventy nine degrees east, one hundred and three perches to the place of beginning, containing sixty nine acres, one rood and twenty perches of land, more or less.

BEING the same land described in the second place in the deed from Elizabeth A. Emory to Addison Emory, dated December 10, 1885, and recorded in Liber S.C.D. No. 7, folio 433 &c., a land record book of Queen Anne's County aforesaid, being described in said deed as woodland; being the same woodlot described as Woodlot No. 3 in the proceedings filed in the Clerk's Office of Queen Anne's County aforesaid for the division of the real estate of the late William Emory, said proceedings being recorded in Liber M.B. No. 2, fol. 220 &c., a land record book of Queen Anne's County aforesaid, to which record and the references therein made and contained reference is hereby made for a fur-

ther description of said woodlot.

SAID woodlot being a part of the real estate of which the said Addison Emory died seized and possessed in the year nineteen hundred and twelve, and which upon his death as aforesaid, intestate, descended unto the said Laura Emory Corkran and Francis Addison Emory as his only childred and heirs-at-law.

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

AND the said Laura Emory Corkran and Francis Addison Emory covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test:- LAURA EMORY CORKRAN. (SEAL)

Ray Turner. JAMES M. CORKRAN. (SEAL)

FRANCIS ADDISON EMORY. (SEAL)

MABEL ALICE EMORY. (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this twenty sixth day of May, in the year nineteen hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Laura Emory Corkran and James M. Corkran, her husband, and Francis Addison Emory and Mabel A. Emory, his wife, and each did acknowledge the foregoing Deed to be their respective act.

RAY TURNER.
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.F.W. No. 3, folios 312, 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 May in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

Seal's
Place.

COMPLAINANTS' EXHIBIT #3
Filed May, 1956

::::::::::::::::::::::::::::::::::::
#12,166. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 19th. day of November, in the year nineteen hundred and twenty six, the following Deed and Plat were brought to be recorded, to wit:

THIS DEED, made this ninth day of October, in the year nineteen hundred and twenty six, between Emory Kirby, and julia Kirby, his wife, William H. Watson and Lottie Watson,his wife, James Tolson and Luvenia Tolson, his wife, George Watson and Sallie Watson, his wife, Edward Cole and Bertha Cole, his wife, and James Bordley and Gertrude Bordley,his wife, of Queen Anne's County, in the State of Maryland, parties of the first part, and William H. Chance of the same place, party of the second part,

WITNESSETH; that for and in consideration of the sum of five dollars and other bood and valuable considerations them thereunto moving, the receipts of which are hereby acknowledged, the said Emory Kirby and Julia Kirby, his wife, William H. Watson and Lottie Watson, his wife, James Tolson and Luvenia Tolson, his wife, George Watson and Sallie Watson, his wife, Edward Cole and Bertha Cole, his wife, and James Bordley and Gertrude Bordley, his wife, do hereby grant and convey unto the said William H. Chance his heirs and assigns forever, in fee simple, all that lot or parcel of land a part of a tract called "Oakwood" and "Ann's Portion", situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland, on the right side of but not immediately adjacent to the public road leading from Centreville by the Thomas R. Emory Farm of W.T. Hufnal to Poplar Grove, bounded on the southwest by two tracts, one of Joseph M. Brown and the other of John Dickinson, which separates the land hereby conveyed from said road, bounded on the north by the land of B.H. Turner and by the woodland of the late Frank A. Emory and on the east by the land of Elijah Green, and contained within the following metes and bounds, courses and distances according to a survey of the same made in the month of March, 1926, by S. Chester Coursey, that is to say:

BEGINNING for the same at a large stone marking the point where the land of Joseph M. Brown, that of B.H.Turner and the land hereby conveyed corner, said stone being in Plat No. 1 recorded in Liber S.S. No. L, fol. 261, land record book of said county (the land

hereby conveyed being part of the same), and running thence north eighty one degrees forty five minutes east, one hundred fifty two perches and two-tenths of a perch to a stone along the field fence of the old Burris Property and a corner for the said woodland of the said Frank A. Emory; thence south two degrees fifteen minutes west, one hundred and four perches to a stone at a lot owned by the estate of the late W.F. Green; thence North forty-eight degrees west, fifteen rods and eight-tenths of a rod to a stone; thence south two degrees fif teen minutes west, forty seven rods to a stone along the line of said John Dickinson; thence with the last named line and with the line of Joseph M. Brown north forty seven degrees forty five minutes west, one hundred seventy five rods and three-tenths of a rod to the place of beginning, containing sixty one acres and eight-tenths of an acre of land, more or less;
being the same land granted unto the said Emory Kirby, William H. Watson, James Tolson, George Watson, Edward Cole and James Bordley by Murphey and Hayes Company by a deed dated June 26, 1925, and recorded in Liber B.H.T. No. 3, fol. 580 &c., a land record book of said county.

TOGETHER with all the roads, rights, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

And the said Emory Kirby, William H. Watson, James Tolson, George Watson, Edward Cole and James Bordley covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances of said land as may be requisite.

In witness whereof the parties of the first part do hereunto subscribe their names and affix their seals day and year above written.

TEST:)
to all) Robert Corusey
parties)

Emory Kirby (SEAL)

Julia Kirby (SEAL)

his
Wm. H.xWatson (SEAL)
mark

her
Lottie xWatson (SEAL)
mark

James Tolson (SEAL)

Luvenia Tolson (SEAL)

George Watson (SEAL)

Sallie Watson (SEAL)

Edward Cole (SEAL)

Bertha Cole (SEAL)

James Bordley (SEAL)

her
Bertrude x Bordley (SEAL)
mark

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

I hereby certify that on this ninth day of October, in the year nine teen hundred and twenty six, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Emory Kirby and Julia Kirby, his wife, William H. Watson and Lottie Watson, his wife, James T Tolson and Luvenia Tolson, his wife, George Watson and Sallie Watson, his wife, Edward Cole and Bertha Cole, his wife, and James Bordley and Gertrude Bordley, his wife, and each did acknowledge the aforegoing deed to be their respective act.

Robert Coursey
Justice of th Peace.

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

I hereby certify that the aforegoing was truly taken and copied from Liber B.H.T. No. 6, folio 115, 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 May in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

Seal's
Place.

COMPLAINANTS' EXHIBIT #4
Filed May 3, 1956

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#28,791. 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 this Seventeenth day of April, in the year nineteen hundred and fifty the following Deed was brought to be recorded, to wit:-

One-Thirty Dollar, Three-Ten Dollar,
One-Three Dollar and One-Twenty Five

Cent Int. Rev. Stamps. Endorsed
MTG. Co. 4/17/50.

Eleven-Five Dollar Fifty Cent, One-
Two Dollar Twenty Cent and One-Fifty
Five Cent Recordation Tax Stamps.
Endorsed MTG Co. 4/17/50.

THIS DEED, made this 21st day of March, in the year one thousand nine hundred and fifty, by and between MARY WICK KENWORTHY, RICHARD A. KENWORTH, III, and CHARLES WICK KENWORTHY, Trustees as hereinafter mentioned, parties of the first part; and MARY WICK KENWORTHY, widow, of Mahoning County in the State of Ohio, RICHARD A. KENWORTHY, III, and EVELENA S. KENWORTHY, his wife, of Baltimore City in the State of Maryland, and CHARLES WICK KENWORTHY and JANET J. KENWORTHY, his wife, of Mahoning County, in the State of Ohio, parties of the second part; and JOHN LEEKLEY, of Queen Anne's County in the State of Maryland, party of the third part.

WHEREAS, Richard A. Kenworthy, Jr., late of Queen Anne's County, departed this life seized and possessed of the tract of land hereinafter described leaving Last Will and Testament duly probated of record in the Office of the Register of Wills for Queen Anne's County, Maryland, in Wills Liber NSD No. 1, folio 559, whereby he devised a one-third part of his estate including land hereinafter described unto parties of the first part, Trustees for the uses and purposes set forth therein and conferred upon said Trustees the power of sale over said property and devised another one-third of said estate unto his Son, Richard A. Kenworthy, III, and devised the remaining one-third unto his Son, Charles Wick Kenworthy; and

WHEREAS, Mary Wick Kenworthy, is widow of said Richard A. Kenworthy, Jr.,; and

WHEREAS, the parties of the first part, Trustees as aforesaid, acting,in exercise by virtue and in pursuance of the power and authority conferred upon them by the Will aforesaid, together with the parties of the second part hereto have sold the lands hereinafter described unto the party of the third part; and

WHEREAS, the full amount of purchase money has been fully paid and satisfied unto said parties of the first and second parts hereto, the receipt of which is hereby acknowledged, wherefore this deed is executed.

NOW, THEREFORE THIS DEED WITHESSETH, That in consideration of the premises and the sum of Five Dollars ($5.00) paid to each of the parties of the first and second part hereto, the receipt of which is hereby acknowledged, the said parties of the first part acting in exercise by virtue and in pursuance of the power and authority conferred upon them as aforesaid and the parties of the second part do hereby grant and convey unto the party of the third part, his heirs and assigns, in fee simple, all those two tracts of land situate in the Third Election District of Queen Anne's County, Maryland, in Spaniard's Neck, known as Little Cocica, and more particularly described as follows:

PARCEL NO. 1. - All that farm, or all of those parts of parcels of tracts of land, called "Bishop's Addition", "Bishop's Outlet", "The Outlet", "Coursey's Point" and "Costin's Hope", or by whatsoever name or names the same may be called or known, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in Spaniards' Neck, adjoining the "Green Farm" of (or formerly of) Thomas Marsalis, the lands of A. Temple Blackwood, Parcel No. 2 (formerly the Dickinson lands) and binding upon the waters of Corsica River, containing 138 acres, 3 roods and 39 perches of land, more or less; being the same and all of the land conveyed unto the said R.A. Kenworthy, Jr., by J. Paul Brown and wife, by Deed dated January,9, 1937, recorded in Liber WHC No. 4-A, folio 211, etc., a Land Record Book for Queen Anne's County.

PARCEL NO. 2- All that tract, or those tracts, or parts of tracts, of land called "Bishop's Addition", "Bishop's Outlet", "The Outlet", "Coursey's Point" and "Costin's Hope", or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from the Centreville-Church Hill Road into said Neck, adjoining the lands formerly of Thomas R. Emory and now A. T. Blackwood, the lands of or formerly of Samuel C. Skinner and wife now belonging to said Kenworthy and being Parcel No. 1 above, and the lands of others, containing 132 acres, 1 rood and 17 perches of land, more or less; being the same and all of the land (including a lot of ½ acre, more or less, called "The Schoolhouse Lot") conveyed unto the said R.A. Kenworthy, Jr., by Deed from Dorothy H. Dickinson, et al., dated September 1, 1937 and recorded in Liber WHC No. 5-A, folio 358,etc., a Land Record Book for Queen Anne's County.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said lots of ground and premises, unto and to the use of the said party of the third part, his heirs and assigns, in fee simple, forever.

AND the said Grantors hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby granted and conveyed and they will execute such further assurances of said land as may be requisite.

WITNESS: the hands and seals of the within named parties of the first part, Trustees as aforesaid; and witness also the hands and seals of the within named parties of the second part.

WITNESS:

LLOYD JUGNHEIMER — MARY WICK KENWORTHY (SEAL)
Mary Wick Kenworthy, Trustee as aforesaid.

DOROTHY A. VAN DYKE — RICHARD A. KENWORTHY, III (SEAL)
Richard A. Kenworthy, III Trustee as aforesaid.

KATHERINE JUGENHEIMER — CHARLES WICK KENWORTHY (SEAL)
Charles Wick Kenworthy, Trustee as aforesaid.

RUTH BENJAMIN — MARY WICK KENWORTHY (SEAL)
Mary Wick Kenworthy, Widow

DOROTHY A. VAN DYKE — RICHARD A. KENWORTHY III (SEAL)
Richard A. Kenworthy, III

DOROTHY A. VAN DYKE — EVELENA S. KENWORTHY (SEAL)
Evelena S. Kenworthy

WITNESS:

RUTH JUGENHEIMER — CHARLES WICK KENWORTHY (SEAL)
Charles Wick Kenworthy

RUTH JUGENHEIMER — JANET J. KENWORTHY (SEAL)
Janet J. Kenworthy

STATE OF OHIO,)
) TO WIT:
MAHONING COUNTY,)

I HEREBY CERTIFY, That on this 21 day of March, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY WICK KENWORTHY and CHARLES WICK KENWORTHY, Trustees as aforesaid, two of the within named parties of the first part, and they acknowledged the aforegoing Deed to be their respective act as such Trustees, and in my presence signed and sealed the same.

WITNESS: my hand and Notarial Seal.

Notary
Public
Seal.

RUTH JUGENHEIMER Notary Public
RUTH JUGENHEIMER, Notary Public
My Commission Expires March 18, 1952

STATE OF MARYLAND)
) TO WIT:
BALTIMORE CITY)

I HEREBY CERTIFY, That on this 23 day of March, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared RICHARD A. KENWORTHY, III, Trustee as aforesaid, one of the within named parties of the first part, and he acknowledged the aforegoing Deed to be his act as such Trustee, and in my presence signed and sealed the same.

WITNESS: my hand and notarial seal.

DOROTHY A. VAN DYKE
Notary Public
My Commission Expires Mary 18, 1952

Notary
Public
Seal.

STATE OF OHIO)
) TO WIT:
MAHONING COUNTY,)

I HEREBY CERTIFY, That on this 21 day of March, in the year one thousand nine hundred and fifty, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY WICK KENWORTHY, Widow, CHARLES WICK KENWORTHY and JANET J. KENWORTHY, his wife, three of the within named parties of the second part, and they acknowledged the aforegoing Deed to be their respective act, and in my presence signed and sealed the same.

WITNESS: my hand and notarial seal.

Notary
Public
Seal.

RUTH JUGENHEIMER
Notary Public
RUTH JUGENHEIMER, Motary Public
My Commission Expires March 18, 1952

STATE OF MARYLAND)
) TO WIT:
BALTIMORE CITY)

I HEREBY CERTIFY, That on this 23 day of March, in the year one thousand nine hundred and fifty, before me the subscriber, a Notary Public of the State and

County aforesaid, personally appeared RICHARD A. KENWORTHY, III, and EVELENA S. KENWORTHY, his wife, two of the within named parties of the second part, and they acknowledged the aforegoing Deed to be their respective act, and in my presence signed and sealed the same.

WITNESS: my hand and notarial seal.

DOROTHY A. VAN DYKE
Notary Public

Notary
Public
Seal.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber N.B.W. No. 6, folios 13 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my namd and affised the Seal of the Circuit Court for Queen Anne's County this First day of May in the year nineteen hundred and fifty-six.

Seal's
Place

T. SORDEN PIPPIN
Clerk

COMPLAINANTS' EXHIBIT #5
Filed May 3, 1956

#37, 424 LIBER 27 PAGE 528

RECEIVED FOR RECORD May 3, 1956

THIS DEED OF RIGHT-OF-WAY, made this 26th day of April, 1956, by Lottie Samuels and McKinley Samuels, her husband, of Wilmington, State of Delaware, Grantors; and Arthur A. M. Dewing, Kenneth Wilson and Louise F. Wilson, his eife, Edward Turner and B. Hackett Turner, Jr., all of Queen Anne's County, State of Maryland, Grantees;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considdration, the receipts of which are hereby acknowledged, the said Lottie Samuels and McKinley Samuels, her husband, do hereby grant, convey and release unto the said Arthur A.M. Dewing, Kenneth Wilson and Louise F. Wilson, his wife, Edward Turner and B. Hackett Turner, Jr., their heirs and assigns, forever, the right to use (in common with said Lottie Samuels and McKinley Samuels, her husband, their heirs and assigns) for the purpose of ingress, egress and regress, at all times, and by any kind of vehicle, or on foot, to and from the properties of the said Kenneth Wilson and Louise F. Wilson, his wife, Arthur A. M. Dewing, Edward Turner and B. Hackett Turner, Jr., to the Centreville-Spaniard's Neck Public Road, over, across and upon a drive-way approximately fifteen feet wide as now laid out and/or used, located on the property of the said Lottie Samuels, being Lot No. 2, mentioned and described on the map entitled "Emory or Hufnal Woodland situate in Spaniard's Neck subdived by S. Chester Coursey, March 30, 1926," and recorded in Liber B.H.T. No. 6, folios 115-117, etc., a land record book for Queen Anne's County.

TOTETHER with all the privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said Grantees do hereby agree to use said road or right of way and maintain the same, only in such manner as will not damage the adjoining property of the said Grantors, or interfere with the use and enjoyment by these parties of their said adjoining property; and the Grantees, their heirs and assigns, do further agree that if, in the future, the Grantors, their heirs or assigns, wish the present location of the road or right of way moved or changed to some other part of their (Grantors) lot, they (Grantees) will agree to such change of location.

WITNESS the hands and seals of these Grantors the day and year first above written:

TEST: (as to Grantors)
(as to her mark)

KATHRYN BENNETT — her LOTTIE X SAMUELS (SEAL)
Lottie Samuels
mark

KATHRYN BENNETT — McKINLEY SAMUELS (SEAL)
McKinley Samuels

STATE OF DELAWARE :
TO WIT:
COUNTY :

I HEREBY CERTIFY, that on this 26th day of April, 1956, before me, the subscriber, a Notary Public, of the State of Delaware, in and for the County aforesaid, personally appeared - Lottie Samuels and McKinley Samuels, her husband, and each acknowledged the foregoing Deed of Right-of-Way to be their respective act.

WITNESS my hand and notarial seal.

Notary
Public
Seal.

KATHRYN BENNETT
Notary Public
My commission expires May 23, 1957

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

This is to certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 27, folio 528, a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 3rd day of May, in the year nineteen hundred and fifty six.

Seal's
Place

T. SORDEN PIPPIN
Clerk

COMPLAINANTS' EXHIBIT #6
Filed May 3, 1956

#37,425. LIBER 27 PAGE 529

RECEIVED FOR RECORD May 3, 1956

THIS DEED OF RIGHT-OF-WAY, made this 26th day of April, 1956, by ARTHUR A. M. DEWING and GLADYS M. DEWING, his wife, EDWARD TURNER and MARJORIE B. TURNER, his wife, and B. HACKETT TURNER, JR, and ALICE M. TURNER, his wife, Grantors; and KENNETH WILSON and LOUISE FORSTMANN WILSON, his wife, all of Queen Anne's County, State of Maryland, Grantees;

WITNESSETH, that for and in consideration of the sum of FICE DOLLARS ($5.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said Grantors do hereby grant, convey and release unto the said Grantees, their heirs and assigns, forever, the right to use (in common with said Grantors, their heirs and assigns) for the purpose of ingress, egress and regress, at all times, and by andkind of vehicle, or on foot. to and from theproperty of the said Grantees to the Centreville-Spaniard's Neck Public Road, over, across and upon a road or right of way, approximately fifteen feet wide, as now laid out and/or used, located on the property of the said Grantors, Arthur A. M. Dewing, Edward Turner and B.Hackett Turner, Jr., being Lot No. 3, mentioned and described on the map entitled "Emory or Hufnal Woodland situate in Spaniard's Neck subdivided by S, Chester Coursey, March 30, 1926", and recorded in Liber B.H.T. No. 6, folio 115-117, etc., a land record book for Queen Anne's County.

TOGETHER with all the privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said Grantees do hereby agree to use said road or right of way and maintain the same, only in such manner as will not damage the adjoining property of the said Grantors, or interfere with the use and enjoyment by these parties of their said adjoining property; and the Grantees, their heirs and assigns, do further agree, that ,if in the future, the Grantors, their heirs or assigns, wish the present location of the road or right of way moved or changed to some other part of their (Grantors) lot, they (Grantees) will agree to such change of location.

WITNESS the hands and seals of these Grantors the day and year first above written:

TEST: (as to Grantors)

VIRGINIA S. WHITE	ARTHUR A. M. DEWING (SEAL) Arthur A. M. Dewing
VIRGINIA S. WHITE	GLADYS M. DEWING (SEAL) Gladys M. Dewing
VIRGINIA S. WHITE	EDWARD TURNER (SEAL) Edward Turner
VIRGINIA S. WHITE	MARJORIE B. TURNER (SEAL) Marjorie Turner
VIRGINIA S. WHITE	B. HACKETT TURNER, Jr. (SEAL) B. HACKETT Turner, Jr.
VIRGINIA S. WHITE	ALICE M. TURNER (SEAL) Alice M. Turner

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

I HEREBY CERTIFY, that on this 26th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared - Arthur A. M. Dewing, his wife, and B. Hackett Turner, Jr. and Alice M. Turner, his wife, and each acknowledged the foregoing Deed of Right of Way to be their respective act.

WITNESS my hand and Notarial seal.

Notary
Public
Seal.

VIRGINIA S. WHITE
Notary Public
My commission expires May 6, 1957.

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

This is to certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 27, folio 529, 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 for Queen Anne's County this 3rd day of May, in the year nineteen hundred and fifty-six..

T. SORDEN PIPPIN
Clerk.

SHOW CAUSE ORDER
Filed May 7, 1956

ARTHUR A. M. DEWING, ET AL,	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
JOHN LEEKLEY	:	IN EQUITY
	:	CHANCERY NO. 4039

ORDER

The aforegoing Bill of Complaint having been read and considered, IT IS THEREUPON ORDERED, this 7th day of May, 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the Defendant, John Leekley, show cause, if any he has, on or before the 28th day of May, 1956, why a Restraining Order should not be issued as prayed in said Bill of Complaint; provided a copy of said Bill of Complaint and of this Order be served upon the said Defendant, John Leekley, on or before the 18th day of May, 1956.

J DeWEESE CARTER
Judge

Filed May 7, 1956

SHOW CAUSE ORDER Filed May 22, 1956	:	IN THE CURCUIT COURT FOR QUEEN ANNE'S COUNTY
ARTHUR A. M. DEWING, ET AL.	:	IN EQUITY
vs.	:	CHANCERY No. 4039
JOHN LEEKLEY	:	

ORDER

The aforegoing Bill of Complaint having been read and considered IT IS THEREUPON ORDERED, this 22nd day of May, 1956, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, tha the Defendant, John Leekley, show cause, if any he has, on or before the 6th day of June, 1956, and why a Temporary Restraining Order should not be issued as prayed in said Bill or Complaint; provided a copy of said Bill of Complaint and of this Order be served upon the said Defendant, John Leekley, on or before the 28th day of May, 1956.

WmR. HORNEY
JUDGE

Filed May 22, 1956

SUBPOENA
Filed June 1, 1956.

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO John Leekley
Centreville, Maryland

GREETING:

We command and enjoin you that you do with the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Arthur A. M. Dewing, Kenneth Wilson, Louise Forstmann Wilson, his wife, Edward Turner and B. Hackett Turner, Jr., Centreville, Maryland, and Lottie Samuels, 409 E. Seventh Street, Wilmington, Delaware, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of May, 1956.

Issued the 7th day of May, 1956.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Turner & Turner
Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing is the following endorsement, to wit:-

Defendant summoned by reading subpoena to him and leaving copies of subpoena bill of complaint, and show cause order with him this 22nd day of May 1956 Alexis M. Butler, Sheriff.

RESTRAINING ORDER
Filed Aug. 3, 1956

Arthur A. M. Dewing, et. al.,	In the Circuit Court for
vs.	Queen Anne's County
John Leekley	Equity No. 4039

In conformity with the aforegoing memorandum opinion, IT IS ORDERED AND DECREED this 3rd day of August, 1956, by the Circuit Court for Queen Anne's County, in Equity, that John Leekley, his agents, servants and employees be and they are hereby temporarily restrained from obstructing or in any manner interfering with the right of the plaintiffs to use the 15 feet, (more or less) right-of-way referred to in the Bill of Complaint, over and across the woodland of the said John Leekley, for a distance of 300 feet, more or less, to the public road from Centreville to Spaniards Neck, until the final disposition of this cause, or further order of this Court.

Wm. R. HORNEY
Judge.

Filed Aug. 3, 1956

Service of copy admitted, August 3, 1956.

HOWARD WOOD
Atty. for Respondent.

Filed Aug. 3, 1956

ANSWER
Filed Feb. 11, 1957

ARTHUR A. M. DEWING, et al., Complainants	In the Circuit Court for Queen Anne's County in Equity
vs.	Cause No. 4039
JOHN LEEKLEY, Respondent.	

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent, John Leekley, in answer to the bill filed against him in this cause, says:

1. That he ADMITS the allegations of Paragraph No. 1 of the bill.

2. That he ADMITS the allegations of Paragraph No. 2 of the bill.

3. That he ADMITS the allegations of Paragraph No. 3 of the bill, EXCEPT that (1) he has no knowledge of whether (a) the lot therein mentioned was to have been conveyed by William H. Chance to William H. Watson individually or to William H. Watson and the plaintiff, Lottie, his then wife, as tenants by the entireties; (b) William H. Watson, or Lottie, his wife, ever received a deed for said lot, and (2) he denies that William H. Watson and Lottie, his wife, lived on the property for many years.

4. That he ADMITS the allegations of Paragraph No. 4 of the bill.

5. That he DENIES the allegations of Paragraph No. 5 of the bill.

6. That he DENIES the allegations of Paragraph No. 6 of the bill.

7. That he ADMITS the execution of the instrument mentioned in Paragraph No. 7 of the bill; but that he DENIES the alleged effect of the instrument, for that he says that no road or right of way is used across his property except permissively.

8. That he ADMITS the execution of the instrument mentioned in Paragraph No. 8 of the bill; but that he DENIES the alleged effect of the instrument, for that he says that no road or right of way is used across his property except permissively.

9. That he ADMITS the acts alleged in Paragraph No. 9 of the bill but DENIES that they were wrongful acts on his part, for the reason that he denies any right or title of the complainants or any of them to any easement across his land, of the nature alleged, whatsoever.

10. That he is without knowledge of the matters alleged in Paragraph No. 10 of the bill.

11. That he DENIES the allegations of Paragraph No. 11 of the bill.

12. That he DENIES that any inability of B. Hackett Turner, Jr., to drive his car to the Dewing-Turner tract is a necessary consequence of the closing of the disputed road; and that he is without knowledge as to the remaining allegations of Paragraph No. 12 of the bill.

13. That he ADMITS making the threats alleged in Paragraph No. 13 of the bill, but DENIES that the Complainants have ever held any right to the disputed road and in consequence he denies that its closing can affect the complainants or their respective properties.

14. That he DENIES the allegations of Paragraph No. 14 of the bill.

15. That he DENIES the allegations of Paragraph No. 15 of the bill.

AND FURTHER ANSWERING THE BILL, this Respondent says that the use of the disputed roadway by any of the plaintiffs prior to the filing of the bill has been merely permissive use; and that the plaintiffs have a lawful, convenient roadway or roadways appurtenant to their respective properties, by reason of the following facts: at the time of his death one William Emory owned a large tract of woodland comprising all of the plaintiffs' parcels of land and other lands, which said tract lay between the Spaniard's Neck public road, mentioned in the bill, and the public road which leads therefrom to Burrisville, and fronting on each said public road for a considerable distance; that after his death, by proceedings in this Honorable Court, this large tract of woodland was divided and allotted among his children, as a result of which facts each of the plaintiffs' parcels of land, since not fronting on either of said public roads, was allotted together with an easement or easements for ingress and egress, implied by necessity, over and across the allotted lands which lie between it and one or both of said public roads; and that this defendat's land was not a part of said William Emory woodland.

AND as in duty bound, etc.,

JOHN LEEKLEY.
(John Leekley)

HOWARD WOOD
Attorney for Respondent

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that on this 11 day of February, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John Leekley and made oath, in due form of law, that the matters and facts set forth in the aforegoing ANSWER are true, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

I Hereby Certify that I delivered a copy of the aforegoing ANSWER to the office of Turner and Turner, Centreville, Maryland, this 11th day of February, 1957.

HOWARD WOOD

Filed Feb. 11, 1957

ORDER
Filed Oct. 18, 1957

ARTHUR A. M. DEWING, ET AL., Complainants	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
JOHN LEEKLEY, Defendant.	:	NO. 4039

: : : : :

ORDER

This Cause standing ready for hearing and being submitted, the counsel for the parties were heard and the proceedings read and considered.

IT IS THEREUPON, this 18th day of October, 1957, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED and DECREED that the injunction heretofore granted in this case be, and is hereby, made perpetual; and that the said Defendant, John Leekley, his agents, servants and employees, be, and they are hereby perpetually enjoined from obstructing or in any manner interferring with the right of the Plaintiffs to use the fifteen (15) foot, more or less, right-of-way referred to in the Bill of Complaint, over and across the wood land of the said John Leekley, for a distance of 300 feet, more or less, to the public road from Centreville to Spaniards Neck for ingress and egress on foot or by vehicle for all lawful purposes. The Defendant shall pay all Court costs. The Clerk is hereby directed to annex a copy of this Order to the Writ of Permanent Injunction.

Wm. R. HORNEY
Judge

Filed Oct. 18, 1957

WRIT OF INJUNCTION
Filed Oct. 26, 1957

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

Circuit Court Seal.

TO: John Leekley
Centreville, Maryland

GREETING:

Whereas Arthur A. M. Dewing, Kenneth Wilson, Louise Forstmann Wilson, his wife, Edward Turner and B. Hackett Turner, Jr., of Centreville, Anne's County, Maryland, and Lottie Samuels, 409 E. Seventh Street, Wilmington, Delaware, have exhibited to the Circuit Court for Queen Anne's County, in Equity, their Bill of Complaint for an injunction to restrain you, the said John Leekley, your agents, servants and employees, from obstructing or in any manner interferring with the right of the plaintiffs to use the fifteen (15) foot, more or less, right-of-way referred to in the Bill of Complaint, over and across the woodland of the said John Leekley, for a distance of 300 feet, more or less, to the public road from Centreville to Spaniards Neck for ingress and egress on foot or by vehicle for all lawful purposes.

And whereas, the Circuit Court for Queen Anne's County, in Equity, by its order dated October 18, 1957, has directed the Clerk of this Court to issue a permanent injunction in accordance with the memorandum heretofore filed.

NOW, THEREFORE, these presents are to perpetually command and strictly enjoin and prohibit you, the said John Leekley, your agents, servants and employees, from obstructing or in any manner interferring with the right of the plaintiffs to use the fifteen (15) foot, more or less, right-of-way referred to in the Bill of Complaint, over and across the woodland of the said John Leekley, for a distance of 300 feet, more or less, to the public road from Centreville to Spaniards Neck for ingress and egress on foot or by vehicle for all lawful purposes.

Witness the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland the 7th. day of January, 1957.

Issued the 22nd. day of October, 1957.

T. SORDEN PIPPIN
Clerk

And on the back of the aforegoing is the following endorsement, to wit:-

Served by delivering a copy of the Writ & Order of Court Decreeing Injunction & leaving copy of said writ & order with John Leekley this 24th day of October, 1957.

ALEXIS M. BUTLER
Sheriff

Filed Oct. 26, 1957.

ORDER FOR APPEAL
Filed Nov. 15, 1957

ARTHUR A. M. DEWING, et al.	}	In the Circuit Court for Queen Anne's County in Equity
vs.		
JOHN LEEKLEY	}	Cause No. 4039.

Mr. T. Sorden Pippin, Clerk:

You will please enter an appeal from the Order, or final decree, entered and filed in this cause on the 18th day of October, 1957.

HOWARD WOOD
(Howard Wood)
Attorney for Defendant

I HEREBY CERTIFY that I served a copy of the above order for appeal upon Turner and Turner, of counsel for plaintiffs, by leaving a copy at their office in Centreville, Maryland, this 15th day of November, 1957.

HOWARD WOOD
(Howard Wood)
Attorney for Defendant

Filed Nov. 15, 1957

MANDATE
Filed June 26, 1958

MANDATE
COURT OF APPEALS OF MARYLAND

No. 232, September Term, 1957

John Leekley	Appeal from the Circuit Court for Queen Anne's County
vs.	Filed: December 16, 1957
	May 20, 1958-Decree affirmed, with costs.
Arthur A. M. Dewing, et al.	Opinion filed. Op. Hammond, J.

STATEMENT OF COSTS:

Record	$ 15.00
Seno. costs	529.43

Filing Record on Appeal	$ 20.00
Printing Grief for Appellant	106.55
Reply Brief	
Portion of Record Extract - Appellant	307.72
Appearance Fee - Appellant	10.00
Printing Brief for Appellee	229.92
Portion of Record Extract - Appellee.	307.71
Appearance Fee - Appellee	10.00

STATE OF MARYLAND, Sct:

I do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this nineteenth day of June A.D. 1958.

Seal's Place

J. LLOYD YOUNG

Clerk of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE.

Filed June 26, 1958

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of November, in the year nineteen hundred and fifty nine, the following Creditors' Bill for Payment of Debts was brought to be recorded, to wit:-

Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., Frederick, Maryland	*	IN THE CIRCUIT
PLAINTIFFS	*	COURT
vs.		FOR
Mary McCollister, Administratrix of the Estate of J. G. McCollister, deceased, and Mary McCollister, individually, Josephine D. McCollister, Ann H. McCollister 5319 Glenwood Road, Bethesda, Montgomery County, Maryland; and Jean McC. Hammil and James Edward Hammil, her husband, 3430 7th St., Port Arthur, Jefferson County, Texas	*	QUEEN ANNE'S COUNTY IN EQUITY NO. 3961

* * * * * * * * * * * * * *

CREDITORS' BILL FOR PAYMENT OF DEBTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, who sues as well for itself as for all other creditors of Jay Gould McCollister, late of Frederick County, deceased, who will come in and contribute to the expenses of this suit, complaining says:

(1) That the said Jay Gould McCollister, also known as J. G. McCollister, was, in his lifetime, indebted unto your Orators, Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers and Co., in the full and just sum of $2447.93 as will be seen by reference to a certified copy of a certain short copy of the original judgment issued out of the Circuit Court for Queen Anne's County wherein your Orators are Plaintiffs and Mary McCollister and Mary McCollister, Administratrix of the Estate of J. G. McCollister, are Defendants, filed herewith as part hereof and marked "Exhibit A".

(2) That the said Jay Gould McCollister, being so indebted as aforesaid unto your Orator and also unto divers other persons, and having real and personal estate of great value, departed this life on or about the 14th day of June, 1953, intestate, and left surviving him his widow, the said Mary McCollister, whose address is 5319 Glenwood Road, Bethesda, Montgomery County, Maryland, and the following three named children as his only heirs at law, viz.:

a. Josephine Duvall McCollister, unmarried, residing at 5319 Glenwood Road, Bethesda, Montgomery County, Maryland;

b. Ann H. McCollister, unmarried, residing at 5319 Glenwood Road, Bethesda, Montgomery County, Maryland; and

c. Jean McC. Hammil, who is intermarried with the Defendant James Edward Hammil, residing at 3430 7th Street, Port Arthur, Texas.

All of these persons in interest are of full legal age and are competent.

(3) That administration of all and singular the personal estate of the said Jay Gould McCollister has been lately granted by the Orphans' Court for Frederick County to the said Mary McCollister, widow, aforesaid, who, in virtue thereof, has possessed herself of the said personal estate of said Jay Gould McCollister and said Administratrix has caused to be filed in the Orphans' Court for Queen Anne's County an inventory of all the real estate of which her decedent died seized and possessed in Queen Anne's County, a certified copy of said inventory being filed herewith as part hereof and marked "Exhibit B", and which said real estate is more particularly described as follows:

All that lot of land in the 2nd Election District of Queen Anne's County on the left of the Main Street 1 ading through the town of Church Hill toward Chestertown, nearly opposite the Methodist Episcopal Church adjacent on the north side the property now or formerly of Mary F. Clough et al, on the south the property now or formerly of Mary F. Clough et al, on the south the property now or formerly of Mrs. Belle Riggins, on the west the property now or formerly of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about 40 feet with a depth back therefrom of about 203 feet and 4 inches.

BEING the same real estate which was conveyed to the said Jay Gould McCollister, also known as J. G. McCollister, or Jay G. McCollister, by two certain deeds recorded among the Land Records for Queen Anne's County aforesaid as follows: (1) dated the 7th day of May, 1914, and recorded in Liber W.F.W. No. 5, folio 200, etc., from Mary F. Clough et al, and (2) dated the 15th day of April, 1927, and recorded in Liber B.H.T. No. 6, folio 490, etc., from Dorell Brown and others. Certified copies of said deeds are filed herewith as a part hereof and marked "Exhibit C", and "Exhibit D".

(4) That your Orators are informed and believe that said personal

estate is not sufficient to discharge all of the just debts due and owing by the said intates, J. G. McCollister, at the time of his death, but they are advised that the same, now in the hands of the said Mary McCollister, Administratrix, ought to be applied to the payment of the claims of your Orators and other creditors, so far as the same will extend, and that any deficiency in said personal estate ought to be supplied by the sale of all, or such part as may be necessary, of the real estate of their aforesaid debtor.

(5) That the said Mary McCollister, Administratrix, has refused to pay any part of their aforesaid claim, or to render unto them any account of the aforesaid personal estate in her hands.

TO THE END, THEREFORE:

A. That the said Mary McCollister, Administratrix as aforesaid, be required to answer the Special Interrogatories hereto appended under oath.

B. That an account may be taken, under the direction of this Court, of the said debts, so as aforesaid due your Orators and of all other debts which were owing by said intestate at the time of his death, and which still remain unpaid; and also of the personal estate and effects of the said intestate received by or for the use of the said Mary McCollister as Administratrix aforesaid.

C. That the said personal estate may be applied in due course of administration in payment of the debts of the intestate due to your Orators and all other creditors who may come in and contribute to the expenses of this suit.

D. That the said real estate of the said J. G. McCollister, deceased, or so much thereof as may be necessary for the purpose may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid.

E. That your Orators may have such other and further relief as their case might require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators the order of publication giving notice to the said Jean McC. Hammil and James Edward Hammil, both of the State of Texas, who are non-residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by Solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

AND AS IN DUTY BOUND, etc.

PRESTON P. HECK
Solicitor for Complainants

Filed Nov. 3, 1954.

SPECIAL INTERROGATORIES
Filed Nov. 3, 1954.

HARRY C. SUMMERS, etc., et al,	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
MARY McCOLLISTER, ADMINISTRATRIX, etc., et al	*	
DEFENDANTS	*	EQUITY NO. 3961
	*	

****

INTERROGATORIES TO BE ANSWERED BY THE DEFENDANT, MARY McCOLLISTER, ADMINISTRATRIX OF THE ESTATE OF J. G. McCOLLISTER, DECEASED.

Interrogatory No. 1: State what personal estate of your intestate, J. G. McCollister, has come into your hands, and the amount and particulars thereof.

Interrogatory No. 2: What part of such personal estate is now in your hands, and how much thereof has been disposed of in payment of your intestate's debts, or otherwise, and to whom were such payments made?

Interrogatory No. 3: What debts of your intestate remain unsatisfied, and to what amount?

Respectfully Submitted,

PRESTON P. HECK
Attorney for Plaintiffs,
Chestertown, Maryland

Filed Nov. 3, 1954

EXHIBIT "A"
Filed Nov. 3, 1954.

EXHIBIT "A"

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

July Term, 1954

T.W. Claggett B.B. Rosenstock	Harry C. Summers, Harry Warren Summers and William E. Summers, Trading as H. C. Summers & Co.	Filed Oct. 4, 1954. Transcript of judgment from Circuit Court for Frederick County.
No. 809	Clerk $2.00 Pd. 10/4/54	No. 17 Trials February Term, 1954 Action in Assumpsit Rule Replication 1954 March 22, Judgment confessed by Attorneys for Defendant, Mary McCollister, Administratrix of the Estate of J. G. McCollister, Deceased, in favor of Plaintiffs and against the Defendant, Mary McCollister, Administratrix of the Estate of J. G. McCollister, Deceased, for the sum of Two Thousand Four Hundred Forty-seven Dollars and Ninety-three Cents, with interest from date and costs of suit, and Judgment entered in favor of Defendant, Mary McCollister.
R.E. Clapp, Jr. H.S. Felton	Mary McCollister and Mary McCollister, Administratrix of the Estate of J. G. McCollister, Deceased made Party Defendant, January 8, 1954	

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

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

Seal's Place

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this Twentieth day of October in the year of our Lord, ninteen hundred and fifty-four.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County.

Filed Nov. 3, 1954.

EXHIBIT "B"
Filed Nov. 3, 1954

A TRUE AND PERFECT INVENTORY of all and singular the Real Estate of Jay Gould McCollister late of Frederick County deceased, appraised by the subscribers, Emmert R. Bowlus and Raymond L. Kelly jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to Appraisers and certified thereon and hereto annexed:

All that lot or part of a tract of land situate in the Second Election District of Queen Anne's County, Maryland, on the left of the Main Street leading through Church Hill to Chestertown, nearly opposite the Methodist Episcopal Church, adjoining on the North side the property of Sarah R. and Mary A. Clough, on the South side the property of Mrs. Belle Riggins, on the West the property of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about forty feet with a depth back therefrom of about two hundred and three feet, four inches, and being the same property which was conveyed to the said Dorell Brown, Evelyn Bastian, Carroll McCollister, Jay G. McCollister and Milton McCollister, as tenants in common by deed from Mary A. and Sarah A. Clough, dated May 7th. 1914, and recorded in Liber W.F.W. No. 5, folios 200 &c., a land record book for Queen Anne's County and being also the same property in which the one-fifth interest of Milton M. McCollister was conveyed to Carroll McCollister by Sanford E. Spry, late Sheriff of Queen Anne's County, by deed dated the thirtieth day of March, nineteen hundred and twenty seven and recorded among the land record books for Queen Anne's County, to which said deed and the reference therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging or in any wise appurtaining. $3,500.00

For further title reference see Liber B.H.T. No. 6, folio 490 etc., a Land Record Book for Queen Anne's County.

WE, the subscribers, do certify that the aforegoing is a just and true Inventory and valuation of all and singular the Real Estate of the said Jay Gould McCollister deceased, so far as the same has come to our sight and knowledge, and as

valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness our hands and seals this 24th day of March in the year of our Lord one thousand nine hundred and fifty-four.

EMMERT R. BOWLUS (Seal) } Appraisers.
RAYMOND L. KELLY (Seal) }

STATE OF MARYLAND, FREDERICK COUNTY, sct.;

Be it Remembered and it is hereby Certified, That on this 24th day of March in the year of our Lord one thousand nine hundred and fifty-four personally appeared Mary C. McCollister, Administratrix of Jay Gould McCollister late of Frederick County, deceased, and made oath in due form of law, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of Jay Gould McCollister deceased, that has come to her hands and possession at the time of the making thereof, and that what has since or shall hereafter come to her hands and possession she will return an additional Inventory thereof, that she knows of no concealment of any part or parcel of the said deceased's estate, by any person or persons whatsoever, and that if she should hereafter discover any concealment, or suspect any to be, she will acquaint the Orphans' Court, or the Register of Wills, with such concealment, or cause or suspicion, so that it may be inquired into according to law.

TEST:

HARRY D. RADCLIFF
Register of Wills for Frederick County.

HARRY D. RADCLIFF
Register of Wills for
Frederick County, Md.

Place of SEAL STATE OF MARYLAND,
Frederick County, ss.

I, HARRY D. RADCLIFF, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Frederick County, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of the Inventory of Real Estate of Jay Gould McCollister late of said county deceased, taken from Liber H.D.R. No. 1 Folio 389 one of the Inventory Books kept in the office of the Register of Wills for Frederick County.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 24th day of March, in the year of our Lord nineteen hundred and fifty-four.

Place of
SEAL

HARRY D. RADCLIFF
Register of Wills for Frederick County.

In the Orphans' Court for Queen Anne's County, Maryland, sct:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of CERTIFIED COPY (from Frederick County) of the Real Estate of Jay Gould McCollister, late of Frederick County, deceased, as filed in this office on April 9th, 1954 and recorded in Liber E.E.C. No. 1 Folio 51, etc. in Record Book of Real Estate Inventories 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 4th day of November 1954.

Seal's Place

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

Filed Nov. 3, 1954

EXHIBIT "C"
Filed Nov. 3, 1954

#4299. Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the fourteenth day of May in the year nineteen hundred and fourteen the following DEED was brought to be recorded, to wit:-

T H I S D E E D of Conveyance made this 7th. day of May, in the year nineteen hundred and fourteen, by Mary A. Clough and Sarah R. Clough, both of Queen Anne's County, in the State of Maryland,

WITNESSETH: that for and in consideration of the sum of thirteen hundred dollars ($1300.00), the receipt of which is hereby acknowledged, the said Mary A. Clough and Sarah R. Clough do hereby grant and convey unto Milton McCollister, Dorell Brown, Evelyn Bastian of Wilmington, Delaware, Jay G. McCollister of Baltimore, Maryland and Carroll McCollister of Queen Anne's County, State of Maryland, their heirs and assigns as tenants in common in fee simple,

All of that lot, tract, parcel or part of a tract of land, situate, lying and being in the second election district of Queen Anne's County aforesaid, on the left of the main street leading through the town of Church Hill toward Chestertown, nearly opposite the Methodist Episcopal Church, adjoining on the north side the property of these grantors, on the south the property of Mrs. Belle Riggins, on the west the property of Mrs. Harry Gould, the property hereby conveyed having a frontage on said main street of about forty feet with a depth back there from of about two hundred and three feet and four inches, this being the same property described in a deed of conveyance from Eugene Foster to Mary A. Clough said deed bearing date the eighteenth day of June, in the year nineteen hundred and three and being recorded among the land records for Queen Anne's County aforesaid in Liber J.E.G. No. 5, folio 162 etc.,; 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 of the buildings and improvements thereon erected, all rights, roads, ways, waters, alleys, privileges and advantages thereunto attached or in anywise appertaining.

AND the said Mary A. Clough and Sarah R. Clough do hereby warrant the title to the land hereby conveyed specially and covenant to execute such further assurances of title as may be requisite.

Witness the hands and seals of the said grantors.

Test:- MARY A. CLOUGH. (SEAL)

James E. Johns. SARAH R. CLOUGH. (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this seventh day of May, in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, there personally appeared Mary A. Clough and Sarah R. Clough and did each acknowledge the aforegoing deed of conveyance to be their respective act.

JAMES E. JOHNS. J. P.
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.F.W. No. 5, folios 199 etc., a Land Record Book for Queen Anne's County.

Seal's Place

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Third day of November in the year nineteen hundred and fifty-four.

T. SORDEN PIPPIN
Clerk

::::::::::::::::::::::::::::::
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 this Twentieth day of May in the year nineteen hundred and fifty-eight, the following Order to Docket Suit was filed for record, to wit:

CLAYTON C. CARTER, attorney named in mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
J. WALTERS PAYNTER and LELIA S. PAYNTER, late of Queen Anne's County, deceased	:	IN EQUITY
	:	Cause No. 4178

ORDER TO DOCKET SUIT

To: T. Sorden Pippin, Clerk:

You will please docket suit as per above titling for foreclosure of the mortgage from J. Walter Paynter and Lelia S. Paynter, his wife, to Lilian N. George, dated February 8th, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 4, folio 107, default having occurred in the terms thereof by reason of the non-payment of the principal and interest payable under the terms of the promissory note secured by said mortgage at the times therein provided for the payment thereof; and you will file a certified copy of said mortgage, as well as the accompanying affidavit.

CLAYTON C. CARTER
Attorney named in Mortgage

Filed May 20, 1958

MILITARY AFFIDAVIT
Filed May 20, 1958

I HEREBY CERTIFY, that on this 20 day of May, 1958, before me, the subscriber, the Clerk of the Circuit for Queen Anne's County, personally appeared Clayton C. Carter, Attorney named in Mortgage, and made oath in due form of law that J. Walter Paynter and Lelia S. Paynter, his wife, are both deceased and are not now in the military service of the United States.

T. SORDEN PIPPIN
T. Sorden Pippin, Clerk

CERTIFIED COPY OF MORTGAGE
FILED May 20, 1958

::::::::::::::::::::::::::::::
#31,344. 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 this Ninth day of February, in the nineteen hundred and fifty- two, the following Mortgage was brought to be recorded, to wit:-

One-Two Dollar Twenty Cent Recordation
Tax Stamp. Endorsed CCC 2/9/52.

This Mortgage, Made this 8th day of February in the year nineteen hundred and fifty-two, by and between J. WALTERS PAYNTER and LELIA S. PAYNTER, his wife, parties of the first part, hereinafter called MORTGAGORS, and LILIAN N. GEORGE, party of the second part, hereinafter called MORTGAGEE.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full and just sum of Two Thousand Dollars ($2000.00) for money this day advanced by the latter to the former and for which said sum they have drawn and apssed to said Mortgagee their promissory note bearing even date herewith, payable at the expiration of three (3) years from the date hereof with interest thereon at the rate of five per centum (5%) per annum, payable semi-annually accounting from the date hereof, and with the privilege of paying said sum at any time prior to said expiration date; and

WHEREAS, it was a condition precedent to making the aforesaid loan, as represented by the aforesaid promissory note, that the same, together with any and all renewals or part renewals thereof, should be secured by the execution and delivery of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premised and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, the following described real estate, to wit:

All that lot or parcel of land situate in the Town of Sudlersville, Queen Anne's County, Maryland, on the right side of street leading to Dixons Travern, adjoining the lands of M.S. Pardee, now of Dell Fox, and Sarah J. Sparks, now of Nelson H. Clough, and Dr. Foster Sudler, now of Thomas C. Cruikshank, and described in the following metes and bounds, to wit:

BEGINNING at the east end of the dividing fence between said lot and the lands of Fox and running in a southerly direction 50 feet to the dividing fence between said lot and the lands of Clough, thence in a westerly direction with said fence 173 feet to the lands of Cruikshank, thence northerly with the land of said Cruikshank 50 feet to the dividing fence between said lot and the lands of Fox, thence in an easterly direction with said fence to the place of beginning 173 feet.

BEING the same lot or parcel of land which by deed dated June 12, 1905 and recorded among the Land Records of Queen Anne's County in Liber J.E.G. No. 7, folio 557, was granted and conveyed by Elva D. Rolph to James W. Paynter (therein erroneously spelled Payten).

TOGETHER with 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.

PROVIDED, that if the Mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagee, hir executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars ($2000.00) as represented by the aforesaid promissory note and any and all renewals, part renewals or estensions thereof and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this morrgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagors their heirs and assigns, shall possess said property.

AND the Mortgagors, their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, hie executors and assigns, as follows:

1. 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

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee, her executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of said promissory note and any and all renewals, part renewals or extensions thereof secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee, her executors, administrators or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagors, should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagee, her executors, administrators or assigns, or CLAYTON C. CARTER, their hereby duly consitituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and 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, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

First, to the payment of 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, and fee of Thirty-five Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not;

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any convenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagee, her executors, administrators or assigns, or CLAYTON C. CARTER, their said Attorney, shall 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 incured under said forclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to 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 for Queen Anne's County, in Equity, and which said costs, expenses and commission the Mortgagors, their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

THAT the Mortgagors, their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST: (AS TO BOTH)

C. H. METCALFE
(C. H. Metclafe)

J. WALTERS PAYNTER (SEAL)
J. Walters Paynter

LELIA S. PAYNTER (SEAL)
Lelia S. Paynter

STATE OF MARYLAND :
to wit:
County of Queen Anne :

I HERBY Certify that on this 8th day of February, in the year one thousand nine hundred and fifty-two before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. WALTERS PAYNTER and LELIA S. PAYNTER, his wife, and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared LILIAN N. GEORGE, Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

Notary
Public
Seal.

JOHN F. STOKES Notary Public
John F. Stokes

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 4, folios 107 etc, a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my namd and affixed the seal of the Circuit Court for Queen Anne's County this Twentieth day of May, in the year nineteen hundred and fifty eight.

Seals
Place

T. SORDEN PIPPIN
Clerk

CERTIFIED COPY OF BOND
FILED June 2, 1958

Queen Anne's County, to wit: Be it remembered that on this twenty-first day of May, in the year nineteen hundred and fifty-eight the following Bond was brought to be recorded, to wit:

Surety Department Bond No. N-3331992

MORTGAGEE'S OR ATTORNEY'S BOND

Know All Men By These Presents, That we, Clayton C. Carter, Centreville, Maryland, as principal, and Hartford Accident and Indemnity Company, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and No/100 ($5000.00) - Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, orus, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 21st day of May in the year nineteen hundred and Fifty-Eight

Whereas, the above bounden Clayton C. Carter by virtue of the power contained in a mortgage from J. Walters Paynter and Lelia S. Paynter, his wife bearing date the 8th day of Fevruary nineteen hundred and Fifty-Two and recorded among the land records of Queen Anne's County ( ) in Liber T.S.P. No. 4 Folio 107 and being named as attorney in the said mortgage representing the mortgagees,her executors, administrators or assigns, 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 payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden Clayton C. Carter does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by the 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.

Signed, sealed, and delivered
in the presence of

Clayton C. Carter (Seal)
Clayton C. Carter

Helen S. Hardesty

_____ (Seal)

HARTFORD ACCIDENT AND
INDEMNITY COMPANY

Corporate
Seal's
Place

By Douglas H. Geer (Seal)
Douglas H. Geer, Attorney-in-fact

And at the foot of the aforegoing bond is the following endorsement:-

Security approved and Bond file June 2, 1958
T. Sorden Pippin, Clerk

Certified copy of Power of Attorney is attached to the aforegoing bond.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 281 a Bond Record 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 June, in the year nineteen hundred and fifty-eight.

T. SORDEN PIPPIN
Clerk

Seal's
Place

REPORT OF SALE
FILED June 13, 1958

CLAYTON C. CARTER, attorney named in mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
J. WALTERS PAYNTER and LELIA S. PAYNTER, late of Queen Anne's County, deceased	:	IN EQUITY
	:	Cause No. 4178

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Clayton C. Carter, Attorney named in mortgage, unto your Honor, respectivully shows:

1. That the above-named Mortgagors by mortgage dated February 8th, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 4 folio 107, a certified copy thereof having been filed herein, granted and conveyed unto Lilian N. George, a certain land in said mortgage described to secure unto her the payment of a certain promissory note in the amount of Two Thousand Dollars ($2,000.00) with interest thereon at the rate of five per centum (5%) per annum, which said mortgage contains a power of sale of the mortgaged property to be exercised by the said Mortgagee, her executors, administrators or assigns, or Clayton C. Carter, their duly constituted attorney for the purpose, upon default in the terms of said mortgage.

2. That default having occured in the terms of said occured in the terms of said mortgage by reason of the non-payment of the interest to accrue under the terms of the promissory note secured by said mortgage at the times therein provided for the payment thereof, the subscriber proceeded to collect the amount due under said note by exercise of the Power of Sale contained in said mortgage.

3. That prior to the day of sale hereinafter mentioned, the subscriber filed with the Clerk of this Court, a bond duly approved by said Clerk,given to the State of Maryland, executed by himself and The Hartford Accident and Indemnity Company as surety in the penal sum of Five Thousand Dollars ($5,000.00), containing the conditions required by law relative to the foreclosure of mortgages under the powers of sale contained therein, a certified copy of said bond being filed herein.

4. That thereafter the subscriber gave more than twenty (20) days previous notice of sale of the mortgaged property by advertisement of said sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publication thereof being filed with this report.

5. That pursuant to the advertised notice of sale, the subscriber did attend on the mortgaged premises on Church Street in Sudlersville, Maryland, on the 12th day of June, 1958, at 11:00 o'clock A.M. (D.S.T.) and then and there proceeded to make sale of the property so advertised for sale, in the following manner: the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by the subscriber, the subscriber then proceeded to offer at public sale at the time and place above-mentioned, to the highest bidder, by J. Elmer Anthony, Auctioneer, all of the real estate described in said advertisement of sale; and after said auctioneer had cried such sale for a considerable length of them, the subscriber, in execution of the power of sale contained in said mortgage, sold the property so offered unto J. Ralph Graham and Elizabeth J. Graham, his wife, as tenants by the entirety, they being then and there the highest bidder therefor, at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00).

6. That the said purchasers have complied with the terms of the sale by paying unto the subscriber the sum of Eight Hundred and Seventy Five Dollars ($875.00), representing one-fourth (1/4) of the purchase prive of the herein mentioned property and by giving unto the subscriber their promissory note for the balance of the purchase money in the amount of Two Thousand Six Hundred Twenty Five Dollars ($2,625.00), with interest at the rate of six per centum (6%) per annum.

Respectfully submitted:

CLAYTON C. CARTER
Attorney named in Mortgage

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

I HEREBY CERTIFY, that on this 13th day of June, 1958, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein

stated, and that the sale made by him as Attorney named in Mortgage, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
FILED June 13, 1958

ATTORNEY'S SALE of desirable HOUSE AND LOT in Sudlersville

Default having occurred in the terms of a mortgage from J. Walter Paynter and Lelie S. Paynter, his wife, dated February 8th, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 4, folio 107, the undersigned attorney named in mortgage, by virtue of the power of sale contained therein, will offer at public auction ON THE PREMISES ON CHURCH STREET SUDLERSVILLE, MARYLAND ON Thursday, June 12, 1958 at 11:00 O'clock A.M. (D.S.T.)

The following described real estate, to wit:

ALL that lot or parcel of land situate in the town of Sudlersville, Queen Anne's County, Maryland, on the right side of streets leading to Dixon's Tavern, adjoining the lands of M.S. Pardee, now of Dell Fox, and Sarah J. Sparks, now of Nelson H. Clough,and Dr. Goster Sudler, now of Thomas C. Cruikshank, and described in the following metes and bounds, to wit:

BEGINNING at the east end of the dividing fence between said lot and the lands of Fox and running in a southerly direction 50 feet to the dividing fence between said lot and the lands of Clough, thence in a westerly direction with said fence 173 feet to the lands of Cruikshank, thence northerly with the land of said Cruikshank 50 feet to the dividing fence between said lot and the lands of Fox, thence in an easterly direction with said fence to the place of beginning 173 feet.

BEING same lot or parcel of land which by deed dated June 12, 1905, and recorded among the Land Records of Queen Anne's County in Liber J.E.G. No. 7, folio 557, was granted and conveyed by Elva D. Rolph to James W. Paynter (therein erroneously spelled Payten).

TOGETHER with 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 buildings or in any wise appertaining.

IMPROVEMENTS The above property is improved by a two story frame house with a garage and storage house.

INSPECTION The premises may be inspected to day of sale by contacting John E. George, executor of Lelia S. Paynter, Sudlersville, Maryland, Telephone - Sudlersville 4511 or 2511.

TERMS OF SALE One-fourth of the purchase price on the day of sale, the balance within ten (10) days after ratification of the sale by the Court, or all cash on the day of sale at the option of the purchaser; the credit payments, if any, to bear interest from the day of sale and to be secured to the satisfaction of the undersigned attorney named in mortgage.

Taxes and insurance premiums will be adjusted to date of settlement, at which time possession will be given.

All transfer expenses, including documentary and recordation stamps, will be borne by purchaser.

CLAYTON C. CARTER
Attorney named in Mortgage

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md., June 12, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale of Desirable House and lot in the case of J. Walter Paynter, and Lelia S. Paynter, His wife. Liber T.S.P. No. 4, folio 107 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 4 successive weeks before the 12th day of June, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd day of May 1958, and the last insertion on the 12th day of June, 1958

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

ORDER NISI
FILED June 13, 1958

NISI

Clayton C. Carter Attorney named in mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
J. Walters Paynter and Lelia S. Paynter, late of Queen Anne's County, deceased.	:	NO. 4178

ORDERED, this 13th. day of June, 1958, that the sale of real estate made and reported in this cause by Clayton C. Carter, Attorney named in Mortgage, be ratified and confirmed, on or after the 11th. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a wddk for three successive weeks commencing on the 19th. day of June 1958, and ending on the 3rd. day of July 1958.

The report states the amount of sales to be $3,500.00.

T. SORDEN PIPPIN Clerk

Filed: June 13, 1958

STATEMENT OF MORTGAGE CLAIM
FILED June 13, 1958

CLAYTON C. CARTER, attorney named in mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
J. WALTERS PAYNTER and LELIA S. PAYNTER, late of Queen Anne's County, deceased	:	IN EQUITY
	:	Cause No. 4178

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Clayton C. Carter, Attorney named in Mortgage, for Lilian N. George, under the mortgage from J. Walters Paynter and Lelia S. Paynter, his wife, to Lilian N. George, dated the 8th day of February, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 4, folio 107:

On the principal amount of note dated February 8th, 1952, the original of which is attached hereto, secured by above mortgage	$2,000.00
Accrued interest at five per centum (5%) per annum due under the terms of said note from February 8th, 1952 to 60 days following the date of sale (June 12, 1958)	650.26
	$2,650.26
Plus: Attorney's fee of 10% for collection per terms of note	265.02
Total	$2,915.28

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, Sct:

I HEREBY CERTIFY, that on this 13th day of June, 1958, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared CLAYTON C. CARTER, Attorney named in Mortgage, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

T. SORDEN PIPPIN
Clerk

Filed June 13, 1958

$2000.00 Sudlersville Post Office February 8, 1952

36 months after date, for value received, we jointly and severally promise to pay to the order of LILIAN N. GEORGE at THE SUDLERSVILLE BANK OF MARYLAND

the sum of Two Thousand and ********** no/100 Dollars

without defalcation, and if this note is not paid at maturity, we do hereby authorize and empower any attorney at law to appear for us and to confess judgment against us for the amount due hereon with interest and costs of suit and an attorney's fee of 10% added for collection, without stay of execution, releasing all errors, waiving all rights to appeal and the benefit of all bankruptcy laws, and waiving the benefit of any and all homestead and exemption laws now in force or which may be hereafter passed. Demand or presentment for payment, notice of dishonor, protest and notice of protest is hereby waived. with interest at the rate of five per centum (5%) per annum, payable semi-annually accounting from the date hereof, and with privilege of paying said sum at any time prior to said expiration date.

No. _____

$ _____

DUE

_____

J. WALTERS PAYNTER (SEAL)

LELIA S. PAYNTER (SEAL)

_____ (SEAL)

Witness: C. H. METCALFE

CERTIFICATE OF PUBLICATION
OF ORDER NISI
FILED July 14, 1958

NISI

Clayton C. Carter
Attorney named in mortgage
Centrdville, Maryland

vs.

J. Walter Paynter and
Lelia S. Paynter
late of Queen Anne's County
deceased

In the Circuit Court for
Queen Anne's County

In Equity
No. 4178

ORDERED, this 13th day of June, 1958, that the sale of real estate made and reported in this cause by Clayton C. Carter, Attorney named in mortgage, be ratified and confirmed, on or after the 11th day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 19th day of June, 1958, and ending on the 3rd day of July, 1958.

The report states the amount of sales to be $3,500.00

Filed: June 13, 1958

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md., July 14, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Clayton C. Carter, Att., Vs. J. Walter Paynter and Lelia S. Paynter a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERBER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11th day of July, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of June 1958, and the last insertion on the 3rd day of July, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed July 14, 1958

FINAL ORDER OF
RATIFICATION OF SALE
FILED July 14, 1958

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 14th day of July, 1958, that the sale made and reported by Clayton C. Carter, Attorney named in Mortgage, on the 13th day of June, 1958, 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 directed by the preceeding Order Nise; and the said Attorney named in Mortgage is allowed the useal commissions under the rule of this Court and such proper expenses as he shall produce vouchers for the auditor

J DeWEESE CARTER
Judge

Filed July 14, 1958

AUDIT
FILED August 8, 1958

Clayton C. Carter,	:	In The Circuit Court
Attorney named in Mortgage, Centreville, Maryland	:	For
vs.	:	Queen Anne's County
J. WALTERS PAYNTER and	:	In Equity
Lelia S. Paynter late of Queen Anne's County, deceased	:	Cause no. 4178

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectively

represents:

1. That this account is stated at the request of Clayton C. Carter, Attorney named in Mortgage (and Vendor) of the mortgage foreclosed in these proceedings.

2. That in the within account, the said Vendor is charged with the proceeds of sale, interest on unpaid portion of purchase money and adjustment of fire insurance premiums, per his report filed in this cause and his settlement sheet, and thereafter allowed the following expenses, to wit: His commission and fee for making the said sale, the court costs, the bond premium on the Vendor's corporate bond, the fee of the auctioneer, the advertising costs of notice of sale, Nisi of Sale, the audit nisi to be passed as to this audit, his share of state, county and town taxes for the year 1958, and the costs of stating this account.

3. That although the net proceeds of this sale were insufficient to pay the total mortgage debt as filed in this cause, the Vendor did file with your auditor a waiver marked Exhibit No. 1 wherein the attorney's fee provided in the mortgage note for collection and comprising a part of the statement of mortgage debt filed in this cause was waived to the extent necessary to do away with any deficit of the mortgage indebtedness, which in this cause was the sum of $23.59; and which was erased by the waiver filed herewith.

Respectfully submitted,

J THOMAS CLARK
Auditor

August 8, 1958

Filed Aug. 8, 1958

Cause No. 4178

The proceeds of the sale of real estate reported in this cause, in account with Clayton C. Carter, attorney named in mortgage foreclosed in these proceedings (and Vendor of said land)

Cr.

By proceeds of the sale of land, per report of said Vendor, to wit:	$ 3,500.00
By interest on unpaid balance of purchase price, per statement of Vendor, to wit:	18.41
	$ 3,518.41
By adjustment of for insurance premium on improvements, per statement of Vendor, to wit:.	1.83
	$ 3,520.24

Dr.

1958 Jun 12	To Clayton C. Carter, Attorney named in mortgage (and Vendor), per terms of mortgage:		
	1-His commission for making said sale .	$325.92	
	2-His fee for making said sale	35.00	$360.92
	To do., for an amount do Clerk of this Court, per statement exhibited, to wit:		
	1-Costs of T. Sorden Pippin, Clerk	$ 28.25	
	2-Appearance fee of Clayton C. Carter, Atty.	10.00	38.25
	To do., for an amount due Joseph M. George and Son, Agents, for the premium of the corporate surety bond filed in this cause, per statement for the same exhibited, to wit:.....		20.00
	To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale, per his receipt for same exhibited, to wit:		35.00
	To do., for amounts paid Queen Anne's Record Observer, per its receipts for same exhibited, to wit:		
	1-For publishing notice of sale	71.50	
	2-For publishing nisi of sale.....	12.00	83.50
	To do., for an amount paid to Charles E. Anthony, Sr., Treasurer, as the Vendors share of 1958 state and county taxes, per receipt and settlement sheet exhibited, to wit:		37.12
	To do., for an amount paid the Commissioners of Sudlersville for the Vendors' share of 1958 town taxes, per settlement sheet, to wit:.....		7.76

August 8, 1958

J THOMAS CLARK
Auditor

To do., for costs of publishing the Audit Nisi to be passed, as to this audit in the Queen Anne's Record-Observer, to wit:.....	$10.00	
To J. Thomas Clark, Auditor, for stating this audit, the sum of...	36.00	
To Clayton C. Carter, Attorney named inmortgage, as payment in full of the mortgage debt and interest to accrue thereon, in the sum of $2,650.26, per statement of debt filed in this cause; and to attorneys fee of ten per cent per terms of note secured by mortgage foreclosed in this cause the sum of $241.43 as payment in full of attorneys fees in accordance with the waiver of Clayton C. Carter, Attorney filed herewith as Exhibit #1, the balance and in full of said mortgage debt, the sum of.....	2891.69	
	$3520.24	$3520.24

J THOMAS CLARK
Auditor

August 8, 1958

NISI RATIFICATION OF AUDIT
FILED August 8, 1958

NISI RATIFICATION OF AUDIT

Clayton C. Carter Attorney named in Mortgage, Centreville, Maryland vs. J. Walters Paynter and Lelia S. Paynter, late of Queen Anne's County, deceased	In the Circuit Court for Queen Anne's County In Equity Cause No. 4178

ORDERED, This 8th. day of August in the year nineteen hundred and fifty-eight, that the Report and Account filed in these preceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. day of September, 1958; provided a copy of this order be published once a week in each of two successive weeks before the 28th. day of August, 1958, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 8, 1958

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
FILED September 6, 1958

NISI RATIFICATION OF AUDIT

Clayton C. Carter
Attorney named in Mortgage
Centreville, Maryland

vs.

J. Walter Paynter and
Lelia S. Paynter
late of Queen Anne's County
deceased

In the Circuit Court for
Queen Anne's County

In Equity
Cause No. 4178

ORDERED, This 8th day of Ausust in the year nineteen hundred and fifty-eight, that the Report and Account filed in these proveedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of September, 1958; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of August, 1958, in some newspaper printed and published in Queen Anne's County.

Filed August 8, 1958

T. SORDEN PIPPIN, Clerk

NISI RATIFICATION OF AUDIT
FILED September 6, 1958

NISI RATIFICATION OF AUDIT

Clayton C. Carter,
Attorney named in Mortgage
Centreville, Maryland

vs.

J. Walter Paynter and
Lelia S. Paynter
late of Queen Anne's County
deceased

Repeated in error

In the Circuit Court for
Queen Anne's County

In Equity
Cause No. 4178

ORDERED, This 8th day of August in the year nineteen hundred and fifty-eight, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of September, 1958; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of August, 1958, in some newspaper printed and published in Queen Anne's County.

Filed August 8, 1958

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 8, 1958

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 Clayton Carter, Attorney named in Mortgage vs. J. Walter Paynter and Lelia S. Paynter, Deceased 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 2 successive weeks before the 28th day of August 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 14th day of August 1958, and the last insertion on the 21st day of August, 1958.

THE QUEEN ANNE'S RECORD OBSERVER
PUBLISHING COMPANY

By MISS DEE NICHOLS

Filed Sept. 6, 1958

FINAL ORDER OF RATIFICATION
FILED Sept 6, 1958

FINAL ORDER OF RATIFICATION

ORDERED, this 6th day of September, 1958, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the aforegoing Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi; and the Attorney named in Mortgage and Vendor is directed to apply and distribute the said proceeds accordingly, with a due proportion of interest as same has been or may be received.

THOS J. KEATING JR.
Judge

Filed Sept. 6, 1958

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirty-first day of July in the year nineteen hundred and fifty-eight, the following Order to Docket Suit was filed for record, to wit:

VACHEL A. DOWNES, JR., ASSIGNEE Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
HARRY C. STETTES 2527 Hartfor Road Baltimore 14, Maryland	:	IN EQUITY
	:	No. 4196

ORDER TO DOCKET SUIT

To: T. Sorden Pippin, Clerk:

You will please docket suit as per above titling for foreclosure of the mortgage from Harry C. Stettes to Samuel E. W. Friel and James R. Friel, Co-Partners, Trading As Friel Lumber Company, dated the 16th day of August, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29 folio 476, and duly assigned unto Vachel A. Downes, Jr. for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of the non-payment of principal and interest payable under the terms of said mortgage at the times therein provided for the payment thereof; and you will file a certified copy of said mortgage and assignment, as well as the accompanying affidavit.

VACHEL A DOWNES JR.
Vachel A. Downes, Jr.
Assignee
Lawyers Row
Centreville, Maryland
Telephone: 489

Filed July 31, 1958

MILITARY AFFIDAVIT
FILED July 31, 1958

MILITARY AFFIDAVIT

I HEREBY CERTIFY, that on this 31st day of July, 1958, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr, Assignee, and made oath in due form of law that Harry C. Stettes resides at 2527 Hartford Road, Baltimore 14, Maryland, to the best of your affiant's knowledge, information and belief, and that he is not now in the military service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments thereto, and Chapter 710 of the Laws of Maryland of 1941, nor has be been in such service within three (3) months prior hereto.

T. SORDEN PIPPIN
T. Sorden Pipppin, Clerk

Filed July 31, 1958

CERTIFIED COPY OF MORTGAGE
FILED August 17, 1956

One-Five Dollar Fifty Cent
One-One Dollar Ten Cent Redordation
Tax Stamp. Endorsed V.A.D. 8/17/56

#37,885 LIBER 29 PAGE 476

THIS MORTGAGE, Made this 16th day of August in the year nineteen hundred and fifty-six by and between HARRY C. STETTES, of the City of Balitmore, State of Maryland, party of the first part, and SAMUEL E.W. FRIEL and JAMES R. FRIEL, co-partners, trading as Friel Lumber Company, parties of the secord part, of Queen Anne's County, State of Maryland;

WHEREAS, the said Harry C. Stettes, Mortgagor, is justly indebted unto Samuel E.W. Friel and James R. Friel, co-partners, trading as Friel Lumber Company, is the full and just sum of Six Thousand Dollars ($6,000.00) for money loaned and advanced to him by the Mortgagees;

AND WHEREAS it is hereby agreed by and between the parties to this mortgage that the aforesaid sum of Six Thousand Dollars ($6,000.00) shall be repaid unto the Mortgagees at the expiration of One (1) year from the date of this mortgage, with interest in the meantime at the rate of Six Percent (6%) per annum, payable quarterly, on the 16th day of February and the 16th day of August, hereafter,

AND WHEREAS, the said Mortgagor shall have the right to prepay said mortgage in whole, or in part, at any time without penalty or premium, interest to case on any part of the principal indebtedness so paid.

AND WHEREAS, it was an express agreement to the said loan that the aforesaid principal sum of Six Thousand Dollars ($6,000.00), and the interest to accrue thereon, as aforesaid, and the prompt payment of the same unto the Mortgagees, were to be secured by the execution of this mortgage;

NOW THEREFORE, THIS MORTGAGE WITNESSETH: that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the parties of the second part, their successors and assigns, in fee simple, all those lots or parcels of land more particularly described as follows, to wit:

ALL those three lots or parcels of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, known and designated as Lot No. 15, Lot No. 16 and Lot No. 17 of the First Section of Kent Island Estates, and being more particularly shown on a plat of said lands entitled "Second Edition of the First Section of Kent Island Estates" by J.B. Metcalfe, registered surveyor, dated February, 1951, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1 folio 190, all of said lots being in Block E thereof.

Lot No. 15 Block E being the same lands conveyed unto Harry C. Stettes by deed from Everett A. Kangas and wife, dated the 26th day of May, 1955, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21 folio 567; Lot 16, Block E, being the same lands conveyed unto Harry C. Stettes by deed from Clarence Reip dated the 10th day of August, 1955, and recorded among the Land Records aforesaid in Liber T.S.P. No. 23 folio 346, and Lot No. 17, Block E, being the same land conveyed by Erich Hilse and wife unto Harry C. Stettes by deed dated the 1st day of August, 1956, and recorded among the Land Records aforesaid prior hereto.

IT IS AGREED AND UNDERSTOOD that the purpose for which this loan is made by the Mortgagee unto the Mortgagor is for the purchase of materials and supplies and the payment of labor for the erection and construction of a residence or dwelling upon the above described lots, or the partial construction or erection of the same.

The Mortgagor does agree that should construction work on the aforesaid residence fully cease for a period of fourteen consecutive (14) days, the said Mortgagees shall have the right to notify said Mortgagor to resume the construction or erection thereof immediately, and in the event said Mortgagor fails to comply with the terms of said notice within five days (5) thereof, then the Mortgaggees may, at their option, declare this mortgage to be in default and proceed with the remedies hereinafter reserved. This option shall not apply in the event said Mortgagor is prevented from complying with the terms of said notice, or the erection of construction of the premises, by an Act of God, the regulation of any governmental authority, or the inability of the Mortgagees to supply materials and supplies, when and as needed.

TOGETHER with 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.

PROVIDED, that if the Mortgagor his heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagees their successors, executors, administrators or assigns, the aforesaid sum of Six Thousand Dollars and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on his part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagor, his heirs and assigns, shall possess said property.

AND the Mortgagor his heirs, executors, administrators and assigns hereby covenant with the Mortgagee, their successors, executors, administrators and assigns, as follows:

1. 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

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagees, their successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of the principal and interest secured by this mortgage whether then due or not, and to deliver upon damand to the Mortgagees, their successors, executors, administrators or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagor should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagees, their successors, executors, administrators or assigns, or Vachel A. Downes, Jr., their hereby duly consititued Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaperprinted 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 in the following manner, to wit:

First, to the payment of 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, and a fee of One Hundred Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any convenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagees, their successors, executors, administrators or assigns, or Vachel A. Downes, Jr., their said Attorney, shall be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebted 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 Mortgagor his heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagor his heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

LEWIS A. WISE — HARRY C. STETTES (SEAL)

STATE OF MARYLAND :
to wit:
County of QUEEN ANNE'S :

I HEREBY CERTIFY that on this 16th day of August, in the year one thousand nine hundred and fifty-six before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry C. Stettes and unmarried man and he acknowledged the aforegoing MORTGAGE to be his act.

AND at the same time also personally appeared Samuel E.W. Friel and James R. Friel, 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.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY PUBLIC SEAL.

VACHEL A DOWNES JR
Notary Public
Vachel A. Downes, Jr.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT. THAT THESE Assignments WAS RECEIVED FOR RECORD THIS 29 DAY OF Dec. 1956, AND RECORDED IN LIBER T S P No. 29, fol. 478 Land RECORD BOOK FOR QUEEN ANNE'S COUNTY.

T. Sorden Pippin, CLERK

For value received, Samuel E.W. Friel and James R. Friel, Co-Partners trading as Friel Lumber Company, do hereby assign the above and within mortgage to Howard F. Ireland this 28th day of December, 1956.

Witness our hands and seals:

BELBIN THOMAS
Witness

SAMUEL E W FRIEL (SEAL)
Samuel E.W. Friel

BELBIN THOMAS
Witness

JAMES R. FRIEL (SEAL)
James R. Friel

Co-Partners Trading as Friel Lumber Co.

BELBIN THOMAS
Witness

MARY P. FRIEL (SEAL)
Mary P. Friel

BELBIN THOMAS
Witness

MARGERY H. FRIEL (SEAL)
Margery H. Friel

For value received, Howard F. Irland does hereby assign the above and within mortgage to James R. Friel this 28th day of December, 1956.

HOWARD F. IRELAND (SEAL)
Howard F. Ireland

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

I HEREBY CERTIFY THAT THIS Assignment WAS RECEIVED FOR RECORD THIS 29 DAY OF

JULY 1958, AND RECORDED IN LIBER T.S.P. No. 29, fol. 590 LAND RECORD BOOK FOR QUEEN ANNE'S COUNTY.

T. Sorden Pippin, CLERK

For value received, the Undersigned, James R. Friel, does hereby assign the within and aforegoing mortgage unto Vachel A. Downes, Jr. for purposes of foreclosure.

AVA K. HONEYCUTT
(Witness)

JAMES R. FRIEL (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from the original Mortgage filed for record in this office on August 17, 1958 and Assignments filed for record on December 29, 1956 and July 29, 1958 in Liber T.S.P. No. 29, folios 476 thru 478 and 590, 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 fifty eight.

T. SORDEN PIPPIN Clerk

Clerk's
Seal.

Filed July 31, 1958

BOND
FILED August 7, 1958

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventh Day of August in the year nineteen hundred and fifty-eight, 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, Vachel A. Downes, Jr., 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 Ten Thousand Dollars ($10,000) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of August, 1958.

WHEREAS, a certain mortgage from Harry C. Stettes to Samuel E. W. Friel and James R. Friel, Co-Partners, Trading As Friel Lumber Company, dated the 16th day of August, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29 folio 476, has been duly assigned unto Vachel A. Downes, Jr., an attorney, for purposes of collection of foreclosure or otherwise, which said assignment is recorded among the Land Records aforesaid at the foot of said mortgage; and

WHEREAS, the above bounded, Vachel A. Downes, Jr., Assignee of Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenanted to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounden, Vachel A. Downes, Jr., does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

VIRGINIA S. WHITE

VACHEL A DOWNES JR (SEAL)
Vachel A. Downes, Jr.

ATTEST:

UNITED STATES FIDELITY AND
GUARANTY COMPANY

VIRGINIA S. WHITE

By: B. HACKETT TURNER JR.
B. Hackett Turner, Jr.,
Its Attorney in Fact

Corporate
Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Aug. 7, 1958.

T. SORDEN PIPPIN, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 297, a Bond Book record for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my namd and affix the seal of the Circuit Court for Queen Anne's County, this 7th day of August in the year nine-hundred and fifty-eight.

T. SORDEN PIPPIN,
Clerk

Clerk's
Seal.

REPORT OF SALE
FILED September 3, 1958

VACHEL A. DOWNES, JR., Assignee	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
HARRY C. STETTES	:	IN EQUITY
		Chy. No. 4196

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Assignee, unto your Honors respectfully represents:

1. That the above-named Mortgagor by his morrgage dated the 16th day of August, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29, folio 476, a certified copy thereof having been filed herein, granted and conveyed unto Samuel E. W. Friel and James R. Friel, co-partners, trading as Friel Lumber Company, certain land in said mortgage described to secure unto them the payment of a certain promissory note in the amount of Six Thousand Dollars ($6,000.00) with interest thereon at the rate of six at the rate of six per dentum (6%) per annum, which said mortgage contains a power of sale of the mortgaged property to be exercised by Vachel A. Downes, Jr., the Assignee of said mortgage, for the purpose of foreclosure, upon default in the terms of said mortgage.

2. That default having occured in the terms of said mortgage by reason of the non-payment of the interest to accrue under the terms of the promissory note secured by said mortgage at the times therein provided for the payment thereof, the subscriber proceeded to collect the amount due under said note by exercise of the Power of Sale contained in said mortgage.

3. That prior to the day of sale hereinafter mentioned, the subscriber filed with the Clerk of this Court, a bond duly approved by said Clerk, given to the State of Maryland, executed by himself and the U. S. Fidelity and Guaranty Company as surety in the penal sum of Ten Thousand Dollars ($10,000.00), containing the conditions required by law relative to the foreclosure of mortgages under the powers of sale contained therein, a certified copy of said bond being filed herein.

4. That thereafter the subscriber gave more than twenty (20) days previous notice of sale of the mortgaged property by advertisement of said sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publication thereof being filed with this report.

5. That pursuant to the advertised notice of sale, the subscriber did attend in front of the Court House Door, Town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 26, 1958, at 1:30 o'clock P. M. (D.S.T.) and then and there proceeded to make sale of the property so advertised for sale, in the following manner: the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by the subscriber, the subscriber then proceeded to offer at public sale at the time and place above-mentioned, to the highest bidder, by J. Elmer Anthony, Auctioneer, all of the real estate described in said advertisement of sale; and after said auctioneer had cried such sale for a considerable length of time, the subscriber, in execution of the power of sale contained in said mortgage, sold the property so offered unto W. Belbin Thomas and Virginia K. Thomas, his wife, as tenants by the entirety, they being then and there the highest bidder therefor, at and for the sum of Seven Thousand Five Thousand Five Hundred Dollars ($7,500.00).

6. That said purchasers have complied with the terms of the sale by paying unto the subscriber the sum of Five Hundred Dollars ($500.00) as required by the advertisement thereof, and the subscriber verily believes that said purchasers will pay the balance of the aforesaid purchase price, with interest thereon at the rate of six per centum (6%) per annum, upon final ratification of sale by this Court.

Respectfully submitted:

VACHEL A DOWNES JR
Assignee

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

I HEREBY CERTIFY, that on this 3rd day of Sept. 1958, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale made by him as Assignee, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

Filed Sept. 3, 1958

ASSIGNEE'S SALE
FILED September 3, 1958

ASSIGNEE'S SALE

OF

IMPROVED FEE SIMPLE

WATERFRONT PROPERTY

ON KENT ISLAND

QUEEN ANNE'S COUNTY

MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Harry C. Stettes to Samuel E. W. Friel and James R. Friel, Co-Partners, Trading as Friel Lumber Company, dated the 16th day of August, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29, folio 476, default having occurred in the performance of the terms 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 Tuesday, August 26, 1958 At 1:30 o'clock p.m. (D.S.T.)

ALL THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

ALL those three lots or parcels of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, known and designated as Lots Nos. 15, 16 and 17, Block E. of the First Section of Kent Island Estates, and being more particularly shown on a Plat of said lands intitled "Second Edition of the First Section of Kent Island Estates" by J. B. Metcalfe, Registered Surveyor, dated February, 1957, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1, folio 190.

BEING all the same lands conveyed unto the said Harry C. Stettes by the three following deeds: (1) Lot No. 15, Block E, from Everett A. Kangas and wife, dated the 26th day of May, 1955, and recorded among said Land Records in Liber T.S.P. No. 21, folio 567, (2) Lot No. 16 Block E, from Clarence R. Reip, dated the 10th day of August, 1955, and recorded among said Land Records in Liber T.S.P. No. 23, folio 346, and (3) Lot No. 17, Block E, from Erich Hilse and wife, dated the 1st day of August, 1956, and recorded in Liber T.S.P. No. 29, folio 474.

IMPROVEMENTS

The above property is improved by a substantially completed one (1) story brick dwelling house.

TERMS OF SALE

Cash upon ratification of sale of the Circuit Court for Queen Anne's County in Equity. State and county taxes, and insurance to be adjusted to the day of sale, and all title papers, deeds of conveyance, Revenue Stamps and recordation costs to be at the purchaser's expense.

A cash deposit of Five Hundred Dollars ($500.00) will be required of the purchaser on the day of sale, the balance of the purchase price to bear interest at six per centum (6%) per annum from the day of sale.

The property to be sold may be examined before the sale date upon application to Friel Lumber Company, Queenstown, Maryland.

VACHEL A. DOWNES, JR.
Assignee

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale in the case of Vachel A. Downes, Assignee vs. Harry C. Stettes 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 4 successive weeks before the 26th day of August, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of July 1958, and the last insertion on the 21st day of August, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By Miss Dee Nichols

Filed Sept. 3, 1958

ORDER NISI
FILED September 3, 1958

NISI

Vachel A. Downes, Jr., Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
Harry C. Stattes	:	NO. 4196

ORDERED, this 3rd. day of September, 1958, that the sale of real estate made and reporter in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 3rd. day of October next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 11th. day of September 1958, and ending on the 25th. day of September 1958.

The report states the amount of sales to be $7,500.00. .

T SORDEN PIPPIN Clerk

Filed: September 3, 1958

CERTIFICATE OF PUBLICATION OF
ORDER OF NISI
FILED October 3, 1958

NISI

Vachel A. Downes, Jr.,
Assignee

vs.

Harry C. Stettes

In The Circuit Court for
Queen Anne's County
In Equity
No. 4196

ORDERED, this 3rd day of September, 1958, that the sale of real estate made and reported in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 3rd day of October, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in sone newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 11th day of September, 1958, and ending on the 25th day of September, 1958

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By Emily Ann Dadds

Filed Oct. 3, 1958

STATEMENT OF MORTGAGE INDEBTEDNESS
FILED October 7, 1958

VACHEL A. DOWNES, JR., Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
HARRY C. STETTES	IN EQUITY No. 4196

* * * * * * * *

STATEMENT OF INDEBTEDNESS

PRINCIPAL OF MORTGAGE, DATED Aug. 16, 1956	$ 6000.00
INTEREST ON MORTGAGE, From August 16, 1956 to October 26, 1958, or sixty days after the date of sale (See Art. 66, Sec. 7A, 1951 Annotated Code of Md.); interest for two	

years, two months and ten days at 6%		$ 789.80	
For insurance premium on mortgaged premises, paid by Mortgagee, Glens Falls Policy No. 402, $10,000.00, dated Dec. 16, 1957, 1 year tern, Charles Schelberg Agency, Queenstown, Maryland	$ 36.00		
Less Return Premium to Mortgagee for cancellation of policy on Oct. 6, 1957	5.76	30.24	820.04
Total due to Mortgagee			$ 6820.04

RESPECTFULLY SUBMITTED:

VACHEL A DOWNES JR
Assignee

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY that on this 7th day of October, 1958, before me, the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., Assignee, and he did take oath in due form of law that the matters and facts set forth in the aforegoing Statement of Indegtedness are true and correct to the best of his knowledge, information and belief.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed Oct. 7, 1958

FINAL ORDER OF RATIFICATION
OF SALE
FILED October 7, 1958

FINAL ORDER OF
RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 7 th day of October, 1958, that the sale made and reported by Vachel A. Downes, Jr., Assigned, on the 26 th day of August, 1958, 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 directed by the preceeding Order Nisi; and the said Assignee is allowed the usual commissions under the rule of this Court and such proper expenses as he whall produce vouchers for to the auditor.

J De WEESE CARTER
Judge

Filed Oct. 7, 1958

AUDIT
FILED October 11, 1958

Vachel A. Downes, Jr.,
Assignee

vs.

Harry C. Stettes

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

No. 4196

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Vachel A. Downes, Jr., Assignee of Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of these proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of $225.90.

2. That in the within account, the vendor is charged with the proceeds of sale and interest which accured on the unpaid portion of the purchase price; and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the cost of advertising the notice of sale, the nisi of sale and the audit nisi to be passed as to this audit, taxes for 1957 and the vendor's share of 1958 taxes, the vendor's commissions for making the sale as well as his fee provided in the mortgage, the fee of your auditor for stating this account, and the balance was directed to be paid to said vendor as a partial payment of the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

October 11, 1958

Filed Oct. 11, 1958

Cause No. 4197

The proceeds of the sale of real estate reported in this cause, in account with Vachel A. Downes, Jr., Assignee of Mortgage of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1958 Aug. 26	By gross proceeds of the sale of land, per report of said vendor, to wit:	$7,500.00
	By interest on unpaid balance of purchase price for forty five days at legal rate, per terms of sale and vendor's settlement statement, to wit:	51.75
	By total proceeds of said sale, to wit:.....	$7,551.75

Dr.

To Vachel A. Downes, Jr., Assignee of Mortgage (and vendor), per terms of mortgate, as follows, to wit:			
1-His fee for his services	$100.00		
2.His commissions for making sale.....	527.59	$627.59	
To do., for an amount fue T. Sorden Pippin, Clerk, for court costs of this cause, per statement exhibited:			
1-Costs of Clerk.....	$ 28.25		
2-Appearance fee of Vachel A. Downes, Jr., Attorney	10.00	38.25	
To do., for an amount due Turner and Turner Agents, for the corporate Surety bond filed in this cause, per statement for same exhibited, to wit:.....		40.00	
To do., for an amount due J. Elmer Anthony, auctioneer, for crying said sale, per statement for same exhibited, to wit:.....		50.00	
To do., for an amount due Vacnel A. Downes, Jr., Attorney, for recording assignment of mortgage, to Vendor for foreclosure per terms of mortgage and receipt exhibited, to wit:.....		.75	
To do., for amount paid Charles E. Anthony, Sr., Treasurer, for State and County taxes on real estate sold in this cause, to wit:			
1-1957 taxes, per receipts exhibited.....	$43.20	69.76	
2-Vendor's share of 1958 taxes per receipts and statement exhibited....	26.56		

J THOMAS CLARK
Auditor.

October 11, 1958

To do., for amount paid Queen Anne's Record-Observer, per its receipts for the same exhibited, to wit:			
1-costs for prblishing advertisement of sale.....	$68.76		
2-costs for publishing misi of sale..	12.00	80.76	
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....		10.00	
To J. Thomas Clark, auditor, for stating this audit, the sum of.....		40.50	
To Vachel A. Downes, Jr., Assignee of Mortgage, as a partial payment on the indebtedness due under terms of the mortgage in the sum of $6820.04, as per statement of the mortgage indebtedness filed in this cause, the balance or the sum of.....		6594.14	
		$7551.75	$7,551.75

J THOMAS CLARK
Auditor

October 11, 1958

Filed Oct. 11, 1958

NISI RATIFICATION OF AUDIT
FILED October 11, 1958

NISI RATIFICATION OF AUDIT

Vachel A. Downes, Jr., Assignee	In the Circuit Court
vs.	for Queen Anne's County
	In Equity
Harry C. Stettes	Cause No. 4196

ORDERED, This 11th. day of October in the year nineteen hundred and fifty eight, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th. day of November, 1958; provided a copy of this order be published once a week in each of two successive weeks before the 31st. day of October, 1958, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed October 11, 1958

CERTIFICATE OF PUBLICATION
AUDIT NISI
FILED November 20, 1958

NISI RARIFICATION OF AUDIT
Vachel A. Downes, Jr., Assignee
vs.
Harry C. Stettes

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

Cause No. 4196

ORDERED, This 11th day of October in the year nineteen hundred and fifty-eight, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of November,1958; provided a copy of this order be published once a week in each of two successive weeks before the 31st day of October, 1958,in some newspaper printed and published in Queen Anne's County.
Filed: October 11, 1958

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 19, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nise Ratification of Audit in the case of Vachel A. Downes, Jr., Assignee Vs. Harry C. Stettes 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 2 successive weeks before the 31st day of October, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of October 1958, and the last insertion on the 23rd day of October, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

Filed Nov. 20, 1958

By EMILY ANN DADDS

FINAL RATIFICATION OF AUDIT
FILED November 26, 1958

VACHEL A. DOWNES, JR. Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
HARRY C. STETTES	IN EQUITY No. 4196

*****

FINAL RATIFICATION OF AUDIT

ORDERED this 26th day of November, 1958, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the REPORT and ACCOUNT filed in these proceedings by J. Thomas Clark, Auditor, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi, and Vachel A. Downes, Jr., Assigneee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS J. KEATING JR.
Judge

Filed Nov. 26, 1958

::::::::::::::::::::::::::::::::::::
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 this Third day of November, in the year nineteen hundred and fifty-four, the following Creditors' Bill for Payment Of Debts was filed for record, to wit:

Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., Frederick, Maryland	*	IN THE
	*	CIRCUIT
PLAINTIFFS		
vs.		COURT
Mary McCollister, Administratrix of the Estate of J. G. McCollister, deceased, and	*	FOR
Mary McCollister, individually, Josephine D. McCollister, Ann H. McCollister	*	QUEEN ANNE'S
5319 Glenwood Road, Bethesda, Montgomery County, Maryland; and	*	COUNTY
Jean McC. Hammil and James Edward Hammil, her husband, 3430 7th St., Port Arthur, Jefferson County, Texas	*	IN
		EQUITY NO.
DEFENDANTS	*	3961

****

CREDITORS' BILL FOR PAYMENT OF DEBTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, who sues as well for itself as for all other creditors of Jay Gould McCollister, late of Frederick County, deceased, who will come in and contribute to the expenses of this suit, complaining says:

(1) That the said Jay Gould McCollister, also known as J. G. McCollister, was, in his lifetime, indebted unto your Orators, Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C.Summers and Co., in the full and just sum of $2447.93 as will be seen by reference to a certified copy of a certain short copy of the original judgment issued out of the Circuit Court for Queen Anne's County wherein your Orators are Plaintiffs and Mary McCollister and Mary McCollister, Administratrix of the Estate of J. G. McCollister, are Defendants, filed hwerewith as part hereof and marked "Exhibit A".

(2) That the said Jay Gould McCollister, being so indebted as aforesaid unto your Orator and also unto eivers other persons, and having real and personal estate of great value, departed this life on or about the 14th day of June, 1953, intestate, and left surviving him his widow, the said Mary McCollister, whose address is 5319 Glenwood Road, Bethesda, Montgomery County, Maryland, and the following three named children as his only heirs at law, viz.:

a. Josephine Duvall McCollister, unmarried, residing at 5319 Glenwood Road, Bethesda, Montgomery County, Maryland;

b. Ann H. McCollister, unmarried, residing at 5319 Glenwood Road, Bethesda, Montgomery County, Maryland; and

c. Jean McC. Hammil, who is intermarried with the Defendant James Edward Hammil, residing at 3430 7th Street, Port Arthur, Texas.

All of these persons in interest are of full legal age and are competent.

(3) That administration of all and singular the personal estate of the said Jay Gould McCollister has been lately granted by the Orphans' Court for Frederick County to the said Mary McCollister, widow, aforesaid, who, in virtue thereof, has possessed herself of the said personal estate of said Jay Gould McCollister and said Administratrix has caused to be filed in the Orphans' Court for Queen Anne's County an inventory of all the real estate of which her decedent died seized and possessed in Queen Anne's County, a certified copy of said inventory being filed herewith as part hereof and marked "Exhibit B", and which said real estate is more particularly described as follows:

All that lot of land in the 2nd Election District of Queen Anne's County on the left of the Main Street leading through the town of Church Hill toward Chestertown, nearly opposite the Methodist Episcopal Church adjacent on the north side the property now or formerly of Mary F. Clough et al, on the south the property now or formerly of Mrs. Belle Riggins, on the west the property now or formerly of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about 40 feet with a depth back therefrom of about 302 feet and 4 inches.

BEING the same real estate which was conveyed to the said Jay Gould McCollister, also known as J. G. McCollister, or Jay G. McCollister, by two certain deeds recorded among the Land Records for Queen Anne's County aforesaid as follows: (1) dated the 7th day of May, 1914, and recorded in Liber W.F.W. No. 5, folio 200, etc., from Mary F. Clough et al, and (2) dated the 15th day of April, 1927, and recorded in Liber B.H.T. No. 6, folio 490, etc., from Dorell Brown and others. Certified copies of said deeds are filed herewith as a part hereof and marked "Exhibit C" and "Exhibit D".

(4) That your Orators are informed and believe that said personal estate is not sufficient to discharge all of the just debts due and owing by the said intestate,

J. G. McCollister, at the time of his death, but they are advised that the same, now in the hands of the said Mary McCollister, Administratrix, ought to be applied to the payment of the claims of your Orators and other creditors, so far as the same will extend, and that any deficiency in said personal estate ought to be supplied by the sale of all, or such part as may be necessary, of the real estate of their aforesaid debtor.

(5) That the said Mary McCollister, Administratrix, has refused to pay any part of their aforesaid claim, or to render unto them any account of the aforesaid personal estate in her hands.

TO THE END, THEREFORE:

A. That the said Mary McCollister, Administratrix as aforesaid, be required to answer the Special Interrogatories hereto appended under oath.

B. That an account may be taken, under the direction of this Court, of the said debts, so as aforesaid due your Orators and of all other debts which were owing by said intestate at the time of his death, and which still remain unpaid; and also of the personal estate and effects of the said intestate received by or for the use of the said Mary McCollister as Administratrix aforesaid.

C. That the said personal estate may be applied in due course of administration in payment of the debts of the intestate due to your Orators and all other creditors who may come in and contribute to the expenses of this suit.

D. That the said real estate of the said J. G. McCollister, deceased, or so much thereof as may be necessary for the purpose may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid.

E. That your Orators may have such other and further relief as their case might require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators the order of publication giving notice to the said Jean McC. Hammil and James Edward Hammil, both of the State of Texas, who are non-residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by Solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

AND AS IN DUTY BOUND, etc.

PRESTON P. HECK
Solicitor for Complainants

Filed Nov. 3, 1954

SPECIAL INTERROGATORIES
Filed Nov. 3, 1954

HARRY C. SUMMERS, etc., et al,	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	FOR
vs.		QUEEN ANNE'S COUNTY
MARY McCOLLISTER, ADMINISTRATRIX, etc., et al	*	
DEFENDANTS	*	EQUITY NO. 3961
	*	

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INTERROGATORIES TO BE ANSWERED BY THE DEFENDANT, MARY McCOLLISTER, ADMINISTRATRIX OF THE ESTATE OF J. G. McCOLLISTER, DECEASED.

Interrogatory No. 1: State what personal estate of your intestate, J. G. McCollister, has come into your hands, and the amount and particulars thereof.

Interrogatory No. 2: What part of such personal estate is now in your hands, and how much thereof has been disposed of in payment of your intestate's debts, or otherwise, and to whom were such payments made?

Interrogatory No. 3: What debts of your intestate remain unsatisfied, and to what amount?

Respectfully Submitted,

PRESTON P. HECK

Attorney for Plaintiffs,
Chestertown, Maryland

Filed Nov. 3, 1954

EXHIBIT "A"
Filed Nov. 3, 1954

Exhibit "A"

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

July Term, 1954

T.W. Claggett B.B. Rosenstock	Harry C. Summers, Harry Warren Summers and William E. Summers, Trading as H. C. Summers & Co.	Filed Oct. 4, 1954. Transcript of judgment from Circuit Court for Frederick County.
No. 809	Clerk $2.00 Pd. 10/4/54	No. 17 Trials February Term, 1954 Action in Assumpsit Rule Replication 1954 March 22, Judgment confessed by Attorneys for Defendant, Mary McCollister, Administratrix of the Estate of J.G. McCollister, Deceased, in favor of Plaintiffs and against the Defendant, Mary McCollister, Administratrix of the Estate of J.G. McCollister, Deceased, for the sum of Two Thousand Four Hundred Forty-seven Dollars and Ninety-three Cents, with interest from date and costs of suit, and Judgment entered in favor of Defendant, Mary McCollister.
R.E.Clapp,Jr. H.S. Felton	Mary McCollister and Mary McCollister, Administratrix of the Estate of J. G. McCollister, Deceased made Party Defendant, January 8, 1954	

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

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

SEAL.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this Twentieth day of October in the year of our Lord, ninteen hundred and fifty-four.

T. SORDEN PIPPIN
Clerk of the Circuit for Queen Anne's County.

Filed Nov. 3, 1954

EXHIBIT B"
Filed Nov. 3, 1954

A TRUE AND PERFECT INVENTORY of all and singular the Real Estate of Jay Gould McCollister late of Frederick County deceased, appraised by the subscribers, Emmert R. Bowlus and Raymond L. Kelly jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to Appraisers and certified thereon and hereto annexed:

ALL that lot or part of a tract of land situate in the Second Election District of Queen Anne's County, Maryland, on the left of the Main Street leading through Church Hill to Chestertown, nearly opposite the Methodist Episcopal Church, adjoining on the North side the property of Sarah R. and Mary A. Clough, on the South side the property of Mrs. Belle Riggins, on the West the property of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about forty feet with a depth back therefrom of about two hundred and three feet, four inches, and being the same property which was conveyed to the said Dorell Brown, Evelyn Bastian, Carroll McCollister, Jay G. McCollister and Milton McCollister, as tenants in common by deed from Mary A. and Sarah A. Clough, dated May 7th. 1914, and recorded in Liber W.F.W. No. 5, folios 200 &c., a land record book for Queen Anne's County and being also the same property in which the one-fifth interest of Milton M. McCollister was conveyed to Carroll McCollister by Sanford E. Spry, late Sheriff of Queen Anne's County, by deed dated the thirtieth day of March, nineteen hundred and twenty seven and recorded among the land record books for Queen Anne's County, to which said deed and the reference therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging or in any wise appurtaining. $ 3,500.00

For further title reference see Liber B.H.T. No. 6, folio 490 etc., a Land Record Book for Queen Anne's County.

WE, the subscribers, do certify that the aforegoing is a just and true Inventory and valuation of all and singular the Real Estate of the said Jay Gould McCollister deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness our hands and seals this 24th day of March in the year of our Lord one thousand nine hundred and fifty-four.

EMMERT R. BOWLUS (Seal)
RAYMOND L. KELLY (Seal) } Appraisers.

STATE OF MARYLAND, FREDERICK COUNTY, Sct.;

Be it Remembered and it is hereby Certified, That on this 24th day of March in the year of our Lord one thousand nine hundred and fifty-four personally appeared Mary C. McCollister, Administratrix of Jay Gould McCollister late of Frederick County, deceased, and made oath in due form of law, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of Jay Gould McCollister deceased, that has come to her hands and possession at the time of the making thereof, and that what has since or shall hereafter come to her hands and possession she will return an additional Inventory thereof, that she knows of no concealment of any part or parcel of the said deceased's estate, by any person or persons whatsoever, and that if she should hereafter discover any concealment, or suspect any to be, she will acquaint the Orphans' Court, or the Registee of Wills, with such concealment, or cause of suspicion, so that it may be inquired into according to law.

TEST:

HARRY D. RADCLIFF
Register of Wills for Frederick County.

HARRY D. RADCLIFF
Register of Wills for
Frederick County, Md.

Place of SEAL

STATE OF MARYLAND,
Frederick County, ss.

I, HARRY D. RADCLIFF, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Frederick County, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of the Inventory of Real Estate of Jay Gould McCollister late of said county deceased, taken from Liber H.D.R. No. 1 Folio 389 one of the Inventory Books kept in the office of the Register of Wills for Frederick County.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 24th day of March, in the year of our Lord nineteen hundred and fifty-four.

Place of SEAL

Harry D. Radcliff
Register of Wills for Frederick County.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of CERTIFIED COPY (from Frederick County) of the Real Estate of Jay Gould McCollister, late of Frederick County, deceased, as filed in this office on April 9th, 1954 and recorded in Liber E.E.C. No. 1 Folio 51, etc. in Record Book of Real Estate Inventories 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 4th day of November 1954.

ORPHANS' COURT SEAL.

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

Filed Nov. 3, 1954

"EXHIBIT C"
Filed Nov. 3, 1954

#4299. Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the fourteenth day of May in the year nineteen hundred and fourteen the following DEED was brought to be recorded, to wit:-

T H I S D E E D of Conveyance made this 7th. day of May, in the year nineteen hundred and fourteen, by Mary A. Clough and Sarah R. Clough, both of Queen Anne's County, in the State of Maryland,

WITNESSETH: that for and in consideration of the sum of thirteen hundred dollars ($1300.00), the receipt of which is hereby acknowledged, the said Mary A. Clough and Sarah R. Clough do hereby grant and convey unto Milton McCollister, Dorell Brown, Evelyn Bastian of Wilmington, Delaware, Jay G. McCollister of Baltimore, Maryland and Carroll McCollister of Queen Anne's County, State of Maryland, their heirs and assigns as tenants in common in fee simple,

ALL of that lot, tract, parcel or part of a tract of land, situate, lying and being in the second election district of Queen Anne's County aforesaid, on the left of the main street leading through the town of Church Hill toward Chestertown, nearly opposite the Methodist Episcopal Church, adjoining on the north side the

property of these grantors, on the south the property of Mrs. Belle Riggins, on the west the property of Mrs. Harry Gould, the property hereby conveyed having a frontage on said main street of about forty feet with a depth back there from of about two hundred and three feet and four inches, this being the same property described in a deed of conveyance from Eugene Foster to Mary A. Clough said deed bearing date the eighteenth day of June, in the year nineteen hundred and three and being recorded among the land records for Queen Anne's County aforesaid in Liber J.E.G. No. 5, folio 162 etc.,; to which saiddeed and the references therein contained, reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all of the buildings and improvements thereon erected, all rights, roads, ways, waters, alleys, privileges and advantages thereunto attached or in any wise appertaining.

AND the said Mary A. Clough and Sarah R. Clough do hereby warrant the title to the land hereby conveyed specially and covenant to execute such further assurances of title as may be requisite.

Witness the hands and seals of the said grantors.

Test:- MARY A. CLOUGH. (SEAL)

James E. Johns. SARAH R. CLOUGH. (SEAL)

STATE OF MARYLAND.

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this seventh day of May, in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, there personally appeared Mary A. Clough and Sarah R. Clough and did each acknowledge the aforegoing deed of conveyance to be their respective act.

JAMES E. JOHNS. J. P.
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.F.W. No. 5, 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 Third day of November in the year nineteen hundred and fifty-four.

SEAL.

T. SORDEN PIPPIN
CLERK

"EXHIBIT D"
Filed Nov. 3, 1954

;;;;;;;;;;;;;;;;::::::::::::::::::::::::::
#12,426. Q U E E N A N N E ' S C O U N T Y, T O W I T: Be it remembered that on the Fourth day of May, in the year nineteen hundred and twenty seven, the following Deed was brought to be recorded, to wit:

This Deed, made this 15th. day of April, in the year nineteen hundred and twenty seven by Dorrell Brown and Frank Brown, her husband, and Evelyn Bastian and Joseph W. Bastian, her husband, all of the City of Wilmington, State of Delaware, and Carroll McCollister, of Queen Anne's County, State of Maryland, Witnesseth:-

THAT IN CONSIDERATION of the sum of seven hundred dollars, the receipt of which is hereby acknowledged, the said Dorell Brown and Frank Brown, her husband, and Evelyn Bastian and Joseph W. Bastian, her husband, and Carroll McCollister do hereby grant and convey unto Jay G. McCollister, his heirs and assigns, in fee simple, all their undivided four one-fifths interests of, in and to all that lot or part of a tract of land situate in the Second Election District of Queen Anne's County, Maryland, on the left of the Main Street leading through Church Hill to Chestertown, nearly opposite the Methodist Episcopal Church, adjoining on the North side the property of Sarah R. and Mary A. Clough, on the South side the property of Mrs. Belle Riggins, on the West the property of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of About forty feet with a depth back therefrom of about two hundred and three feet, four inches, and being the same property which was conveyed to the said Dorell Brown, Evelyn Bastian, Carroll Mc Collister, Jay G. McCollister and Milton McCollister, as tenants in common by deed from Mary A. and Sarah R. Clough, dated May 7th. 1914, and recorded in Liber W.F.W. No. 5, folios 200 &c., a land record book for Queen Anne's County and being also the same property in which the one-fifth interest of Milton M. McCollister was vonveyed to Carroll McCollister by Sanford E. Spry, late Sheriff of Queen Anne's County, by deed dated the thirtieth day of March, nineteen hundred and twenty seven and recorded among the land record books for Queen Anne's County, to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging or in any wise appurtaining.

AND the said Dorell Brown, Evelyn Bastian and Carroll McCollister hereby covenants that they will warrant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

WITNESS their hands and seals.

Test as to
Dorrell Brown and
Brown, her husband:

J. Oakley Griffith.

Test as to Evelyn Bastian
and Bastian, her husband:

J. Oakley Griffith.

Test as to Carroll McCollister:

Lula L. Massey.

Dorell Brown (SEAL)

Frank Brown (SEAL)

Evelyn Bastian (SEAL)

Joseph W. Bastian (SEAL)

Carroll McCollister (SEAL)

STATE OF DELAWARE, CITY OF WILMINGTON, TO WIT:-

I hereby certify that on this Fifteenth day of April, in the year nineteen hundred and twenty seven, before me, the subscriber, a notary Public of the State of Delaware, in and for the City of Wilmington, duly commissioned and qualified, personally appeared Dorell Brown and Frank Brown, her husband, and Evelyn Bastian and Joseph W. Bastian, her husband, anddid each acknowledge the aforegoing deed to be their respective act and deed.

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

Notary
Public
Seal.

J. Oakley Griffith

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

I hereby certify that the aforegoing was truly taken and copied from Liber B.H.T. No. 6, folios 490 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Third day of November in the year nineteen hundred and fifty-four.

SEAL.

ORDER OF PUBLICATION
Filed Nov. 3, 1954

HARRY C. SUMMERS, etc.,	*	IN THE CIRCUIT
PLAINTIFFS	*	COURT FOR
vs.	*	QUEEN ANNE'S
MARY McCOLLISTER, etc.,	*	COUNTY
DEFENDANTS	*	EQUITY NO. 3961

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ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain real estate in Queen Anne's County, Maryland, of which J. G. McCollister, late of Frederick County, Maryland, deceased, died seized and possessed, and from the proceeds of sale to pay the claims of the creditors of said decedent.

The Bill states:

(1) That the said Jay Gould McCollister, also known as J. G. McCollister, was, in his lifetime, indebted unto your Orators, Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers and Co., in the full and just sum of $2447.93 as will be seen by reference to a certified copy of a certain short copy of the original judgment issued out of the Circuit Court for Queen Anne's County wherein your Orators are Plaintiffs and Mary McCollister and Mary McCollister, Administratrix of the Estate of J. G. McCollister, are Defendants, filed herewith as part hereof and marked "Exhibit A".

(2) That the said Jay Gould McCollister, being so indebted as aforesaid unto your Orator and also unto divers other persons, and having real and personal

estate of great value, departed this life on or about the 14th day of June, 1953, intestate, and left surviving him his widow, the said Mary McCollister, whose address is 5319 Glenwood Road, Bethesda, Montgomery County, Maryland, and the following three named children as his only heirs at law, viz.:

a. Josephine Duvall McCollister, unmarried, residing at 5319 Glenwood Road, Bethesda, Montgomery County, Maryland;

b. Ann H. McCollister, unmarried, residing at 5319 Glenwood Road, Bethesda, Montgomery County, Maryland; and

c. Jean McC. Hammil, who is intermarried with the Defendant James Edward Hammil, residing at 3430 7th Street, Port Arthur, Texas.

All of these persons in interest are of full legal age and are competent.

(3) That administration of all and singular the personal estate of the said Jay Gould McCollister has been lately granted by the Orphans' Court for Frederick County to the said Mary McCollister, widow, aforesaid, who, in virtue thereof, has possessed herself of the said personal estate of said Jay Gould McCollister and said Administratrix has caused to be filed in the Orphans' Court for Queen Anne's County an inventory of all the real estate of which her decedent died seized and possessed in Queen Anne's County, a certified copy of said inventory being filed herewith as part hereof and marked "Exhibit B" and which said real estate is more particularly described as follows:

All that lot of land in the 2nd Election District of Queen Anne's County on the left of the Main Street leading through the town of Church Hill toward Chestertown, nearly opposite the Methodist Episcopal Church adjacent on the north side the property now or formerly of Mary F. Clough et al, on the south the property now or formerly of Mrs. Belle Higgins, on the west the property now or formerly of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about 40 feet with a depth back therefrom of about 203 feet and 4 inches.

BEING the same real estate which was conveyed to the said Jay Gould McCollister, also known as J. G. McCollister, or Jay G. McCollister, by two certain deeds recorded among the Land Records for Queen Anne's County aforesaid as follows:

(1) dated the 7th day of May, 1914, and recorded in Liber W.F.W. No. 5, folio 200, etc., from Mary F. Clough et al, and (2) dated the 15th day of April, 1927, and recorded in Liber B.H.T. No. 6, folio 490, etc., from Dorell Brown and others. Certified copies of said deeds are filed herewith as a part hereof and marked "Exhibit C" and "Exhibit D".

(4) That your Orators are informed and believe that said personal estate is not sufficient to discharge all of the just debts due and owing by the said intestate, J. G. McCollister, at the time of his death, but they are advised that the same, now in the hands of the said Mary McCollister, Administratrix, ought to be applied to the payment of the claims of your Orators and other creditors, so far as the same will extend, and that any deficiency in said personal estate ought to be supplied by the sale of all, or such part as may be necessary, of the real estate of their aforesaid debtor.

(5) That the said Mary McCollister, Administratrix, has refused to pay any part of their aforesaid claim, or to render unto them any account of the aforesaid personal estate in her hands.

IT IS THEREUPON this 3rd day of November, 1954, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Plaintiffs by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, once in each of four successive weeks before the 4th day of December, 1954, 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 20th day of December, next, to show cause, if any they have, why a decree ought not to be passed as prayed.

T. SORDEN PIPPIN
CLERK

Filed Nov. 3, 1954

CERTIFICATE OF PERSONAL SERVICE
Filed Nov. 15, 1954

HARRY C. SUMMERS, etc.,	*	IN THE CIRCUIT
PLAINTIFFS	*	COURT
vs.	*	FOR
MARY McCOLLISTER, etc., et al	*	QUEEN ANNE'S COUNTY
DEFENDANTS	*	IN EQUITY NO. 3961
	*	

****

STATE OF TEXAS, JEFFERSON COUNTY, to wit:

THIS IS TO CERTIFY THAT I, N. J. REESE, did personally serve the aforegoing Order of Publication and Notice on Jean McC. Hammil and James Edward Hammil, her husband, two of the Defendants in the above entitled case, and that at the same time I left a copy of said Order of Publication with each of them, and that such Order of Publication and Notice was served upon the said Jean McC. Hammil and James Edward Hammil, her husband, at or about the hour of 11^{30} A.M., on the 10th day of November, 1954, at 3430 7th Street, Port Arthur, State of Texas.

N. J. REESE

SUBSCRIBED AND SWORN TO
BEFORE me this 10th day
of November, 1954.

BETTY GINDAY
Notary Public
PLACE OF
SEAL.

Attached to the aforegoing certificate is a certified copy of the original Order of Publication.

SUBPOENA
Filed Nov. 19, 1954

THE STATE OF MARYLAND

SEAL'S PLACE.

QUEEN ANNE'S COUNTY, TO WIT:

TO Ann H. McCollister
5319 Glenwood Road
Bethesda
Montgomery County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., Frederick, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st day of November, 1954.

Issued the 3rd day of November, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Preston P. Heck

Address Chestertown, Maryland

T. SORDEN PIPPIN Clerk

And on the back of the aforegoing Subpoena are the following endorsements, to wit:

Received 8th day of Nov. 1954 and forthwith deliver to the Sheriff of Montgomery County.

C. K. WATKINS
Clerk

Sheriff's Office
Received Nov. 8, 1954
Montgomery County, Md.

Served the within Subpoena by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with Ann H. McCallister this 16th day of Nov. 1954.

CHAS. S. LAWRENSON
Sheriff

SUBPOENA
Filed Nov. 19, 1954

THE STATE OF MARYLAND

PLACE OF SEAL.

QUEEN ANNE'S COUNTY, TO WIT:

TO Mary McCollister, Administratrix of the Estate of J. G. McCollister, deceased
5319 Glenwood Road
Bethesda
Montgomery County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., Frederick, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st day of November, 1954.

Issued the 3rd day of November, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Preston P. Heck — T. SORDEN PIPPIN, Clerk

Address Chestertown, Maryland

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

Received 8th Day of Nov. 1954 and forthwith deliver to the Sheriff of Montgomery County.

C. K. WATKINS
Clerk

Sheriff's Office
Received Nov. 8, 1954
Montgomery County, Md.

Served the within Subpoena by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with Mary McCollister this 16th day of Nov. 1954.

Chas. S. Lawrenson
Sheriff

SUBPOENA
Filed Nov. 19, 1954

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

PLACE OF SEAL.

TO Mary McCollister, individually
5319 Glenwood Road
Bethesda
Montgomery County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., Frederick, Maryland against you exhibited in the Circuit Court for Queen Anne's County, Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st day of November, 1954.

Issued the 3rd day of November, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Preston P. Heck — T. SORDEN PIPPIN, Clerk

Address Chestertown, Maryland

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

Received 8th day of Nov. 1954 and forthwith deliver to the Sheriff of Montgomery County.

C. K. WATKINS
Clerk

Sheriff's Office
Received Nov. 8, 1954
Montgomery County, Md.

Served the within Subpoena by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with Mary McCollister this 16th day of Nov. 1954.

CHAS. S. LAWRENSON
Sheriff

SUBPOENA
Filed Nov. 19, 1954

THE STATE OF MARYLAND

PLACE OF SEAL. QUEEN ANNE'S COUNTY, TO WIT:

TO Josephine D. McCollister
5319 Glenwood Road
Bethesda
Montgomery County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., Frederick, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st day of November, 1954.

Issued the 3rd day of November, 1954

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Preston P. Heck T. SORDEN PIPPIN, Clerk

Address Chestertown, Maryland

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

Received 8th Day of Nov. 1954 and forthwith deliver to the Sheriff of Montgomery County.

C. K. WATKINS
Clerk

Sheriff's Office
Received Nov. 8, 1954
Montgomery County, Md.

Served the within Subpoena by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with Josephine D. McCollister this 16th day of Nov. 1954.

CHAS. S. LAWRENSON
Sheriff

ORDER TO ENTER APPEARANCE
Filed Dec. 6, 1954

Harry C. Summers, et al
vs.
Mary McCollister, Adm.
et al

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

No. 3961

Mr. T. S. Pippin

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

You will please enter the appearance of John Palmer Smith & James E. Thompson, Jr. for the Defendants.

JAMES E. THOMPSON, JR.
Attorney for Defendants

ANSWER
Filed Jan. 6, 1955

HARRY C. SUMMERS, et. al.		IN THE
vs		CIRCUIT COURT
MARY MCCOLLISTER, Administratrix of the Estate of J. G. McCollister, deceased, et. al.		FOR
		QUEEN ANNE'S COUNTY
		IN EQUITY No. 3961

* * * * * * * * *

ANSWER

The Joint and Several Answer of Mary McCollister, Administratrix of the Estate of J. G. McCollister, deceased, and Mary McCollister, individually, Josephine D. McCollister, Ann H. McCollister, Jean McC. Hammil, and James Edward Hammil, all adults, to the Bill of Complaint of the Complainants above named, against them in this Court exhibited:

These Defendants, all adults, admit the matters and facts set forth in said Bill of Complaint and do each consent to the passage of such decree or order as may be passed in the premises that may be right and proper, and that the decree of sale for any property thereunder shall provide for their representation by having their Solicitors made co-trustees.

And as in duty bound, etc.,

JOHN PALMER SMITH
John Palmer Smith

JAMES E. THOMPSON, JR.
James E. Thompson Jr.
Solicitors for Respondents

I hereby certify that a copy of the above answer was served on Preston P. Heck, Solicitor for Complainants, by mailing a copy of the same to his law office at Chestertown, Maryland, this 6th day of January, 1955.

JAMES E. THOMPSON JR.
James E. Thompson Jr.

Filed Jan. 6, 1955

TESTIMONY
Filed Feb. 1, 1955

Harry C. Summers, etc.	*	In the Circuit Court for
vs.	*	Queen Anne's County
Mary C. McCollister, Administratrix, etc., et al	*	Equity
	*	No. 3961
	*	

****

TESTIMONY

The above cause being at issue and notice having been given by Solicitors for the Complainant of a desire to take testimony in the same, and notice having been duly given to the Attorney for Defendants, I, Harry C. Butler, Standing Examiner of said Court, assigned Wednesday, January 12, 1955, at 2:00 o'clock, p.m., at my office on Lawyer's Row, Centreville, Maryland, as the time and place for the examination of witnesses in said cause, due notice having been given to the Solicitors for the respective parties, at which last mentioned time and place I attended, and proceeded in the presence of the Solicitors for the Complainant to take the following depositions:

- - - - - - - -

Appearances:

Preston P. Heck and T. West Claggett - Solicitors for Complainant

John Palmer Smith - Solicitor for Defendants

Harry C. Summers, a witness of lawful age, being duly sworn, deposes and says as follows:

(Mr. Heck)

Q: Give your name, address and occupation.

A: Harry C. Summers, Jefferson, Maryland, and I am a partner of H. C. Summers & Company.

Q: And you are one of the Plaintiffs in this case?

A: Yes.

Q: Did you know the late Jay Gould McCollister?

A: Yes sir, well.

Q: Was he known by any other name than Jay Gould McCollister?

A: I have always known him as J. G. McCollister.

Q: When did he die?

A: June 14, 1953.

Q: Where did he die?

A: He died at his home in Burkittsville, Frederick County, Md.

Q: State whether or not administration was had on his personal estate in the Orphans' Court for Frederick County, Maryland?

A: Yes.

Q: Who was the Administratrix of his Estate?

A: His wife, Mary C. McCollister.

Q: Whom did he leave surviving him?

A: Besides his widow, Mary C. McCollister, he left three children, viz., Ann H. McCollister, who is single, residing at 5319 Glenwood Road, Bethesda, Maryland; Josephine D. McCollister, who is also unmarried, and lives at the same address; and Jean McCollister Hammil, who is married to James Edward Hammil and who lives at 3430 7th Street, Port Arthur, Texas.

Q: Are all of these survivors of age and competent?

A: Yes.

Q: You are of the Plaintiffs in this case. State whether or not J. G. McCollister was indebted to the firm of Harry C. Summers & Company?

A: Yes, he was.

Q: In what amount?

A: $2447.93.

Q: Did your firm, which is plaintiff in this case, reduce that claim to judgment against the Decedent?

A: Yes, the suit was started before his death, and actually the judgment was not entered until after his death, but it was also entered against his Administratrix, who after his death was made a party defendant to the proceedings which were had in the Circuit Court for Frederick County.

Q: State whether or not the estate of the decedent, J. G. McCollister, was sufficient to pay the claims of creditors?

A: No.

(Certified copy of First and Final Administration Account of Mary McCollister, Administratrix of the Goods and Chattels of J. Gould McCollister, late of Frederick County, deceased, filed herewith and marked "Plaintiff's Exhibit No. 1". Also, a certified copy of the Petition of Mary C. McCollister for Letters of Administration on the Estate of J. Gould McCollister filed herewith and marked "Plaintiff's Exhibit No. 2".)

Q: Did the Decedent own any real estate at the time of his death?

A: Yes, I understand that he owned a parcel of real estate which is located on Main Street, opposite the Methodist Church, in Church Hill, Queen Anne's County, Maryland, 40 feet across the front and 203 feet deep, improved by two story dwelling house in just fair condition. I understand also that there are no modern improvements in this house except electric.

Q: What, in your opinion, is the value of this property?

A: I understand that it has been appraised at $3500.00 by Emmert R. Bowlus and Raymond L. Kelley, and I know them to be competent to make an appraisement of real estate. One is an auctioneer and one is a clerk. They are both in the real estate business.

Q: Do I understand that the Administratrix of this Estate has failed or refused to pay any part of the claim which was filed by you in the Orphans' Court for Frederick County in the matter of the Estate of J. G. McCollister?

A: Yes.

Q: Is it your desire that the real estate that you have described and which was owned by the Decedent be sold in order to satisfy the claim that you have asserted in the amount of $2447.93, and the claims of other creditors that might be exhibit--ed in these proceedings, from the proceeds of sale?

A: Correct.

- - - - - -

Harry Warren Summers, a witness of lawful age, produced on behalf of the Plaintiff, being duly dworn, deposes and says as follows:

(Mr. Heck)

Q: What is your name, address and occupation?

A: Harry Warren Summers, Jefferson, Frederick County, Maryland, and I am a partner in the firm of Harry C. Summers & Company.

Q: Do you know the Defendants in this case?

A: Yes, they are the widow and heirs at law of J. Gould McCollister, who died June 14, 1953, and against whom H. C. Summers & Company had substantial claim in the amount of $2447.93, which was reduced to judgment in the Circuit Court for Frederick County, and a certified copy of which is filed as an exhibit in these proceedings.

Q: Was administration had on the Estate of J. G. McCollister in Frederick County?

A: Yes, we filed our claim in the Orphans' Court and there wasn't any money to pay any claims of creditors. We didn't get paid, and we filed these proceedings here against the real estate of Decedent so that the real estate can be sold and we can be paid the amount of our claim from the proceeds of sale.

Q: What real estate, if any, did Decedent own?

A: I understand that he owned this residence property at Church Hill, Maryland, and that the property has been appraised for $3500.00 by two appraisers, and this Exhibit 2 that we have filed in these proceedings is a certified copy of that appraisement of the real estate.

Q: I understand then that it is your desire that the real estate be sold so that your claim in particular, and the claims of creditors in general, can be paid?

A: Yes.

- - - - - - -

No other witnesses being named or produced to me, I then, at the request of the Solicitor for the Complainant, closed the depositions taken in said cause, and herewith return them closed under my hand and seal this 12 day of January, 1955.

I hereby certify that pursuant to General Equity Rule 38A I remained in the same room with the witnesses throughout the taking of the above testimony; that in addition to the examination of counsel, I either examined the witnesses as indicated by questions asked by me, or in the absence of such examination, I certify that in my opinion such examination was unnecessary, and I further certify that there were no irregularities or unusual circumstances in the taking of the testimony or the conduct of the proceedings.

I hereby certify that the reading and signing of the testimony in these proceedings were waived by the witnesses and by the solicitors for the respective parties.

HARRY C. BUTLER (SEAL)
Examiner

STATEMENT OF COSTS

Harry C. Butler, Examiner	$10.00
Esther L. Cohey, Stenographer	5.00

HARRY C. BUTLER (SEAL)
Examiner

CERTIFIED COPY OF THE FIRST AND FINAL ADMINISTRATION ACCOUNT.

Filed Feb. 1, 1955

ESTATE #5487

THE FIRST AND FINAL ADMINISTRATION ACCOUNT OF MARY C. McCOLLISTER, ADMINISTRATRIX OF THE GOODS AND CHATTELS OF JAY GOULD McCOLLISTER, LATE OF

FREDERICK COUNTY, DECEASED.

This accountant charges herself with the amount of an Inventory of Stocks and Bonds returned by her on the 13th day of July, 1953	$ 12.50	
And with the amount of an Inventory of Personal Property returned by her on the 13th day of July, 1953	1,973.50	
And with the amount of an Inventory of Current Money returned by her on the 25th day of June, 1954	102.96	
And with the amount of an increase in the sale of Personal Property as per report of sale returned by her on the 19th day of August, 1953	112.10	
And with the amount of an increase in the sale of Stocks and Bonds as per report of sale returned by her on the 25th day of June, 1954	2.50	
And with the following sums received, but not heretofore reported, viz:		
Refund, automobile tags	5.00	
TOTAL ESTATE TO BE ACCOUNTED FOR	$2,208.56	

And she craves an allowance for the following payments and disbursements as per vouchers exhibited, viz:

1. C.H. Feete and Brother, Funeral expense. Authorized by Special Order of the Court. Section 5 of Article 93 of the Code.				500.00
2. Valley Register, Publishing Notice to Creditors				6.00
3. R.L. Potterfield and P.C. Mentzer, note and interest				593.14
4. News-Post, advertising				19.82
5. Valley Register, advertising				4.25
6. Emmert R. Bowlus, appraiser				50.00
7. Raymond L. Kelly, appraiser				50.00
8. Emmert R. Bowlus, auctioneer				
Raymond L. Kelly, clerk				33.80
9. Register of Wills for Queen Anne's County, Maryland, recording Inventory of Real Estate				4.00
10. James H. Falk, Treasurer, taxes				12.84
11. Affidavits				2.00
12. Holden S. Felton, Attorney fee				575.00
Surviving Spouses' Allowance. Section 321-322-330 of Article 93 of the Code.				75.00
For this sum paid Register of Wills: Fees				12.00
For this sum paid Register of Wills: Costs in Orphans' Court				29.85
For this sum paid Register of Wills: Stating and recording this account				20.00
This accountant's commissions on $2,208.56 at 10%	$220.86			
Less State Tax on commissions 1% on $2,208.56	22.09			198.77
State Tax on commissions paid Register of Wills for the benefit of the State				22.09
			2,208.56	2,208.56
Total disbursements			2,208.56	

STATE OF MARYLAND, FREDERICK COUNTY, TO WIT:-

ON THE DAY OF A.D. 19 CAME

AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING ACCOUNT AS STATED IS JUST AND TRUE TO THE BEST OF KNOWLEDGE AND BELIEF, AND THAT HA PAID OR SECURED TO BE PAID THE SEVERAL SUMS FOR WHICH PRAYS AN ALLOWANCE.

ATTEST:

Register of Wills for Frederick Co., Md.

ORDERED, this 28th day of June, 1954 by the Orphans' Court of Frederick County, that the aforegoing First and Final Administration Account of Mary C. McCollister, Administratrix of the Goods and Chattels of Jay Gould McCollister, late of Frederick County, deceased, be and the same is hereby approved, passed and admitted to record as the same.

MARY H. GREGORY — JUDGES OF
FRANK C. SHOOK — THE
SAMUEL Q. AUSHERMAN — ORPHANS' COURT.

STATE OF MARYLAND,

FREDERICK COUNTY, SS.

I, HARRY D. RADCLIFF, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Frederick County, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of the First and Final Administration Account of Mary C. McCollister, Administratrix of the Estate of Jay Gould McCollister late of said county deceased, taken from Liber H.D.R. No. 3 Folio 414 one of the Administration Account Books kept in the office of the

Register of Wills for Frederick County:

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 10th day of January, in the year of our Lord nineteen hundred and fifty-five.

PLACE OF SEAL.

HARRY D. RADCLIFF
Register of Wills for Frederick County.

CERTIFIED COPY OF PETITION
FOR LETTERS OF ADMINISTRATION

Filed Feb. 1, 1955

TO THE HONORABLE, THE JUDGES OF THE ORPHANS' COURT OF FREDERICK COUNTY

In the Matter of the Estate of Jay Gould McCollister, deceased.

The petition of Mary C. McCollister, widow
(relationship to deceased)
who reside at Burkittsville, Maryland
respectfully showeth:

1. That She is a citizen of the United States.
2. That Jay Gould McCollister a resident of Frederick County, State of Maryland, departed this life at home in said County on the 14th day of June, 1953, leaving no Last Will and Testament that has come to the knowledge or possession of your petitioner; that your petitioner has made a diligent search for a will and has inquired among those who would be the most likely to know whether the decedent had left a Will.
3. That the decedent left surviving him the following heirs, viz.:
(NOTE:-Here name widow, widower, child, or children, and if none, all the other heirs of deceased, giving their relationship and place of residence.)

NAME	RELATIONSHIP TO DECEDENT	ADDRESS	AGE OVER OR UNDER 18
Mary C. McCollister	widow	Burkittsville, Maryland	over
Anne H. McCollister	daughter	Burkittsville, Maryland	"
Josephine D. McCollister	daughter	Burkittsville, Maryland	"
Jean Hammill	daughter	Port Arthur, Texas.	"

4. That the decedent left fee-simple property as follows(state approximate value):

5. That the decedent left personal property including debts due him as follows (state approximate value)

WHEREFORE, your petitioner prays that letters of Administration be granted to her upon the personal estate of the said decedent and offers Anne H. McCollister and Josephine D. McCollister as sureties.

MARY C. McCOLLISTER

FREDERICK COUNTY, STATE OF MARYLAND, to wit:

Personally appeared Mary C. McCollister Petitioner named in the above application and being duly sworn according to law, did depose and say that the matters and facts set forth in the aforegoing petition are true to the best of her knowledge, information and belief.

SWORN AND SUBSCRIBED before me this 11th day of July, 1953.

HARRY D. RADCLIFF
REGISTER OF WILLS FOR FREDERICK COUNTY

MARY C. McCOLLISTER

STATE OF MARYLAND,

FREDERICK COUNTY, ss.

I, HARRY D. RADCLIFF, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Frederick County, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of the Petition for Letters of Administration in the Estate of Jay Gould McCollister late of said county deceased, taken from the records and files of the Orphans' Court kept in the office of the Register of Wills for Frederick County:

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 10th day of January, in the year of our Lord nineteen hundred and fifty-five.

PLACE OF SEAL.

HARRY D. RADCLIFF
Register of Wills For Frederick County.

DECREE

Filed Feb. 18, 1955

HARRY C. SUMMERS, etc.	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S
MARY C. McCOLLISTER, ADMX., etc., et al	*	COUNTY - IN EQUITY NO. 3961
	*	
	*	

****

DECREE

THIS CAUSE standing ready for hearing and being submitted and the proceedings read and considered,

IT IS THEREUPON this 18th day of February, 1955, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate of Jay Gould McCollister, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of his debts, be sold; that Preston P. Heck be and he hereby is 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 Thirty Five Hundred Dollars ($3500.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County as he shall think proper of the time, place, manner and terms of sale, which terms shall be one-third cash on day of sale, or all cash, at the option of the purchaser or purchasers, the credit portion to bear interest and to be secured to the satisfaction of the Trustee, and as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale the Trustee is directed to give notice to the creditors of said Jay Gould McCollister, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court on or before the 1st day of June, next.

WM. R. HORNEY
Judge

Filed Feb. 18, 1955

CERTIFIED COPY OF BOND

Filed Feb. 28, 1955

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

KNOW ALL MEN BY THESE PRESENTS that we, Preston P. Heck, as Principal, and Maryland Casualty Company, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY-FIVE HUNDRED ($3500.00) DOLLARS, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, successors, administrators and assigns, jointly and severally by these presents.

Sealed with our seals and dated this 23rd day of February, 1955.

WHEREAS the above bounden Preston P. Heck by a decree of the Circuit Court for Queen Anne's County, Maryland, in Equity, bearing date February 18, 1955, and passed in a cause in said Court wherein Harry C. Summers, et al, are Plaintiffs, and Mary C. McCollister, Admx., et al, are Defendants, being Equity Cause No. 3961, was appointed Trustee with power and authority to sell the real estate in said Cause mentioned.

NOW THEREFORE the condition of the above obligation is such that if the said Preston P. Heck does and shall well and faithfully perform the trust reposed in him by said Decree or that may be reposed in him by any future decree in the premises, then the above obligation is to be void, otherwise to remain in full force and virtue by law.

SIGNED, SEALED and DELIVERED
in the presence of:

ESTHER L. COHEY

PRESTON P. HECK (SEAL)
Preston P. Heck

MARYLAND CASUALTY COMPANY

by: DOROTHY E. CONNOLLY
Attorney-in-fact

Corporate Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Feb. 28, 1955

T. SORDEN PIPPIN, Clerk

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 54, 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-eighth day of February in the year nineteen hundred and fifty-five.

PLACE OF SEAL.

T. SORDEN PIPPIN
Clerk

PETITION

Filed March 7, 1955

HARRY C. SUMMERS, etc., et al	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
Vs.	*	IN EQUITY
MARY C. McCOLLISTER, ADMX., etc., et al	*	NO. 3961
	*	

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Preston P. Heck, Trustee, respectfully represents unto your Honors:

(1) That by its Decree dated February 18, 1955, this Honorable Court directed him to give Notice to Creditors of Jay Gould McCollister, deceased, to file their claims with the vouchers thereof with the Clerk of this Court on or before the 1st day of June, 1955.

(2) That in accordance with the law as set forth in Section 119 of Article 93 of the Annotated Code of Maryland, notice to creditors not to exceed ninety days is provided, and your Trustee being unfamiliar with the dates of publication of the newspapers in Queen Anne's County did not make provision for the insertion of such Notice to Creditors in such time as would allow for the publication of said Notice to Creditors ninety days before June 1, 1955, as provided in said Order of Court.

(3) That your Trustee is advised and believes it is proper that he ask this Honorable Court to pass an order authorizing and directing him as Trustee to publish said Notice to Creditors of Jay Gould McCollister, deceased, to file their claims with the vouchers thereof with the Clerk of this Court on or before the 15th day of June, 1955.

TO THE END THEREFORE:

A - That he may be authorized and directed to give notice to creditors of said Jay Gould McCollister, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court on or before the 15th day of June, 1955.

B - That he may have such other and further relief as his case might require.

AND AS IN DUTY BOUND, etc.

PRESTON P. HECK
Preston P. Heck, Trustee

Filed March 7, 1955

ORDER OF COURT

Filed March 7, 1955

ORDER OF COURT

The aforegoing Petition having been read and considered,

IT IS THEREUPON this 24th day of February, 1955, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Queen Anne's County, aforesaid, that Preston P. Heck, Trustee, be and he hereby is authorized and directed to give notice to the creditors of said Jay Gould McCollister, deceased, to file their claims with the vouchers thereof with the Clerk of this Court on or before the 15th day of June, 1955.

WM. R. HORNEY
JUDGE

Filed March 7, 1955

PETITION

Filed April 15, 1955

H. C. SUMMERS et al	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
MARY C. MCCOLLISTER, etc., et al	*	IN EQUITY NO. 3961
	*	
	*	

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Preston P. Heck, Trustee, respectfully represents unto your Honors:

(1) That he was appointed Trustee to sell the real estate described in these proceedings by Decree of this Honorable Court dated February 18, 1955.

(2) That thereafter, having filed his approved bond and having complied with all other prerequisites of said Decree, he did on the 2nd day of April, 1955, offer the said real estate for sale at public sale; but your Trustee did not receive any bid or any adequate bid for the same, and thereupon he announced that the said property could be purchased from him at private sale.

(3) That it appears that a certain Milton McCollister has set himself up in the dwelling house on the premises in Church Hill without any right or title known to your Trustee and has refused and still refuses to give your Trustee access to the same.

(4) That your Trustee has prospective purchasers for the property who would be willing to make an offer for the same if they had the opportunity to make an inspection of the premises; but said Milton McCollister refuses to allow any entrance upon the property to your Trustee or to his prospective purchasers.

(5) Your Trustee is advised and believes it is proper that he ask this Honorable Court to pass an appropriate Order directed to the said Milton McCollister requiring him forthwith to deliver up the premises to your Trustee and thereafter desist from interfering in any manner whatsoever with your Trustee in the discharge of his duties under said Decree for the sale of the subject real estate.

TO THE END THEREFORE:

1 - That this Honorable Court pass an appropriate order enjoining Milton McCollister from interfering with your Trustee in any manner in the discharge of his duties as Trustee for the sale of the subject real estate.

2 - That he may have such other or further relief as his case might require.

AND AS IN DUTY BOUND, etc.

PRESTON P. HECK
Trustee

Filed April 15, 1955

ORDER OF COURT

Filed April 15, 1955

ORDER OF COURT

The aforegoing Petition having been read and considered,

IT IS THEREUPON this 14th day of April, 1955, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that Milton McCollister show cause, if any he has, on or before the 6th day of Mary, 1955, why the relief prayed for in the aforegoing Petition should not be granted, provided a copy of said Petition and of this Order be served on the said Milton McCollister on or before the 21st day of April, 1955.

WM. R. HORNEY
JUDGE

Filed April 15, 1955

COPY OF THE AFOREGOING PETITION
AND ORDER OF COURT RETURNED BY THE
SHERIFF ENDORSED AS FOLLOWS:

Petition and order of Court served on, Milton McCollister by reading same to him. this 16th day of April, 1955

ALEXIS M. BUTLER
Sheriff

Filed April 19, 1955

ORDER OF COURT

Filed May 20, 1955

H. C. SUMMERS et al	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
MARY C. McCOLLISTER, etc., et al	*	IN EQUITY NO. 3961
	*	
	*	

****

ORDER OF COURT

It appearing that the Defendant, Milton McCollister, has failed to show cause why the prayer of the Petition filed herein on the 15th day of April, 1955, should not be granted,

IT IS ORDERED this 19th day of May, 1955, by the Circuit Court for Queen Anne's County, in Equity, that the said Show Cause Order be and the same hereby is made final and the said Milton McCollister is hereby enjoined from interfering with Preston P. Heck, Trustee, in any manner whatsoever in the discharge of his duties as Trustee for the sale of the real estate described in this proceedings.

And the Clerk of Court shall forthwith issue the usual Writ of Injunction.

WM. R. HORNEY
JUDGE

Filed May 20, 1955

WRIT OF INJUNCTION

Filed June 1, 1955

QUEEN ANNE'S COUNTY, SCT:

THE STATE OF MARYLAND

To Milton McCollister
Church Hill, Maryland

Greeting:

WHEREAS, Preston P. Heck, Trustee, has exhibited to the Circuit Court for Queen Anne's County, in Equity, his petition for an injunction to restrain you, Milton McCollister, you and your agents and servants, from interfering with him as trustee in any manner in the discharge of his duties as trustee for the sale of the subject real estate.

AND WHEREAS it appears that Milton McCollister has failed to show cause why the prayer of the petition filed on the 15th. day of April, 1955, should not be granted, therefore, the Court has signed an order directing the at Writ of Injunction be issued forthwith.

NOW, THEREFORE, These are to perpetually command and strictly enjoin and prohibit you the said Milton McCollister, you and your agents and servants from interfering with Preston P. Heck, Trustee, in any manner whatsoever in the discharge of his duties as Trustee for the sale of the real estate in the 2nd. Election District of Queen Anne's County on the left of the Main Street leading through the town of Church Hill toward Chestertown, nearly opposite the Methodist Episcopal Church adjacent on the north side the property now or formerly of Mary F. Clough et al., on the south the property now or formerly of Mrs. Belle Riggins, on the west the property now or formerly of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about 40 feet with a depth back therefrom of about 203 feet and 4 inches.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of the Second Judicial Circuit of Maryland, the 2nd. day of May in the year of our Lord one thousand nine hundred and fifty five.

Issued the 20th. day of May, A. D. 1955.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County.

AND on the back of the aforegoing Writ of Injunction is the following endorsement:

This is to certify on the 25th day of May 1955 I served the within injunction and order of court on the within named defendant by reading and leaving a copy of each with him.

LOUIE F. ROCKEMANN JR.
Chief Deputy Sheriff Q.A.Co.

Filed June 1, 1955

PETITION

Filed July 15, 1955

H. C. SUMMERS et al	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
MARY C. MCCOLLISTER, etc., et al	*	IN EQUITY NO. 3961
	*	
	*	

****

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Preston P. Heck, Trustee, respectfully shows unto your Honors:

(1) That by its order dated the 20th day of May, 1955, filed among the proceedings in this cause, this Honorable Court made final the order of injunction against Milton McCollister enjoining him from interfering with your Trustee in any manner whatsoever in the discharge of his duties as Trustee for the sale of the real estate described in this proceedings.

(2) That the said Milton McCollister is still in occupancy of the premises and continues to hold the same against your Trustee in spite of said injunction, and refuses to deliver the premises over to your Trustee or to allow your Trustee to come thereon for the purpose of showing same to prospective purchaser or purchasers; and the said Milton McCollister has made threats against your Trustee and his agents for the sale of the property, and has made and published false claims as to his ownership of the premises, which has had the effect of discouraging prospective purchasers to whom your Trustee has attempted and is attempting to sell the property.

(3) That it is impossible for your Trustee to discharge his duties in view of the interference therewith by said Milton McCollister contrary to said injunction.

(4) That he is advised and believes it is proper that he ask that said Milton McCollister be attached for contempt.

TO THE END THEREFORE:

(1) That said Defendant be attached for contempt of this Honorable Court for not complying with writ of injunction issued in this cause.

(2) That he may have such other and further relief as his case might require.

AND AS IN DUTY BOUND, etc.

PRESTON P. HECK
Trustee

ORDER OF COURT

Filed July 15, 1955

ORDER OF COURT

It appearing to the Court that a copy of the Writ of Injunction was duly served on Milton McCollister on the 25th day of May, 1955, and it further appearing that the said Milton McCollister has failed to make compliance therewith,

IT IS ORDERED by the Circuit Court for Kent County, in Equity, this 14th day of July, 1955, that an attachment be issued for the said Milton McCollister as prayed, returnable on the 22nd day of July, 1955, at 10:00 o'clock, a.m.

WM. R. HORNEY
JUDGE

Filed July 15, 1955

BENCH WARRANT

Filed July 21, 1955

QUEEN ANNE'S COUNTY, TO WIT:

STATE OF MARYLAND

PLACE OF SEAL.

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

We command you that you take Milton McCollister

If he shall be found in your bailiwick, and him safe keep so that you have his body before the Judges of the Circuit Court for Queen Anne's County in equity holden in Centreville, in and for said county on Friday, July 22, 1955, at 10:00 o'clock A.M. show cause, if any he has, why he should not be adjudged in contempt of Court for failure to comply with injunctive order issued May 20, 1955. Hereof fail not at your peril, and have you then and there this writ.

Witness, the Hon. Wm. R. Horney Chief Judge of the said Court, the 4th day of July 1955.

Issued the 15th. day of July 1955.

T. SORDEN PIPPIN Clerk.

And on the back of the aforegoing Bench Warrant is the following endorsement:

Cepi 7/21/55

Louie F Rockemann Jr.
Chief Dep. Sheriff

PETITION

Filed Sept. 26, 1955

H. C. SUMMERS et al	*	IN THE CIRCUIT COURT FOR
	*	
vs.	*	QUEEN ANNE'S COUNTY
	*	
MARY C. MCCOLLISTER,	*	
etc., et al	*	IN EQUITY NO. 3961
	*	

* * * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Preston P. Heck, Trustee, respectfully shows unto your

Honors:

(1) That by its order dated the 20th day of May, 1955, filed among the proceedings in this cause, this Honorable Court made final the order of injunction against Milton McCollister enjoining him from interfering with your Trustee in any manner whatsoever in the discharge of his duties as Trustee for the sale of the real estate described in this proceedings.

(2) That thereafter there was issued for the said Milton McCollister an attachment for contempt in his failure to comply with said injunction and the matter was heard by this Honorable Court on the 20th day of June, 1955, at which time a continuance was granted until September 1, 1955, in order to allow the said Milton McCollister time to vacate the premises.

(3) That said Milton McCollister has not vacated the said premises and has expressed his intention to continue to occupy the premises in spite of said injunction.

(4) That the Trustee is advised and believes it is proper that he ask this Honorable Court to direct the issuance of attachment for contempt against the said Milton McCollister for not complying with writ of injunction issued in this Court.

TO THE END THEREFORE:

(A) That said Defendant be attached for contempt for not complying with writ of injunction issued in this cause.

(B) That he may have such other and further relief as his case might require.

AND AS IN DUTY BOUND, etc.

PRESTON P. HECK
Trustee

Filed Sept. 26, 1955

ORDER OF COURT

Filed Sept. 26, 1955

ORDER OF COURT

It appearing to the Court that a copy of the Writ of Injunction was duly served on Milton McCollister on the 25th day of May, 1955, and it further appearing that the said Milton McCollister has failed to make compliance therewith,

IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 26th day of September, 1955, that an attachment be issued for the said Milton McCollister as prayed, returnable on the 30th day of September, 1955, at 10:00 o'clock, a.m.

WM. R. HORNEY
JUDGE

Filed Sept. 26, 1955

BENCH WARRANT

Filed Sept. 30, 1955

QUEEN ANNE'S COUNTY, TO WIT:

STATE OF MARYLAND

TO THE SHERIFF OF QUEEN ANNE'S COUNTY,
GREETING:

We command you that you take Milton McCollister

If he shall be found in your bailiwick, and him safe keep so that you have his body before the Judges of the Circuit Court for Queen Anne's County in Equity, holden in Centreville, in and for said county on Friday, Sept. 30, 1955, at 10 o'clock A.M. to answer unto the State of Maryland for contempt for not complying with writ of injunction issued May 20, 1955, in Chancery No. 3961. Herof fail not at your peril, and have you then and there this writ.

Witness, the Hon. Wm. R. Horney Chief Judge of the said Court, the 5th. day of September 1955.

Issued the 26th. day of September 1955.

T. SORDEN PIPPIN Clerk.

And on the back of the aforegoing Bench Warrant is the following endorsement:

Cepi 7-30-55

Alexis M. Butler
Sheriff

REPORT OF SALE

Filed Nov. 28, 1956

H. C. SUMMERS et al	*	IN THE CIRCUIT COURT
VS.	*	FOR QUEEN ANNE'S COUNTY
MARY C. MCCOLLISTER etc., et al	*	IN EQUITY NO.3961
	*	
	*	

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Preston P. Heck, Trustee, respectfully shows unto your Honors:

(1) That he was appointed Trustee to make sale of the real estate described in these proceedings, and after filing approved bond and after causing advertisement of sale of the described property to be published in "Queen Anne's Record-Observer", a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 2nd day of April, 1955, he did attend at the premises in Church Hill, Maryland, on Saturday, April 2, 1956, at 1:30 o'clock, P. M,, and did offer for sale the following described lot of land, property of this estate: All that lot of land in the Second Election District of Queen Anne's County on the left of the Main Street leading through the town of Church Hill toward Chestertown, nearly opposite the Methodist Episcopal Church adjacent on the north side the property now or formerly of Mary F. Clough et al, on the south the property now or formerly of Mrs. Belle Riggins, on the west the property now or formerly of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about 40 feet with a depth back therefrom of about 203 feet and 4 inches.

BEING the same real estate which was conveyed to the said Jay Gould McCollister, also known as J. G. McCollister, or Jay G. McCollister, by two certain deeds recorded among the Land Records for Queen Anne's County aforesaid as follows: (1) dated the 7th day of May, 1914, and recorded in Liber W.F.W. No. 5, folio 22, etc., from Mary F. Clough et al, and (2) dated the 15th day of April, 1927, and recorded in Liber B.H.T. No. 6, folio 490, etc., from Dorell Brown and others.

(2) But, your Trustee received no bid, nor any sufficient bid for the said property, although he made diligent effort to effect a sale thereof. Whereupon your Trustee announced that he was withdrawing the described real estate from public sale because he had received no bid, or that he had not received sufficient bid therefor.

(3) Thereafter, your Trustee advertised the described real estate for sale in the "Queen Anne's County Record-Observer" and in "Kent County News", two newspapers published respectively in Queen Anne's County and Kent County, Maryland, for a period of 39 weeks, and your Trustee further listed the property for sale with a real estate broker in Queen Anne's County, but because of the run-down condition of the premises and the fact tht it had no conveniences of any kind, your Trustee, until the 24th day of November, 1956, was not able to get any bid on the described real estate.

(4) That on the 24th day of November, 1956, he received from William C. Hall and Bessie W. Hall, his wife, of Church Hill, Maryland, an offer of $2,000.00 for the described premises, which, after diligent effort is the highest offer that he has had for the same and which is the highest offer that he can get for the same. And your Trustee reports that he has sold the described real estate to the said William C. Hall and Bessie W. Hall, his wife, for the sum of $2,000.00, subject to the ratification of this Honorable Court.

(5) And your Trustee further reports that the sum of $2,000.00 is the highest price obtainable for said real estate and that said sale was fairly made.

Respectfully submitted,

PRESTON P. HECK
Trustee

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of November, 1956, before me, the subscriber, a Notary Public, in and for Kent County aforesaid, personally appeared Preston P. Heck, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

PLACE OF SEAL.

LEONA R. MASSEY
Leona R. Massey, Notary Public

Filed Nov. 28, 1956

ORDER NISI

Filed Nov. 28, 1956

NISI

Harry C. Summers, et al.,	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
Mary McCollister, Administratrix of the Estate of J.G. McCollister, deceased, et al.	)	NO. 3961

ORDERED, this 28th. day of November, 1956, that the sale of real estate made and reported in this cause by Preston P. Heck, Trustee, be ratified and confirmed, on or after the 28th. day of December next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 6th. day of December 1956, and ending on the 20th. day of December 1956.

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

T. SORDEN PIPPIN Clerk

Filed Nov. 28, 1956.

CERTIFICATE OF PUBLICATION
OF ORDER OF NISI

Filed Dec. 21, 1956

NISI

Harry C. Summers, et al.,

vs.

Mary McCollister, Administratrix
of the estate of J. G. McCollister,
deceased, et al.

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

No. 3961

ORDERED, this 28th day of November, 1956, that the sale of real estate made and reported in this cause by Preston P. Heck, Trustee, be ratified and confirmed, on or after the 28th day of December, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 6th day of December, 1956, and ending on the 20th day of December, 1956.

The report states the amount of sales to be $2,000.

T. SORDEN PIPPIN, Clerk

Filed: Nov. 28, 1956.
True Copy
Test T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 20, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Harry C. Summers, et al., Mary McCollister, in the estate of J. G. McCollister Deceased 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 3 successive weeks before the 28 day of December, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6 day of December 1956, and the last insertion on the 20th day of December, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Dec. 21, 1956

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS

Filed Dec. 21, 1956

NOTICE TO CREDITORS

This is to give notice that the subscriber has been appointed Trustee by the Circuit Court for Queen Anne's County, in Equity, in the cause entitled "Harry C. Summers, etc., et al vs. Mary C. McCollister, Admx., etc., et al", being Equity Cause No. 3961, the same being for the sale of certain real estate more fully and particularly described in said proceedings, said real estate having been owned by Jay Gould McCollister, late of Frederick County, deceased. All persons having claims against the said Jay Gould McCollister are hereby warned to exhibit the same, with the vouchers thereof, legally authenticated, to the subscriber, pursuant to law and Order of Court on or before the 15th day of June 1955, or they may otherwise by law be forever barred from asserting such claims against the real estate involved in the above entitled proceedings or against the purchaser thereof. All persons indebted to the said Jay Gould McCollister are requested to make immediate payment thereof.

Given under my hand this 24th day of February, 1955.

PRESTON P. HECK, Trustee
Chestertown, Maryland

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 20, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors etc. in the estate of Harry C. Summers et al Vs. and Mary C. McCollister, Admx. et al. Equity Cause No. 3961 in the Circuit Court of Queen Anne's County 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 4 successive weeks before the 15th day of June, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of March 1955, and the last insertion on the 31st day of March, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. Dadds

Filed Dec. 21, 1956

ORDER OF COURT

Filed Jan. 4, 1957

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 4th day of January, 1957, that the sale made and reported by Preston P. Heck, Trustee, 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 Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

WM. R. HORNEY
JUDGE

Filed Jan. 4, 1957

AUDIT

Filed Jan. 8, 1957

Harry C. Summers, et. al. etc.	In The Circuit Court For
vs.	Queen Anne's County In
Mary McCollister, Administratrix, et. al.	Equity No. 3961

To The Honorable, The Judge of Said Court:

The report of J. Thomas Clark, auditor, unto your Honor respectfully represents:

1. That this account is stated at the request of Preston P. Heck, Trustee (and vendor) of the land sold in this cause under decree of this court of February 18, 1955.

2. That in the within account the said trustee is charged with the total proceeds of sale, per his report, and is allowed thereout all expenses, not personal, for which proper vouchers were produced; which included all costs pertaining to the unsuccessful public sale prior to the private sale reported herein.

3. That the net proceeds of sale in this cause, your auditor directed that they be distributed to Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., as a partial payment on their judgment. The claim of Milton McCollister filed in this cause, and being the only other claim so filed, was not in proper form and came after the aforesaid judgment.

4. That filed as Exhibit A to this account is deed from Sanford E. Spry, late Sheriff to Carroll McCollister, dated March 30, 1927, and recorded among the land records for Queen Anne's County in Liber BHT, No. 6, folio 488, to show that any interest Milton McCollister had had been divested from him and was at the time of the death of J. G. McCollister vested in him. The costs for obtaining a copy of said deed, properly certified, have been allowed herein.

Respectfully submitted,

J. THOMAS CLARK
Auditor

January 8, 1957

Filed Jan. 8, 1957

Cause No. 3961

The proceeds of the sale of real estate reported in this cause, in account with Preston P. Heck, Trustee, appointed by this Court to make the sale herein reported in these proceedings (and vendor of said land)

Cr.

1956
Nov. 24 By gross proceeds of the sale of land, per report of said vendor, to wit:.....$2,000.00

Dr.

To Preston P. Heck, Trustee (and vendor) for his commissions for making said sale, per order of court, to wit:.....		$122.50
To do., for court costs of this cause paid, per receipt of Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk.....	$104.25	
Costs of Sheriff Montgomery Co.....	3.80	
Costs of Harry C. Butler, Examiner.....	10.00	
Costs of Esther Cohey, Stenographer.....	5.00	
Appearance fee of Preston P. Heck, attorney for Plaintiffs.....	10.00	
Appearance fee of J. P. Smith and J. Elmer Thompson, Jr., attorneys for the Defendants.....	10.00	
Costs of Register of Wills for Queen Anne's County.....	4.50	
		147.55
To do., for costs paid to T. Sorden Pippin, Clerk, per receipts exhibited as follows:		
Costs for docketing transcript of judgment in Law No. 809.....	$ 2.00	
Costs for certified copy of judgment in Law No. 809.....	1.00	3.00
To do., for an amount paid Dorothy E. Connelly, Agent, for the premiums for two years on the corporate surety bond filed in this cause, per receipts for the same exhibited, to wit:.....		28.00
To do., for an amount paid Wm. B. Dukes, Agent, for the premiums for two years on the fire insurance on the realty with improvements sold in this cause, per receipts for the same exhibited, to wit:.....		27.00
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale in which realty not sold, per receipt for the same exhibited, to wit:.....		15.00

January 8, 1957.

J. THOMAS CLARK
Auditor

To do., for an amount paid Town Commissioners of Church Hill, Maryland, for taxes for the years 1955 and 1956, per receipts for the same exhibited, to wit:.....	7.32
To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for state and county taxes for the years 1955 and 1956, per receipts for the same exhibited, to wit:.....	72.98

To do., for an amount paid the Kent County News for advertising sale of realty sold in this cause, per receipt for the same exhibited, to wit:.....		39.00
To do., for amounts paid Queen Anne's Record-Observer, per receipts for the same exhibited as follows, to wit:		
Advertising public sale.....	$40.50	
Advertising private sale.....	20.25	
Publishing notice to creditors.....	10.50	
Publishing nisi of sale.....	9.00	80.25
To do., for an amount due for certified copy of deed from Sanford E. Spry, late Sheriff, to Carroll McCollister, dated March 30, 1927, and recorded among the land records for Queen Anne's County in Liber BHT, #6, folio 488, to be filed as an Exhibit to this audit, per statement of T. Sorden Pippin, Clerk, to wit:		2.50
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, to wit:.....		7.50
To J. Thomas Clark, auditor, for stating this audit, the sum of.....	40.50	
To balance for distribution, prior to allowance of claims of creditors filed in this cause.....	1406.90	
	$2000.00	$2000.00

January 8, 1957

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward for distribution to creditors J. G. McCollister, deceased, according to their priority, to wit:.....	$1406.90

Dr.

TO Harry C. Summers, Harry Warren Summers and William E. Summers, trading as H. C. Summers & Co., on their judgment against Mary Mc Collister, Administratrix of the Estate of J. G. McCollister, Deceased, in Law No. 809 in the sum of $2447.93, with interest from March 22, 1954, the total as a payment on account of the same, or the sum of.....	$1406.90	
	$1406.90	$1406.90

January 8, 1957

J. THOMAS CLARK
Auditor

Filed Jan. 8, 1957

AUDITOR'S EXHIBIT A

Filed Jan. 8, 1957

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

#12,425. 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 4th. day of May, in the year nineteen hundred and twenty-seven, the following Deed was brought to be recorded, to wit:

THIS DEED, made this 30th. day of March in the year nineteen hundred and twenty-seven by Sanford E. Spry, late Sheriff of Queen Anne's County, State of Maryland, witnesseth:

THAT by virtue of a Writ of Fieri Facias issued out of the Circuit Court for Queen Anne's County, Maryland, at the suit of Carroll McCollister vs. Milton M. McCollister, bearing date the eleventh day of July, 1923, directed to Sanford E. Spry, then Sheriff of Queen Anne's County, in the State of Maryland, I, the said Sanford E. Spry, at that time as the then Sheriff of Queen Anne's County after due public notice set up at the Court House Door in the town of Centreville in Queen Anne's County, State of Maryland, and after due public notice published in the Centreville Record, a newspaper printed and published in Queen Anne's County, Maryland and being the newspaper selected by the then Sheriff of Queen Anne's County, the defendant having refused to select a newspaper and after complying with all the other requisites of the command contained in the aforesaid Writ of Fieri Facias, I, the said Sanford E. Spry, the then Sheriff of Queen Anne's County, Maryland, sold theinterest of Milton M. McCollister in the real estate, as fully described and set out in the schedule attached to the Writ of Fieri Facias, on file in this case being No. 14 Judicials July term 1923, at public sale in front of the Church Hill Bank of Maryland,

in the town of Church Hill, Queen Anne's County, Maryland on Saturday, August 11th. 1923, at two thirty o'clock P.M. for cash to Caroll McCollister of said County at and for the sum of one thousand dollars, he being then and there the highest bidder, at and for the sum of one thousand dollars for the interest of the said Milton M. McCollister in the two parcels of real estate described in said schedule, parcel No. 2 being the parcel hereby intended to be conveyed consisting of all that lot or part of a tract of land situate in the Second Election District of Queen Anne's County, Maryland, on the left of the Main Street leading through Church Hill to Chestertown, nearly opposite the Methodist Episcopal Church, adjoining on the North side the property of Sarah R. and Mary A. Clough, on the South side the property of Mrs. Belle Riggins, on the West the property of Mrs. Harry Gould, the property hereby described having a frontage on said Main Street of about forty feet with a depth back therefrom of about two hundred and three feet, four inches, being the property in which Milton M. McCollister was deeded a one-fifth interest by deed from Mary A. and Sarah R. Clough dated May 7th, 1914, and record in Liber W.F.W. #5, folios 200 &c., a land record book for Queen Anne's County and all the right, title, interest and estate of the said Milton M. McCollister in and to the above described property and all and every and any person or persons claiming any interest or estate from, by or through the said Milton M. McCollister; And whereas, the sale has been duly report to the Circuit Court of Queen Anne's County in No. 14 Judicials, July term 1923, and no objections having been filed thereto, the said Carroll McCollister is now entitled to a deed of conveyance of the said real estate so sold to him as above set forth.

NOW THEREFORE, I, the said Sanford E. Spry, as the late Sheriff of Queen Anne's County, State of Maryland, in consideration of the premises do hereby grant and convey unto the said Carroll McCollister, all the right, title, interest and estate of Milton M. McCollister and all of and every and any person or persons claiming from, by, through or under the said Milton M. McCollister in and to the said hereinbefore described real estate as fully hereinbefore set out and described.

WITNESS my hand and seal.

TEST: Lida Hopkins.

Sanford E. Spry (SEAL)
Late Sheriff of Queen Anne's County.

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 twenty seven, before me, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared the said Sanford E. Spry, late Sheriff of Queen Anne's County, Maryland, and acknowledged the aforegoing deed to be his act and deed.

Notary
Public
Seal.

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

Lida Hopkins
Notary Public.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 6, folio 488, a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my named and affixed the Seal of the Circuit Court for Queen Anne's County, this Eighth day of January, in the year nineteen hundred and fifty-seven.

PLACE OF SEAL.

T. SORDEN PIPPIN Clerk.

NISI RATIFICATION OF AUDIT

Filed Jan. 8, 1957

NISI RATIFICATION OF AUDIT

Harry C. Summers, et al. etc.,	IN THE CIRCUIT COUR
VS.	FOR QUEEN ANNE'S COUNTY
Mary McCollister, Administratrix, et al.	IN EQUITY
	CAUSE NO. 3961

ORDERED, This 8th. day of January in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st. day of February, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 25th. day of January, 1957, in some newspaper printed and published in Queen Anne's County.

T SORDEN PIPPIN Clerk

Filed Jan. 8, 1957

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT

Filed Feb. 8, 1957

NISI RATIFICATION OF AUDIT

Harry C. Summers, et al. etc.,

Vs.

Mary McCollister, Administratrix

et al.

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

Cause No. 3961

ORDERED, This 8th day of January in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of February, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of January 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Jan. 8, 1957.
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 8, 1957

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 Harry C. Summers, et al. etc., Vs. Mary McCollister, Administratrix et al. Cause No. 3961 Circuit Court of Queen Anne's County 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 2 successive weeks before the 25th day of January, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of January 1957, and the last insertion on the 17th day of January, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed Feb. 8, 1957

FINAL ORDER OF RATIFICATION

Filed Feb. 8, 1957

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County in Equity, this 8th day of February, 1957, that the Audit heretofore filed in this cause by the Court Auditor 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 Nisi Ratification of Audit, and that the Trustee will make distribution of the funds in accordance with said audit.

WM. R. HORNEY
JUDGE

Filed Feb. 8, 1957

::::::::::::::::::::::::::::::::::::
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 this Twenty-fourth day of January in the year nineteen hundred and fifty-seven, the following Bill of Complaint was filed for record, to wit:

RICHARD T. E. FORMAN, Surviving Trustee of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased, Easton, Maryland; RICHARD T. E. FORMAN and MARGARET V. FORMAN, his wife, Easton, Maryland; MARY F. BROWN and W. PURNELL BROWN, her husband, Centreville, Maryland; ELIZABETH S. FORMAN, widow, 5139 Wetherdsville Road, Baltimore, Maryland JESSIE F. LEWIS and J. HANSELL LEWIS, her husband, 5139 Wetherdsville Road, Baltimore, Maryland; Complainants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
vs.	
PERE T. FORMAN, single man, Centreville, Maryland; DUDLEY LEWIS, infant, 5139 Wetherdsville Road, Baltimore, Maryland; MARGARET F. MacGLASHAN and DONALD W. MacGLASHAN, her husband, Charlottesville, Virginia; CATHERINE HAMILTON MacGLASHAN, infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; DONALD WELTON MacGLASHAN, JR., infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; ANNE FORMAN MacGLASHAN, infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; CATHERINE F. HUYGENS, divorced, Easton, Maryland; ELIZABETH ANN HUYGENS, infant, Easton, Maryland Defendants	Cause No. 4095

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That Sara Catherine Forman, late of Queen Anne's County, State of Maryland, departed this life in the year 1931 seized and possessed of the following described real estate, to wit:

> ALL that lot or parcel of land situate, lying and being in the southwestern part of the town of Centreville, Queen Anne's County, State of Maryland, on the eastern side of Liberty Street, in said town, improved by two frame dwelling houses and other outbuildings, and bounded on the northeast by the lot of land formerly belonging to Ezekiel M. Forman, now deceased, on the south or southwest by the lot of land formerly belonging to Samuel Charles Walls, and on the east by that part of the property called or formerly called "Locust Grove" of James Taylor, the lot of land hereby granted and conveyed having a width of fifty feet on said Liberty Street, and extending from said Liberty Street with that width in its entire length to said Locust Grove property of the said James Taylor,

which lot was conveyed unto the said Sara Catherine Forman by deed dated February 23, 1915, and recorded among the land records of Queen Anne's County in Liber W.F.W. No. 6 folio 523 from Murray H. Boyer and wife; a certified copy of which is filed herewith as a part hereof and marked "Exhibit A".

2. That the said Sara Catherine Forman left a Last Will and Testament, dated March 1, 1929, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 folio 319 by which she devised the said property for life unto her husband, Ezekiel M. Forman, (since departed this life) then in trust for the life of her son, Pere T. Forman (who still survives and is a party Defendant in this cause) with remainder in fee simple in equal parts to her three children, Richard T. E. Forman, Ezekiel T. M. Forman and Mary Earle Forman (who has since married W. Purnell Brown and is one of the Complainants in this cause); a certified copy of which Last Will and Testament and probate thereof, marked "Exhibit B" is filed herewith as a part hereof.

3. That the said Sara Catherine Forman left a First Codicil to the aforementioned Last Will and Testament, dated June 30, 1930,. duly admitted to pro-

bate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 folio 321, by which she devised the one third part in remainder to her said daughter, Mary Earle Forman, (now Mary F. Brown), in fee simple only in case she should leave at the time of her death a child or children to survive her, but in case the said daughter should die without leaving a child or children at the time of her death, then the one-third part, so by said will given to her daughter, should go to and vest in her sons, Ezekiel T. M. Forman and Richard T. E. Forman, if both should be living at the death of said daughter, but should go to and vest in the survivor of them if only one of them should be living at the time of the death of said daughter; a certified copy of which First Codicil and probate thereof, marked "Exhibit C" if filed herewith as a part hereof.

4. That the said Ezekiel T. M. Forman departed this life on the 18th day of December, 1954, leaving a Last Will and Testament, dated March 16, 1954, duly admitted to probate by the Surrogate of Burlington County, New Jersey, and an exemplified copy thereof recorded among the Will Records of Queen Anne's County in Liber E.E.C. No. 1 folio 397, by which he devised his one-third vested remainder in and to said property unto his wife, Elizabeth S. Forman (who still survives and is a party Complainant in this cause) for life and after her decease to his daughter, Jessie F. Lewis, but should his said daughter predecease his said wife, then to the child or chilren, as the case might be, of his said daughter; a certified copy of which Last Will and Testament and probate thereof, marked "Exhibit D" is filed herewith as a part hereof.

5. That your Orators are advised that as parties in interest in said land they are entitled to make application to this Honorable Court, pursuant to the provisions of Section 264 of Article 16 of the Annotated Code of Maryland, if all the parties in being are parties to this proceeding, for a decree for a sale of said land, if it shall appear to be advantageous to the parties concerned.

6. That all parties in being, who would be entitled to the above-mentioned land to be sold if all contingencies happened at the date of such a decree, have been made parties to this proceeding, as will more fully appear as follows, that is to say:

a. Richard T. E. Forman, one of your Orators, is the Surviving Trustee of the trust estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased.

b. Richard T. E. Forman, one of your Orators, individually, is the same Richard T. E. Forman designated as a remainderman and executory devisee in the Last Will and Testament of Sara Catherine Forman, deceased, and Margaret V. Forman, another of your Orators, is his wife, both of whom are adults.

c. Mary F. Brown, one of your Orators, is the same Mary Earle Forman designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased, and W. Purnell Brown, another of your Orators, is her husband, both of whom are adults.

d. Elizabeth S. Forman, one of your Orators, is the widow of Ezekiel T. M. Forman (designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased), is the life tenant designated in the Last Will and Testament of Ezekiel T. M. Forman, deceased, and is an adult.

e. Jessie F. Lewis, one of your Orators, is the daughter of Ezekiel T. M. Forman (designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased), is the remainderman designated in the Last Will and Testament of Ezekiel T. M. Forman, deceased, is the only child of the said Ezekiel T. M. Forman, deceased, and J. Hansell Lewis, another of your Orators, is her husband, both of whom are adults.

f. Pere T. Forman, one of the Defendants, is the life beneficiary of the trust estate created under the Last Will and Testament of Sara Catherine Forman, deceased, is one of the children of Sara Catherine Forman, deceased, and is an adult.

g. Dudley Lewis, one of the Defendants, is the only child of the said Jessie F. Lewis and is an infant.

h. Margaret F. MacGlashan, one of the Defendants, is a child of the said Richard T. E. Forman, and Donald W. MacGlashan, one of the Defendants is her husband, both of whom are adults.

i. Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, three of the Defendants, are the only children of the said Margaret F. MacGlashan, and are infants.

j. Catherine F. Huygens, one of the Defendants, is a child of the said Richard T. E. Forman, is divorced and is an adult.

k. Elizabeth Ann Huygens, one of the Defendants, is the only child of the said Catherine F. Huygens and is an infant.

7. That a sale of said land appears to be advantageous to the parties concerned, because the two houses on said land produce very little income and extensive and costly repairs and improvements need to be made at this time without the possibility of a commensurate increase in the rentals.

8. That all of the parties to this cause who presently have an interest in said real estate, believing that a sale thereof would be advantageous to all persons having an interest in the same, have entered into an agreement with Morte P. Bedford and Bessie D. Bedford, his wife, to sell said land for the sum of

Seven Thousand Five Hundred Dollars ($7,500.00) upon the terms therein set forth; a copy of which agreement, marked "Exhibit E" is filed herewith as a part hereof.

9. That the Defendants, Margaret F. MacGlashan and Donald W. MacGlashan, her husband, and their three infant children, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, are all non-residents of the State of Maryland and live in Charlottesville, Virginia; all other parties are residents of the State of Maryland and can be served with process therein.

TO THE END THEREFORE:

1. That the said real estate may be sold, and the proceeds of sale limited so as to enure in like manner as by the original devise to the use of the same parties who would be entitled to the land sold.

2. That a Trustee may be appointed to sell and convey the said real estate unto the said Morte P. Bedford and Bessie D. Bedford, his wife, upon the terms set forth in said agreement, after the payment in full of said purchase price, by a good and sufficient deed to the said purchasers conveying the property and estate so sold to them, 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.

3. That your Orators may have such other and further relief in the premises as their case may require.

May it please Your Honors to grant unto your Orators the Order of Publication directed to Margaret F. MacGlashan, Donald W. MacGlashan, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, all of whom are non-residents of the State of Maryland, giving them notice to be and appear in this Court, either in person or by Solicitor, on or before a day certain to be named therein, to show cause, if any they have, why a decree should not be passed as prayed.

AND as in duty bound, etc.

CLAYTON C. CARTER
Solicitor for Complainants

Filed Jan. 24, 1957

EXHIBIT "A"

Filed Jan. 24, 1957

#4813. Q U E E N A N N E ' S C O U N T Y, to wit: Be it remembered that on the twenty fourth day of February in the year nineteen hundred and fifteen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this twenty third day of February, in the year nineteen hundred and fifteen, by Murray H. Boyer and Hettie A. Boyer, his wife, formerly of Kent County, in the State of Delaware, but now of Kent County, in the State of Maryland,

WITNESSETH: that for and in consideration of the sum of One Hundred and Fifty Dollars ($150.00), the receipt of which is hereby acknowledged, the said Murray H. Boyer and Hettie A. Boyer, his wife, do hereby grant and convey unto Sarah Catherine Forman, of Queen Anne's County, in the State of Maryland, all that lot or parcel of land situate, lying and being in the south western part of the town of Centreville, Queen Anne's County, State of Maryland, on the eastern side of Liberty Street, in said town, improved by two frame dwelling houses and other out buildings, and bounded on the north or north east by the lot of land formerly belonging to Annie C. Bullen, now deceased, but now belonging to Alice Bullen or Jacob Bullen, on the south or south west by the lot of land formerly belonging to Ray Turner, but now belonging to Samuel Charles Walls, and on the east by that part of the property called or formerly called "Locust Grove" now belonging to or in the possession of James Taylor; the lot of land hereby granted and conveyed having a width of fifty feet on said Liberty Street (which street is sometimes called "Chesnut Street" and "Back Street"), and extending from said Liberty Street with that width in its entire length to said Locut Grove property of the said James Taylor; being the same property granted and conveyed unto the said Murray H. Boyer by George Harrison Bailey and Elizabeth R. Bailey, his wife, by deed dated December 22, 1913, and recorded in Liber W.F.W. No. 4, fol. 428 &c., a land record book of Queen Anne's County aforesaid; the premises above described being subject to a certain mortgage made by the said Murray H. Boyer and Hettie A. Boyer, his wife, to Sarah Catherine Forman, to secure the payment of the sum of Eight Hundred Dollars, bearing date on the 26th day of December, 1913, and recorded in Liber W.F.W. No. 4, fol 428 &c., a land record book of Queen Anne's County aforesaid, on which the sum of Eight Hundred Dollars, with interest from the fourteenth day of August, in the year nineteen hundred and fourteen, is due.

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

AND the said Murray H. Boyer covenants that he will warrant specially the property hereby granted and conveyed, except as to the mortgage above described and the amount due thereupon, and that he will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test:- MURRAY H. BOYER. (SEAL).

Jesse B. Burchinal. HETTIE A. BOYER. (SEAL).

STATE OF MARYLAND,

KENT COUNTY, to wit:-

I hereby certify that on this 23rd. day of February, in the year nineteen hundred and fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Murray H. Boyer and Hettie A. Boyer, his wife, and they each did acknowledge the aforegoing Deed to be their respective act.

Notary Seal Public JESSE B. BURCHINAL

Notary Public.

1-50¢ Documentary Internal Revenue Stamp. 2/23/15.M.H.B.

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

This is to certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 6, folio 523 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 25th day of January, in the year nineteen hundred and fifty seven.

T. SORDEN PIPPIN
Clerk.

Filed Jan. 24, 1957

EXHIBIT B

Filed Jan. 24, 1957

EXHIBIT B

In the name of God, Amen!

I, Sarah Catherine Forman, of Queen Anne's County in the State of Maryland, do make and publish this as and for my last will and testament, in manner and form following, that is to say:

1. I hereby direct the payment of my just debts.

2. I hereby declare that I have a life estate only in the goods and chattels hereinafter described, now in my possession, and that subject to my said life estate the same belong to my daughter, Mary Earle Forman, to whom the same are to be delivered after my death, to wit:
the silver service consisting of coffee pot, tea pot, cream pitcher, and spoon-bowl bequeathed unto me for life with remainder unto my said daughter by my aunt Kate Earle Chamberlain; a set of walnut furniture consisting of a bureau, a wash stand, and four chairs bequeathed to me for life with remainder to my said daughter by my aunt Rose U. Earle.

3. I give and bequeath unto my daughter, Mary Earle Forman, the picture of my mother, one crochet bed spread, my sewing machine, my piano, my white knit bed spread given to me by my aunt Rose U. Earle, my mahogany wardrobe now used by her and now in her room, and the mahogany bureau given to me by Nellie Brown Cromwell.

4. I hereby give and bequeath unto my daughter-in-law, Elizabeth Sooy Forman, the wife of my son, Ezekiel T. M. Forman, the old chair with a silk bottom, and at present marked in her name, the mahogany carving table known as "The Melfield Carving Table", and one dozen of my best table napkins which are marked with the letter "F" and which were given to me by my said daughter-in-law.

5. I give and bequeath unto Margaret Valliant Forman, the wife of my son, Richard T. E. Forman the sum of twenty five dollars with the request that she purchase therewith some article to be kept by her as a memento of me.

6. I give and bequeath unto my granddaughter, Jessie Earle Forman the sum of twenty five dollars, with the request that she purchase therewith some article to be kept by her as a memento of me.

7. I give and bequeath unto Susan D. Horner (Mrs. G. P. Horner), of Baltimore City, my black beaded handbag.

8. I give and bequeath unto Annie Hollis, my faithful maid, in appreciation of her loyalty, always accompanied by kindness, shown me, the sum of fifty dollars.

9. I give and bequeath my shares of stock of the Emerson Drug Company unto my husband, Ezekiel M. Forman, for and during the terms of his natural life and no longer, and I hereby will and direct that if my said husband shall survive me, he shall have the right and power to dispose of and distribute among Mary Earle Forman, Ezekiel T. M. Forman and Richard T. E. Forman, three of our children, in such amounts and on such terms and conditions as he shall see fit or to give to any one of said three children, by his last will and testament, the said shares of stock. If my said husband shall not have made said distribution or appointment as aforesaid, then I hereby give and bequeath said shares of stock unto my daughter, Mary Earle Forman, and unto my two sons, Ezekiel T. M. Forman and Richard T. E. Forman, absolutely, equally (meaning, of course, at the death of my husband).

10. All the rest, residue and remainder of my property, real and personal, wheresoever situated or located, I hereby give, devise and bequeath unto my said husband, Ezekiel M. Forman, for his life, or until his remarriage, if he should remarry after my death. I charge my said husband to keep in good and proper repair my said real estate. I hereby declare the provision herein in favor of my husband are intended to be in lieu of his interests as surviving husband in both my real and personal property.

11. At the death of my husband, or upon his remarriage, in case he remarries after my death, I hereby give, bequeath and devise said rest, residue and remainder of my property, real and personal, unto Ezekiel T. M. Forman and Richard T. E. Forman, two of my children, and unto the survivors or survivor of them, in trust nevertheless for the following purposes, to wit:
To take charge of and manage the same, to lease and rent out and from time to time to release and re-rent the real estate thereof, and to invest and from time to time to re-invest the money and securities thereof, and to collect the rents, issues, profits, income, interest and dividends of said estate and property, and after paying thereout all costs of repairs to said real estate, all taxes and insurance thereon, and all costs incident to the trust hereby created, to apply the net income, rents &., so far as may be necessary, to the payment of the costs of furnishing my son, Pere T. Forman, with proper and suitable board, maintenance, support, clothing, medical attention, and such other things and matters as will promote his happiness and comfort, so long as he may live.
I direct my said children named above as trustees at end of each year of their trust to make an account of their trust and all income then in their hands not required for the performance of the trust reposed in them by this my will I give and bequeath unto the said Ezekiel T. M. Forman and Richard T. E. Forman and to my said daughter, Mary Earle Forman in equal parts absolutely and forever, as their own property, clear of said trust, with power unto them to make divisions of said surplus income annually after each accounting.

12. I direct that the trust created above my me for the benefit of my son, Pere T. Forman, shall cease at his death, and subject to the terms of said trust and subject to the life estate given my husband, I hereby give, devise, and bequeath all my said rest, residue and remainder of my property, real and personal, unto my three children, Mary Earle Forman, Ezekiel T. M. Forman and Richard T. E. Forman, absolutely and forever, in equal parts, but I do charge them and the estates so given unto them with the payment of the funeral expenses of my son, Pere T. Forman.

13. I hereby declare that the goods and chattels and personal property contained in my home other than those herein disposed of are the property of my said husband.

14. I hereby nominate and appoint my husband, Ezekiel M. Forman to be the executor of this my will without the necessity of giving bond, and I hereby revoke all former will my me made.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal this first day of March in the year nineteen hundred and twenty nine.

Sarah Catherine Forman (SEAL)

Signed, sealed, published, pronounced and declared by the above named testator, Sarah Catherine Forman, as and for her last will and testament, in our presence, who, at her request, in her presence and in the presence of each other, have thereunto signed our names as witnesses.

Delha D. Brown

Madison Brown

Filed Jan. 24, 1957

EXHIBIT C

Filed Jan. 24, 1957

In the name of God, Amen!

I, Sarah Catherine Forman, of Queen Anne's County in the State of Maryland, do make this for and declare the same to be a first codicil to my last will and testament which bears date this first day of March in the year nineteen hundred and twenty nine,

By item nine of my said will I dispose of my shares of stock of the Emerson Drug Company. Since the making of my will I have exchanged this stock(hereinafter called "old stock") for certain shares of stock (hereinafter called "new stock") in the company called "Emerson Bromo Seltzer, Incorporated", and I now desire to substitute this new stock for said old stock. Therefore, I now give my said new

stock unto my husband, Ezekial M. Forman, for his life only, with the power to dispose of the same by his will in the same manner and under the same conditions he is now empowered by said item of my will to dispose of said old stock, and I hereby declare that item nine of my will shall apply in the same manner to the said new stock and as fully as if I had named the new stock in my said will instead of the old stock

By item twelve of my will I give and devise one-third of my property not otherwise disposed of by my will unto my daughter, Mary Earle Forman, absolutely and in fee. It is my desire that my said daughter shall not take this absolute estate except in the event she shall leave at the time of her death a child or children to survive her.

I, therefore, revoke that part of my will which by said item twelve thereof I give and devise one-third of my property above described unto my daughter absolutely, and lieu thereof I do give and devise as follows:

The one-third part of my property, real and personal, by item twelve of my will given as aforesaid unto my daughter I now give devise, and bequeath unto the said Mary Earle Forman, her heirs, executors and administrators, but to become hers absolutely and in fee simple only in case she shall leave at the time of her death a child or children to survive her.

But in case my said daughter shall die without leaving a child or children at the time of her death, then the one-third part of my estate, real and personal, so by said item of my will given to my daughter shall go to and vest in my two sons, Ezekial T. M. Forman and Richard T. E. Forman, if both shall be living at the death of my said daughter but shall go to and vest in the survivor of them if only one of them shall be living at the time of the death of my daughter.

I hereby ratify and confirm my said last will and testament except so far as the same may be changed or altered by this my codicil to said will.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal this thirtieth day of June in the year nineteen hundred and thirty.

Sarah Catherine Forman (SEAL)

Signed, sealed, published, pronounced and declared by the above named testatrix-Sarah Catherine Forman, as and for a first codicil to her last will and testament dated March 1, 1929, in our presence, who, at her request, in her presence and in the presence of each other, have thereunto signed our names as witnesses.

Madison Brown

Delha D. Brown

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

On the 3rd day of March A. D. 1931, came Madison Brown, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Sarah Catherine Forman, late of Queen Anne's County, deceased, and made oath, in due form of law, that the aforegoing is the true and whole will and Codicil thereto attached 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 Sarah Catherine Forman at the time said Will and Codicil were executed respectively.

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 3rd day of March 1931 came Madison Brown and Delha D. Brown, subscribing witnesses to the aforegoing last Will and Testament and Codicil thereto of Sarah Catherine Forman, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament and Codicil, and that at the time of her so doing she was, to the best of their apprehensions, of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names, as witnesses, to said Will and Codicil, at her request in her 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, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY.

The aforegoing Instrument of Writing, purporting to be the last Will and Testament and Codicil of Sarah Catherine Forman, 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 3rd day of March A. D., 1931, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Sarah Catherine Forman, deceased.

Henry C. Bowen

W. Hopper Gibson

Clayton T. Cann
Judges of the Orphans' Court for
Queen Anne's County.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the last Will and Testament and First Codicil thereto of SARAH CATHERINE FORMAN, late of Queen Anne's County, deceased, together with the proof thereof as filed and passed in this office on March 3rd, 1931 and recorded in Liber W.T.B. No. 3 Folio 319, etc. in Record Book of 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 13th day of December 1956.

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

PLACE OF SEAL.

Filed Jan. 24, 1957

EXHIBIT D

Filed Jan. 24, 1957

BURLINGTON COUNTY SURROGATE'S COURT

In the matter of the estate of Ezekiel T. M. Forman dec'd.	)	POWER OF ATTORNEY

To the Surrogate of the County of Burlington:

The undersigned plaintiff for Letters Testamentary hereby constitute the Surrogate of Burlington County and his successors in office my true and lawful attorney upon whom all original process in any action at law or equity against the above estate may be served.

It is agreed that any original process so served against the above estate, shall be of the same force and effect as if duly served on me within this State.

Dated: March 24, 1955

Signed, sealed and delivered in the presence of Edith K. Estilow	Name	Elizabeth S. Forman Elizabeth S. Forman
	Address	River Road Green Bank, N. J.
	Name	Jessie F. Lewis
	Address	5139 Wetheredsville Road Baltimore 7, Maryland

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

BE IT REMEMBERED, That on this 24th day of March, 1955, before me, the subscriber Special Probate Court personally appeared Elizabeth S. Forman and Jessie F. Lewis, who, I am satisfied are the persons in the foregoing Power of Attorney named, and having first made known to them the contents thereof, they did thereupon acknowledge that they signed, sealed and delivered the aforesaid Power of Aggorney as their voluntary act and deed for the uses and purposes therein expressed.

Edith K. Estilow
Special Probate Clerk

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BURLINGTON COUNTY SURROGATE'S COURT

Docket No. _____

TO GEORGE B. BITTING, ESQUIRE
SURROGATE OF THE COUNTY OF BURLINGTON, NEW JERSEY

In the matter of the Estate of)
)
Ezekiel T. M. Forman, deceased.)

CIVIL ACTION
COMPLAINT
PROBATE AND LETTERS
TESTAMENTARY

Plaintiffs Elizabeth S. Forman, River road, Green Bank, Burlington County, New Jersey, and Jessie F. Lewis, 5139 Wetheredsville Road, Baltimore, 7, Baltimore County, Maryland., says:

1. On Saturday, December 18, 1954, Ezekiel T. M. Forman died, leaving a will dated March 16, 1954, wherein he appointed Elizabeth S. Formand and Jessie F. Lewis the Executrices.

2. Ezekiel T. M. Forman was domiciled in the Township of Washington, Burlington County, New Jersey, at the time of his death, having his residence at Rover road Green Bank, in said County and State.

3. Ezekiel T. M. Forman left him surviving as his heirs at law and next of kin the following persons:

Name	Age	Kin	P. O. Address
Elizabeth S. Forman		widow	R.F. #2 Egg Harbor- Green Bank N.J.
Jessie F. Lewis		daughter	5139 Wetherdsville Rd. Baltimore 7, Maryland

4. There are no other heirs or next of kin known to the plaintiff.

5. The said Ezekiel T. M. Forman had issue living when the will was made, and no child was born thereafter.

Wherefore, the plaintiff demands judgment:

A. Admitting to probate the last will
B. Directing that letters testamentary be granted to plaintiff.

Elizabeth S. Forman
Elizabeth S. Forman

Jessie F. Lewis
Jessie F. Lewis

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

Elizabeth S. Forman and Jessie F. Lewis named in the within complaint, being duly sworn according to law, did depose and say that the matters and things set forth in the within complaint are true to the best of their knowledge and belief.

Sworn and subscribed before me at Mount Holly, N. J., March 24 1955.

Edith K. Estilow
Special Probate Clerk

Elizabeth S. Forman
Elizabeth S. Forman

Jessie F. Lewis
Jessie F. Lewis

Last Will and Testament

OF

EZEKIEL T. M. FORMAN

I, EZEKIEL T. M. FORMAN, of Green Bank, Burlington County, State of New Jersey, do make, publish and declare the following as my Last Will and Testament in manner following, hereby revoking any and all Wills by me at any time heretofore made.

FIRST: I direct that all my just debts and my funeral expenses to be paid as soon as may be reasonable after my decease.

SECOND: I give, devise and bequeath unto my beloved wife, Elizabeth S. Forman, all my remaining estate, both real and personal, of whatever it may consist or wherever situate, to have, hold, receive, use and enjoy the rents, interest, issues and profits thereof during the term of her natural life, and from and after her decease, I give, devise and bequeath all the rest, residue and remainder of my estate, of whatsoever it may then consist, to my daughter, Jessie F. Lewis, of Baltimore, Maryland. Should my said daughter predecease my said wife, then and in that event I give, devise and bequeath said remainder to the child or children, as the case may be, of my daughter, Jessie F. Lewis.

THIRD: I do give my Executrices, and to thesurvivor or survivors of them, full power and authority to grant, bargain, rent, sell and convey all or any part of my real estate or personal estate to any person or persons, at public or private sale, at such times and upon such terms as they shall think fit.

FOURTH: I appoint my wife, Elizabeth S. Forman, and my daughter, Jessie F. Lewis, Executrices of this Will, they to serve without bond.

IN WITNESS WHEREOF, I, EZEKIEL T. M. FORMAN, have hereunto set my hand

and seal this 16 day of ~~November~~ March 1952 4.

Ezekiel T. M. Forman (SEAL)

SIGNED, SEALED, ACKNOWLEDGED, PUBLISHED and DECLARED by the said EZEKIEL T. M. FORMAN, as and for his last Will and Testament, in the presence of us (both being present at the same time), who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Marie R. Kemble

Karel A. Kembel
Lower Bank, N. J.

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

Marie R. Kemble and Paul A. Kemble, the witnesses to the annexed writing purporting to be the last Will and Testament of Ezekiel T. M. Forman, deceased, being duly sworn according to law, deposes and say that they Marie R. Kemble and Paul A. Kemble the subscribing witnesses and Ezekiel T. M. Forman, the testator were together in the presence of each other; that testator did then in their presence sign his name to said instrument, acknowledge the same to be his signature and declare the instrument to be his last Will and Testament; and thereupon at the request of testator these deponents did subscribe their names as witnesses thereto in the presence of said testator and of each other.

And deponents further say that at this time the said testator was above the age of twenty-one years, of sound and disposing mind and memory, and not under any restraint so far as they know and as they verily believe.

Sworn and Subscribed at Mount Holly, County and State aforesaid March 8, A.D., 1955, before me,

Edith K. Estilow
Special Probate Clerk

Marie R. Kemble
Marie R. Kemble

Karel
~~Paul~~ A. Kemble
~~Paul~~ A. Kemble
Karel

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

Elizabeth S. Forman and Jessie F. Lewis being duly sworn depose and say that the within writing naming them Executrices, contains the true last Will and Testament of Ezekiel T. M. Forman, deceased, so far as they know and as they verily believe; that they will exhibit into the Surrogate's Office of the County of Burlington when thereunto lawfully required a true and perfect inventory of all and singular the goods and chattels, rights and credits of said deceased that have or shall come to their knowledge or possession or to the possession of any other person for their use; that they will comply with the provisions of all Federal and State Laws concerning Inheritance Taxes; that they will well and truly perform their duties as such Executrices by paying first the debts of said deceased, and then the legacies therein specified, so far as the assets of the estate can thereunto extend, and render a just and true account within twelve calendar months or when thereunto lawfully required.

Sworn and Subscribed at Mount Holly, County and State aforesaid March 24, A.D. 1955, before me

Edith K. Estilow
Special Probate Clerk

Elizabeth S. Forman
Elizabeth S. Forman

Jessie F. Lewis
Jessie F. Lewis

BURLINGTON COUNTY SURROGATE'S COURT

In the matter of the Estate of

Ezekiel T. M. Forman, deceased.

ORDER OF PROBATE

Application having been made by Elizabeth S. Forman of Burlington County and Jessie F. Lewis of Baltimore County, Maryland for probate of the last will of Ezekiel T. M. Forman deceased, and Letters Testamentary thereon, and the Surrogate having inquired into the circumstances and taken proof, and being satisfied of the genuineness of the Will produced, the validity of its execution and the competency of the testator, and the probate of said Will not having been contested and it appearing that the testator died more than ten days ago, it is on this 24th day of March, 1955, adjudged that the instrument offered for probate in this matter is the last Will and Testament of Ezekiel T. M. Forman, deceased and the same is hereby admitted to probate; and it is ordered that Letters Testamentary may be issued thereon to Elizabeth S. Forman and Jessie F. Lewis the Executrices named in said Will who may qualify thereunder.

George B. Bitting
Surrogate of Burlington County

By: Mary W. Sulluvan
Deputy Surrogate

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

Place of SEAL

I, GEORGE B. BITTING, Surrogate of the County of Burlington, State of New Jersey, do certify the annexed to be a true copy of the last Will and Testament of Ezekiel T. M. Forman, deceased, late of the County of Burlington, New Jersey, admitted to probate by me,

and that Elizabeth S. Forman of Burlington County and Jessie F. Lewis of Baltimore County, Maryland the Executrices therein named, are duly authorized to take upon themselves the administration of the estate of the testator, agreeably to the said Will. Witness my hand and seal of office this 24th day of March in the year of our Lord one thousand nine hundred and fifty-five.

George B. Bitting
Surrogate

By: MARY W. SULLIVAN
Deputy Surrogate

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

Place of SEAL

I, GEORGE B. BITTING, Surrogate of the County of Burlington, State of New Jersey, do certify the annexed to be a true copy of the last Will and Testament of Ezekiel T. M. Forman, deceased, late of the County of Burlington, New Jersey, admitted to probate by me, and that Elizabeth S. Forman of Burlington County and Jessiw F. Lewis of Baltimore County, Maryland, the Executrices therein named, are duly authorized to take upon themselves, the administration of the estate of the testator, agreeably to the said Will; Witness my hand and seal of office this 24th day of March in the year of our Lord one thousand nine hundred and fifty five.

George B. Bitting
Surrogate

By: Mary W. Sullivan
Deputy Surrogate

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

Place of SEAL

I, GEORGE B. BITTING, Surrogate for the Probate of Wills and Granting Letters of Administration in and for the said County of Burlington, do hereby certify that the above and foregoing writings are TRUE COPIES OF THE LAST WILL AND TESTAMENT OF Ezekiel T. M. Forman, deceased, late of Green Bank, New Jersey, in the County of Burlington, in the State of New Jersey, together with the affidavits and other proceedings had in this office for the probate thereof, and also the Letters Testamentary issued thereunto to the executor, now of record and about to be recorded, in my office; also that the said Will appears to be duly proved according to the laws of the State of New Jersey, and is of force; and that the attestation is in due form according to law.

WITNESS my hand and seal of office, the 24th day of March in the year of our Lord one thousand nine hundred and fifty five.

George B. Bitting
Surrogate

BURLINGTON COUNTY COURT
PROBATE DIVISION

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

I, A. J. Cafiero, Assigned Judge of the Court of the said County of Burlington, in said State, do hereby certify that GEORGE B. BITTING, whose name, in his own proper handwriting, is subscribed to the foregoing certificate, is, and was, at the time the same bears date, Surrogate of said County and Clerk of the Probate Division of Burlington County Court, and that full faith and credit are due to his official acts. And further, that the seal attached to said certificate is his official seal and the seal of the said Surrogate's Court, and that the said certificate is in due form and made by the proper officer, and would be received in evidence in the Courts of this State.

Place of SEAL

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of March A.D. one thousand nine hundred and fifty five.

A. J. Cafiero
Assigned Judge of the Burlington County Court Probate Division

BURLINGTON COUNTY SURROGATE'S OFFICE

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS.

I, GEORGE B. BITTING, Surrogate and Clerk of the Probate Division of Burlington County Court, in said State, do hereby certify that A. J. Cafiero, whose name is subscribed to the proceeding certificate, is Assigned Judge of Burlington County Court, Probate Division, duly commissioned and qualified, and that his signature to said certificate is genuine. To all whose acts as such full faith and credit are due and given, as well in courts of judicature as elsewhere.

Place of SEAL

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 24th day of March A.D. one thousand nine hundred and fifty five.

George B. Bitting
Surrogate and Clerk of the Probate Division of
Burlington County Court.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the Exemplified Copy of the last Will and Testament of EZEKIEL T. M. FORMAN, late of Burlington County, New Jersey, which was filed for record in the Office of the Register of Wills on April 12th, 1955 and recorded in Liber E.E.C. No. 1 Folio 396, etc. in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 22nd day of January 1957.

Place of SEAL

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

Filed Jan. 24, 1957

EXHIBIT "E"

Filed Jan. 24, 1957

THIS CONTRACT OF SALE, made this 5th day of December 1956, by and between RICHARD T. E. FORMAN, Trustee of a Trust Estate created for the benefit of Pere T. Forman by the last Will and Testament of Sara Catherine Forman, party of the first part, hereinafter called TRUSTEE; RICHARD T. E. FORMAN, MARY F. BROWN, ELIZABETH S. FORMAN and JESSIE F. LEWIS, parties of the second part, hereinafter called REMAINDERMEN; and MARGARET V. FORMAN, wife of Richard T. E. Forman, W. PURNELL BROWN, husband of Mary F. Brown, and J. HANSELL LEWIS, husband of Jessie F. Lewis, parties of the third part, hereinafter called SPOUSES; and MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife, parties of the fourth part, hereinafter called BUYERS.

WITNESSETH -

1. That the Trustee and the Remaindermen agree to sell, the Spouses agree to release any marital rights in, and the Buyers agree to purchase the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the southwestern part of the town of Centreville, Queen Anne's County, State of Maryland, on the eastern side of Liberty Street, in said town, improved by two frame dwelling houses and other outbuildings, and bounded on the northeast by the lot of land formerly belonging to Ezekiel M. Forman, now deceased, on the south or southwest by the lot of land formerly belonging to Samuel Charles Walls, and on the east by that part of the property called or formerly called "Locust Grove" of James Taylor, the lot of land hereby granted and conveyed having a width of fifty feet on said Liberty Street, and extending from said Liberty Street with that width in its entire length to said Locust Grove property of the said James Taylor.

BEING the same land which by deed dated February 23, 1915 and recorded among the land records of Queen Anne's County in Liber W.F.W. No. 6, folio 523 was granted and conveyed by Murray H. Boyer and wife unto Sara Catherine Forman.

TOGETHER with all buildings and fixtures thereto belonging, appertaining or situate, including all water, plumbing, light and heating systems and fixtures thereto attached, thereto belonging or appertaining and all screens, screen doors, trees and shrubbery, as they may now exist.

2. Said premises are to be conveyed by a good and sufficient deed to the Buyers, or to such person or persons as may be substituted in lieu thereof, conveying a good and marketable title to said premises free from all liens and encumbrances, except any publicly recorded easements appertaining this property or any easements which may be determined by an inspection of the premises, and for such deed and conveyance the Buyers are to pay the sum of Seven Thousand Five Hundred Dollars ($7,500.00) of which Two Hundred Dollars ($200.00) has been paid this day unto the Trustee and is to be held by him pending final settlement or discharge under this agreement. Seven Thousand Three Hundred Dollars ($7,300.00) is to be paid in cash upon delivery of said deed.

3. Full possession of the said premises, subject to the rights of any tenants under a month to month tenancy, is to be delivered to the Buyers at the date of the delivery of the deed; the said premises to be in the same condition in which it now is, reasonable use and wear of the buildings thereon and minor damage by any unavoidable casualty or accident excepted.

Buyers are to be allowed access to said premises immediately and shall be permitted to make minor repairs at their own expense.

The Buyers may continue to rent the building on said premises in which they are now tenants until the date of final settlement, at which time any rents paid or accrued shall be adjusted.

4. The buildings and improvements on said premises shall be at the risk of the Trustee and Remaindermen pending final settlement and in the event that any building thereon is destroyed or partially destroyed by fire or other casualty, pending final settlement, then any payments made under this agreement shall be thereupon refunded unto the Buyers and all obligation of the parties hereto shall terminate and

this agreement shall be deemed void without recourse to any of the parties hereto.

5. State, County and Town taxes and other charges levied against the said premises for the taxable year in which settlement takes place shall be apportioned as of the day of delivery of said deed.

6. The Trustee and Remaindermen agree to promptly institute and prosecute in the Circuit Court for Queen Anne's County, in Equity, whatever proceedings may be necessary to procure the ratification of the sale of the interest of said parties in and to this property. All costs and expenses incident to said proceedings shall be borne by said Trustee and Remaindermen.

The Trustee and Remaindermen respectively agree that this sale is advantageous to all persons having an interest in said lands.

7. The deed is to be delivered and the consideration paid at the office of the Clerk of the Circuit Court for Queen Anne's County, Centreville, Maryland, within ten (10) days after the ratification of the said sale by the Circuit Court for Queen Anne's County in Equity, unless some other time and/or place is mutually agreed upon by the parties hereto.

8. The said deed is to be prepared by the Buyers' attorney at their expense and recorded among the land records of Queen Anne's County by the Buyers at their expense, including all documentary and recordation tax stamps.

The costs of preparing this agreement shall be borne by the Trustee and Remaindermen.

The costs of any title examination of the premises, which the Buyers may desire, shall be paid by the Buyers.

9. If the Trustee and Remaindermen shall be unable to give title or make conveyance as herein provided, then they shall use reasonable diligence to remove any title defect and the date for the consummation of this agreement shall be extended thirty (30) days. In the event they shall be unable to remove such title defect within such time, then any payments made under this agreement shall be thereupon refunded, and all obligations of the parties hereto shall terminate and this agreement shall be deemed void without recourse to any of the parties hereto.

In the event Buyers shall fail to perform any of the Buyers' agreements herein set forth, all payments made herein by Buyers may, at the option of the Trustee, be retained by the Trustee as liquidated damages.

10. All of the agreements, terms and conditions herein contained shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, said parties of this agreement do hereunto subscribe their names and affix their seals:

TEST:

Catherine F. Huygens	RICHARD T. E. FORMAN (SEAL) Richard T. E. Forman TRUSTEE
CATHERINE F. HUYGENS	RICHARD T. E. FORMAN (SEAL) Richard T. E. Forman
CATHERINE F. HUYGENS	MARY F. BROWN (SEAL) Mary F. Brown
GEORGINE P. SUMWALT	ELIZABETH S. FORMAN (SEAL) Elizabeth S. Forman
GEORGINE P. SUMWALT	JESSIE F. LEWIS (SEAL) Jessie F. Lewis REMAINDERMEN
CATHERINE F. HUYGENS	MARGARET V. FORMAN (SEAL) Margaret V. Forman
CATHERINE F. HUYGENS	W. PURNELL BROWN (SEAL) W. Purnell Brown
GEORGINE P. SUMWALT	J. HANSELL LEWIS (SEAL) J. Hansell Lewis SPOUSES
MARY AGNES FORD	MORTE P. BEDFORD (SEAL) Morte P. Bedford
MARY AGNES FORD	BESSIE D. BEDFORD (SEAL) Bessie D. Bedford BUYERS

ORDER OF PUBLICATION

Filed Jan. 24, 1957

ORDER OF PUBLICATION

RICHARD T. E. FORMAN, Surviving Trustee of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased, Easton, Maryland; RICHARD T. E. FORMAN and MARGARET V. FORMAN, his wife, Easton, Maryland; MARY F. BROWN and W. PURNELL BROWN, her husband, Centreville, Maryland; ELIZABETH S. FORMAN, widow, 5139 Wetherdsville Road, Baltimore, Maryland; JESSIE F. LEWIS and J. HANSELL LEWIS, her husband, 5139 Wetherdsville Road, Baltimore, Maryland; Complainants	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Cause No. 4095
vs.	:	
PERE T. FORMAN, single man, Centreville, Maryland; DUDLEY LEWIS, infant, 5139 Wetherdsville Road, Baltimore, Maryland; MARGARET F. MacGLASHAN and DONALD W. MacGLASHAN, her husband, 2303 Jefferson Park Avenue, Charlottesville, Virginia; CATHERINE HAMILTON MacGLASHAN, infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; DONALD WELTON MacGLASHAN, JR., infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; ANNE FORMAN MacGLASHAN, infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; CATHERINE F. HUYGENS, divorced, Easton, Maryland; ELIZABETH ANN HUYGENS, infant, Easton, Maryland; Defendants	:	

The object of this proceeding is to obtain a sale of the property described as follows:

> ALL that lot or parcel of land situate, lying and being in the southwestern part of the town of Centreville, Queen Anne's County, State of Maryland, on the eastern side of Liberty Street, in said town, improved by two frame dwelling houses and other outbuildings, and bounded on the northeast by the lot of land formerly belonging to Ezekiel M. Forman, now deceased, on the south or southwest by the lot of land formerly belonging to Samuel Charles Walls, and on the east by that part of the property called or formerly called "Locust Grove" of James Taylor, the lot of land hereby granted and conveyed having a width of fifty feet on said Liberty Street, and extending from said Liberty Street with that width in its entire length to said Locust Grove property of the said James Taylor,

which lot was conveyed unto the said Sara Catherine Forman by deed dated February 23, 1915, and recorded among the land records of Queen Anne's County in Liber W.F.W. No. 6 folio 523 from Murray H. Boyer and wife.

The Bill states that Sara Catherine Forman, late of Queen Anne's County, State of Maryland, departed this life in the year 1931 seized and possessed of the above described real estate.

That the said Sara Catherine Forman left a Last Will and Testament, dated March 1, 1929, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 folio 319, by which she devised the said property for life unto her husband, Ezekiel M. Forman, (since departed this life) then in trust for the life of her son, Pere T. Forman (who still survives and is a party defendant in this cause) with remainder in fee simple in equal parts to her three children, Richard T. E. Forman, Ezekiel T. M. Forman and Mary Earle Forman (who has since married W. Purnell Brown and is one of the Complainants in this cause).

That the said Sara Catherine Forman left a First Codicil to the aforementioned Last Will and Testament dated June 30, 1930, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 folio 321, by which she devised the one-third part in remainder to her said daughter, Mary Earle Forman, (now Mary F. Brown) in fee simple only in case she should leave at the time of her death a child or children to

survive her, but in case the said daughter should die without leaving a child or children at the time of her death, then the one-third part, so by said will given to her daughter, should go to and vest in her sons, Ezekiel T. M. Forman and Richard T. E. Forman, if both should be living at the death of said daughter, but should go to and vest in the survivor of them if only one of them should be living at the time of the death of said daughter.

That the said Ezekiel T. M. Forman departed this life on the 18th day of December, 1954, leaving a Last Will and Testament, dated March 16, 1954, duly admitted to probate by the Surrogate of Burlington County, New Jersey, and exemplified copies thereof recorded among the Will Records of Queen Anne's County in Liber E.E.C. No. 1 folio 397, by which he devised his one-third vested remainder in and to said property, unto his wife, Elizabeth S. Forman (who still survives and is a party Complainant in this cause) for life and after her decease to his daughter, Jessie F. Lewis, but should his said daughter predecease his said wife, then to the child or children, as the case might be, of his said daughter.

That the Complainants alleged that they are advised that as parties in interest in said land they are entitled to make application to this Honorable Court, pursuant to the provisions of Section 264 of Article 16 of the Annotated Code of Maryland, if all the parties in being are parties to this proceeding, for a decree for a sale of said land, if it shall appear to be advantageous to the parties concerned.

That all parties in being, who would be entitled to the above-mentioned land to be sold if all contingencies happened at the date of such a decree, have been made parties to this proceeding, as will more fully appear as follows, that is to say:

a. Richard T. E. Forman, one of the Complainants, is the Surviving Trustee of the trust estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased.

b. Richard T. E. Forman, one of the Complainants, individually, is the same Richard T. E. Forman designated as a remainderman and executory devisee in the Last Will and Testament of Sara Catherine Forman, deceased, and Margaret V. Forman, another of the Complainants, is his wife, both of whom are adults.

c. Mary F. Brown, one of the Complainants, is the same Mary Earle Forman designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased, and W. Purnell Brown, another of the Complainants, is her husband, both of whom are adults.

d. Elizabeth S. Forman, one of the Complainants, is the widow of Ezekiel T. M. Forman (designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased), is the life tenant designated in the Last Will and Testament of Ezekiel T. M. Forman, deceased, and is an adult.

e. Jessie F. Lewis, one of the Complainants, is the daughter of Ezekiel T. M. Forman (designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased), is the remainderman designated in the Last Will and Testament of Ezekiel T. M. Forman, deceased, is the only child of the said Ezekiel T. M. Forman, deceased, and J. Hansell Lewis, another of the Complainants, is her husband, both of whom are adults.

f. Pere T. Forman, one of the Defendants, is the life beneficiary of the trust estate created under the Last Will and Testament of Sara Catherine Forman, deceased, is one of the children of Sara Catherine Forman, deceased, and is an adult.

g. Dudley Lewis, one of the Defendants, is the only child of the said Jessie F. Lewis and is an infant.

h. Margaret F. MacGlashan, one of the Defendants, is a child of the said Richard T. E. Forman, and Donald W. MacGlashan, one of the Defendants, is her husband, both of whom are adults.

i. Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, three of the Defendants, are the only children of the said Margaret F. MacGlashan, and are infants.

j. Catherine F. Huygens, one of the Defendants, is a child of the said Richard T. E. Forman, is divorced and is an adult.

k. Elizabeth Ann Huygens, one of the Defendants, is the only child of the said Catherine F. Huygens and is an infant.

That a sale of said land appears to be advantageous to the parties concerned, because the two houses on said land produce very little income and extensive and costly repairs and improvements need to be made at this time without the possibility of a commensurate increase in the rentals.

That all of the parties to this cause who presently have an interest in said real estate, believing that a sale thereof would be advantageous to all persons having an interest in the same, have entered into an agreement with Morte P. Bedford and Bessie D. Bedford, his wife, to sell said land for the sum of Seven Thousand Five Hundred Dollars ($7,500.00) upon the terms therein set forth.

That the Defendants, Margaret F. MacGlashan and Donald W. MacGlashan, her husband, and their three infant children, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, are all non-residents of the State of Maryland and live in Charlottesville, Virginia; all other parties are residents of the State of Maryland and can be served with process therein.

The Bill prays that a decree may be passed for the sale of said real estate, and the proceeds of sale limited so as to enure in like manner as by the original grant to the use of the same parties who would be entitled to the land sold; that a Trustee may be appointed to sell and convey the said real estate unto the said Morte P. Bedford and Bessie D. Bedford, his wife, upon the terms set forth in said agreement, after the payment in full of said purchase price, by a good and sufficient deed to the said purchasers conveying the property and estate so sold to them, 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; and that the Complainants may have such other and further relief in the premises as their case may require.

It is thereupon ordered by the Circuit Court of Queen Anne's County this 24th day of January, 1957, that the Complainants by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 28th day of February, 1957, give notice to the said Defendants, Margaret F. MacGlashan, Donald W. MacGlashan, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, all of whom are non-residents of the State of Maryland, of the object and substance of this Bill of Complaint, warning them to be and appear in this Court in person or by Solicitor on or before the 16th day of March, 1957, to show cause, if any they may have, why a decree should not be passed as prayed.

T. SORDEN PIPPIN CLERK

Filed Jan. 24, 1957

SUBPOENA

Filed Jan. 26, 1957

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Mr. Pere T. Forman
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Richard T. E. Forman, Surviving Trustee of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Cathering Forman, deceased, Easton, Maryland; Richard T. E. Forman and Margaret V. Forman, his wife, Easton, Maryland; Mary F. Brown and W. Purnell Brown, her husband, Centreville, Maryland; Elizabeth S. Forman, widow, 5139 Wetherdsville Road, Baltimore, Maryland; Jessie F. Lewis and J. Hansell Lewis, her husband, 5139 Wetherdsville Road, Baltimore, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of January, 1957.

Issued the 24th day of January, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Clayton C. Carter

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing Subpoena is the following endorsement:

Defendant summoned by reading subpoena to him and leaving copy of subpoena and bill of complaint with him this 26th day of January 1957

ALEXIS M. BUTLER
Sheriff

SUBPOENA

Filed Jan. 30, 1957

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Catherine F. Huygens
Easton, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Richard T.E. Forman, Surviving Trustee, of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased, Easton, Maryland; Richard T. E. Forman and Margaret V. Forman, his wife, Easton, Maryland; Mary F. Brown and W. Purnell Brown, her husband, Centreville, Maryland, Elizabeth S. Forman, widow, 5139 Wetherdsville Road, Baltimore, Maryland, Jessie F. Lewis and J. Hansell Lewis, her husband, 5139 Wetherdsville Road, Baltimore, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of January, 1957.

Issued the 24th day of January, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Clayton Carter T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the backof the aforegoing Subpoena is the following endorsement:

Received the 26th day of Jan. 1957 and forthwith delivered to the Sheriff of Talbott County for service.

Test JOHN T. BAYNARD
Clerk

Served on Catherine F. Huygens this 28th day, January. A. D 1957 and copy of Writ and bill left with her.

A. Raymond Carroll, Sheriff of Talbot Co.

By Roland E. Foreman
Deputy Sheriff of Talbot Co.

Filed Jan. 30, 1957

SUBPOENA

Filed January 30, 1957

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Elizabeth Ann Huygens, infant
Easton, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Richard T. E. Forman, Surviving Trustee of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased, Easton, Maryland, Richard T. E. Forman and Margaret V. Forman, his wife, Easton, Maryland; Mary F. Brown and W. Purnell Brown, her husband, Centreville, Maryland, Elizabeth S. Forman, widow, 5139 Wetherdsville Road, Baltimore, Maryland; Jessie F. Lewis and J. Hansell Lewis, her husband, 5139 Wetherdsville Road, Baltimore, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of January, 1957.

Issued the 24th day of January, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Clayton C. Carter T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing Subpoena is the following endorsement:

Received the 26th day of Jan. 1957 and forthwith delivered to the Sheriff of Talbott County for service.

Test JOHN T. BAYNARD.
Clerk

Served on Elizabeth Ann Huygens mother of said infant, this 28th day of January, 1957 and copy of Writ and Bill left with mother.

A. RAYMOND CARROLL
Sheriff of Talbot Co.

By ROLAND E. FORMAN
Deputy Sheriff of Talbot Co.

Filed 1-30-57

SUBPOENA

Filed Jan. 31, 1957

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Dudley Lewis, infant
5139 Wetherdsville Road
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Richard T. E. Rorman, Surviving Trustee of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased, Easton, Maryland; Richard T. E. Forman and Margaret V. Forman, his wife, Easton, Maryland; Mary F. Brown and W. Purnell Brown, her husband, Centreville, Maryland; Elizabeth S. Forman, widow, 5139 Wetherdsville Road, Baltimore, Maryland; Jessie F. Lewis and J. Hansell Lewis, her husband, 5139 Wetherdsville Road, Baltimore, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland; the 7th day of January 1957

Issued the 24th day of January, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Clayton C. Carter T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing Subpoena is the following endorsement:

Summoned by reading Summons to Dudley Lewis, Infant, and a copy of the Process with a copy of the Bill of Complaint left with said Infant; also a copy of the Process with a copy of the Bill of Complaint left with Jessie F. Lewis, mother of and party having care of said Infant named in Writ, on the 29th day of January, 1957, in the presence of Sol Jacobs.

JOSEPH C. DEEGAN
Sheriff

ANSWER

Filed Feb. 7, 1957

RICHARD T. E. FORMAN, et al.	:	IN THE CIRCUIT COURT
vs.	:	FOR
PERE T. FORMAN, et al.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
		Cause No. 4095

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Pere T. Forman, Adult, to the Bill of Complaint in the above entitled cause against him in this Court exhibited, respectfully represents:

That he admits the matters and facts set forth in the said Bill of Complaint, does hereby waive notice of the taking of testimony in this cause, as he does not choose to appear to offer evidence in the premises, and consents to the passage of such decree as may be right and proper in the premises without further notice to him.

And having fully answered the said Bill of Complaint, this Defendant prays to be dismissed with his proper costs.

And as in duty bound, etc.

PERE T. FORMAN

Filed Feb. 7, 1957

Service of a copy admitted this 7th day of February, 1957

CLAYTON C. CARTER
Solicitor for Complainants

ORDER OF PUBLICATION

Filed Feb. 13, 1957

ORDER OF PUBLICATION

RICHARD T. E. FORMAN, Surviving Trustee of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased, Easton, Maryland; RICHARD T. E. FORMAN and MARGARET V. FORMAN, his wife, Easton, Maryland; MARY F. BROWN and W. PURNELL BROWN, her husband, Centreville, Maryland; ELIZABETH S. FORMAN, widow, 5139 Wetherdsville Road, Baltimore, Maryland; JESSIE F. LEWIS and J. HANSELL LEWIS, her husband, 5139 Wetherdsville Road, Baltimore, Maryland; Complainants	:	IN THE CIRCUIT COURT
vs.	:	FOR
PERE T. FORMAN, single man, Centreville, Maryland; DUDLEY LEWIS, infant, 5139 Wetherdsville Road, Baltimore, Maryland; MARGARET F. MacGLASHAN and DONALD W. MacGLASHAN, her husband, 2303 Jefferson Park Avenue, Charlottesville, Virginia; CATHERINE HAMILTON MacGLASHAN, infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; DONALD WELTON MacGLASHAN, JR. infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; ANNE FORMAN MacGLASHAN, infant, 2303 Jefferson Park Avenue, Charlottesville, Virginia; CATHERINE F. HUYGENS, divorced, Easton, Maryland; ELIZABETH ANN HUYGENS, infant, Easton, Maryland; Defendants	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	Cause No. 4095

The object of this proceeding is to obtain a sale of the property described as follows:

> ALL that lot or parcel of land situate, lying and being in the southwestern part of the town of Centreville, Queen Anne's County, State of Maryland, on the eastern side of Liberty Street, in said town, improved by two frame dwelling houses and other outbuildings, and bounded on the northeast by the lot of land formerly belonging to Ezekiel M. Forman, now deceased, on the south or southwest by the lot of land formerly belonging to Samuel Charles Walls, and on the east by that part of the property called or formerly called "Locust Grove" of James Taylor, the lot of land hereby granted and conveyed having a width of fifty feet on said Liberty Street, and extending from said Liberty Street with that width in its entire length to said Locust Grove property of the said James Taylor,

which lot was conveyed unto the said Sara Catherine Forman by deed dated February 23, 1915, and recorded among the land records of Queen Anne's County in Liber W.F.W. No. 6 folio 523 from Murray H. Boyer and wife.

The Bill states that Sara Catherine Forman, late of Queen Anne's County, State of Maryland, departed this life in the year 1931 seized and possessed of the above described real estate.

That the said Sara Catherine Forman left a last Will and Testament, dated March 1, 1929, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 folio 319, by which she devised the said property for life unto her husband, Ezekiel M. Forman, (since departed this life) then in trust for the life of her son, Pere T. Forman (who still survives and is a party defendant in this cause) with remainder in fee simple in equal parts to her three children, Richard T. E. Forman, Ezekiel T. M. Forman and Mary Earle Forman (who has since married W. Purnell Brown and is one of the Complainants in this cause).

That the said Sara Catherine Forman left a First Codicil to the aforementioned Last Will and Testament dated June 30, 1930, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 folio 321, by which she devised the one-third part in remainder to her said daughter, Mary Earle Forman, (now Mary F. Brown) in fee simple only in case she should leave at the time of her death a child or children to survive her, but in case the said daughter should die without leaving a child or children at the time of her death, then the one-third part, so by said will given to her daughter, should go to and vest in her sons, Ezekiel T. M. Forman and Richard T. E. Forman, if both should be living at the death of said daughter, but should go to and vest in the survivor of them if only one of them should be living at the time of the death of said daughter.

That the said Ezekiel T. M. Forman departed this life on the 18th day of December, 1954, leaving a Last Will and Testament, dated March 16, 1954, duly admitted to probate by the Surrogate of Burlington County, New Jersey, and exemplified copies thereof recorded among the Will Records of Queen Anne's County in Liber E.E.C. No. 1 folio 397, by which he devised his one-third vested remainder in and to said property, unto his wife, Elizabeth S. Forman (who still survives and is a party Complainant in this cause) for life and after her decease to his daughter, Jessie F. Lewis, but should his said daughter predecease his said wife, then to the child or children, as the case might be, of his said daughter.

That the Complainants alleged that they are advised that as parties in interest in said land they are entitled to make application to this Honorable Court, pursuant to the provisions of Section 264 of Article 16 of the Annotated Code of Maryland, if all the parties in being are parties to this proceeding, for a decree for a sale of said land, if it shall appear to be advantageous to the parties concerned.

That all parties in being, who would be entitled to the above-mentioned land to be sold if all contingencies happened at the date of such a decree, have been made parties to this proceeding, as will more fully appear as follows, that is to say:

a. Richard T. E. Forman, one of the Complainants, is the Surviving Trustee of the trust estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased.

b. Richard T. E. Forman, one of the Complainants, individually, is the same Richard T. E. Forman designated as a remainderman and executory devisee in the Last Will and Testament of Sara Catherine Forman, deceased, and Margaret V. Forman, another of the Complainants, is his wife, both of whom are adults.

c. Mary F. Brown, one of the Complainants, is the same Mary Earle Forman designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased, and W. Purnell Brown, another of the Complainants, is her husband, both of whom are adults.

d. Elizabeth S. Forman, one of the Complainants, is the widow of Ezekiel T. M. Forman (designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased), is the life tenant designated in the Last Will and Testament of Ezekiel T. M. Forman, deceased, and is an adult.

e. Jessie F. Lewis, one of the Complainants, is the daughter of Ezekiel T. M. Forman (designated as a remainderman in the Last Will and Testament of Sara Catherine Forman, deceased), is the remainderman designated in the Last Will and Testament of Ezekiel T. M. Forman, deceased, is the only child of the said Ezekiel T. M. Forman, deceased, and J. Hansell Lewis, another of the Complainants, is her husband, both of whom are adults.

f. Pere T. Forman, one of the Defendants, is the life beneficiary of the trust estate created under the Last Will and Testament of Sara Catherine Forman, deceased, is one of the children of Sara Catherine Forman, deceased, and is an adult.

g. Dudley Lewis, one of the Defendants, is the only child of the said Jessie F. Lewis and is an infant.

h. Margaret F. MacGlashan, one of the Defendants, is a child of the said Richard T. E. Forman, and Donald W. MacGlashan, one of the Defendants, is her husband, both of whom are adults.

i. Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, three of the Defendants, are the only children of the said Margaret F. MacGlashan, and are infants.

j. Catherine F. Huygens, one of the Defendants, is a child of the said Richard T. E. Forman, is divorced and is an adult.

k. Elizabeth Ann Huygens, one of the Defendants, is the only child of the said Catherine F. Huygens and is an infant.

That a sale of said land appears to be advantageous to the parties concerned, because the two houses on said land produce very little income and extensive and costly repairs and improvements need to be made at this time without the possibility of a commensurate increase in the rentals.

That all of the parties to this cause who presently have an interest in said real estate, believing that a sale thereof would be advantageous to all persons having an interest in the same, have entered into an agreement with Morte P. Bedford and Bessie D. Bedford, his wife, to sell said land for the sum of Seven Thousand Five Hundred Dollars ($7,500.00) upon the terms therein set forth.

That the Defendants, Margaret F. MacGlashan, and Donald W. MacGlashan, her husband, and their three infant children, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, are all non-residents of the State of Maryland and live in Charlottesville, Virginia; all other parties are residents of the State of Maryland and can be served with process therein.

The Bill prays that a decree may be passed for the sale of said real estate, and the proceeds of sale limited so as to enure in like manner as by the original devise to the use of the same parties who would be entitled to the land sold; that a Trustee may be appointed to sell and convey the said real estate unto the said Morte P. Bedford and Bessie D. Bedford, his wife, upon the terms set forth in said agreement, after the payment in full of said purchase price, by a good and sufficient deed to the said purchasers conveying the property and estate so sold to them, 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; and that the Complainants may have such other and further relief in the premises as their case may require.

It IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 13th day of February, 1957, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 16th day of March, 1957, give notice to the Defendants, Margaret F. MacGlashan, Donald W. MacGlashan, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, who are non-residents of the State of Maryland, of the substance and object of the bill of complaint to appear in the Circuit Court for Queen Anne's County in Equity on or before the 1st day of April, 1957, and file his or her answer or other defense in the Clerk's Office of said Court, at Centreville, Maryland, within fifteen days thereafter, otherwise a decree pro confesso and/or a final decree may be entered for the relief prayed for in said bill.

T. SORDEN PIPPIN
Clerk

Filed Feb. 13, 1957

AFFIDAVIT

Filed Feb. 23, 1957

RICHARD T. E. FORMAN et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
PERE T. FORMAN et al.	:	IN EQUITY
	:	Cause No. 4095

AFFIDAVIT

STATE OF VIRGINIA, COUNTY OF ALBEMARLE, to wit:

I HEREBY CERTIFY, that on this 20th day of February, 1957, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid,

personally appeared T. M. Whitten Deputy , Sheriff, who is personally known to me and who, after being duly sworn, made oath in due form of law as follows, and hereunto subscribed his name to said oath:

I, T.M.Whitten Deputy , Sheriff of Albemarle County, Virginia, hereby declare and swear that on the 20 day of February, 1957, I received eight (8) certified copies of the Order of Publication dated February 13, 1957, in the case of Richard T. E. Forman et al. vs. Pere T. Forman et al., in the Circuit Court for Queen Anne's County, in Equity, to inform the non-resident Defendants, Margaret F. MacGlashan, Donald W. MacGlashan, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, of the substance of said suit, and to give notice to the said Margaret F. MacGlashan, Donald W. MacGlashan, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan to appear and answer the Bill of Complaint filed therein; that I took said copies of the Order of Publication and upon the 20 day of February, 1957, in the County of Albermarle, State of Virginia, I duly served the same on Margaret F. MacGlashan, Donald W. MacGlashan, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, located at 2303 Jefferson Park Avenue, Charlottesville, Virginia, and that I presented a copy of the same to each of said persons and also left a copy of the said Order of Publication for each of the said infants, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr. and Anne Forman MacGlashan, with their parent, Margaret F. MacGlashan.

AS WITNESS my hand and Notarial Seal.

GRACE P. HARRIS
NOTARY PUBLIC
My Comm. Expires: June 26, 1957

THOMAS M. WHITTEN
Deputy Sheriff of Albermarle County

STATE OF VIRGINIA)
County of Albemarle) TO-wit:

I, EVA W. MAUPIN, Clerk of the Circuit Court of Albemarle County, State of Virginia, (said Court being a Court of Record,) do HEREBY CERTIFY that Grace P. (commissioned as Grace G. Patterson) Harris whose name is subscribed to the certificate of proof or acknowledgement of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a NOTARY PUBLIC of the State of Virginia, in and for the County of Albemarle, dwelling in said County, commissioned and sworn and duly authorized to take proof or acknowledgment of deeds to be recorded in said State. And further, that I am well acquainted with the hand-writing of such Notary, and verily believe that the signature to said certificate is genuine, and that said instrument is executed and acknowledged according to the laws of the State of Virginia.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 21st day of February 1957

PLACE OF SEAL. EVA W. MAUPIN, Clerk

PETITION

Filed April 17, 1957

RICHARD T. E. FORMAN et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
PERE T. FORMAN et al.	:	IN EQUITY
	:	Cause No. 4095

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard T. E. Forman, Surviving Trustee of a Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sara Catherine Forman, deceased, Richard T. E. Forman and Margaret V. Forman, his wife, Mary F. Brown and W. Purnell Brown, her husband, Elizabeth S. Forman, widow, and Jessie F. Lewis and J. Hansell Lewis, her husband, by Clayton C. Carter, their Solicitor, respectfully represents:

1. That Dudley Lewis, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr., Anne Forman MacGlashan and Elizabeth Ann Huygens, Defendants in said cause, having been duly returned summoned or having been duly served by Order of Publication, but being infants they cannot answer and defend this suit for themselves, for they have no legal Guardian appointed for them within the jurisdiction of this Court.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian Ad Litem to appear and answer for said infants.

Respectfully submitted:

CLAYTON C. CARTER
Attorney for Plaintiffs

Filed April 17, 1957

AMENDED RETURN

Filed April 27, 1957

AMENDED RETURN

The undersigned, A. Raymond Carroll, Sheriff of Talbot County, does hereby amend his return dated January 28, 1957, to equity subpoena issued January 24, 1957, by the Clerk of the Circuit Court for Queen Anne's County to Elizabeth Ann Huygens, infant, Easton, Maryland, in the case of "Richard T. E. Forman et al. vs. Pere T. Forman et al.", being Chancery No. 4095 in the Circuit Court for Queen Anne's County in Equity, and does hereby certify as follows, to wit:

"Served on Elizabeth Ann Huygens, infant, by delivering a copy of said subpoena to her and by leaving with her a copy of the Bill of Complaint, and in addition, a copy of the said subpoena and Bill of Complaint was left with Catherine F. Huygens, parent of said infant, having the care of the said infant, this 28th day of January, 1957."

A. RAYMOND CARROLL
Sheriff of Talbot County

Per Roland E. Foreman
Deputy Sheriff

Dated: April 26, 1957.

Filed April 27, 1957

ORDER OF COURT

Filed May 3, 1957

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED this 3rd day of May, 1957, by the Circuit Court for Queen Anne's County, that James E. Thompson, Jr., be and he is hereby appointed Guardian Ad Litem for Dudley Lewis, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr., Anne Forman MacGlashan and Elizabeth Ann Huygens, infants, to appear and answer for said infants the Bill of Complaint filed in this cause.

WM. R. HORNEY
JUDGE

Filed May 3, 1957

DECREE PRO CONFESSO

Filed May 3, 1957

RICHARD T. E. FORMAN et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
PERE T. FORMAN et al.	:	IN EQUITY
	:	Cause No. 4095

DECREE PRO CONFESSO

The Defendants, Margaret F. MacGlashan and Donald W. MacGlashan, her husband, having been duly notified by Order of Publication and the Defendant, Catherine F. Huygens, having been duly summoned, to appear to the Bill of Complaint, and having failed to appear thereto, according to the exigency of the said Order and Writ;

It is thereupon, this 3rd day of May, 1957, 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, and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, Margaret F. MacGlashan and Donald W. MacGlashan, her husband, and Catherine F. Huygens; but because it doth not certainly appear to what relief the Plaintiffs are entitled, it is further ADJUDGED and ORDERED

that leave is granted to the Plaintiffs to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill.

WM. R. HORNEY
Judge

Filed May 3, 1957

ANSWER

Filed May 8, 1957

RICHARD T. E. FORMAN, et al	*	IN THE
vs.	*	CIRCUIT COURT
PERE T. FORMAN, et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	Cause No. 4095

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Dudley Lewis, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr., Anne Forman MacGlashan and Elizabeth Ann Huygens, infants, by James E. Thompson, Jr., their Guardian Ad Litem, to the Bill of Complaint exhibited against them in the above entitled cause, says:

That the Defendants, Dudley Lewis, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr., Anne Forman MacGlashan and Elizabeth Ann Huygens, being infants, neither admit nor deny the allegations set forth in said Bill of Complaint; but submit their rights to the protection of this Honorable Court.

JAMES E. THOMPSON JR.
Guardian Ad Litem

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

I HEREBY CERTIFY that on this 8 day of May, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson, Jr., the above-named Guardian Ad Litem for Dudley Lewis, Catherine Hamilton MacGlashan, Donald Welton MacGlashan, Jr., Anne Forman MacGlashan and Elizabeth Ann Huygens, infants, and made oath, in due form of law, that the matters and things stated in the aforegoing ANSWER are true, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

I HEREBY CERTIFY that a copy of the aforegoing Answer was served on Clayton C. Carter, Attorney for Plaintiffs, by leaving a copy thereof at his office in Centreville, Maryland on the 8th day of May, 1957.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.

Filed May 8, 1957

TESTIMONY

Filed May 17, 1957

RICHARD T. E. FORMAN et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
PERE T. FORMAN et al.	:	IN EQUITY
	:	Cause No. 4095

NOTICE TO TAKE TESTIMONY

To Vachel A. Downes, Jr., Esq., Standing Examiner, notice is hereby given of the desire of the Plaintiffs in the above entitled cause to take evidence to support the Bill of Complaint in the above entitled cause. The witnesses to testify on behalf of the Plaintiffs will appear voluntarily and need not be summoned.

CLAYTON C. CARTER
Attorney for Plaintiffs

Upon the aforegoing Notice to take testimony, it is ORDERED this 9th day of May, 1957, that Wednesday, May 15th, at 10:00 A. M. (D.S.T.), be and it is hereby fixed for the examination of witnesses and the taking of evidence in the above entitled cause before me, at the office of Clayton C. Carter, Esq., 111 Lawyers' Row, Centreville.

VACHEL A. DOWNES JR.
Standing Examiner

RICHARD T. E. FORMAN, et al	*	IN THE CIRCUIT COURT
vs.	*	FOR
PERE T. FORMAN, et al	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	Cause No. 4095

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Clayton C. Carter, attorney for Plaintiffs in the above cause having notified the subscriber, one of the regular Examiners of this honorable Court, of the desire of the Plaintiffs to take evidence in the above-entitled cause, your Examiner did on the 9th day of May, 1957, fix Wednesday, May 15th at 10:00 o'clock A.M. (D.S.T.) for the time for the examination of witnesses and the taking of evidence in the above cause for Clayton C. Carter at the Office of Clayton C. Carter, Esq., 111 Lawyers Row, as will more fully appear by said Notice and Order attached hereto as a part hereof, and having notified Pere T. Forman thereof by mailing a copy of said Order to him addressed Centreville, Maryland, having served a copy of said Order upon James E. Thompson, Jr., Guardian Ad Litem for the infant Defendants to this cause, I did attend at the Office of Clayton C. Carter, Esq., 111 Lawyers Row, Centreville, Maryland, at the hour of 10:00 o'clock A.M. (D.S.T.) on Wednesday, May 15th, 1957. There were present J. Lemuel Roberts, William H. Carter, two of the witnesses called by the Plaintiffs, and Richard T. E. Forman, one of the Plaintiffs in this cause, Clayton C. Carter, Attorney for the Plaintiffs and the following examination of the witnesses and the taking of evidence was had, to wit:

The first witness being produced on behalf of the Plaintiffs, having been duly sworn, did depose and say:

By Examiner:

Q: State your name, age and residence.

A: J. Lemuel Roberts, 80. I live in Centreville, 203 S. Liberty Street, Queen Anne's County, Maryland.

Q: Do you know of any previous litigation between the parties to this cause?

A: No.

By Mr. Carter:

Q: Have you ever had any previous experience in appraising real estate in this community?

A: Yes.

Q: Do you know the property located on S. Liberty Street in the Town of Centreville owned by the late Sarah Catherine Forman, improved by two frame dwelling houses, one of which is now in the tenancy of one Morte P. Bedford?

A: Yes.

Q: Would you state when you last examined this property?

A: The last time that I examined the property was just this morning, that would be May 15, 1957.

Q: Mr. Roberts, Mr. Morte P. Bedford and wife have offered to purchase the land in question for the sum of $7,500.00. State whether or not in your opinion this would represent a fair market value of this property?

A: I do.

Q: In your opinion, what would you state would be the fair market value of this property?

A: I would say that the fair market value of this property would be around $7,500.00.

Q: In your opinion, would you consider a sale of this property for $7,500.00 to be advantageous to all the parties who may have any interest in the same?

A: Yes.

Q: Would you state your reasons for the last answer?

A: My reason for the last answer is that the property at the present time is in need of quite considerable repair and that after examining the property on May 15th, 1957, my opinion is that it would cost between $2,500.00 and $3,000.00 to put the

property in proper shape to be rented.

Q: In your opinion, would the property command such a rent that the expenditure of that amount of money would be justified?

A: I do not believe that you could get a sufficient rent to justify such repair in the Town of Centreville.

Q: That is all the questions I have Mr. Roberts. We would be glad to have you stay but I think that will conclude your testimony.

The next witness being produced on behalf of the Plaintiffs, having been duly sworn, did depose and say:

By Examiner:

Q: State your name, age and residence.

A: William H. Carter, 65, Centreville, Maryland.

Q: Do you know of any previous litigation between the parties to this cause?

A: No.

By Mr. Carter:

Q: Have you had any previous experience in appraising real estate in this community?

A: I have.

Q: Are you familiar with the property on S. Liberty Street, improved by two frame dwelling houses, of the late Sarah Catherine Forman?

A: I am.

Q: When did you last examine the property in question?

A: On the morning of May 15th, 1957.

Q: In your opinion, what would be the fair market value of this property today?

A: $7,500.00.

Q: In your opinion would it be advantageous to all the persons having any interest in this property to accept the offer of one Morte P. Bedford and wife to purchase this property for the sum of $7,500.00.

A: It would.

Q: State your reason for the last answer.

A: Because after examining the property this morning, we found the condition of it not too good and I figure that it would cost between $2,500.00 and $3,000.00 to put it in condition.

Q: In your opinion, would such repairs bring in a commensurate increase in rents for the houses to realize to the owners of the same a fair return on their investment?

A: That would be questionable because of the added expense; added rents would hurt the renting of it.

Q: I think that is all the questions I need to ask you.

The next witness, one of the Plaintiffs to this cause, having been duly sworn, deposes and says:

By Examiner:

Q: State your name, age and residence.

A: Richard T. E. Forman, 56, 211 S. Hanson Street, Easton, Maryland.

Q: Do you know of any previous litigation between the parties to this cause?

A: No.

By Mr. Carter:

Q: You are Richard T. E. Forman, one of the Plaintiffs to this cause, individually and as surviving Trustee of the Trust Estate created for the benefit of Pere T. Forman by the Last Will and Testament of Sarah Catherine Forman, are you not?

A: I am.

Q: Who was Sarah Catherine Forman?

A: My mother.

Q: When did she die?

A: She died in February, 1931.

Q: I hand you this paper writing and ask you to identify it.

A: This is a certified copy of a Deed from Mary H. and Hettie A. Boyer to Sarah Catherine Forman of the property located on S. Liberty Street, dated the 23rd day of February in the year 1915.

Q: Mr. Carter asked that this be marked Plaintiffs' Exhibit "A".

Q: Did your moter own this property at the time of her death?

A: Yes.

Q: I hand you this instrument in writing and ask you to identify it.

A: This instrument is the Last Will and Testament, a certified copy, of Sarah Catherine Forman, dated this 1st day of March in the year 1929, and also a codicil dated this 13th day of June, 1930.

Q: Mr. Carter requested this be admitted into evidence as Plaintiffs' Exhibits "B" and "C".

Q: What was the correct spelling of your mother's first name?

A: Sarah.

Q: At the time of your mother's death, was your father, Ezekiel M. Forman, still living?

A: Yes.

Q: Has he since departed this life and, if so, on what date?

A: He died on October 5th, 1943.

Q: Is Pere T. Forman, named in the Will of your late mother, still living?

A: Yes.

Q: Is Mary Earl Forman, named as a daughter of your late mother in her Will, still living?

A: Yes.

Q: Is she single or married?

A: Married.

Q: What is her husband's name?

A: William Purnell Brown.

Q: Does your sister Mary F. Brown have any children or decendants of children living at this time?

A: No, no children or decendants.

Q: Is Ezekiel T. M. Forman, named in your mother's Will as her son, living and, if not living, when did he depart this life?

A: My brother died on the 18th day of December, 1954.

Q: I hand you this paper writing and ask you to identify it.

A: This instrument is a certified copy of the Last Will and Testament of Ezekiel T. M. Forman, made this 16th day of March, 1954. There were no codicils to the Will.

Q: I introduce this into evidence and ask that it be Plaintiffs' Exhibit "D".

Q: Is Elizabeth S. Forman, designated in the Will of your late brother Ezekiel as his wife, still living?

A: Yes.

Q: Is Jessie F. Lewis, designated as his daughter in the Will of your late brother, Ezekiel, still living?

A: Yes.

Q: State whether or not your neice Jessie F. Lewis has any children living and, if so, state their names and whether they are adults or minors.

A: One child, Dudley Lewis, a minor.

Q: State whether or not you are married and the name of your wife.

A: I am; Margaret Valliant Forman.

Q: State whether or not you have any children living or decendants of children living and, if so, give their names.

A: I have two daughters; Mrs. Margaret MacGlashan, her three children all being minors, the names are Catherine Hamilton, Donald Welton, Jr. and Ann Forman. My other daughter is Catherine Huygens, her daughter, a minor, name being Elizabeth Ann.

Q: Do you have any deceased children?

A: None.

Q: What is the name of your daughter Margaret's husband?

A: Donald Welton MacGlashan.

Q: Is your other daughter, Catherine, married?

A: No, she is divorced.

Q: Is your neice Jessie F. Lewis married and, if so, what is her husband's name?

A: J. Hansell Lewis.

Q: State whether or not your brother Pere T. Forman is married.

A: No.

Q: Mr. Forman, I hand you this paper writing and ask you to identify it.

A: This instrument is a Contract of Sale, dated December 5, 1956, by and between me as Trustee of the Trust Estate for the benefit of Pere T. Forman by the Last Will and Testament of Sarah Catherine Forman, deceased, party of the first part, Richard T. E. Forman, Mary F. Brown, Elizabeth S. Forman and Jessie F. Lewis, parties of the second part, Margaret V. Forman, W. Purnell Brown, J. Hansell Lewis, parties of the third part, and Morte P. Bedford and Bessie D. Bedford, parties of the fourth part, for the sale of the property located on S. Liberty Street in the Town of Centreville for the price of $7,500.00.

Q: I introduce this into evidence and ask that it be marked Plaintiffs' Exhibit "E".

Q: In your opinion, would it be to the interest and advantage of all the parties now having any interest in this property or who might have any interest in this property by virtue of the Wills previously introduced in evidence to sell this property to Mr. and Mrs. Bedford for the sum of $7,500; and, if so, state your reasons?

A: I do feel that it is to the advantage of all parties concerned because I feel that the price of $7,500.00 is most fair, especailly in view of the fact of thecondition of the properties at the present time, which was inspected by me this morning and, I feel that it would cost at least $3,000.00 to have these properties put in reasonable tenantable state and I do not feel that it is justified for us to spend this amount of money with the present rents of only $50.00 a month revenue from both houses and of the doubtfulness of how much additional could be obtained by making these repairs in a property of this nature. Over the past five years, from actual figures, this property has shown a net return after depreciation based on a value of $7,000.00 of .94% and actual cash income percent value of 1.87. I would like to submit this statement covering a five year period of time, 1951 through 1955, of an operating statement of the two small houses on the land in question.

Q: I ask that this Statement be introduced as Plaintiffs' Exhibit "F".

Q: In your opinion would the investment of the proceeds of a sale of this property in the amount of $7,500.00 be more productive than the net rental income presently being received or likely to be received in the future from these two houses?

A: I do not think there is any question that the income will be greater.

There being no other witnesses to be examined or further testimony to be taken, your examiner now makes his return and certifies that he was engaged as such examiner for a period of one hour and certifies the following costs are chargeable in this cause, to wit:

Vachel A. Downes, Jr., Examiner..(1½.hours).....	$ 10.00
J. Lemuel Roberts, First Witness.....	.75
William H. Carter, Second Witness.....	.75
Richard T. E. Forman (witness fee waived)	
Beverly C. Larrimore, Stenographer For taking and transcribing the testimony.....	$ 10.00
TOTAL	$ 21.50

VACHEL A. DOWNES, JR.
Vachel A. Downes, Examiner

For Plaintiffs' Exhibits A to E inclusive, see Exhibits A to E recorded immediately following Bill of Complaint.

EXHIBIT "F"

Filed May 17, 1957

OPERATING STATEMENT OF THE TWO SMALL HOUSES OVER A FIVE YEAR PERIOD 1951 THROUGH 1955. ALSO 1951 OPERATION.

	FIVE YEAR PERIOD				YEAR 1955
INCOME: RENTALS		2,820.			600.
EXPENSES:					
FIRE INSURANCE	110.		(Average)	22.	
LIABILITY INSURANCE	55.		(Average)	11.	
COUNTY & STATE TAXES	300.			63.	
TOWN TAXES (Water & Sewer)	284.			68.	
REPAIRS	622.		(Average)	124.	
HANDLING FEE	141.	1,512.		30.	318.
CASH INCOME BEFORE DEPRECIATION		1,308.			282.
DEPRECIATION (SEE NOTE FOR BASIS)		975.			195.
NET INCOME AFTER DEPRECIATION		333.			87.
AVERAGE YEAR (1/5th of $333.)		66.			
% of Income Before Depreciation On value of $7,000.00	Average	3.74%			4.03%
% of Income After Depreciation On Value of $7,000.00		0.94%			1.24%
Capital Expenses Paid on Houses (Not included in above figures)	Before	651.00			
Actual Cash Income (From Above)	Depreciation)	1308.00			
Actual Cash in excess		657.00			
Actual Cash Average Year		131.00			
Actual Cash Income % to Value		1.87%			

BASIS FOR DEPRECIATION (ESTIMATED)

	LAND	BUILDINGS	TOTAL
1 House	250.	3,500.	3,750.
1 House	250.	3,000.	3,250.
TOTAL	500.	6,500.	7,000.

DECREE

Filed June 10, 1957

RICHARD T. E. FORMAN, et al	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
PERE T. FORMAN, et al	:	IN EQUITY Cause No. 4095
	:	

D E C R E E

The above cause standing ready and being submitted, the proceedings were by the Court read and considered.

IT IS THEREUPON, on this 10th day of June, 1957, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings be sold unto Morte P. Bedford and Bessie D. Bedford, his wife, for the sum of Seven Thousand Five Hundred Dollars ($7,500.00) upon the terms set forth in the agreement filed in these proceedings as "Exhibit E" and the proceeds of sale limited so as to enure in like manner as by the original devise under the terms of the last will and testament and first codicil thereto of Sarah Catherine Forman, deceased, filed in these proceedings as "E hibit B" and "Exhibit C", it appearing to the Court that a sale of said land would be advantageous to the parties concerned.

That Clayton C. Carter, of Queen Anne's County, be and he is hereby appointed Trustee to make sale thereof, but before he shall proceed to act as such Trustee, 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 said Clerk, in the penalty of Seventy Five Hundred Dollars, if corporate surety, or in double that amount if personal sureties, 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; and

That as soon as may be convenient after he has made sale of said property unto said purchasers in accordance with the terms and conditions set forth in the aforesaid "Exhibit E", 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 Court's ratification of said sale, andon thepayment of the whole of the purchase money, and not before, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded agreeably to law, at the purchasers' expense, convey to the purchasers, the property and estate so sold to them, 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.

And that said Trustee shall bring into this Court all of the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom 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.

WM. R. HORNEY
Judge

Filed June 10, 1957

TRUSTEE'S BOND

Filed June 13, 1957

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

Bond #N-3064282

Trustee's Bond

KNOW ALL MEN BY THESE PRESENTS

That we Clayton C. Carter, Centreville, Maryland, as principal, and Hartford Accident and Indemnity Company, Hartford, Connecticut, a corporation of the State of Connecticuit, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventy-Five Hundred and No/100 - - ($7500.00) - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 13th day of June in the year of our Lord one thousand nine hundred and Fifty-Seven.

Whereas, the above bounden Clayton C. Carter by virtue of a decree of the Honorable Judge of the Circuit Court of Queen Anne's County in Equity, has been appointed trustee to sell property mentioned in the proceedings in the case of Richard T.E. Forman, et al vs. Pere T. Forman, et al now pending in said Court:

Now the Condition of the above Obligation is such,

That if the Above Bounden Clayton C. Carter do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered
in the presence of

JESSIE E. MEYER
Jessie E. Meyer

CLAYTON C. CARTER (SEAL)
Clayton C. Carter

HARTFORD ACCIDENT AND INDEMNITY COMPANY

DOUGHLAS H. GEER (SEAL)
Douglas H. Geer, Attorney-in-Fact

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed June 13, 1957.

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney attached hereto.

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 229, a Bond Record Book for Queen Anne's County.

PLACE OF SEAL. 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 July, in the year nineteen hundred and fifty-seven.

T. SORDEN PIPPIN Clerk

REPORT OF SALE

Filed June 17, 1957

RICHARD T. E. FORMAN, et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
PERE T. FORMAN, et al.	:	Cause No. 4095

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Clayton C. Carter, the Trustee appointed to make such sale, unto your Honors respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 10th day of June, 1957, your Trustee filed in this cause a bond in the penalty of Seven Thousand Five Hundred Dollars ($7,500.00), with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereupon, pursuant to said decree, your Trustee on the 14th day of June, 1957, proceeded in accordance with the terms of the Contract of Sale heretofore filed in these proceedings as "Exhibit E" to sell the lot or parcel of land mentioned and described in these proceedings, and more fully described in the aforesaid Contract of Sale, unto Morte P. Bedford and wife, at and for the sum of Seven Thousand Five Hundred Dollars ($7,500.00) in accordance with the terms and conditions set forth in said Contract of Sale.

Respectfully submitted;

CLAYTON C. CARTER
(Clayton C. Carter)
TRUSTEE.

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

I HEREBY CERTIFY that on this 17th day of June, 1957, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, the Trustee in the above entitled cause, and made oath, in due form of law, that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale was fairly made.

T. SORDEN PIPPIN
Clerk

Filed June 17, 1957

ORDER NISI

Filed June 17, 1957

NISI

Richard T. E. Forman, et al.,	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
Pere T. Forman, et al.	:	NO. 4095
	:	

ORDERED, this 17th. day of June, 1957, that the sale of real estate made and reported in this cause by Clayton C. Carter, Trustee, be ratified and confirmed, on or after the 19th. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 27th. day of June 1957, and ending on the 11th. day of July 1957.

The report states the amount of sales to be $7,500.00.

T. SORDEN PIPPIN Clerk

Filed: June 17, 1957.

CERTIFICATE OF PUBLICATION
OF ORDER OF NISI

Filed July 19, 1957

NISI

Richard T. E. Forman, et al.

vs.

Pere T. Forman, et al.

In the Circuit Court for
Queen Anne's County
In Equity
No. 4095

ORDERED, this 17th day of June, 1957, that the sale of real estate made and reported in this cause by Clayton C. Carter, Trustee, be ratified and confirmed, on or after the 19th day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 27th day of June, 1957, and ending on the 11th day of July, 1957.

The report states the amount of sales to be $7,500.00.

T. SORDEN PIPPIN, Clerk

Filed: June 17, 1957.

True Copy

Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 19, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of Richard T. E. Forman, et al. vs. Pere T. Forman, et al. 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 3 successive weeks before the 19th day of July, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th day of June 1957, and the last insertion on the 11th day of July, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed July 19, 1957

FINAL ORDER OF
RATIFICATION OF SALE

Filed July 19, 1957

RICHARD T. E. FORMAN, et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
PERE T. FORMAN, et al.	:	IN EQUITY
	:	No. 4095

FINAL ORDER OF
RATIFICATION OF SALE

ORDERED, this 19th day of July, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate made and reported in this cause by Clayton C. Carter, Trustee, on the 17th day of June, 1957, 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 directed by the preceeding Order Nisi.

WM. R. HORNEY
Judge

Filed July 19, 1957

AUDIT

Filed Aug. 7, 1957

Richard T. E. Forman, et. al	In The Circuit Court For
vs.	Queen Anne's County In
Pere T. Forman, et. al.	Equity No. 4095

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully sets forth:

1. That this account is stated at the request of Clatyon C. Carter, Trustee, who was duly appointed by this Court on June 10, 1957, to make sale of the

real estate anddisburse the proceeds received therefrom.

2. That in the within account, the said trustee is charged with the gross proceeds of the real estate sold in this proceeding, and also, with the adjustments of taxes, utilities and rent, and after allowing all expenses not personal, the trustee his commissions, and the costs of stating this account, as per order of this court, the cash balance on hand was directed to be distributed to the surviving trustee of the trust estate involved in this cause. It is to be noted that the down apyment of $200.00 was not paid to the trustee of these chancery proceedings but rather the Richard T. E. Forman, surviving trustee under the will of Sarah Catherine Forman, and this is shown in the within account. That in the sum of $6,724.76 shown in the within account to be distributed to said Richard T. E. Forman, surviving trustee, the sum of $9.51 is income rather than principal.

Respectfully submitted,

J. THOMAS CLARK
Auditor

August 5, 1957

Filed Aug. 7, 1957

Cause No. 4095

The proceeds of the sale of land reported in this cause, in account with Clayton C. Carter, Trustee, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land)

Cr.

1957			
Jun 14	By gross proceeds of the sale of said land, per report of said vendor, to wit:		$7,500.00
	By monies paid to Seller under terms of contract of sale filed in this cause in sale of this land, to wit:		
	By Buyers share of Town of Centreville taxes and water and sewer rent	$ 27.26	
	By Buyers share of rent for 25 days of month of July, 1957	20.83	48.09
	By total proceeds to be accounted for by vendor		$7,548.09

Dr.

To Clayton C. Carter, trustee (and vendor) for his commissions for making said sale, per order of court, to wit:	$525.00	
To do., for court costs of this cause, per statement of the Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk	$98.45	
Costs of Register of Wills of Queen Anne's County	30.00	
Sheriff's fee of Queen Anne Co	.95	
Sheriff's fee of Talbot Co	1.90	
Sheriff's fee of Balto. City	4.70	
Examiner's fee of Vachel A. Downes, Jr	10.00	
Costs of James E. Thompson, Jr. guardian ad litem	4.50	
Costs of Beverly C. Larrimore, stenographer	10.00	
Witness fee of J. L. Roberts	.75	
Witness fee of W. H. Carter	.75	
Appearance fee of Clayton C. Carter, Attorney	10.00	172.00
To do., for an amount paid T. M. Whitten, Deputy Sheriff of Albemarle County, Virginia, for personal service of order of publication on some of the non-resident defendants in this cause, per his receipt for the same exhibited, to wit:		4.50
To do., for an amount due W. M. Freestate Agency, Agent, for the premium on the corporate surety bond filed in this cause, per statement for the same exhibited, to wit:		30.00

August 5, 1957

J. THOMAS CLARK
Auditor

To do., for an amount paid T. M. Whitten, Deputy Sheriff of Albemarle County, Virginia, as a Clerk's fee for docketing the order of publication served on the non resident defendants

in this cause, per his receipt for the same exhibited, to wit:..... .75

To do., for an amount paid Queen Anne's Record-Observer for publishing the nisi of sale passed in this cause, per its receipt for the same exhibited, to wit:..... 9.00

To do., for an amount paid Charles E. Anthony, Sr. Treasurer of Queen Anne's County, for the Vendors share of 1957 State and County taxes on the real estate sold in this cause, per settlement sheet of the Vendor and purchaser, to wit:.....38.58

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 36.00

To balance to be carried forward and thereafter distributed to Richard T. E. Foreman, surviving trustee of the trust estate created under the will of Sarah Catherine Forman, deceased, for the benefit of Pere T. Forman..... 6724.76 $7,548.09

$7548.09

J. THOMAS CLARK
Auditor

August 5, 1957

Cr.

By balance carried forward for distribution to Richard T. E. Forman, surviving trustee under will of Sarah Catherine Forman, the sum of..... $6,724.76

Dr.

To amount paid Richard T. E. Forman, surviving trustee under the will of Sarah Catherine Forman, deceased, by Morte P. Bedford and wife, purchasers, as down payment under contract of sale of land sold in this cause, dated December 12, 1956, as per recital in said contract..... $ 200.00

To Richard T. Forman, surviving trustee of the trust estate created for and in behalf of Pere T. Forman under the will of Sarah Catherine Forman, the balance or the sum of..... 6524.76

$6724.76 $6,724.76

J. THOMAS CLARK
Auditor

August 5, 1957

Filed Aug. 7, 1957

NISI RATIFICATION
OF AUDIT

Filed Aug. 7, 1957

NISI RATIFICATION OF AUDIT

Richard T. E. Forman, et al.,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Pere T. Forman, et al.	IN EQUITY Cause No. 4095

ORDERED, This 7th. day of August in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th.

day of September, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 30th. day of August, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 7, 1957

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT

Filed September 13, 1957

NISI RATIFICATION OF AUDIT

Richard T. E. Forman, et al.,

vs.

Pere T. Forman, et al.

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 4095

ORDERED, This 7th day of August, in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of September, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of August, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: August 7, 1957

True Copy

Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 12, 1957

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 Richard T. E. Forman, et al, vs. Pere T. Forman et al. 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 3 successive weeks before the 6th day of September, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th day of August 1957, and the last insertion on the 29th day of Augustt 1957

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Emily Ann Dadds

Filed Sept. 13, 1957

FINAL RATIFICATION
OF AUDIT

Filed Sept. 17, 1957

FINAL RATIFICATION OF AUDIT

The within and aforegoing Report and Account having been examined and it appearing that notice has been given as required by the preceding order nisi and the trustee in this cause having waived the sum of One Hundred Eighty Dollars ($180.00) of his commissions allowed in said account, it is

ORDERED, this 17th day of September, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account of the Auditor be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, and the Trustee is directed to apply the same accordingly, except that the sum to be distributed to Richard T. E. Forman, surviving trustee under the will of Sarah Catherine Forman, deceased, shall be the sum of Six Thousand Seven Hundred Four Dollars and Seventy-six Cents ($6,704.76), which shall enure in like manner as by the

original devise under the will and codicil of Sarah Catherine Forman, deceased, to the use of the same parties who would be entitled to the land sold in this proceeding.

WM. R. HORNEY
Judge

Filed Sept. 17, 1957

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

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland	:	
VS.	:	
JAMES EDMUND GOLT LEAGER JR., Infant, Centreville, Maryland; PAULINE B. ROE, Infant, Wye Mills, Maryland; MARTHA J. BAILEY, Infant JOHN B. BAILEY, Infant Both of 7417 Old Hartford Road Baltimore, Maryland; GEORGIANNA B. SCHMIDT, Infant ROBERT L. SCHMIDT, Infant MARTHA L. SCHMIDT, Infant All of 2207 Pelham Avenue Baltimore, Maryland; JOHN EDDY BAILEY Church Hill, Maryland; MOTHER OF SORROWS ROMAN CATHOLIC CHURCH, a religious Corporation, Centreville, Maryland; ST. JOSEPH'S CHURCH, Chapel District, Talbot County, a religious Corporation; HANNAH SKINNER, Ridgely, Maryland; SELBY JOHN ~~CONNELY~~/SKINNER, Wye Mills, Maryland; KATHERINE SKINNER, Chester, Maryland; MARY SKINNER, Chester, Maryland;	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4040

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining says:

1. That Philemon H. Golt departed this life on or about the 27th day of September, 1919, seized and possessed of the following described properties:

A. All that tract of land or farm known as "Littig Farm" situate in the Fifth Election District of Queen Anne's County, State of Maryland, on the Queenstown-Wye Mills Road, adjacent to the lands of John Kinnamon, and containing 275 acres of land, more or less. Being a part of land conveyed to Philemon H. Golt by Louise Harris Sloan, et al. by deed dated June 8, 1911, recorded June 17, 1911 in Liber S.S. No. 10, folio 110, a Land Record Book of Queen Anne's County.

B. All that tract of land or farm known as "Connelly Farm", situate in the Third Election District of Queen Anne's County, Maryland, on the Wye Mills-Willoughby Road, adjacent to the lands of John C. Skinner, and containing 185 acres of land, more or less. Being the same and all of the land conveyed unto Philemon H. Golt by John B. Brown, Jr., et al. by deed dated April 4, 1899, recorded April 4, 1899 in Liber W.H.C. No. 9, folio 235, a Land Record Book for Queen Anne's County.

C. All that tract of land or farm known as the "Philip H. Golt Home Farm" situate in the Third Election District of Queen Anne's County, Maryland, on the Queen Anne-Wye Mills Road, adjacent to the lands of E. W. Rhodes, and containing 255 acres of land, more or less.

D. All that tract or parcel of land known as "Philip H. Golt Woodland", situate in the Third Election District of Queen Anne's County, Maryland, near Willoughby, adjacent to the lands of Harry Fox, containing 57 acres of land, more or less.

For title reference to properties C and D see the following deeds: (a) deed from Joseph S. Golt, et al. to Philemon H. Golt, dated December 4, 1884, recorded January 24, 1885 in Liber S.C.D. No. 5, folio 539; (b) deed from T. Bedford Turner, et ux. to Philemon H. Golt dated December 19, 1891, recorded December 19, 1891 in Liber W.D. No. 6, folio 319; (c) deed from Philemon B. Hopper, Trustee to Philemon H. Golt dated January 4, 1902, recorded January 4, 1902, in Liber J.E.G. No. 2, folio 538; (d) deed from Joseph S. Golt, et us. to Philemon H. Golt, dated July 17, 1913, recorded September 13, 1913 in Liber W.F.W. No. 4, folio 43; (e) deed from Charles H. Wolcott, et ux. to Philemon H. Golt, dated June 4, 1914 in Liber W.F.W. No. 5, folio 255; (f) deed from Julia A. Draper, et al. to Philemon H. Golt, dated March 14, 1900, recorded May 8, 1900 in Liber W.H.C. No. 10, folio 444.

2. That all of the above properties passed under Item Eight of the Last Will and Testament of Philemon H. Golt which said will was duly probated in the Orphans' Court for Queen Anne's County and is recorded in Liber W.T.B. No. 1, at Folio 191, a will record book for Queen Anne's County. A certified copy of said will marked "Complainants Exhibit A" is attached hereto as a part hereof.

3. That the said Sarah Ellen Avis Leager departed this life on or about the 19th day of June, 1942, having only two children, both of whom survived her, to

wit:- James Edmund Golt Leager, Your Orator, and Katherine Philamonea Leager, now deceased.

4. That upon the death of the said Sarah Ellen Avis Leager, Your Orator, by virtue of the last will and testament of Philemon H. Golt, became the fee simple owner of an undivided one-half interest in said properties; the said Katherine Philamonea Leager being the fee simple owner of the remaining undivided one-half interest.

5. That the said Katherine Philamonea Leager departed this life on the 6th day of November, 1943, leaving a last will and testament which was duly probated in the Orphans' Court for Queen Anne's County and is recorded in Liber N.S.D. No. 1 folio 328, a will record book for Queen Anne's County. A certified copy of said will marked "Complainants Exhibit B" is attached hereto as a part hereof.

6. That the said James Edmund Golt Leager has one child, James Edmund Golt Leager, Jr., Infant, Centreville, Maryland; that Katherine Roe has one child, Pauline B. Roe, Infant, Wye Mills, Maryland; that Phillamon Bailey has two children, Martha J. Bailey, Infant, and John B. Bailey, Infant, both of 7417 Old Hartford Road, Baltimore, Maryland; that Martha Schmidt has three children, Georgianna B. Schmidt, Infant, Robert L. Schmidt, Infant, and Martha L. Schmidt, Infant, all of 2207 Pelham Avenue, Baltimore, Maryland; that John Eddy Bailey, Church Hill, Maryland, has no children.

7. That the said real estate is of such nature that it will not admit of being divided among the parties entitled thereto, as aforesaid, without loss or injury to said parties, and that in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

TO THE END, THEREFORE:

(1) That a decree may be passed for partition by the sale of said real estate;

(2) That a Trustee may be appointed to carry out said sale and partition;

(3) That the Court appoint a trustee to administer the proceeds derived from the undivided one-half interest passing under the will of Katherine Philamonea Leager, deceased, according to the terms of her last will and testament;

(4) That Your Orator may have such other and further relief as his case may require.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Solicitor for Complainant

Filed May 9, 1956

EXHIBIT A

Filed May 9, 1956

I, Philemon H. Golt, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this my last will and testament in manner following, that is to say:-

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

ITEM ONE. I do hereby give and bequeath all my household and kitchen furniture and utensils and all my household effects, located and being in the house where I reside, to my wife, Sarah Catherine Golt, and to my daughter, Sarah Ellen Avis Leager, to be divided between them in equal proportions.

ITEM TWO. I do hereby give and bequeath to the Right Reverend John James Monoghan, Bishop of Wilmington, the sum of Four Hundred Dollars ($400.00) for the use of St. Joseph's Catholic Church of Talbot County, Maryland.

ITEM THREE. I do hereby give and bequeath to Emma Lela Bailey, daughter of my said wife, Sarah Catherine Golt, by her first husband, the sum of One Thousand Dollars ($1,000.00).

ITEM FOUR. I do hereby give and bequeath to John E. Bailey, son of my said wife, Sarah Catherine Golt, by her first husband, the sum of One Thousand Dollars ($1,000.00).

ITEM FIVE. I do hereby give and bequeath to Mamie Skinner, daughter of my said wife, Sarah Catherine Golt, by her first husband, the sum of One Thousand Dollars ($1,000.00).

ITEM SIX. All the rest, residue and remainder of my personal estate, remaining after the payment thereout of all my just debts and funeral expenses and of the several legacies hereinabove bequeathed by me in this Will, I do hereby give and bequeath to my daughter, Sarah Ellen Avis Leager, absolutely.

ITEM SEVEN. I do hereby give and devise to my said wife, Sarah Catherine Golt, for and during the term of her natural life and no longer, my tract of land or farm known as "Cloverfield" or "The Forman Farm", and lately known as the "Elizabeth Armstrong Farm", situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Wye Mills to Queenstown and on both sides of the public road leading from the said

Wye Mills-Queenstown road toward Forman's Landing, being the same land which was conveyed to me by Madison B. Bordley, Edwin H. Brown, Jr., and Thomas J. Keating, Trustees, by deed bearing date the twenty-ninth day of August, nineteen hundred and fourteen, and recorded in Liber W. F. W. No. 5, folios 555, &c., a land record book for Queen Anne's County aforesaid; and from and after the death of my said wife, Sarah Catherine Golt, I do hereby give and devise my said tract of land or farm known as "Cloverfield" or "The Forman Farm" and lately known as the "Elizabeth Armstrong Farm" to Emma Lela Bailey, John E. Bailey and Mamie Skinner, children of my said wife, Sarah Catherine Golt, by her first husband, as tenants in common, in fee simple.

ITEM EIGHT. All the rest, residue and remainder of my real estate, whenever acquired by me and wheresoever located, of which I die seized and possessed or in any way entitled to, I do hereby give and devise to my said daughter, Sarah Ellen Avis Leager, for and during the term of her natural life and no longer; and from and after the death of my said daughter, Sarah Ellen Avis Leager, I do hereby give and devise all the said rest, residue and remainder of my said real estate to the child or children of my said daughter, Sarah Ellen Avis Leager, living at the time of the death of my said daughter, Sarah Ellen Avis Leager, and to the issue, then living, of any child or children of my said daughter, Sarah Ellen Avis Leager, who may then be deceased, as tenants in common, in fee simple, the issue of any said deceased children to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken.

ITEM NINE. I do hereby constitute and appoint my said wife, Sarah Catherine Golt, my said daughter, Sarah Ellen Avis Leager, and J. Frank Harper to be the Executors of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal this twenty day of January in the year nineteen hundred and seventeen:-

Philemon H. Golt (SEAL)

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

Charles E. Bishop

Lorenzo J. Everngam

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

On the Sixth day of SeptemberA.D. 1919 came J. Frank Harper, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Philemon H. Golt late of Queen Anne's County, deceased, and made oath, in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other, and that he received the same from the hand of the said Testator, Philemon H. Golt, on or about the twentieth day of January A.D. 1917.

Sworn before

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

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

On the twenty-seventh day of September 1919 came Charles E. Bishop and Lorenzo J. Everngam subscribing witness to the aforegoing last Will and Testament of Philemon H. Golt late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they 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:

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

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of Philemon H. Golt 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; Sarah Catherine Golt, the widow of said deceased, and Sarah Ellen Avis Leager, daughter of said deceased, being present in Court at the time of exhibiting said last Will and Testament for Probate,

The Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, orders and decrees, this twenty-seventh day of September A.D., 1919, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Philemon H. Golt, deceased.

W. Hopper Gibson

Harry Clark

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

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the last Will and Testament of PHILEMON H. GOLT, late of Queen Anne's County, deceased, together with the proof thereof as filed and passed in this office on September 27, 1919 and recorded in Liber W.T.B. No. 1 Folio 191, etc. in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

Place of SEAL.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 9th day of Mary 1956.

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

Filed May 9, 1956

EXHIBIT B

Filed May 9, 1956

In the name of God, Amen !

I, Katherine Philamonea Leager, of Queen Anne's County, in the State of Maryland do hereby make this the following as and for my lasy will and testament, hereby revoking all former wills by me made.

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

FIRST: I give, devise and bequeath all my estate and property, real and personal, of every kind and description and wheresoever situated to my brother, James Edmond Golt Leager, for and during his natural life and no longer.

SECOND: From and after the death of James Edmond Golt Leager, I give, devise and bequeath the following:

(1) To the Mother of Sorrows Church, the sum of One Thousand Dollars ($1,000.00).

(2) To the Old Saint Joseph Church, the sum of One Thousand Dollars ($1,000.00).

(3) Hannah Skinner, the sum of Eight Hundred Dollars ($800.00).

(4) To John Connely Skinner, the sum of Eight Hundred Dollars ($800.00).

(5) To Katherine Skinner, the sum of Five Hundred Dollars ($500.00).

(6) To Mary Skinner, the sum of Five Hundred Dollars ($500.00).

(7) All the rest and residue of my estate and property, real and personal, of every kind and description and wheresoever situated after payment of the above legacies, I give, devise and bequeath to the children of my brother, James Edmond Golt Leager, living at the time of the death of said James Edmond Golt Leager, or at the death of myself, whichever of us who shall survive the other, in equal parts to share and share alike; and in the event there are no heirs of the said James Edmond Golt Leager, living at said time, I give, devise and bequeath all the rest and residue of my estate and property, real and personal, of every kind and description and wheresoever situated, to the children of my following first cousins, namely: Katherine Roe, Phillamon Bailey, Martha Schmidt and John Eddy Bailey, who are living at the time of the death of the survivor of James Edmond Golt Leager or myself, in equal parts to share and share alike.

THIRD: I hereby nominate and appoint my brother, James Edmond Golt Leager, to be the executor of this my last will and testament.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name and affix my seal this 2and day of Oct in the year 1942.

Katharine Phillamonae Leager (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named testatrix, Katherine Phillamonea Leager, as and for her last will and testament, in our presence, who, at her request and in her presence and the presence of each other have hereunto subscribed our names as witnesses.

John C Skinner

Nancy duVal Christian

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

On the 10th day of November A.D., 1943, came William McK. Gibson, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of Katherine Philamonea Leager, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not known nor has he heard of any other and that he received the same from the hand of the testatrix on or about the 2nd day of October A.D., 1942

Sworn before

EDWARD E. COURSEY
Register of Wills of Queen Anne's County, Md.

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

On the 10th day of November 1943, came John C. Skinner of Wye Mills, Maryland - one of the subscribing witnesses to the aforegoing last Will and Testament of Katherine Philamonea Leager, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal said Will, that he heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Nancy duVal Christian subscribed her name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

EDWARD E. COURSEY
Register of Wills of Queen Anne's County, Md.

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

On the 16th day of November 1943, came Nancy duVal Christian, one of the subscribing witnesses to the aforegoing last Will and Testament of Katherine Philampnea Leager, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal said Will, that she heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with John C. Skinner subscribed her name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

EDWARD E. COURSEY
Register of Wills of Queen Anne's County, Md.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of KATHERINE PHILAMONEA LEAGER, 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 16th day of November, A.D., 1943, that the same be admitted in this Court as the true and genuine last Will and Testament of the said KATHERINE PHILAMONEA LEAGER
deceased

H. F. Callahan

C. TILGHMAN BISHOP

Henry C. Bowen

Judges of the Orphans' 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 aforegoing is a true copy of the last Will and Testament of KATHERINE PHILAMONEA LEAGER, late of Queen Anne's County, deceased, together with the proof thereof as filed and passed in this office on November 16, 1943 and recorded in Liber N.S.D. No. 1 Folio 328 in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 9th day of May 1956.

Place of SEAL.

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

Filed May 9, 1956

PETITION AND ORDER

Filed May 14, 1956

JAMES EDMUND GOLT LEAGER	)	In the Circuit Court for
vs	)	Queen Anne's County - In
JAMES EDMUND GOLT LEAGER, Jr., et al	)	Equity No. 4040
	)	

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Complainant, James Edmund Golt Leager, by James E. Thompson Jr., his attorney, unto your Honors respectfully represents:

That in the Bill of Complaint in the above entitled matter one of the Defendants, John Selby Skinner, Wye Mills, Maryland, is incorrectly named and referred to as John Connely Skinner, Wye Mills, Maryland.

WHEREFORE COMPLAINANT MOVES that he be granted leave of Court to amend his said Bill of Complaint by interlineation to correct the name of the Defendant, John Selby Skinner.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Attorney for Complainant

Filed May 14, 1956

Leave granted to amend as prayed in the petition

Dated
May 14th, 1956.

J DeWeese Carter
Judge

Filed May 14, 1956

SUBPOENA

Filed May 16, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO St. Joseph's Church, Chapel District, Talbot County,
a religious Corporation

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena are the following endorsements:

Received the 14th day of May 1956 and forthwith delivered to the Sheriff of Talbott County for service.

Test JOHN T. BAYNARD
Clerk

Summoned Father Jos. H. Irwin, this 14th day of May, A. D. 1956 and copy of Writ and Bill left with him.

A. RAYMOND CARROLL
Sheriff of Talbot County.

Filed May 16, 1956

SUBPOENA

Filed May 17, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Hannah Skinner
Ridgely, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

Received and forthwith delivered to the Sheriff of Caroline County 5/14/56
Test: D. RALPH HORSEY, Clerk

Summoned, copy of Writ, Bill, etc. left with her

WILLIAM E. ANDREW
Sheriff of Caroline County
Fee $1.05

SUBPOENA

Filed May 19, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO John B. Bailey, Infant
7417 Old Hartford Road
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned John B. Bailey Inf this 15th day. May 1956 by reading Sub Bill of Compt. to John B. Bailey Inf. and copy Sub Bill of Compt. left with John B. Bailey Inf. and copy of Sub Bill of Compt left with Eva M. Bailey Mother of said Inf.

Gilbert G. Miller
Sheriff Balto. Co.

$4.00

SUBPOENA

Filed May 19, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Martha J. Bailey, Infant
7417 Old Hartford Road
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned Martha J. Bailey Inf. this 15th day of May by reading Sub Bill of Compt to Martha J. Bailey Inf. and a copy Sub Bill of Compt left with Martha J. Bailey Inf and a copy Sub Bill of Compt left with Eva M. Bailey Mother of said Inf.

Gilbert G. Miller
Sheriff Balto. Co.

$4.00

SUBPOENA

Filed May 19, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO John Selby Skinner
Wye Mills, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your

answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 14th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Defendant summoned by reading subpoena to him and leaving copies of subpoena and bill of complaint with him this 16th day of May 1956.

ALEXIS M. BUTLER
Sheriff

SUBPOENA

Filed May 22, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO James Edmund Golt Leager, Jr., Infant
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned James Edmund Golt Leager Jr., infant this 21st day of May 1956 by reading subpoena, bill of complaint to James Edmund Golt Leager Jr., infant and copy of subpoena, bill of complaint left with James Edmund Golt Leager Jr., infant and copy of subpoena and bill of complaint left with Frances Leager, Mother of said infant.

SUBPOENA

Filed May 22, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Mary Skinner
Chester, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Defendant summoned by reading subpoena to her and leaving copies of subpoena and bill of complaint with her this 22nd day of May 1956.

ALEXIS M. BUTLER
Sheriff

SUBPOENA

Filed May 22, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Katherine Skinner
Chester, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Defendant summoned by reading subpoena to her and leaving copies of subpoena and bill of complaint with her this 22nd day of May 1956.

ALEXIS M. BUTLER
Sheriff

SUBPOENA

Filed May 25, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO John Eddy Bailey
Church Hill, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Defendant summoned by reading subpoena to him and leaving copies of subpoena and bill of complaint with him this 22nd day of May 1956.

Alexis M. Butler
Sheriff

SUBPOENA

Filed May 29, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Mother of Sorrows Roman Catholic Church,
a religious Corporation
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned Mother of Sorrows Catholic Church this 29th day of May 1956 by reading subpoena bill of complaint to Rev. H.T.Rimlinger, and copies of subpoena bill of complaint left with Rev. H.T.Rimlinger of Mother of Sorrows Church.

ALEXIS M. BUTLER
Sheriff

SUBPOENA

Filed May 29, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Pauline B. Roe, Infant
Wye Mills, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned Pauline B. Roe Infant this 26th day of May 1956 by reading Subpoena, bill of complaint to Pauline B. Roe Infant and copy of subpoena, bill of complaint left with Pauline B. Roe Infant, and a copy of subpoena and Bill of complaint left with mother

ALEXIS M. BUTLER
Sheriff

SUBPOENA

Filed June 6, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Robert L. Schmidt, Infant
2207 Pelham Avenue
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN , Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

Received
Sheriff's Office
May 12 11:42 AM '56
Baltimore City, Md.

Summoned by reading summons to Robert L. Schmidt, Infant and a copy of the Process with a copy of the Bill of Complaint left with said Infant; also copy of the Process with a copy of the Bill of Complaint left with Martha Schmidt, Mother of and party having care of said Infant named in Writ, on the 1st day of June 1956 in the presence of Albert F. Kerns.

JOSEPH C. DEEGAN
Sheriff

Fees $4.00

SUBPOENA

Filed June 6, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Georgianna B. Schmidt, Infant
2207 Pelham Avenue
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned by reading summons to Georgianna B. Schmidt, Infant and a copy of the Process with a copy of the Bill of Complaint left with said Infant; also copy of the Process with a copy of the Bill of Complaint left with Martha Schmidt, Mother of and party having acre of said Infant named in Writ, on the 1st day of June 1956 in the presence of Albert F. Kerns.

JOSEPH C. DEEGAN
Sheriff

Fees $4.00

SUBPOENA

Filed June 6, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Martha L. Schmidt, Infant
2207 Pelham Avenue
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Edmund Golt Leager, Wye Mills, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 9th day of May, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned by reading summons to Martha L. Schmidt, Infant, and a copy of the Process with a copy of the Bill of Complaint left with said Infant; also copy of the Process with a copy of the Bill of Complaint left with Martha Schmidt, Mother of and Party having care of said Infant named in Writ, on the 1st day of June 1956 in the presence of Albert F. Kerns.

PETITION Fees $4.00 JOSEPH C. DEEGAN
Sheriff

Filed June 23, 1956

JAMES EDMUND GOLT LEAGER | In the Circuit Court for Queen Anne's County

vs | Equity No. 4040

JAMES EDMUND GOLT LEAGER JR., et.al.

* * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of James Edmund Golt Leager, Complainant, by James E. Thompson, Jr., his attorney, unto your Honors, respectfully represents:

1. That as will appear by reference to the Bill of Complaint, seven of the Defendants to this suit, to wit; James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, are infants.

2. That the writ of Subpoena heretofore issued as requested by the Bill of Complaint in this cause against said Defendants have been duly served according to the law governing the serving of Subpoenas on infants as will more fully appear by reference to the Sheriff's returns.

3. That although the time for filing an answer to said Bill of Complaint has expired, no answer has been filed by or on behalf of any of the above named infant Defendants.

WHEREFORE YOUR PETITIONER PRAYS this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court as Guardian Ad Litem for James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt with instructions to the said Guardian Ad Litem to answer and defend the said suit for said infants.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Solicitor for Petitioner

Filed June 23, 1956

ORDER OF COURT

Filed June 23, 1956

ORDER OF COURT

Upon the aforegoing petition, IT IS ORDERED, this 23rd day of June 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that Edward Turner of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad Litem for James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, infants, with instructions to him to answer and defend the suit instituted against the said infants by the Bill of Complaint filed in the above entitled cause.

WM. R. HORNEY
Judge

Filed June 23, 1956

PETITION

Filed June 23, 1956

JAMES EDMUND GOLT LEAGER | In the Circuit Court for Queen Anne's County

vs | Equity No. 4040

JAMES EDMUND GOLT LEAGER JR., et.al. |

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of James Edmund Golt Leager, Complainant, by James E. Thompson, Jr., his attorney, unto your Honors, respectfully represents:

1. That Subpoenas issued in this cause have been duly served upon John Eddy Bailey, adult, Mother of Sorrows Roman Catholic Church, a Religious Corporation, Saint Joseph's Church, Chapel District, Talbot County, a Religious Corporation, Hannah Skinner, adult, John Selby Skinner, adult, Katherine Skinner, adult, and Mary Skinner, adult, as will appear by reference to the Sheriff's returns endorsed thereon.

2. That the Defendants to this cause, above named, have so far failed to appear in these proceedings, although the time provided by law for their appearance has expired.

3. That your Petitioner is advised that he is entitled to have his Bill taken Pro Confesso against said above named Defendants.

WHEREFORE YOUR PETITIONER PRAYS your Honors to pass an order directing that the Bill of Complaint be taken Pro Confesso against the said John Eddy Bailey, Mother of Sorrows Roman Catholic Church, Saint Joseph's Church, Hannah Skinner, John Selby Skinner, Katherine Skinner, and Mary Skinner.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Solicitor for Petitioner

Filed June 23, 1956

DECREE

Filed June 23, 1956

DECREE

The proceedings heretofore had in this cause having been read and considered, IT IS THEREUPON this 23rd day of June 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint heretofore filed herein be and the same is hereby taken Pro Confesso as against the Defendants, John Eddy Bailey, Mother of Sorrows Roman Catholic Church, Saint Joseph's Church, Hannah Skinner, John Selby Skinner, Katherine Skinner, and Mary Skinner; but because it does not certainly appear to what relief the Complainant is entitled, it is further ADJUDGED, ORDERED AND DECREED by this Court that leave be and the same is hereby given unto the Complainant to take testimony before this Court to support the allegations of the Bill.

WM. R. HORNEY
Judge

Filed June 23, 1956

ANSWER

Filed June 25, 1956

JAMES EDMUND GOLT LEAGER | In the Circuit Court for Queen Anne's County

vs | Equity No. 4040

JAMES EDMUND GOLT LEAGER JR., et.al. |

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, infants, by Edward Turner, their Guardian Ad Litem, to the Bill of Complaint exhibited against them in the above entitled cause, says:

That the Defendants, James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, being infants, neither admit nor deny the allegations set forth in said Bill of Complaint; but submit their rights to the protection of this Honorable Court.

EDWARD TURNER
Guardian Ad Litem

STATE OF MARYLAND
TO WIT:
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 25th day of June, 1956, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edward Turner, the above named Guardian Ad Litem for James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, infants, and made oath, in due form of law, that the matters and things stated in the aforegoing ANSWER are true, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

I HEREBY CERTIFY that a copy of the aforegoing Answer was served on James E. Thompson, Jr., Solicitor for Petitioner, by leaving a copy thereof at his office in Centreville, Maryland on the 25th day of June, 1956.

EDWARD TURNER
Edward Turner

Filed June 25, 1956

TESTIMONY

Filed July 5, 1956

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland VS. JAMES EDMUND GOLT LEAGER, JR., Infant, Centreville, Maryland; PAULINE B. ROE, Infant, Wye Mills, Maryland; MARTHA J. BAILEY, Infant JOHN B. BAILEY, Infant Both of 7417 Old Hartford Road Baltimore, Maryland; GEORGIANNA B. SCHMIDT, Infant ROBERT L. SCHMIDT, Infant MARTHA L. SCHMIDT, Infant All of 2207 Pelham Avenue Baltimore, Maryland; JOHN EDDY BAILEY Church Hill, Maryland; MOTHER OF SORROWS ROMAN CATHOLIC CHURCH, a religious corporation, Centreville, Maryland; ST. JOSEPH'S CHURCH, Chapel District, Talbot County, a religious Corporation; HANNAH SKINNER, Ridgely, Maryland; JOHN CONNELY SKINNER, Wye Mills, Maryland; KATHERINE SKINNER, Chester, Maryland; MARY SKINNER, Chester, Maryland;	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 4040

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Solicitor for the Plaintiff, James E. Thompson, Jr., having notified the subscriber, one of the regular Examiners for this Honorable Court, of his desire to take testimony in this case, your Examiner did attend on the 2nd day of July, 1956, in the Law Office of James E. Thompson, Jr., in the town of Centreville, Queen Anne's County, Maryland, at the hour of 8 o'clock p.m., there being present James Edmund Golt Leager, William Francis Callahan, C. Frank Boyle and Leonard Archibald Renshaw, witnesses, Cleo C. Green, Stenographer, and James E. Thompson, Jr. Thereupon, after the Stenographer was sworn, the following testimony was taken:

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.

James Edmund Golt Leager, the first witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON:

Q. Will you state your full name, address and occupation?

A. James Edmund Golt Leager, Wye Mills, Maryland, farmer.

Q. And what is your age?

A. 42

Q. At the present time do you own any interest in any real estate?

A. Yes.

Q. If so, what?

A. I own one-half interest in "Littig Farm", "Connely Farm", and the "Philip H. Golt Home Farm and Woodlot".

Q. From whom did you acquire this one-half interest?

A. My grandfather, Philip H. Golt.

Q. I now show you Exhibit "A" in this proceeding. Would you identify it?

A. It is the Will of my grandfather, Philip H. Golt, by which I acquired the real estate.

Q. What, if any, relationship did you have with Sarah Ellen Avis Leager?

A. She was my mother.

Q. Is she still living?

A. No.

Q. When did she die?

A. June 22, 1942.

Q. Were there any other children beside you?

A. Yes, two. Burgess Leager and Katherine Phillamonea Leager.

Q. How many children survived Sarah Ellen Avis Leager?

A. My sister Katherine Phillamonea and myself.

Q. Is your sister Katherine Phillamonea still living?

A. No. She died in 1943.

Q. I now show you Exhibit "B", and would you identify it, please?

A. My sister Katherine Phillamonea Leager's Will.

Q. Under this Will, did you acquire any interest in the real estate which she had?

A. Yes, I acquired a life interest of her half of the real estate.

Q. To whom did she bequeath the remainder of the real estate?

A. She left it to my children who survive me.

Q. What were the provisions in the event you had no children surviving you?

A. She left them to the children of Katherine Roe, Philemon Bailey, Martha Schmidt, and John Eddy Bailey.

Q. Do these persons presently have any children?

A. Three of them do. John Eddy Bailey doesn't have any.

Q. Will you name the children of Katherine Roe?

A. Pauline B. Roe.

Q. Is she of age?

A. No, she isn't.

Q. Will you name the children of Philemon Bailey?

A. Martha J. Bailey and John B. Bailey.

Q. Are they of age, or are they infants?

A. They are infants.

Q. Will you name the children of Martha Schmidt?

A. Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt.

Q. Are these individuals of legal age, or are they infants?

A. Infants.

Q. Under the terms of your sister's Will, were there any special bequests?

A. Yes. She left $1,000 to Mother of Sorrows Church; $1,000 to Old St. Joseph's Church; $800.00 to Hannah Skinner; $800.00 to John Connely Skinner; $500.00 to Katherine Skinner; and $500.00 to Mary Skinner. That is all.

Q. Are any of the persons who are to receive special bequests now dead?

A. Yes, one, John Connely Skinner.

Q. Do you know whether or not he left a Will?

A. He didn't

Q. Is he survived by a widow?

A. Yes, and a son.

Q. Will you name the widow and the son?

A. Hannah Skinner and John S. Skinner.

Q. At the present time do you have any children?

A. Yes, one, James Edmund Golt Leager, Jr.

Q. How old is your son?

A. Two years old.

Q. At the present time do you desire to partition the property?

A. Yes, I do.

Q. In your opinion, can this property be divided in kind, that is, acre by acre, without causing loss or injury to you or the beneficiaries under the Will of Phillamonea Leager who are to receive the remainder?

A. No, it cannot.

Q. Do you desire that the property be sold in order to make division?

A. Yes, I do.

Q. Will you describe the three farms and the woodlot which you desire partitioned, and in which you own a one-half interest, with a life estate in the remaining one-half interest.

A. The "Littig Farm" is in the Fifth Election District of Queen Anne's County, and it adjoins the land of John Kinnamon, containing 275 acres of land. The "Connely Farm" is on the Wye Mills-Willoughby Road, adjacent to the farm of Frank Boyle, containing 185 acres of land. The "Philip H. Golt Home Farm", situated in the Third District, is adjacent to Holton Rhodes, containing 255 acres of land. There is a woodlot containing 57 acres, adjacent to the land of Harry Fox. It is on the Starr-Willoughby Road.

EXAMINER'S SPECIAL:

A. No.

JAMES EDMUND GOLT LEAGER
(James Edmund Golt Leager)

William Francis Callahan, the second witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON:

Q. Will you state your full name, address, age and occupation?

A. My full name is William Francis Callahan, Queen Anne, Maryland, 38, farmer.

Q. Are you familiar with land and land values in Queen Anne's County?

A. Yes. I live in Talbot, but right over the line from Queen Anne.

Q. Are you familiar with the three farms and the woodlot in which James Edmund Golt Leager owns a one-half interest, and in which he has a life interest in the remaining one-half?

A. Yes.

Q. Would you name these farms?

A. The "Littig Farm", the "Connely Farm", and the next is the "Golt Farm".

Q. Have you viewed these farms recently?

A. Yes.

Q. Starting with the "Littig Farm", would you briefly describe it.

A. Yes. It has an 8-room farm house in fair condition; it needs some repair. It has a 12-stall cow stable and combined horse stable, which needs repair. It has a granary and corn house combined that it in fair condition, and a shed attached. It has an implement shed and hog house in poor condition. It has a milk house that is in fair condition and usable. It has a 2-car garage, good condition. It has two chicken houses that are combined, very poor condition. It has a meat house in good condition. The woodland is mostly firewood, except some 40 or 50 trees that are big enough for timber.

Q. How many acres are there in this farm?

A. 275 acres; 180 tillable, 95 wooded.

Q. In your considered opinion, what is the present-day fair market value of this farm?

A. Well, I decided $38,000.

Q. Would you give the location of and describe the "Connely Farm".

A. The "Connely Farm" is in the Third Election District of Queen Anne's County, on the Wye Mills-Willoughby Road. It has an 8-room house, bath and shower, in good condition. It has a farrowing house for hogs, 34x24, in good condition. It has an implement shed attached. It is good. It has two cattle sheds in just fair condition. It has a granary and three corn houses conbined, and an implement shed attached, that is in just fair condition. A small chicken house, very poor condition; and a meat house, just fair.

Q. What is the acreage in this farm?

A. There are 185 acres in the farm, of which approximately 171 acres are tillable and about 14 wooded.

Q. In your considered opinion, what is the present-day fair market value of the "Connely Farm"?

A. Well, I think it is worth $30,000.

Q. Would you give the location of and describe the "Philip H. Golt Home Farm".

A. That is in the Third Election District of Queen Anne's County, on the Queen Anne-Wye Mills Road. It has a farm house with 7 rooms that is in fair condition. It has a milk house, poor condition; a meat house, in poor condition. It has a garage and a granary conbined, that is in fair condition. It has a cattle shed, which is in fair condition. It has a 19-stall cow stable and 4-stall horse stable combined, in very poor condition. It has a pump house that is new. It has a small tool house that is in fair condition. It has a small implement shed that is in poor condition. It has another implement shed that is very poor. It has a small double corn house, about 150 barrels, very poor. It has a small hen house, very poor. It has more buildings, but they are about one-half mile away from these buildings. There is an old horse stable and shed combined, in very poor contion. It has a granary and corn house that is in fair condition. There is a 2-car garage, in poor condition.

Q. How many acres are there in the "Golt Farm"?

A. There are 255 acres, but I have been advised that the State Roads just purchased 11 acres to complete a dual highway. It is all cleared, tillable land.

Q. In your considered opinion, what is the present-day fair market value of this farm?

A. Well, I think $30,000.

Q. Would you locate and describe the parcel of land known as the "Philip H. Golt Woodland or Woodlot"?

A. It is located in the Third Election District of Queen Anne's County, near Willoughby, adjacent to the old "Fox Farm". It is just good for firewood--no timber--and I feel that its present value is no more than $500.

Q. Considering the farms individually, in your opinion would it be possible to partition or divide each of the farms among the parties entitled according to this suit; that is, a one-half interest to Mr. James Leager, and the remaining one-half interest to those persons entitled under the Will of Phillamonea Leager, in kind, that is divide it or partition it acre by acre, without loss or injury to any of the parties?

A. I would say no.

Q. And what is your reason for this decision or opinion?

A. It would just be impossible, because you couldn't divide the buildings and the houses, which make up a large part of the worth of the farms. If you divided the farms, they wouldn't be sufficiently large for anybody to make a living.

Q. Considering the farms and the woodlot collectively, that is, as one large parcel, even though they are not all three adjacent, in your opinion would it be possible to partition or divide these properties in kind, without loss or injury to any of the parties.

A. No, I say it can't be done properly.

Q. And would you give your reasons?

A. Because the land is in a different state of cultivation, and the buildings are in a different state of repair, and in need of repair. One of the farms, the "Littig Farm", is on a dual highway; another, the "Golt Farm", is on a proposed dual highway--in fact, the State has already purchased the land; and the "Connely Farm" is just on a dirt road, thereby making two of the farms potentially valuable as commercial or residential building sites. If they want to settle up, I feel that the only fair way to do is to sell the farms and divide the money.

EXAMINER'S SPECIAL:

A. No.

WILLIAM FRANCIS CALLAHAN
(William Francis Callahan)

C. Frank Boyle, the third witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON:

Q. Will you state your full name, address, age and occupation.

A. C. Frank Boyle, Queen Anne, Maryland, farmer, 45 this month.

Q. How long have you been farming, Mr. Boyle?

A. I have been operating a farm myself since 1935.

Q. Do you live in Queen Anne's County?

A. Yes, I do.

Q. Are you familiar with the value of farm land in Queen Anne's County at the present time?

A. I think so, Yes, sir.

Q. Are you familiar with the farms and woodland in which Mr. James Leager owns a one-half interest, and in which he has a life estate in the remaining one-half interest?

A. Yes, I am. There is the "Littig Farm", which is in the Fifth Election District, bounded on one side by the Queenstown-Wye Mills Road, faces on what is known as the Bloomingdale Road. The second farm is the "Connely Farm", in the Third District, and is on a dirt road leading from Route 404 towards Starr--that is, the Wye Mills-Willoughby Road. The third farm is the "Philip H. Golt Home Farm", which is located in the Third District on Route 404, between Wye Mills and Queen Anne. The Woodlot is also in the Third District, and lies to the north of the county road leading from Willoughby to Wye Camp Ground. It is located in the vicinity of property owned by myself and also a farm known as the "Fox Farm", and others.

Q. Mr. Boyle, would you describe the "Littig Farm", in particular the buildings and the condition of the buildings, and the number of acres?

A. It has an 8-room farm house, in fair condition. It has a cow stable, granary, corn house, livestock shed, implement shed, milk house, and all of these buildings are in fair condition. It has a 2-car garage in good condition, and a small meat house in good condition. Two small chicken houses in very poor condition. It has about 180 acres of tillable land, and 95 acres of woodland, which is largely just firewood, maybe 40 to 50 trees that might be marketable timber.

Q. Mr. Boyle, in your considered opinion, what is the present-day fair market value of this farm?

A. I would say $38,000 would be a fair market value.

Q. Would you describe the "Connely Farm"?

A. The "Connely Farm" has an 8-room farm house with bath, in good condition. It has a farrowing house for hogs, implement shed attached, also in good condition. A couple of cow sheds in fair condition. It has a granary and corn houses combined, in fair condition. A small chicken house, in very poor condition, and a meat house that is in fair condition. There is about 170 acres of tillable land, probably 15 to 18 acres of woodland, which is just woodland.

Q. In your considered opinion, what is the present-day fair market value of the "Connely Farm"?

A. I would say $30,000.

Q. Would you describe the "Philip H. Golt Home Farm"?

A. This farm has a 7-room farm house, in fair condition, and has a garage and granary combined, which is in fair condition. A milk house and meat house that are in poor condition. Combination cow and horse stable in one building that is in very poor condition. Small pump house in good condition, new. Small tool house in fair condition. Two implement sheds in very poor condition. Also, a small hen house that is in very poor condition. On this farm there is another group of buildings, where at one time there was another residence. There is an old horse stable and shed combined that is in very poor condition, and a granary and corn house combined that is in fair condition, and a 2-car garage that is in poor condition. There is about 240 acres in that farm, since the State Roads took some off the front. I think they had 255 acres, and the State Roads took 11--maybe about 245 acres.

Q. Would you state whether or not that is all tillable?

A. Yes, that is all considered tillable land. There is no woodland in this tract.

Q. In your considered opinion, what is the present-day fair market value of the "Golt Farm"?

A. I would say $30,000.

Q. Would you describe the "Woodlot"?

A. This Woodlot is just woodland. There is about 57 acres in it, and we walked through a considerable part of it on this appraisal, and there is practically no marketable timber in it. It would be good firewood.

Q. In your opinion, what is the present-day fair market value of this woodlot?

A. I would say about $500.

Q. Considering the farms individually, in your opinion would it be possible to partition or divide each of the farms among the parties entitled according to this suit; that is,a one-half interest to Mr. James Leager, and the remaining one-half interest to those persons entitled under the Will of Phillamonea Leager, in kind, that is divide it or partition it acre by acre, without loss or injury to any of the parties?

A. No, I don't think that it would be possible to divide them equally.

Q. What is your reason for that opinion?

A. Because all farms vary in types of soil, the contour, and the way they are shaped, in relation to woodland, and the way they adjoin, I think it would be impossible to fairly divide them in kind.

Q. Considering the farms and the woodlot collectively, that is, as one large parcel, even though they are not all three adjacent, in your opinion would it be possible to partition or divide these properties in kind, without loss or injury to any of the parties?

A. No, I don't think it would.

Q. And what is your reason for that opinion?

A. Basically the same reason I gave to the first question, because I think it would be physically impossible to divide them; even if there were four farms of the same size, I still don't think they could divide them equally. One would have a different value according to its location and the type of soil and the fertility of the soil, and the buildings on these farms.

EXAMINER'S SPECIAL:

A. No.

C. FRANK BOYLE
(C. Frank Boyle)

Leonard Archibald Renshaw, the last witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON:

Q. State your full name, address, age and occupation.

A. Leonard Archibald Renshaw, 61, Centreville, Maryland, tax assessor for Queen Anne's County.

Q. Mr. Renshaw, are you familiar with the three farms and the woodlot in which Mr. James Edmund Golt Leager owns a one-half interest?

A. I am.

Q. Would you name and give the location of these three farms and the woodlot?

A. "Littig Farm", the Fifth Election District, Queen Anne's County, on the Queenstown-Wye Mills Road, adjacent to John Kinnamon. The "Connely Farm", Third Election District, Queen Anne's County, on a dirt road leading from the Wye Mills-Willoughby Road to Starr. The "Philip H. Golt Home Farm" is in the Third Election District of Queen Anne's County, on the Queen Anne-Wye Mills Road; and the Woodlot is in the Third Election District of Queen Anne's County, near Willoughby, adjacent to the old "Fox Farm".

Q. Mr. Renshaw, in the course of your usual occupation, do you not engage in the appraisal of the market values of the farms in Queen Anne's County?

A. Yes.

Q. And as such, are you not familiar with the market values of the farms and other property located in Queen Anne's County?

A. Yes.

Q. Would you describe the "Littig Farm"?

A. 180 acres tillable, which I value at $112 to $113 an acre; 95 acres of wooded, at a value of $25 an acre; buildings valued at $6,930, a total for tillable land, woodland and buildings of $29,505.

Q. Do you consider this to be the present-day fair market value of the"Littig Farm"?

A. I do, as a farm. However, due to the fact that it is now on a dual highway, it does have speculative value for commercial development.

Q. Would you describe the "Connely Farm"?

A. The "Connely Farm" has 160 acres of tillable land, which I value at around $100 an acre; 25 acres of woodland, at $25 an acre; buildings, $7,375, for a total value of $24,000.

Q. Do you consider this the present-day fair market value of the "Connely Farm"?

A. Yes.

Q. Now, would you describe the "Philip H. Golt Home Farm"?

A. The "Golt Farm" was formerly two farms. They are now tilled as one. 255 acres tillable at $118 an acre, buildings $9,015, total $39,200.

Q. Do you consider this the present-day fair market value of the "Golt Farm"?

A. As a farm for a farmer, yes. Speculative value, no.

Q. What do you mean by speculative value?

A. Due to the fact that it is now on a good highway, with a dual highway proposed, it could be worth considerably more for commercial building sites.

Q. Would you describe the woodlot involved in these proceedings?

A. It is 57 acres of woods, detached from any of the farms, on a county road adjoining the farm known as the old "Fox Farm, which I valued at $25 an acre, or a total value of $1,425.

Q. Do you consider this the present-day fair market value of this Woodlot?

A. Yes.

Q. Considering the farms individually, in your opinion would it be possible to partition or divide each of the farms among the parties entitled according to this suit; that is, a one-half interest to Mr. James Leager, and the remaining one-half interest to those persons entitled under the Will of Phillamonea Leager, in kind, that is divide it or partition it acre by acre, without loss or injury to any of the parties?

A. No.

Q. What is the reason for your opinion?

A. Because it would be impossible to divide the buildings and the acreage so as to give each person an equal share, and if divided, they would be too small to be of any value as a farm.

Q. Considering the farms and the woodlot collectively, that is, as one large parcel, even though they are not all three adjacent, in your opinion would it be possible to partition or divide these properties in kind, without loss or injury to any of the parties?

A. No.

Q. Would you give your reasons for this opinion?

A. I said before they were not of equal acreage or equal productivity per acre, and the buildings are not of equal values. The locations are not of equal value due to the highways as they are presently set up and proposed. The only equitable way I can see to divide them would be to sell the farms and divide the money, and in that manner they will obtain not only their worth as farms, but also their speculative values.

EXAMINER'S SPECIAL:

A. No.

LEONARD A. RENSHAW
(Leonard Archibald Renshaw)

There being no further witnesses to be examined, the Examiner herewith makes his return to the depositions of the respective witnesses and the costs chargeable to the parties, as follows, to wit:

Examiner's Fee	$ 10.00
Stenographer's Fee	30.00
William Francis Callahan, Witness Fee.	10.00
C. Frank Boyle, Witness Fee.	10.00
Leonard Archibald Renshaw, Witness Fee	10.00

VACHEL A. DOWNES, JR.
(Vachel A. Downes, Jr.)

Filed July 5, 1956

DECREE

Filed July 24, 1956

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland	)	In the Circuit Court for Queen Anne's County
vs.	)	In Equity No. 4040
JAMES EDMUND GOLT LEAGER, JR. et al	)	

* * * * * *

THIS CAUSE BEING ready for hearing, and being submitted for final decree, the Bill of Complaint, Exhibits, Testimony and all other proceedings having been read and duly considered, IT IS THEREUPON, this 24th day of July, 1956, by the Circuit Court for Queen Anne's County, in equity, ADJUDGED, ORDERED, and DECREED, that the real estate described in the above entitled proceedings, less that part of said property, totaling fourteen acres, which was taken by the Maryland State Roads Commission through condemnation proceedings after the institution of these proceedings (see Law 982), be sold for the purpose of partition.

AND THAT James E. Thompson, Jr., BE AND HE IS hereby appointed Trustee to make sale thereof; and that the course and manner of his proceeding shall be as follows: He shall, before he proceeds to make such sale, first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by him and a surety or sureties in the penalty of One Hundred Thousand Dollars ($100,000.00) corporate surety and in double that amount if personal sureties conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future order or decree passed in the premises, which said bond shall be approved by one of the Judges of the said Circuit Court, or by the Clerk of the Circuit Court for Queen Anne's County. The said trustee shall then proceed to make said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper or newspapers printed and published in Queen Anne's County, and in such other newspapers and such other manner as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on the day of sale, with the balance of said purchase money payable on the day of final ratification of said sale, or all cash on day of sale 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, the said trustee shall return to this Court a full and particular account of his proceeding 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 claims of the parties to this cause.

And the said trustee shall bring into Court the money arising from the sale of the said 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.

WM. R. HORNEY
Judge

Filed July 24, 1956

BOND

Filed Aug. 8, 1956

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of August in the year nineteen hundred and fifty six, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, James E. Thompson, Jr. of Centreville, Queen Anne's County, Maryland, as Principal, and the Hartford Accident and Indemnity Company, a Body Corporate of the State of Connecticut, and duly authorized to transact business in the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Hundred Thousand Dollars ($100,000.00), current money, to be paid to the said State of Maryland, or its 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 7 day of August, 1956.

WHEREAS, by decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 24th day of July, 1956, in Cause pending in said Court in which James Edmund Golt Leager is the Plaintiff and James Edmund Golt Leager, Jr., et al, are the Defendants, the same being Cause number 4040 in said Court, the said James E. Thompson, Jr. was appointed Trustee to make sale of the real estate mentioned and described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound, James E. Thompson, Jr., shall well and truly perform the trust reposed in him by said decree or which may be reposed in him by any future decree or order in the premises, and shall in all respects well and truly execute the duties of such Trustee, then and in that event the above obligation to be null and void; otherwise to be and remain in full force and virtue in law.

TEST:

L. HERMAN MEREDITH

JAMES E. THOMPSON, JR. (SEAL)
James E. Thompson, Jr.

Witness:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

JESSIE E. MEYER
Jessie E. Meyer

BY: DOUGLAS H. GEER
Douglas H. Geer, Attorney-in-Fact
Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved & Bond filed Aug. 8, 1956

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 172, a Bond Record Book for Queen Anne's County.

Place of SEAL. 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 August in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed Aug. 22, 1956

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland	)	In the Circuit Court for Queen Anne's County
vs	)	In Equity No. 4040
JAMES EDMUND GOLT LEAGER, JR. et al	)	

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by James E. Thompson, Jr., the Trustee appointed to make such sale, unto your Honors respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 24th day of July, 1956, your Trustee filed a Bond in this cause in the penalty of One Hundred Thousand Dollars ($100,000.00) with Corporate Surety thereon, which said Bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said decree, your Trustee advertised the time, place, manner and terms of sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to August 24, 1956, as will appear by reference to the certificate of advertisement of sale which is hereto attached as a part hereof.

3. That your Trustee, pursuant to said advertisement, at 1:30 o'clock P.M. (DST) on Tuesday, August 21, 1956, in front of the Court House Door offered the real estate described in said advertisement for sale at public auction by J. Elmer Anthony, auctioneer.

4. That at the time and place aforesaid, the properties were sold as follows: parcel No. 1, the "Littig Farm", was offered first and the highest bid for said parcel was $37,000.00, and in accordance with the decree of this Honorable Court, said real estate was sold to William A. Hardy, Jr. at and for the sum of $37,000.00, the highest bid therefor, subject to the ratification of this sale by this Honorable Court; and said Buyer paid the sum of $15,000.00, or more than 1/3 as down-payment on the aforesaid property and secured the balance or the sum of $22,000.00 to the satisfaction of the Trustee upon the advertised terms of sale. As per announcement made at time of sale, parcel No. 2, the "Connelly Farm" and the parcel No. 3, the "Philip H. Golt Home Farm", were offered for sale separately and then as one parcel. When offered separately the highest bid for said "Connelly Farm" made by William O. Callahan was $33,400.00; the highest bid for the "Philip H. Golt Home Farm" made by James Gannon was $25,000.00, making a total offer for the two farms of $58,400.00. When the two farms were placed together and offered as one parcel, the highest bid for said real estate was $58,500.00 or $100.00 more than the highest offer for said farms separately, and in accordance with the decree of this Honorable Court, said real estate was sold to Michael Revyuk at and for the sum of $58,500.00, the highest bid therefor, subject to the ratification of this sale by this Honorable Court, and said buyer has paid the sum of $19,500.00, or 1/3 of the purchase price, as down-payment on the aforesaid property and secured the balance of said purchase price the sum of $39,000.00, to the satisfaction of your Trustee, upon the advertised terms of sale. The "Philip H. Golt Woodland" was then offered for sale and the highest bid for said real estate was $500.00, and in accordance with the decree of this Honorable Court, said real estate was sold to John W. Sause, Jr. at and for the sum of $500.00, the highest bid therefor, subject to the ratification of this sale by this Honorable Court; and said buyer has paid the full sum of $500.00 for the aforesaid property upon the advertised terms of sale.

5. That your Trustee believes that the prices obtained for the above parcels of land which total $96,000.00 are the best prices obtainable for said property.

Respectfully submitted,

JAMES E. THOMPSON, JR.
Trustee

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

I HEREBY CERTIFY, that on this 22nd day of August, 1956, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson, Jr., Trustee in the aforesaid matter and made oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed Aug. 22, 1956

ORDER NISI

Filed Aug. 22, 1956

NISI

James Edmund Golt Leager	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
James Edmund Golt Leager, Jr., et al.	:	NO. 4040

ORDERED, this 22nd. day of August, 1956, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Trustee, be ratified and confirmed, on or after the 21st. day of September next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 30th. day of August 1956, and ending on the 13th. day of September 1956.

The report states the amount of sales to be $96,000.00.

T. SORDEN PIPPIN Clerk

Filed: August 22, 1956

PETITION

Filed Sept. 5, 1956

JAMES EDMUND GOLT LEAGER	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JAMES EDMUND GOLT LEAGER, JR., et al.	*	QUEEN ANNE'S COUNTY
	*	In Equity No. 4040
	*	In Equity No. 4040
	*	

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John W. Sause, Jr., respectfully shows:

1. That at public auction sale of the property mentioned in these proceedings, held on August 21, 1956, your Petitioner purchased the Philip H. Golt, Woodland at and for the sum of $500.00, which sale has been duly reported to this Court by James E. Thompson, Jr., Trustee, for ratification, subject to the issuance of Order Nisi thereon.

2. That your Petitioner desires to have the following persons substituted as purchasers for said property:

a. John W. Sause, Jr., as to an undivided one-half (1/2) interest therein.

b. Charles Cameron Waller and Nell Waller, his wife, as tenants by the entireties, as to an undivided one-half (1/2) interest therein.

WHEREFORE, your Petitioner prays this Court may pass an appropriate Order in the premises.

And as in duty bound, etc.

JOHN W. SAUSE JR.
John W. Sause, Jr.
Petitioner

J. CALVIN CARNEY
J. Calvin Carney
3 E. Lexington Street
Baltimore 2, Maryland

Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 4th day of September, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John W. Sause, Jr., and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

ELIZABETH McC. WEST.
Elizabeth McC. West.

NOTARY PUBLIC SEAL.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

We, the undersigned, Charles Cameron Waller and Nell Waller, his wife, hereby request that we be substituted as purchasers of the Philip H. Golt Woodland property as tenants by the entireties, as to an undivided one-half (1/2) interest herein, and consent to the passage of the appended Order substituting the following persons as purchasers of said property: John W. Sause, Jr., as to an undivided one-half (1/2) interest therein; Charles Cameron Waller and Nell Waller, his wife, as tenants by the entireties, as to an undivided one-half (1/2) interest therein.

CHARLES CAMERON WALLER
Charles Cameron Waller

NELL WALLER
Nell Waller

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of September, 1956, before me, the subscriber, a Notary Public of State of Maryland, in and for the City of Baltimore, personally appeared Charles Cameron Waller and Nell Waller, his wife, and they made oath in due form of law that the matters and facts set forth in the aforegoing Assent are true to the best of their knowledge, information and belief.

ELIZABETH McC. WEST
Notary Public
Elizabeth McC. West

NOTARY PUBLIC SEAL.

Filed Sept. 5, 1956

ORDER

Filed Sept. 7, 1956

JAMES EDMUND GOLT LEAGER	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
JAMES EDMUND GOLT LEAGER, JR., et al.	*	QUEEN ANNE'S COUNTY
	*	
	*	In Equity No. 4040

ORDER

Upon the foregoing Petition, Affidavits, and Assent, it is this 7th day of September, 1956, by the Circuit Court for Queen Anne's County, in Equity Case No. 4040 in the above matter

ORDERED, that the following persons be substituted as purchasers of Philip H. Golt Woodland as described in these proceedings in the place and stead of John W. Sause, Jr.:

a. John W. Sause, Jr., as to an undivided one-half (1/2) interest therein,

b. Charles Cameron Waller and Nell Waller, his wife, as tenants by the entireties, as to an undivided one-half (1/2) interest therein.

WM. R. HORNEY
Judge

Filed Sept. 7, 1956

EXCEPTIONS TO RATIFICATION
OF SALE

Filed Sept. 19, 1956

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.		CIRCUIT COURT
	*	
JAMES EDMUND GOLT LEAGER, JR. et al.		FOR
	*	QUEEN ANNE'S COUNTY
		In Equity No. 4040

* * * * * * * * * * * * * * * * * *

EXCEPTIONS TO RATIFICATION OF SALE OF
PHILIP H. GOLT WOODLAND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, purchasers and/or substituted purchasers of Philip H. Golt Woodland property, sold on August 21, 1956 at public auction and reported to this Court on August 22, 1956, by J. Calvin Carney, their Solicitor, respectfully except to the ratification of the sale of said Philip H. Golt Woodland to them, and each of them, for the following reasons and on the following grounds:

1. That the title of said property is not good and marketable.

2. Because there is no proper and sufficient description of record or available with respect to said property.

3. Beacuse of the inability to locate said property.

4. Because the description of said property is not reasonably definite.

5. Because the location of said property is not reasonably definite.

6. Because under the Will of Philemon H. Golt, also known as Philip H. Golt, and under the Will of Katherine Philemonea Leager, good and marketable title cannot be conveyed by the Trustee herein.

7. Because of substantial deficiency between the amount of acreage sold and that which might be owned.

8. Because said property does not have access to any public road.

9. Because the Bill of Complaint contains no allegation that the sale is advantageous to all persons having an interest in the subject matter.

10. Because the testimony fails to show effectively that the sale was to the advantage of all persons interested in the subject matter.

11. Because persons not in esse are not bound by this proceeding.

12. And for other reasons to be assigned upon a hearing of these Exceptions.

J. CALVIN CARNEY
J. Calvin Carney
3 East Lexington Street
Baltimore 2, Maryland

Solicitor for John W. Sause, Jr.
and Charles Cameron Waller and
Nell Waller, his wife, Exceptants

I HEREBY CERTIFY, That on this 18th day of September, 1956, a copy of the aforegoing Exceptions was mailed to James E. Thompson, Jr., Trustee, Centreville, Maryland.

J. CALVIN CARNEY
J. Calvin Carney

EXCEPTIONS TO RATIFICATION
OF SALE

Filed Sept. 20, 1956

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland	In the Circuit Court for Queen Anne's County
vs	In Equity No. 4040
JAMES EDMUND GOLT LEAGER, JR. et al	

EXCEPTIONS TO RATIFICATION OF SALE OF "LITTIG FARM"

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William A. Hardy, Jr., by Howard Wood, Attorney, excepts to the ratification of the sale to him of the "Littig Farm" reported by James E. Thompson, Jr.,

Trustee in these proceedings, and for grounds of exception, says:

1. That there is no allegation in the bill that the sales of real estate prayed by the bill would be advantageous to the parties interested in said real estate.

2. That the depositions filed in the cause failed to show affirmatively that said sales would be advantageous to the parties interested in the real estate prayed to be sold.

3. That there is a possibility that persons not now in being, may become interested in said real estate; and such persons are not represented by any of the parties to this cause in the absence of allegation or proof that the sales would be advantageous to the parties to the cause.

4. That no certificate of advertisement of sale was filed with the report of sale.

5. And for other reasons to be shown at the hearing on these exceptions.

And as in duty bound, etc.

HOWARD WOOD
Attorney for William A. Hardy, Jr.

I hereby certify that I mailed a copy of the within exceptions to James E. Thompson, Jr., Esq., Trustee, Centreville, Maryland, this day of September, 1956.

HOWARD WOOD

Filed Sept. 20, 1956

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE

Filed Sept. 21, 1956

TRUSTEE'S SALE

Of Valuable

Farm Properties

The undersigned trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in equity, passed on July 24, 1956, in cause No. 4040 in said court, will sell at public sale to the highest bidder in front of the Court House Door in Centreville, Queen Anne's County, Maryland, on

TUESDAY, AUGUST 21, 1956

commending 1:30 o'clock P.M. (D.S.T.) the following three farms and woodlot, to wit:

1. All that tract of land or farm known as "Littig Farm", situate in the Fifth Election District of Queen Anne's County, Maryland, on the Queenstown-Wye Mills Road, adjacent to the lands of John Kinnamon and containing 275 acres of land more or less (180 tillable, 95 wooded). Being a part of the land conveyed to Philemon H. Golt by Louise Harris Sloan, et al. by deed dated June 8, 1911, recorded June 17, 1911, in Liber S.S. No. 10, folio 110, a land record book of Queen Anne's County.

2. All that tract of land or farm known as "Connelly Farm", situate in the Third Election District of Queen Anne's County, Maryland, on a road leading from the Wye Mills-Willoughby Road to Starr, containing 185 acres of land, more or less (171 tillable, 14 wooded). Being the same and all of the land conveyed unto Philemon H. Golt by John B. Brown, Jr., et al, by deed dated April 4, 1899, recorded April 4, 1899, in Liber W.H.C. No. 9, folio 235, a land record book for Queen Anne's County.

3. All that tract of land or farm known as the "Philip H. Golt Home Farm", situate in the Third Election District of Queen Anne's County, Maryland, on the Queen Anne-Wye Mills Road, Route 404, adjacent to the lands of E. W. Rhodes and containing 243 acres of land, more or less (all tillable).

4. All that tract or parcel of land known as "Philip H. Golt Woodland", situate in the Third Election District of Queen Anne's County, Maryland, near Willoughby, adjacent to the lands of Harry Foxx, containing 57 acres of land, more or less.

Note: Farms No. 2 and 3 are adjacent and can be tilled as one farm with a total of 428 acres (414 tillable, 14 wooded).

TERMS OF SALE

Whole price may be paid in cash on day of sale or one-third of purchase money shall be paid on day of sale, the balance on final ratification of sale by said court, said balance to bear interest from day of sale and to be secured to the trustee's satisfaction. Full possession (subject to tenants' rights to January 1, 1957) will be given to the purchaser on final ratification of sale and payment of the purchase price in full. Title papers, revenue stamps, and cost of recording deed to be at purchaser's expense. All 1956 crops reserved.

JAMES E. THOMPSON, JR.
Trustee in Chancery, Cause No. 4040

J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Sept. 7, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of valuable farm properties in the case of James Edmund Golt Leager vs. James Edmund Golt Leager, Jr., Equity cause no. 4040 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 4 successive weeks before the 21st day of August, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of July 1956, and the last insertion on the 16th day of August, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Sept. 21, 1956

NOTICE OF HEARING OF
EXCEPTION TO SALE

Filed Sept. 21, 1956

JAMES EDMUND GOLT LEAGER	*	IN THE
Vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR., et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	In Equity
	*	No. 4040

******** ********

TO: T. SORDEN PIPPIN, CLERK

Please place the Exceptions to Ratification of Sale of "Philip H. Golt Woodland" for hearing on Law Day, September 28th, 1956.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Centreville, Maryland
Trustee

I HEREBY CERTIFY that on this 21st day of September, 1956, I mailed a copy of the within Notice to J. Calvin Carney, Esq., Attorney for Purchaser, at his Law Office, Central Savings Bank Building, Baltimore 2, Maryland.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.

Filed Sept. 21, 1956

NOTICE OF HEARING OF
EXCEPTION TO SALE

Filed Sept. 21, 1956

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR., et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	In Equity
	*	No. 4040

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TO: T. SORDEN PIPPIN, CLERK

Please place the Exceptions to Ratification of Sale of "Littig Farm" for hearing on Law Day, September 28th, 1956.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Centreville, Maryland
Trustee

I HEREBY CERTIFY that on this 21st day of September, 1956, I served a copy of the within Notice on Howard Wood, III, by leaving same at his Law Office in Centreville, Maryland

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.

Filed Sept. 21, 1956

ORDER TO STRIKE
OUT APPEARANCE

Filed Sept. 26, 1956

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.		CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR. ET AL.	*	FOR
		QUEEN ANNE'S COUNTY
		In Equity No. 4040

* * * * * *

MR. CLERK:

Will you please strike out my appearance in the above-entitled case on behalf of John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, purchasers and/or substituted purchasers of Philip H. Golt Woodland property.

J. CALVIN CARNEY
J. Calvin Carney
3 East Lexington Street
Baltimore 2, Maryland

Filed Sept. 26, 1956

ORDER TO ENTER
APPEARANCE

Filed Sept. 28, 1956

JAMES EDMUND GOLT LEAGER	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	No. - Chancery 4040
JAMES EDMUND GOLT LEAGER, JR. et al	

Mr. T. S. Pippin

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

You will please enter the appearance of Vachel A. Downes, Jr. as attorney for John W. Sause, Jr., Charles Cameron Waller and Nell Waller

VACHEL A. DOWNES, JR.
Attorney for

Filed Sept. 28, 1956

PETITION

Filed Oct. 5, 1956

James Edmund Golt Leager	)	In the Circuit Court for
vs	)	Queen Anne's County
James Edmund Golt Leager, Jr., et al	)	In Equity No. 4040

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, purchasers and/or substituted purchasers of Philip H. Golt Woodland by Vachel A. Downes, Jr., their attorney, desire to withdraw Exceptions to said sale Nos. 2, 3, 4, 5, 6, 7, and 8 filed in this Cause on September 19, 1956 and to retain only Exceptions Nos. 1, 9, 10, 11, and 12, and to that end do hereby petition this Honorable Court to pass an Order granting the withdrawal of Exceptions Nos. 2, 3, 4, 5, 6, 7, and 8.

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.

Filed Oct. 5, 1956

ORDER

Filed Oct. 5, 1956

ORDER

Upon the aforegoing Petition, IT IS this 5th day of October, 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ORDERED THAT Exceptions Nos. 2, 3, 4, 5, 6, 7, and 8 filed by J. Calvin Carney, Esq., Attorney, on behalf of John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, Exceptants, be and they are hereby withdrawn.

WM. R. HORNEY
Judge

Filed Oct. 5, 1956

FINAL ORDER

Filed Oct. 5, 1956

JAMES EDMUND GOLT LEAGER	In the Circuit Court for Queen Anne's County in Equity
vs.	
JAMES EDMUND GOLT LEAGER, JR., et al.	Cause No. 4040

FINAL ORDER OVERRULING EXCEPTIONS AND RATIFYING SALES

The exceptions filed herein by the respective purchasers of the "Littig Farm" and the "Philemon H. Golt Woodlot" have been read and considered, and arguments of counsel representing said purchasers have been duly heard. It appears that the sole basis of exceptions to ratification of sale of the "Littig Farm", and the only remaining basis of exceptions to ratification of sale of the woodlot, rests upon an alleged lack of either allegation or proof to the effect that the sales of real estate and reinvestment of one-half of the net proceeds thereof would be advantageous to all of the persons interested in said real estate, whether in being or not. The exceptants based their remaining exceptions upon the decisions in Downin v. Sprecher, 35 Md. 474 and Peper v. Traeger, 152 Md. 174. This court is of the opinion that the right of partition is paramount to the interests of unborn persons interested in the real estate, and that in a case such as this, where the provisions of Article 16, Section 170 have been fully complied with, it is unnecessary to comply with the provisions of Article 16, Section 264, both references being to the Annotated Code of Maryland, 1951 ed. This court did find, however, in the instant case, that the proposed sales would be advantageous to all parties interested in said real estate whether in being or not, prior to and as a prerequisite of its decree for sale of said real estate; and the court is still of the same opinion. The evidence shows that some buildings on each improved parcel of real estate are only in fair condition and that some are in poor condition. The evidence also shows that there is little or no marketable timber on the woodlot. The court considered the question of advantage to the parties concerned, as above stated, and took notice of this evidence in passing its decree for sale. The court also took judicial notice that, so long as the improved parcels of real estate were owned, as to an undivided one-half interest, under the provisions of the will of Katherine P. Leager, it would be impractical or impossible to replace buildings as necessary without applying to the court to encumber the property.

Accordingly, IT IS ORDERED this 5th day of October 1956, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the above mentioned exceptions are hereby overruled and all of the sales reported in this cause are hereby finally ratified and confirmed; and IT IS FURTHER ORDERED that the proceedings in the above entitled cause be forthwith referred to the regular auditor of this Court for the purpose of stating an audit of the proceeds of said sales; that James E. Thompson, Jr., Trustee, is allowed the usual commissions allowed by this Court upon sales of real estate and for all expenses, not personal, upon producing the vouchers therefor; and that one-half of the net proceeds of sale be distributed by the audit to James E. Leager absolutely and the remaining one-half of the net proceeds of sale shall remain subject to the future order of this court to be passed upon proper application of the life tenant, James E. G. Leager for the appointment of a trustee to hold and invest the same so as to enure in like manner as by the will of Katherine P. Leager to the use of the same parties who would be entitled to the interest in the land sold which passed under said will;

WM. R. HORNEY
Judge

Filed Oct. 5, 1956

CERTIFICATE OF PUBLICATION
OF NISI

Filed Oct. 6, 1956

NISI

James Edmund Golt Leager

Vs.

James Edmund Golt Leager, Jr.,

et al.

In the Circuit Court for
Queen Anne's County

In Equity

No. 4040

ORDERED, this 22nd day of August, 1956, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., trustee, be ratified and confirmed, on or after the 21st day of September, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 30th day of August, 1956, and ending on the 13th day of September, 1956.

The report states the amount of sales to be $96,000.00.

T. SORDEN PIPPIN, Clerk

Filed: August 22, 1956

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 6, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of James Edmund Golt Leager vs. James Edmund Golt Leager, Jr., et al. 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 3 successive weeks before the 21st day of September, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of August 1956, and the last insertion on the 13th day of September, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Shirley L. Kinnear

Filed Oct. 6, 1956

ORDER FOR APPEAL

Filed Oct. 26, 1956

JAMES EDMUND GOLT LEAGER vs. JAMES EDMUND GOLT LEAGER, JR., et al.	In the Circuit Court for Queen Anne's County in Equity Cause No. 4040

ORDER FOR APPEAL

Mr. T. Sorden Pippin, Clerk:

Please enter an appeal from the "Final Order Overruling Exceptions and Ratifying Sales", dated and filed in this cause on the 5th day of October, 1956.

HOWARD WOOD
Attorney for William A. Hardy, Jr.
Purchaser of the "Littig Farm"

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

I HEREBY CERTIFY, that on this 26th day of October 1956, before me, the subscriber, ~~a Notary Public of the State and County aforesaid~~, personally appeared William A. Hardy, Jr., purchaser of the "Littig Farm" in the above entitled cause, and made oath in due form of law that the appeal taken by him in the said cause, is not taken for delay.

AS WITNESS my hand ~~and Notarial Seal~~.

T. SORDEN PIPPIN
Clerk
~~Notary Public~~

I Hereby Certify that I left a copy of the aforegoing order at the office of James E. Thompson, Jr., Trustee and Vendor in this cause, Centreville, Maryland, this 26th day of October, 1956.

HOWARD WOOD
Attorney for William A. Hardy, Jr.

Filed Oct. 26, 1956

PETITION

Filed Oct. 26, 1956

JAMES EDMUND GOLT LEAGER vs. JAMES EDMUND GOLT LEAGER, JR., et al.	In the Circuit Court for Queen Anne's County In Equity Cause No. 4040

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William A. Hardy, Jr., unto your Honors, respectfully shows:

1. That on the 5th day of October, 1956, this Honorable Court passed an order in the above entitled cause overruling your petitioner's exceptions to the ratification of the sale of the "Littig Farm" to your petitioner in this cause, as well as exceptions of another purchaser of a woodlot, and finally ratifying all of the sales reported in this cause, of which the sale of the "Littig Farm" to your petitioner is one.

2. That on the 26th day of October, 1956, your petitioner, by Howard Wood, his solicitor, ordered the entry of an Appeal to the Court of Appeals from the said Order.

3. That your petitioner desires that the operation of the said Order be suspended pending such Appeal; and that in order to obtain such suspension, the provisions of Article 5, Section 33, Flack's Annotated Code (1951) require your petitioner to give bond, with security, to indemnify the other party or parties to the above entitled cause from all loss or injury which said party or parties may sustain by reason of such Appeal, and the staying the execution or operation of such decree or order; and that the said statute further requires that this Honorable Court fix the penalty of such bond.

To the end, therefore, that your petitioner may give bond as above stated.

May it please your Honors to fix the penalty of the said bond, in accordance with the provision of said statute.

And as in duty bound, etc.,

WILLIAM A. HARDY, JR.
(William A. Hardy, Jr.)

HOWARD WOOD
Attorney for Petitioner

I Hereby Certify that I left a copy of the aforegoing Petition at the office of James E. Thompson, Jr., Trustee and Vendor in this cause, Centreville, Maryland, this 26th day of October, 1956.

HOWARD WOOD
Attorney for William A. Hardy, Jr.,
Petitioner

Filed Oct. 26, 1956

PETITION

Filed Nov. 3, 1956

JAMES EDMUND GOLT LEAGER vs. JAMES EDMUND GOLT LEAGER, JR., et al.	In the Circuit Court for Queen Anne's County in Equity Cause No. 4040

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William A. Hardy, Jr., unto your Honors, respectfully shows:

1. That by petition filed October 26, 1956, your petitioner prayed your Honors to pass an order suspending the operation of the order of this Court dated October 5, 1956, pending his appeal therefrom.

2. That your petitioner desires to amend his petition filed on October 26, 1956 by interlineation by the addition of the words at the end of the first line of paragraph No. 3, thereof, to wit:

"insofar as it affects the sale of the Littig Farm to your petitioner"

WHEREFORE your petitioner prays your Honors for leave to amend his former petition as above stated.

Respectfully submitted

HOWARD WOOD
Attorney for Petitioner

I Hereby Certify that I left a copy of the aforegoing Petition at the office of James E. Thompson, Jr., Trustee and Vendor in this cause, Centreville, Maryland, this 1st day of November, 1956.

HOWARD WOOD
Attorney for William A. Hardy, Jr.

Filed Nov. 3, 1956

ORDER FOR APPEAL

Filed Nov. 3, 1956

JAMES EDMUND GOLT LEAGER
vs.
JAMES EDMUND GOLT LEAGER, et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 4040

ORDER FOR APPEAL

Mr. T. S. Pippin, Clerk:

Please enter an Appeal from the "Final Order Overruling Exceptions and Ratifying Sales", dated and filed in this cause on the 5th day of October, 1956.

VACHEL A. DOWNES, JR.
Attorney for John W. Sause, Jr., et. al.
Purchasers of the Golt Woodland

I HEREBY CERTIFY that I left a copy of the aforegoing Order at the office of James E. Thompson, Jr., Trustee and Vendor in this cause, at Centreville, Maryland, this 3rd day of November, 1956.

VACHEL A. DOWNES, JR.
Attorney for John W. Sause, Jr., et. al.

Filed Nov. 3, 1956

ORDER OF COURT

Filed Nov. 7, 1956

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 7th day of November, 1956, that leave to amend the Petition filed by William A. Hardy, Jr. on October 26, 1956, is hereby granted said petitioner as prayed; and IT IS FURTHER ORDERED this 7th day of November, 1956, by the Circuit Court for Queen Anne's County in Equity, that the penalty of the bond to be given by said petitioner, and filed in this cause to stay the execution of the order of this Court passed in this cause on the 5th day of October, 1956, pending appeal, insofar as it affects the sale of the Littig Farm to William A. Hardy, Jr., is hereby fixed at One Thousand------Dollars ($1000.00).

WM. R. HORNEY
JUDGE

Filed Nov. 7, 1956

BOND

Filed Nov. 21, 1956

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, William A. Hardy, Jr., of Queen Anne's County, State of Maryland, and Hartford Accident and Indemnity Company, a body corporate of the State of New York, duly authorized to become sole surety on bonds and to do business in the State of Maryland, are held and firmly bound unto James E. Thompson, Jr., Trustee in the cause hereinafter mentioned, of Queen Anne's County, aforesaid, or his Attorney, Successors, Executors and Administrators, in the full and just sum of One Thousand Dollars ($1,000.00); 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 successors, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 15th day of November, in the year of our Lord nineteen hundred fifty-six.

WHEREAS, by an order dated October 5, 1956, of the Circuit Court for Queen Anne's County passed in a cause therein entitled "James Edmund Golt Leager vs. James Edmund Golt Leager, Jr., et al.", in Equity, No. 4040, it was ordered that exceptions of said William A. Hardy, Jr., purchaser of the real estate called the "Littig Farm" from said Trustee in said cause, to the final ratification of such sale, be overruled, together with exceptions filed by the purchaser of a woodlot, and that all of the sales of real estate reported in said cause be finally ratified and confirmed.

AND WHEREAS, the said William A. Hardy, Jr. is about to appeal from the said order to the Court of Appeals of Maryland;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

THAT, if the above bounden William A. Hardy, Jr. shall not cause a transcript of the record and proceedings of the said cause in the Circuit Court for Queen Anne's County to be transmitted to the said Court of Appeals within the time required by law, and prosecute the said appeal with effect, and shall not also satisfy and pay unto the said James E. Thompson, Jr., Trustee as aforesaid, his Successors, Executors or Administrators, in case the said order shall be affirmed, any damages and costs decreed by the said Circuit Court for Queen Anne's County, and all damages and costs that may be awarded by the Court of Appeals, to be paid by the said William A. Hardy, Jr., and shall not also indemnify the said James E. Thompson, Jr., from all loss and injury which the said James E. Thompson, Jr., and all parties to the said cause, may sustain by reason of this appeal and the staying of the operation of said order, then this bond to be and remain in full force and virtue, otherwise of no effect.

Signed, Sealed and Delivered
in the presence of:

WILLIAM A. HARDY, JR. (SEAL)
(William A. Hardy, Jr.)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

LUCILLE HOUTS

By HOWARD WOOD
(Howard Wood)
Its attorney-in-fact

ATTEST (as to corporate seal):
Corporate Seal.

LUCILLE HOUTS

and at the foot of the aforegoing Bond is the following endorsement, to wit:
Security approved and Bond filed Nov. 15, 1956

T. Sorden Pippin, Clerk

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 187, 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 15th day of November, in the year ninetten hundred and fifty-six.

T. SORDEN PIPPIN Clerk

AFFADAVIT

Filed Nov. 16, 1956

JAMES EDMUND GOLT LEAGER

vs.

JAMES EDMUND GOLT LEAGER, JR.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 4040

AFFADAVIT

STATE OF Virginia
CITY OR COUNTY OF Albemarle to wit:

I HEREBY CERTIFY that on this 14th day of November, 1956, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City or County aforesaid, personally appeared John W. Sause, Jr., one of the purchasers of the

Golt Woodland in the above entitled cause, and made oath in due form of law that the appeal taken in said cause by said purchasers, is not taken for delay.

As witness my hand and Notarial seal.

ETHEL B. SPROUSE

Notary Public

NOTARY PUBLIC SEAL.

My commission Expires Aug. 1, 1957

Filed Nov. 16, 1956

PETITION

Filed Dec. 28, 1956

JAMES E. GOLT LEAGER

vs.

JAMES E. GOLT LEAGER, JR.
et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4040

PETITION

TO THE NONORABLE, THE JUDGES OF SAID COURT:

The Petition of John W. Sauce, Jr., Charles Cameron Waller and Nell Waller, his wife, by Vachel A. Downes, Jr., their Solicitor, unto your Honors respectfully represents:

1. That on the 5th day of October, 1956, this Honorable Court passed an Order in the above entitled cause overruling your Petitioners exceptions to the ratification of the sale of the "Golt Woodland" to John W. Sauce, Jr., Charles Cameron Waller and Nell Waller, and ratifying the sales heretofore reported in this cause.

2. That on the 3rd day of November, 1956, an appeal to the Court of Appeals was noted herein by said purchasers.

3. That said purchasers, your Petitioners, desire the operation of said Order, as to the "Golt Woodland" be suspended pending such appeal, and by the provisions of the Annotated Code of Maryland, Section 33 of Article 5 (1951 edition) bond must be given, as fixed by this Honorable Court, with approved security, to indeminify the other parties to said cause from loss or injury sustained as a result of such appeal.

May it please your Honors to fix the penalty of said bond in accordance with the provisions of said statute.

And in duty bound, etc.

VACHEL A. DOWNES JR.
Solicitor for John W. Sauce, Jr.
Charles Cameron Waller and Nell Waller

I HEREBY CERTIFY that on this 27th day of December, 1956, a copy of the aforegoing Petition was served on James Elmer Thompson, Jr., Trustee, by leaving a copy of the same at his law offices in Centreville, Maryland.

VACHEL A. DOWNES, JR.
Attorney for Petitioners

Filed Dec. 28, 1956

ORDER

Filed Jan. 4, 1957

JAMES E. GOLT LEAGER

vs.

JAMES E. GOLT LEAGER, JR.
et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4040

ORDER

UPON the aforegoing Petition, it is ORDERED this 4th day of January, 1957, by the Circuit Court for Queen Anne's County In Equity, and by the aurhority of said Court, that the penalty of the bond to be given by John W. Sauce, Jr., Charles Cameron Waller and Nell Waller, his wife, to stay the execution of the Order of Court passed in this cause on the 5th day of October, 1956, pending appeal, is hereby fixed at Two Hundred------Dollars ($200.00)

WM. R. HORNEY
Judge

Filed Jan. 4, 1957

APPEAL BOND

Filed April 4, 1957

Q U E E N A N N E ' S C O U N T Y, to wit: Be it remembered that on this Fourth day of April, in the year nineteen hundred and fifty-seven, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS:

That we, John W. Sauce, Jr., Charles Cameron Waller and Nell Waller, of the City of Baltimore, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate of the State of New York, duly authorized to become sole surety on bonds and to do business in the State of Maryland, are held and firmly bound unto James E. Thompson, Jr., Trustee, in the cause hereinafter mentioned, of Queen Anne's County, State of Maryland, or his Attorney, Successors, Executors and Administrators in the full and just sum of Two Hundred Dollars ($200.00) 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 successors, jointly and severally, firmly by these presents. Sealed with our seals and dated this 8th day of February, 1957.

WHEREAS, by an Order of the Circuit Court for Queen Anne's County, In Equity, dated the 5th day of October, 1956, passed in a cause entitled "James Edmund Golt Leager vs. James Edmund Golt Leager, et. al.", being Chancery No. 4040, it was ordered that exceptions of John W. Sauce, Jr., Cyales Cameron Waller and Nell Waller, purchasers of the real estate mentioned in said cause known as the "Golt Woodland", to the final ratification of sale be overruled, and that all sales of real estate reported in said cause be finally ratified and confirmed.

AND WHEREAS, the said John W. Sauce, Jr., Charles Cameron Waller and Nell Waller are about to appeal from said Order to the Court of Appeals of Maryland,

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, John W. Sauce, Jr., Charles Cameron Waller and Nell Waller shall not cause a transcript of the record and proceedings of the said cause in the Circuit Court for Queen Anne's County to be transmitted to the said Court of Appeals of Maryland within the time prescribed by law and prosecute the said appeal with effect, and shall not also satisfy and pay unto James E. Thompson, Jr., Trustee as aforesaid, his Successors, Executors and Administrators, in case the said Order shall be affirmed, any damages and costs decreed by the Circuit Court for Queen Anne's County, In Equity, and all damages and costs that may be awarded by the Court of Appeals of Maryland to be paid by the said John W. Sauce, Jr., Charles Cameron Waller and Nell Waller, and shall not also indemnify the said James E. Thompson, Jr., Trustee as aforesaid, from all loss and injury which the said James E. Thompson, Jr., Trustee, and all parties to the said cause, may sustain by reason of this appeal and the staying of the operation of said Order, then this Bond to be and remain in full force and virtue, otherwise of no effect.

Signed and sealed in the presence of:

/s/ MRS. F. J. SCHOOLCRAFT

/s/ STANLEY P. CHRISTOPHER
(as to Charles Cameron Waller and Nell Waller)

/s/ JOHN W. SAUSE, JR. (SEAL)
John W. Sauce, Jr.

/s/ CHARLES C. WALLER (SEAL)
Charles Cameron Waller

/s/ NELL WALLER (SEAL)
Nell Waller

Hartford Accident and Indemnity Company
By: HOWARD WOOD, 3rd
Attorney in Fact

Corporate Seal.

Attest to corporate seal:

LUCILLE HOUTS

And at the foot of the aforegoing Bond is the following endorsement, to wit:
Security approved & Bond filed April 4, 1957.

T. Sorden Pippin, Clerk

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

I hereby certify that the aforegoing Bond is truly taken and copied from Liber T.S.P. No. 1, folio 203, 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 May, in the year nineteen hundred and fifty-seven.

Place of SEAL.

T. SORDEN PIPPIN
Clerk

MANDATE

Filed April 17, 1957

MANDATE

COURT OF APPEALS OF MARYLAND

No. 151, OCTOBER TERM, 1956

William A. Hardy, Jr.	)	Appeal from the Circuit Court for Queen Anne's County.
	)	Filed: November 2, 1956
vs.	)	Nov. 9, 1956: Petition and order filed adding James E. Thompson, Jr. as an appellee in this appeal.
James Edmund Golt Leager and James E. Thompson, Jr., trustee	)	April 1, 1957: Cause remanded, without affirming or reversing the order appealed from, for further proceedings not inconsistent with this opinion, the costs of this appeal to be paid out of the proceeds of sale subject to the will of Katherine P. Leager. Opinion filed. Op. Brune, C. J.

Appellant's Cost in the Court of Appeals of Maryland,

Clerk's Cost	$ 20.00	
Brief.	$ 148.35	
Appearance Fee . . .	$ 10.00	
		$ 178.35

Appellee's Cost in the Court of Appeals of Maryland,

Brief	$ 99.16	
Appearance Fee. . . .	$ 10.00	
		109.16

STATE OF MARYLAND, Sct:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this sixteenth day of April A.D. 1957.

Place of SEAL.

MAURICE OGLE, CLERK
Clerk
of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

Filed April 17, 1957

IN THE COURT OF APPEALS OF MARYLAND

No. 151

October Term, 1956

William A. Hardy, Jr.,

v.

James E. G. Leager
and
James E. Thompson, Jr., Trustee

Brune, C. J.,
Collins,
Henderson,
Hammond,
Prescott,
JJ.

Opinion by Brune, C. J.

Filed: April 1, 1957

The purchaser of one of four tracts of land sold pursuant to a decree of the Circuit Court for Queen Anne's County appeals from an order of that Court overruling his exceptions to the sale and ratifying and confirming the sale. The appellees are the original complainant, upon whose bill the sale was decreed, and the trustee appointed to make the sale. (There is a similar appeal pending involving another tract sold pursuant to the same decree, Sause v. Leager, No. 182, October Term, 1956. Argument of that case has been deferred pending the decision of this.)

Under the will of their grandfather and upon the death of their mother in 1942, James E. G. Leager, the complainant, and his late sister, Katherine Leager, became the owners, in equal shares, in fee simple, of the four tracts here involved. In 1943, Katherine P. Leager died leaving a will (1) devising and bequeathing all of her property to her brother, James E. G. Leager, for life, and (2) after his death,

making sundry pecuniary bequests and devising and bequeathing the residue of her property (a) to her brother's children living at the time of his death, in equal shares, or (b) if he should die leaving no "heirs" surviving him, then, in equal shares, to the children of four named first cousins who might be living at the time of the brother's death. At the time of filing his bill for the sale of the real estate, James E. G. Leager was thus the owner in fee of a one-half undivided interest therein and of a life estate in the other half.

The respondents named in the bill are the only child of the complainant, an infent, the children - all infants - of three of the named first cousins, the fourth of those cousins, who had no child (and whose interest is not clear), two churches and three individuals who were pecuniary legatees and the widow and son of a pecuniary legatee who had predeceased the testatrix. It is stipulated that: all parties interested in the real estate who were in being at the date of the decree for sale were parties to the cause and were duly summoned; that all of the infant respondents answered the bill in usual form through guardians ad litem, duly appointed; that none of the adult or corporate respondents answered the bill; and that a decree pro confesso was duly passed as to each of the adult and corporate respondents.

The bill briefly described each of the three farms and the wood lot involved in the case, gave title references, and referred to the wills of the complainant's grandfather and of his sister, copies of which were filed as exhibits and the pertinent parts of which have been set forth above, stated the complainant's interest in the four tracts and identified the individual respondents (other than the pecuniary legatees.) By paragraph 7, it alleged: "That the said real estate is of such nature that it will not admit of being divided among the parties entitled thereto, as aforesaid, without loss or injury to said parties, and that in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests." This paragraph states the only grounds alleged for making the sale. The prayers were for: (a) a decree "for partition by the sale of said real estate;" (b) for the appointment of a trustee "to carry out said sale and partition;" (c) for the appointment of a trustee "to administer the proceeds derived from the undivided one-half interest passing under the will of Katherine Philamonea Leager, deceased, according to the terms" thereof; and (d) for other and further relief.

The bill is evidently framed with Section 170 of Article 16 of the Code (1951) in view, and the ground alleged for the relief sought is stated virtually in the words of that Section. The decree of sale directs that "the real estate described * * * be sold for the purpose of partition." The purchaser's exceptions to the sale are based upon the grouns (1) that the sale does not comply with Section 264 of Article 16 of the Code (1951), providing for sale for reinvestment, so as to bind possible after-born remaindermen and (2) that under Section 170 the Court did not have jurisdiction to order a sale which would bind possible afterborn remaindermen.

In an opinion incorporated in the order overruling the purchaser's exceptions, the trial court took the view "that the right of partition is paramount to the interests of unborn persons interested in the real estate" and that in the instant case it was unnecessary to comply with the provisions of *** Section 264***" The court also stated that: "This court did find, however, *** that the proposed sales would be advantageous to all parties interested in said real estate whether in being or not, prior to and as a prerequisite of its decree for sale of said real estate; and the court is still of the same opinion." The basis for this finding were: first, that the evidence showed that some buildings on each of the improved parcels were in only fair and some were in poor condition, and that there was little or no marketable timber on the woodlot; and second, that so long as an undivided half-interest in the improved properties continued to be owned "under *** the will of Katherine P. Leager, it would be impractical or impossible to replace buildings as necessary without applying to the court to encumber the property."

The right of a co-tenant to a partition in kind of real estate, if feasible, existed and continues to exist, independent of any statute. Section 170 of Article 16 of the Code is derived in part from Section 12 of Chapter 72 of the Acts of 1785, in part (and for present purposes more importantly) from Chapter 311 of the Acts of 1831, and in part from other statutes. The statute did not impair the previously existing right of partition, but added another means of attaining separate enjoyment - that is, by sale "where the interest of all the parties requires that mode of partition." Campbell v. Lowe, 9 Md. 500; Johnson v. Hoover, 75 Md. 486, 23 A. 903; Miller, Equity Procedure, Secs. 393-397, 428. Prior to the adoption of a statute conferring such power, a court of equity could not order a sale and distribute the proceeds, and it was to remedy this situation that the statute was passed. Dugan v. Baltimore, 70 Md. 1, 6, 16 A. 501; Roche v. Waters, 72 Md. 264, 271, 19 A. 534; Miller, op. cit., Sec. 397.

There is no challenge to the right of the complainant as the owner of an undivided one-half interest in fee in these four tracts to such a partition by sale under Section 170 of Article 16. (See Tolson v. Bryan, 130 Md. 338, 100 A. 366, where the complainant had a similar ownership, but had no interest in the other undivided one-half, and Billingslea v. Baldwin, 23 Md. 85, where holders of a reversionary interest were held entitled to a partition by sale of the reversion on a bill brought during the existence of a life estate in the property owned by another person.) The complainant's right to a partition may be conceded to exist, notwithstanding the interest of possible unborn remaindermen, and to that extent, to be "paramount" to their rights. The rights of all persons who are parties to the proceeding, including those who are represented, may be transferred by a sale, and the interests of the possible unborn remaindermen in the proceeds of sale may be protected under the prayer of the bill and the decree in conformity therewith providing for the appointment of a trustee to hold one-half of the proceeds for the benefit of the persons entitled thereto, under the will of the complainant's sister, Katherine Leager. That, however, only leads us to the question whether or not the interests of possible unborn remaindermen are bound by the decree of sale.

Prior to the passage of Chapter 156 of the Acts of 1862, which was some-

what amended by Chapter 273 of the Acts of 1868 and as so amended constitutes Section 264 of Article 16 of the Code (1951), "courts of equity in this State had no jurisdiction to give to a decree the effect of binding the interests of parties not then in being, there being no such authority under the general powers of chancery courts nor by statute." Miller, Equity Procedure, Section 411; Downin v. Sprecher, 35 Md. 474; Shreve v. Shreve, 43 Md. 382; Long v. Long, 62 Md. 33. The appellees have presented an able argument in support of their contention that the unborn remaindermen are represented by others who are parties to the suit and consequently that their interests would be bound by the sale. We are not in agreement with this contention, and think that under Downin v. Sprecher and Long v. Long, supra, Section 170 alone would not sustain the jurisdiction of the Circuit Court to bind the interest of the unborn possible remaindermen. See also the Shreve Case, which involved an election to take property sought to be partitioned at a valuation fixed by commissioners.

In Downin v. Sprecher, supra, there were devises of one-sixth undivided interests to five daughters of the testator (one of which was subject to a charge) and a devise of the remaining one-sixth interest to another daughter, Mrs. Downin, with a remainder in fee, in equal shares, to her sons "begotten or to be begotten." A bill for partition was filed against Mrs. Downin and her husband and their then living two minor sons by other devisees under the will. The bill alleged that the lands could not be advantageously partitioned and that it would be for the interest and advantage of the two infants and of all other parties that the lands be sold. The decree directed that the lands be sold and provided for the appointment of a trustee to make the sale and directed him to bring the proceeds of sale into court to be applied under the direction of the court according to the rights of the several parties entitled to receive the same. There was a later auditor's account distributing the proceeds, but it was never ratified and the opinion does not make clear the ultimate disposition of the proceeds. The life tenant had three other sons born after the decree for sale. She died in 1869 and her five sons then living brought a suit in ejectment for an undivided one-sixth interest in the lands sold in the partition proceedings. The two sons who, as infants, had been parties to the partition suit were held to be barred, but a judgment against the three after-born sons was reversed. The defendant urged strenuously that they should be bound under the doctrine of representation, but as to this Judge Miller said (at p. 482): "In our opinion it would be an unwarranted extension of the rule of representation to apply it to this case in order to affect the rights of parties not in being, and not parties to this bill. Such application is justified by no express adjudication, nor by the reasons upon which the doctrine was originally established."

The discussion of vested interests in Downin v. Sprecher, supra, and of contingent interests in Long v. Long, supra, does not, we think, indicate that the doctrine of representation is applicable to the one and not to the other. In Downin v. Sprecher, supra, at p. 483 of 35 Md., the Court succinctly stated: "Apart from legislative authority, which was not then given, and the rule of representation, which we have decided, does not apply, this decree had no operation or effect upon the title of these after-born sons." At page 484, the Court reiterated this thought, saying in its conclusion: "Our opinion has proceeded entirely upon the ground that there was no jurisdiction or authority in the court to impart to its decree the effect of binding the rights and interests of the after-born sons. The purchaser bought, subject to the contingency of such sons coming in ease, and having his purchase cut down to the extent of their interests, but he took the interests of the adults, and the interests of the infants parties to the bill, liable to be thus diminished."

In Ball v. Safe Deposit & Trust Co., 92 Md. 503, 48 A.155, this Court said (at p. 506 of 92 Md.) that Long v. Long, supra, "distinctly held that prior to the Act of 1868, ch. 273, a Court of equity had no power to decree a sale of real estate to bind the interest of unborn contingent remaindermen."

Section 264 of Article 16 is designed to meet just the type of situation in which Section 170 fell short, as in Downin v. Sprecher, supra, and the "benefit of the law embraces almost every conceivable estate in which unborn children may be interested." Miller, Equity Procedure, Sec. 411, and cases there cited. As said in Ball v. Safe Deposit & Trust Co., supra (92 Md., at 507-8): "The jurisdiction of a Court of equity to decree a sale of land under this Act rests upon the concurrence of two conditions precedent, and they are that all parties in interest and in being, who would be entitled, if the contingency had happened at the date of the decree must be parties to the proceedings and the sale must be made to appear to be advantageous to the parties concerned. If these conditions, as contemplated by the Act, are not complied with, at the date of the decree, the Court will be without jurisdiction to decree a sale. The language of the Act is, 'and all such decrees if all the persons are parties who would be entitled if the contingency had happened at the date of the decree, shall bind all persons whether in being or not, who claim any interest in said land under any of the parties to the decree.'"

The Ball Case is also authority for the purchaser raising by exceptions to the sale such objections as are here presented.

We note at this point that the proof required to warrant a sale under Sec. 170 of Article 16 differs from that required under Sec. 264. Under Sec. 170, it must be shown that the lands "cannot be divided without loss or injury to the parties interested." Under Sec. 264 a court of equity may decree a sale "if it shall appear to be advantageous to the parties concerned." A principal purpose of Sec. 264 is a sale for reinvestment, and its use seems quite appropriate as to the undivided half interest passing under the will of Katherine P. Leager. Because of the difference in language between the two statutes, a finding that a sale would be advantageous to all parties interested in the real estate is not a prerequisite to a decree for sale under Sec. 170, though it clearly is under Sec. 264.

Although there should be both an allegation and proof of benefit to all parties concerned, including those not yet in being, in a proceeding for sale under Sec. 264, sales are upheld where there is either an allegation of benefit, as in Scarlett v. Robinson, 112 Md. 202, 76 A. 181, or proof thereof, as in Beggs v. Erb, 138 Md. 345, 113 A. 881. The difficulty which the appellant urges in the present case is that there is neither an allegation of benefit to all parties concerned nor any

sufficient proof thereof. He is clearly correct in pointing out that there is no allegation of benefit in the bill. The Chancellor found proof of benefit in the fact that some of the building were in either only fair condition or in poor condition, and that there was little marketable timber on the woodlot. From this he evidently inferred that replacements would be necessary and he took judicial notice of the fact that it would be necessary to apply to the court for authority to encumber the interest passing under the will of Katherine P. Leager to provide funds needed for such purposes. Despite some doubt, we think that this falls short of the proof necessary to make a sale of these properties "appear to be advantageous to the parties concerned."

Though we are of the opinion that the order overruling the purchaser's exceptions should not be sustained, we note his request that in such event the case be remanded to permit an amendment of the bill and the production of evidence of advantage to all parties concerned so as to bring the case clearly within the purview of Section 264 of Article 16 of the Code, while preserving the rights of all the reported purchasers; and we are informed that a similar situation exists with regard to the purchaser and his assignees in No. 182. On the appeal in the instant case (No. 151) which is the only one now before us, we shall remand the case without affirming or reversing the order appealed from to the end that further proceedings may be had as above indicated.

CAUSE REMANDED, WITHOUT AFFIRMING OR REVERSING THE ORDER APPEALED FROM, FOR FURTHER PROCEEDINGS NOT INCONSISTENT WITH THIS OPINION. THE COSTS OF THIS APPEAL TO BE PAID OUT OF THE PROCEEDS OF SALE SUBJECT TO THE WILL OF KATHERINE P. LEAGER.

MANDATE FROM COURT OF APPEALS

Filed April 17, 1957

MANDATE

COURT OF APPEALS OF MARYLAND

No. 182, OCTOBER TERM, 1956

John W. Sause, Jr., et al. vs. James Edmund Golt Leager	Appeal from the Circuit Court for Queen Anne's County. Filed: December 31, 1956 April 12, 1957: Petition filed requesting the Court to pass an order entering the same opinion in this appeal as heretofore filed in No. 151, of this Term. April 12, 1957: Ordered by the Court that the opinion heretofore rendered in No. 151, October Term, 1956, be and the same is hereby entered in this cause as the final opinion and order of this Court.

Appellant's Cost in the Court of Appeals of Maryland,

Clerk's Cost . . . . . $ 20.00
Brief . . . . . $
Appearance Fee . . . . . $

$20.00

Appellee's Cost in the Court of Appeals of Maryland,

Brief . . . . . $
Appearance Fee . . . . . $ $ 20.00

STATE OF MARYLAND, Sct:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this sixteenth day of April A.D. 1957.

MAURICE OGLE, CLERK
Clerk
of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

Filed April 17, 1957

MOTION TO AMEND

Filed April 20, 1957

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JAMES EDMUND GOLT LEAGER, JR., et al	*	QUEEN ANNE'S COUNTY
	*	In Equity No. 4040

* * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

In accordance with the Opinion and Mandate of the Court of Appeals filed in the case of William A. Hardy, Jr. vs. James E. G. Leager and James E. Thompson, Jr., Trustee, No. 151, October Term, 1956, and in accordance with the Mandate of the Court of Appeals filed in the case of John W. Sause, Jr., et al, vs. James Edmund Golt Leager, No. 182, October Term, 1956, James Edmund Golt Leager by James E. Thompson, Jr., his attorney, moves the Court to grant him leave to amend his Bill of Complaint by interlineation to add two new allegations to follow immediately after Paragraph No. 7 as follows:

"8. That all parties in being who have any interest in said real estate are parties to this proceeding.

"9. That it will be advantageous to all parties, including those not in esse, to sell the entire real estate."

Respectfully submitted,

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Centreville, Maryland
Phone: Centreville 796
Solicitor for Complainant

Filed April 20, 1957

ORDER

Filed April 20, 1957

ORDER

Leave to amend by interlineation as prayed for granted this 19th day of April, 1957, by the Circuit Court for Queen Anne's County, in equity.

WM. R. HORNEY
Judge

Filed April 20, 1957

CERTIFICATE OF SERVICE
OF AMENDED BILL OF COMPLAINT

Filed April 20, 1957

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JAMES EDMUND GOLT LEAGER, JR., et al	*	QUEEN ANNE'S COUNTY
	*	In Equity No. 4040

********** **********

CERTIFICATE OF SERVICE OF AMENDED BILL OF COMPLAINT

I HEREBY CERTIFY that I served a copy of the Motion to Amend Complainant's Bill of Complaint by interlineation and the Order granting said Motion upon John Eddy Bailey, Church Hill, Maryland, Mother of Sorrows Roman Catholic Church, a religious corporation, Centreville, Maryland, St. Joseph's Church, Chapel District, Talbot County, a religious corporation, Cordova,Maryland, Hannah Skinner, Ridgeley, Maryland, John S. Skinner, Wye Mills, Maryland, Katherine Skinner, Chester, Maryland, and Mary Skinner, Chester, Maryland, by mailing a copy of the same to them and each of them this 20th day of April, 1957, by certified mail, return receipt requested, and,

I FURTHER CERTIFY that I served a copy of the aforesaid Motion and Order upon Edward Turner, guardian ad litem for James Edmund Golt Leager, Jr., infant, Pauline B. Roe, infant, Martha J. Bailey, infant, infant, John B. Bailey, infant, Georgianna B. Schmidt, infant, Robert L. Schmidt, infant, and Martha L. Schmidt, infant, by leaving a copy of the same at his law office, Lawyers Row, Centreville, Maryland, this 20th day of April, 1957.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Centreville, Maryland
Phone: Centreville 796
Solicitor for Complainant

Filed April 20, 1957

AGREEMENT

Filed May 1, 1957

AGREEMENT between James E. Thompson, Jr., Trustee in Chancery Cause No. 4040 in the Circuit Court for Queen Anne's County, as Seller, and William A. Hardy, Jr., as Buyer:

WITNESSETH, that in consideration of the mutual benefits hereby derived and subject to the approval of the Court, it is agreed that:

1. Buyer shall have full and immediate possession of the "Littig Farm";

2. Taxes, insurance premiums and interest on the unpaid portion of the purchase price, being the sum of Twenty-Two Thousand Dollars ($22,000.00), at the rate of 5% per annum, from October 5, 1956 to the date of approval of this Agreement by the Court, shall be borne equally by the parties, one-half each. From and after the date of approval of this Agreement by the Court, the Buyer shall pay all taxes, insurance premiums and interest on said balance of the purchase price, at 5% per annum, until he has paid the same to the Seller.

3. Should the sale of the "Littig Farm" to the buyer not be ratified by the Court for any reason, then the Buyer shall restore possession to the Seller of the farm and premises in their present condition, ordinary wear and tear and damage and destruction by the elements excepted, reserving however his crops and the right to enter and cultivate and harvest them during 1957; and in the same event the Seller shall refund to the Buyer the principal paid on account or in full of the purchase price.

WITNESS the hands and seals of the parties:

TEST:

BEVERLY C. LARRIMORE — JAMES E. THOMPSON JR. Trustee (SEAL)
(James E. Thompson, Jr.)
SELLER

LUCILLE HOUTS — HOWARD WOOD (SEAL)
(Howard Wood)
Attorney for William A. Hardy, Jr.
BUYER

APPROVED, this 1st day of May, 1957, by the Circuit Court for Queen Anne's County, in Equity.

WM. R. HORNEY
JUDGE

Filed May 1, 1957

ANSWER

Filed May 9, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMNUD GOLT LEAGER, JR., et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	Equity No. 4040

******** ********

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, infants, by Edward Turner, their Guardian Ad Litem, to the Bill of Complaint exhibited against them in the above entitled cause, says:

That the Defendants, James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John B. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, being infants, neither admit nor deny the allegations set forth in said Bill of Complaint; but submit their rights to the protection of this Honorable Court.

EDWARD TURNER
Guardian Ad Litem

STATE OF MARYLAND
TO WIT:
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 9th day of May, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edward Turner, the above-named Guardian Ad Litem for James Edmund Golt Leager, Jr., Pauline B. Roe, Martha J. Bailey, John E. Bailey, Georgianna B. Schmidt, Robert L. Schmidt, and Martha L. Schmidt, infants, and made oath, in due form of law, that the matters and things stated in the aforegoing ANSWER are true, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

I HEREBY CERTIFY that a copy of the aforegoing Answer was served on James E. Thompson, Jr., Solicitor for Petitioner, by leaving a copy thereof at his office in Centreville, Maryland on the 9th day of May, 1957.

EDWARD TURNER
Edward Turner

Filed May 9, 1957

PETITION

Filed May 10, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR., et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	Equity No. 4040

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of James Edmund Golt Leager, Complainant, by James E. Thompson, Jr., his attorney, unto your Honors, respectfully represents:

1. That Subpoenas issued in this cause have been duly served upon John Eddy Bailey, adult, Mother of Sorrows Roman Catholic Church, a Religious Corporation, Saint Joseph's Church, Chapel District, Talbot County, a Religious Corporation, Hannah Skinner, adult, John Selby Skinner, adult, Katherine Skinner, adult, and Mary Skinner, adult, as will appear by reference to the Sheriff's returns endorsed thereon, and that the Amended Bill of Complaint has been duly served upon the aforesaid Defendants, as will appear by reference to the Certification heretofore filed in these proceedings and by further reference to the Receipts for Certified Mail and the Return Receipts which are attached hereto.

2. That the Defendants to this cause, above named, have so far failed to appear and answer the Amended Bill of Complaint in these proceedings, although the time provided by law for their appearance and answer has expired.

3. That your Petitioner is advised that he is entitled to have his Amended Bill of Complaint taken Pro Confesso against said above named Defendants.

WHEREFORE YOUR PETITIONER PRAYS:

1. That your Honors pass an Order directing that the Decree Pro Confesso previously filed in these proceedings be refiled.

2. That the Amended Bill of Complaint be taken Pro Confesso against the said John Eddy Bailey, Mother of Sorrows Roman Catholic Church, Saint Joseph's Church, Hannah Skinner, John Selby Skinner, Katherine Skinner, and Mary Skinner.

3. That leave be granted to your Petitioner to refile the testimony heretofore taken in this cause.

4. That leave be granted your Complainant to take such additional testimony as is necessary to support the additional allegations contained in the Bill of Complaint as amended.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Solicitor for Petitioner

Filed May 10, 1957

DECREE

Filed May 10, 1957

DECREE PRO CONFESSO

The proceedings heretofore had in this cause having been read and considered, IT IS THEREUPON this 10th day of May, 1957, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the Decree Pro Confesso heretofore entered in these proceedings be refiled; it is further ADJUDGED, ORDERED AND DECREED that the Amended Bill of Complaint heretofore filed in these proceedings be and the same is hereby taken Pro Confesso against the Defendants, John Eddy Bailey, Mother of Sorrows Roman Catholic Church, Saint Joseph's Church, Hannah Skinner, John Selby Skinner, Katherine Skinner, and Mary Skinner; it is further ADJUDGED, ORDERED AND DECREED that leave is hereby given to refile the testimony heretofore taken in this cause, but because it does not certainly appear to what relief the Complainant is entitled under the Amended Bill of Complaint,

it is further ADJUDGED, ORDERED AND DECREED by this Court that leave be and the same is hereby given unto the Complainant to take such additional testimony before one of the standing Examiners of this Court as is necessary to support the allegations of the Amended Bill of Complaint.

WM. R. HORNEY
Judge

Filed May 10, 1957

Attached to the aforegoing Petition are receipts for certified mail and return receipts for John Eddy Bailey, Mother of Sorrows, St. Joseph's Church, Hannah Skinner, John S. Skinner, Katherine Skinner, Mary Skinner.

DECREE PRO CONFESSO

Refiled May 10, 1957

For Decree Pro Confesso, see Decree Pro Confesso filed June 23, 1956.

TESTIMONY

Refiled May 10, 1957

For Testimony, see Testimony filed July 5, 1956.

AGREEMENT

Filed May 25, 1957

AGREEMENT between James E. Thompson, Jr., Trustee in Chancery Cause No. 4040 in the Circuit Court for Queen Anne's County, as Seller, and Michael Revyuk, as Buyer:

WITNESSETH, that in consideration of the mutural benefits hereby derived and subject to the approval of the Court, it is agreed that:

1. Buyer shall have full and immediate possession of the "Connelly Farm" and the "Philip H. Golt Home Farm";

2. Taxes, insurance premiums and interest on the unpaid portion of the purchase price, being the sum of Thirty-Nine Thousand Dollars ($39,000.00), at the rate of 5% per annum, from October 5th, 1956, to May 23rd, 1957, shall be born equally by the parties, one-half each. From and after May 5th, 1957, the buyer shall pay all taxes, insurance premiums and interest on said balance of the purchase price, at 5% per annum, until final ratification of said sale by the Court and payment of the purchase price in full.

3. Should the sale of the "Connelly Farm" and the "Philip H. Golt Home Farm" to the Buyer not be ratified by the Court for any reason, then the Buyer shall restore possession to the Seller of the farm and premises in the present condition, ordinary wear and tear and damage and destruction by the elements excepted, reserving however his crops and the right to enter and cultivate and harvest them during 1957; and in the same event the Seller shall refund to the Buyer the principal paid on account or in full of the purchase price.

WITNESS the hands and seals of the parties:

TEST:

BEVERLY C. LARRIMORE — James E. Thompson, Jr. Trustee (SEAL)
James E. Thompson, Jr.
SELLER

WM. DUNBAR GOULD — MICHAEL REVYUK (SEAL)
Michael Revyuk
BUYER

APPROVED, this 23rd day of May, 1957, by the Circuit Court for Queen Anne's County, in Equity.

WM. R. HORNEY

Filed May 25, 1957

TESTIMONY

Filed May 31, 1957

JAMES EDMUND GOLT LEAGER Wye Mills, Maryland vs. JAMES EDMUND GOLT LEAGER, JR., Infant, Centreville, Maryland PAULINE B. ROE, Infant, Wye Mills, Maryland; MARTHA J. BAILEY, Infant JOHN B. BAILEY, Infant Both of 7417 Old Hartford Road Baltimore, Maryland GEORGIANNA B. SCHMIDT, Infant ROBERT L. SCHMIDT, Infant MARTHA L. SCHMIDT, Infant All of 2207 Pelham Avenue Baltimore, Maryland; JOHN EDDY BAILEY Church Hill, Maryland MOTHER OF SORROWS ROMAN CATHOLIC CHURCH, a religious corporation, Centreville, Maryland ST. JOSEPH'S CHURCH, Chapel District, Talbot County, a religious Corporation HANNAH SKINNER Ridgley, Maryland JOHN CONNELY SKINNER, Wye Mills, Maryland; KATHERINE SKINNER Chester, Maryland; MARY SKINNER, Chester, Maryland;	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 4040

* * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Solicitor for the Plaintiff, James E. Thompson, Jr., having notified the subscriber, one of the regular Examiners for this Honorable Court, of his desire to take testimony in this case, your Examiner did attend on the 28th day of May, 1957, in the Law Office of James E. Thompson, Jr., in the town of Centreville, Queen Anne's County, Maryland, at the hour of 7:30 o'clock p.m., there being present James Edmund Golt Leager, William Francis Callahan, C. Frank Boyle, and Leonard Archibald Renshaw, witnesses; Edward Turner, Guardian Ad Litem for the Infant Defendants; Beverly C. Larrimore, Stenographer; and James E. Thompson, Jr. Thereupon, after the Stenographer was sworn, the following testimony was taken:

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.

C. Frank Boyle, the first witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON: You will recall that you testified in this case several months ago. The purpose of this meeting today is that following a Court of Appeals decision in this case, it is now necessary to obtain certain additional testimony.

BY THE EXAMINER:

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

A: C. Frank Boyle, 46, Queen Anne, Farmer.

Q: Do you know of any prior litagation between the parties to this cause?

A: No, none.

BY MR. THOMPSON:

Q: Your prior testimony has been refiled in this case. Do you know of any part of that testimony which you at this time would like to change?

A: No sir, I do not.

Q: Do you feel that it is advantageous to all parties in interest in this suit, both those presently in being as well as those not in being, to sell instant property; that is, to sell the entire real estate consisting of the three farms and the wood lot?

A: I would say that in my opinion it would be advantageous.

Q: Why do you feel that the sale would be advantageous?

A: To begin with, if one of the parties wants the property divided, the only way it can be done without damaging anyone is to sell the property and divide the money. The properties in my opinion have been decreasing and the improvements have been decreasing on these properties and, if that continued over a period of years, the properties would be worth less. The land too could very well depreciate in value through lack of tillage and property management with the divided interest, which is a natural inclination with divided interest. There is no one entirely interested in keeping the buildings, fences, what have you, keeping them repaired and, when they depreciate, the value of the property as a whole is depreciated.

EXAMINER'S SPECIAL:

A: No.

C. FRANK BOYLE
C. Frank Boyle

William Francis Callahan, the second witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON: You will recall that you testified in this case several months ago. The purpose of this meeting today is that following a Court of Appeals decision in this case, it is now necessary to obtain certain additional testimony.

BY THE EXAMINER:

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

A: William Francis Callahan, 39, Queen Anne, Maryland, Farmer.

Q: Do you know of any prior litagation between the parties to this cause?

A: No.

BY MR. THOMPSON:

Q: Your prior testimony has been refiled in this case. Do you know of any part of that testimony which you at this time would like to change?

A: No.

Q: Do you feel that it is advantageous to all parties in interest in this suit, both those presently in being as well as those not in being, to sell instant property; that is, to sell the entire real estate consisting of the three farms and the wood lot?

A: I would say it would be alright to sell it. Yes, I think so.

Q: Why do you feel that the sale would be advantageous?

A: I have heard Mr. Boyle's testimony and I feel that his reasoning is essentially the same as mine. There is nothing that I can add to what he has said. I also think it would be just to all parties concerned.

EXAMINER'S SPECIAL:

A: No.

WILLIAM FRANCIS CALLAHAN
William Francis Callahan

Leonard Archibald Renshaw, the third witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON: You will recall that you testified in this case several months ago. The purpose of this meeting today is that following a Court of Appeals decision in this case, it is now necessary to obtain certain additional testimony.

BY THE EXAMINER:

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

A: Leonard A. Renshaw, 62, Centreville, Maryland, County Tax Assessor.

Q: Do you know of any prior litagation between the parties to this cause?

A: No.

BY MR. THOMPSON:

Q: Your prior testimony has been refiled in this case. Do you know of any part of that testimony which you at this time would like to change?

A: No.

Q: Do you feel that it is advantageous to all parties in interest in this suit, both those presently in being as well as those not in being, to sell instant property; that is, to sell the entire real estate consisting of the three farms and the wood lot?

A: Yes.

Q: Why do you feel that the sale would be advantageous?

A: The farms are of such a nature that they can not be divided equally and, consequently, if one of the parties wants to divide the farms or get his share out of the farms, the only way he can do it so as to be fair to everybody is to have the farms sold and divide the money. For some time the farms have been running down. Each year they are becoming less valuable. If this trend continues, the farms will be worth a great deal less as each year goes by and it seems to me the quicker they are sold the more advantageous it will be.

EXAMINER'S SPECIAL:

A: No., I don't.

LEONARD ARCHIBALD RENSHAW
Leonard Archibald Renshaw

James Edmund Golt Leager, the fourth witness, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON: You will recall that you testified in this case several months ago. The purpose of this meeting today is that following a Court of Appeals decision in this case, it is now necessary to obtain additional testimony.

BY THE EXAMINER:

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

A: James Edmund Golt Leager, 43, Centreville, Maryland, Farmer.

Q: Do you know of any prior litagation between the parties to this cause?

A: No.

BY MR. THOMPSON:

Q: Your prior testimony has been refiled in this case. Do you know of any part of that testimony which you at this time would like to change?

A: No.

Q: The following, besides yourself, are parties to this suit: James Edmund Golt Leager, Jr., Infant; Pauline B. Roe, Infant; Martha J. Bailey, Infant; John B. Bailey, Infant; Georgianna B. Schmidt, Infant; Robert L. Schmidt, Infant; Martha L. Schmidt, Infant; John Eddy Bailey; Mother of Sorrows Roman Catholic Church, a religious corporation; St. Joseph's Church, Chapel District, Talbot County, a religious corporation; Hannah Skinner; John Connely Skinner; Katherine Skinner; Mary Skinner. Are they all of the parties who have any interest in the property which is the subject of this Partition Proceeding?

A: Yes.

Q: Do you feel that it is advantageous to all parties in interest in this suit, both those presently in being as well as those not in being, to sell instant property; that is, to sell the entire real estate consisting of the three farms and the wood lot?

A: I do.

Q: Why do you feel that the sale would be advantageous?

A: I no longer desire to continue farming because I feel that if I could get my share of the money out of these farms, it will be more advantageous to me and, for that matter, to all parties concerned, if the funds are invested in something else and, since I want my share of the farms set aside to me, the only fair way to do it so no one gets hurt is to sell the farms and divide the money. In addition to that, since I am not interested in farming, there is no one to manage and maintain the farms and, under these circumstances, the farms will become worth considerably less all the time, so the sooner they are sold the better it will be for all persons.

EXAMINER'S SPECIAL

A: No.

JAMES EDMUND GOLT LEAGER
James Edmund Golt Leager

There being no further witnesses to be examined, the Examiner herewith makes his return to the despositions of the respective witnesses and the costs chargeable to the parties, as follows, to wit:

Examiner's Fee.....$ 10.00

Stenographer's Fee..... 10.00

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.

AMENDED DECREE

Filed June 10, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR., et al	*	FOR
	*	QUEEN ANNE'S COUNTY
		Equity No. 4040

****

AMENDED DECREE

WHEREAS, this cause stands ready for hearing and being submitted for final decree, the Bill of Complaint, Amended Bill of Complaint, Exhibits, Testimony and all other proceedings having been read and duly considered, and

WHEREAS, upon a prior Decree For Sale filed in this cause on the 24th day of July, 1956, James E. Thompson, Jr. was appointed Trustee to make sale of certain real estate, and

WHEREAS, said James E. Thompson, Jr. filed a bond in the penalty of $100,000.00 corporate surety, and

WHEREAS, after having given three weeks previous notice by advertisement printed and published in a paper in Queen Anne's County, the said James E. Thompson, Jr. did sell at public sale the real estate which is the subject of this proceeding, as follows:

The Littig Farm to William A. Hardy at and for the sum of $37,000.00.

The Connelly Farm and the Philip H. Golt Home Farm to Michael Revyuck at and for the sum of $58,500.00.

The Philip H. Golt Woodland to John W. Sause at and for the sum of $500.00; upon the Petition and Order John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, were substituted as purchasers of the Philip H. Golt Woodland, and

WHEREAS, following the filing of exceptions to the final ratification of sale of the Littig Farm and the Philip H. Golt Woodland, the overruling thereof and appeal thereon, the Court of Appeals of Maryland remanded each of said cases for further proceedings, preserving the rights of all purchasers, all of which will more fully appear by reference to the proceedings heretofore had in this cause, and

WHEREAS, the further proceedings required by the decision of the Court of Appeals have been had.

It is thereupon this 10th day of June, 1957, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED that the real estate described in the above-entitled proceedings, less that part of said property, totaling 14 acres, which was taken by the Maryland State Roads Commission through condemnation proceedings after institution of these proceedings (See Law 982), be resold to the aforesaid purchasers, at and for the aforesaid purchase price, in accordance with the opinion of the Court of Appeals of Maryland, for the purpose of partition; that as soon as convenient after such sale the said Trustee shall return to this Court a full and particular account of his proceeding in the premises with an affadavit 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 claims of the parties to this cause.

AND the said Trustee shall bring into Court the money arising from the sale of the said lands and premises, to be distributed under the direction of this Court, after deducting the costs of suit, expenses of the Trustee not personal, 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.

WM. R. HORNEY
JUDGE

Filed June 10, 1957

REPORT OF RESALE

Filed June 10, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR, et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	Equity No. 4040

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Resale of the real estate made in this cause by James E. Thompson, Jr., the trustee appointed to make such sale, unto your Honors respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 10th day of June, 1957, your Trustee did make resale of the properties which are

the subject of this proceeding as follows:

The Littig Farm to William A. Hardy at and for the sum of $37,000.00.

The Connelly Farm and the Philip H. Golt Home Farm to Michael Revyuck at and for the sum of $58,500.00.

The Philip H. Golt Woodland to John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, at and for the sum of $500.00.

2. That your Trustee believes that the prices obtained for the above parcels of land, which totals $96,000.00, are the best prices obtainable for said property.

Respectfully submitted,

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Trustee
Centreville, Maryland
Centreville 796

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

I HEREBY CERTIFY that on this 10th day of June, 1957, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson, Jr., Trustee in the aforesaid matter, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County

Filed June 10, 1957

ORDER NISI

Filed June 10, 1957

NISI

James Edmund Golt Leager	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
James Edmund Golt Leager, Jr., et al.	:	IN EQUITY
	:	NO. 4040

ORDERED, this 10th. day of June, 1957, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Trustee, be ratified and confirmed, on or after the 12th. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 20th. day of June 1957, and ending on the 4th. day of July 1957.

The report states the amount of sales to be $96,000.00.

T. SORDEN PIPPIN Clerk

Filed: June 10, 1957

ORDER TO ENTER APPEARANCE

Filed July 11, 1957

JAMES EDMUND GOLT LEAGER — IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Vs. — IN EQUITY

JAMES EDMUND GOLT LEAGER, JR. — NO. 4040

Mr. T. S. Pippin, Clerk

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

You will please enter the appearance of J. Calvin Carney as attorney for John W. Sause Jr., Charles Cameron Waller and Nell Waller, wife, Purchasers

VACHEL A. DOWNES JR.
Attorney for above mentioned purchasers

Filed July 11, 1957

EXCEPTIONS

Filed July 11, 1957

JAMES EDMUND GOLT LEAGER	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
JAMES EDMUND GOLT LEAGER, JR. et al	:	IN EQUITY NO. 4040

EXCEPTIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, substituted purchasers of the Philip H. Golt Woodland, except to the ratification of the sale to them of said property on the following grounds and for the following reasons:

1. Because the Mandate of the Court of Appeals in the case of John W. Sause, Jr., et al vs. James Edmund Golt Leager, et al, No. 182, October Term, 1956, has not been followed as required by said Mandate.

2. Because an amended Bill of Complaint has not been filed as required by said Mandate.

3. Because under Rule 306 (b) the amended Bill of Complaint, if properly prepared and filed, asserted a new and additional claim for relief against the parties in the case based upon Article 16, Section 264, and required service upon the defendants in this case and because no service of a proper amended Bill of Complaint and process was made upon the defendants in this case.

4. Because the testimony in the case does not support a proceeding based upon Article 16, Section 264.

5. Because the purported decree in this case makes a finding based only upon Article 16, Section 170, and makes no finding and does not base its action upon Article 16, Section 264.

6. Because the title to said property is not good and marketable.

These exceptants have paid in full for said property and are merely desirous of getting a good and marketable title but they are fearful because of the failure to comply with the Mandate of the Court of Appeals and the law that said title has not yet been rendered good and marketable and is still defective.

VACHEL A. DOWNES JR.

J. CALVIN CARNEY
J. Calvin Carney
3 E. Lexington Street
Baltimore 2, Maryland
Solicitor for said
Exceptants

Copy of the above exceptions mailed this 10th day of July, 1957 to James E. Thompson, Jr., Solicitor for Plaintiff, Centreville, Maryland.

J. CALVIN CARNEY
J. Calvin Carney,
Solicitor for Exceptants

Filed July 11, 1957

EXCEPTIONS

Filed July 12, 1957

JAMES EDMUND GOLT LEAGER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
JAMES EDMUND GOLT LEAGER, JR. et al	:	IN EQUITY NO. 4040

EXCEPTIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Michael Revyuk, purchaser of the "Connelly Farm" and the "Philip H. Golt Home Farm", excepts to the ratification of the sale to him of said property on the following grounds and for the following reasons:

1. Because the Mandate of the Court of Appeals in the case of John W. Sause, Jr., et al, vs. James Edmund Golt Leager, et al, No. 182, October Term, 1956,

has not been followed as required by said Mandate.

2. Because an amended Bill of Complaint has not been filed as required by said Mandate.

3. Beacuse under Rule 306 (b) the amended Bill of Complaint, if properly prepared and filed, asserted a new and additional claim for relief against the parties in the case based upon Article 16, Section 264, and required service upon the defendants in this case and because no service of a proper amended Bill of Complaint and process was made upon the defendants in this case.

4. Because the testimony in the case does not support a proceeding based upon Article 16, Section 264.

5. Because the purported decree in this case makes a finding based only upon Article 16, Section 170, and makes no finding and does not base its action upon Article 16, Section 264.

6. Because the title to said property is not good and marketable.

This exceptant has made arrangements for payment in full for said property and is merely desirous of getting a good and marketable title but he is fearfuly because of the failure to comply with the Mandate of the Court of Appeals and the law said title has not yet been rendered good and marketable and is still defective.

WM. DUNBAR GOULD
Wm. Dunbar Gould of Gould and Skipp, Court St., Chestertown, Maryland.
Solicitors for said Exceptant

Copy of the above exceptions delivered to James E. Thompson, Jr., Solicitor for Plaintiff, Centreville, Maryland, by leaving a copy of same at his office in Centreville, Maryland, this 12th day of July, 1957.

WM. DUNBAR GOULD
Wm. Dunbar Gould
Solicitor for Exceptant

Filed July 12, 1957

BRIEF

Filed July 19, 1957

JAMES EDMUND GOLT LEAGER	:	IN THE CIRCUIT COURT FOR
	:	
Vs.		QUEEN ANNE'S COUNTY
	:	
JAMES EDMUND GOLT LEAGER, JR. et al	:	IN EQUITY NO. 4040
	:	

BRIEF OF
JOHN W. SAUSE, JR., CHARLES CAMERON WALLER and NELL WALLER, HIS WIFE
EXCEPTANTS TO RATIFICATION OF SALE

In the cases of Hardy V. Leager, 212 Md. 565, and Sause v. Leager, the Court of Appeals held that this Court had no jurisdiction to bind unborn heirs under Article 16, Section 264, because there was no allegation that the sale would be "advantageous to the parties concerned" nor sufficient proof thereof to support the jurisdiction of this Court. The Court of Appeals therefore remanded the cases "to permit an amendment of the Bill of Complaint and the production of evidence of advantage to all parties concerned so as to bring the case clearly within the purview of Section 264 of Article 16 of the Code . . . ." At page 573. We respectfully contend that neither of these things has been done.

I.

In the Hardy and Sause cases, supra, one of the points stressed by the Court of Appeals was that the parties in being were the representatives of those not in being only when the terms of Section 264 were fulfilled. The defendants in being thus had a dual capacity; first, as to their own interests and, secondly, as to the interests of those not in being. Prior to the interlineation of the Bill of Complaint, the Court of Appeals held that the Defendants represented only their own interests. Cf. Downin v. Sprecher, 35 Md. 474.

Apparently under the authority of Rule 320 d. 2 a, a Petition and Order permitting amendment by interlineation was served upon the original defendants herein. Such service completely ignores the whole premise of the Court of Appeals that the new proceedings should bind the defendants in their representative capacity.

By analogy, if the Bill of Complaint were to be amended to bring in a corporate defendant, service upon which would of course be made upon its resident agent, it would obviously be insufficient service upon a new corporate defendant to serve a copy of a proposal to interline the Bill of Complaint upon such resident agent, although he might have been one of the original defendants in his own right to the suit.

Similarly, it is not possible to bind the defendants in the instant case in their representative capacity by the type of service that has been made here. This is especially true where the case is proceeding under a Decree Pro Confesso, and the defendants are in default as to defending their own interests. The rights of the defendants themselves have been foreclosed under the proceedings prior to the Court of Appeals decisions above. It now remains for the rights of the defendants as representatives to be foreclosed. This cannot be done by mere service of an intention to interline the Bill of Complaint.

Furthermore, Section 204 of Article 16, from which Rule 320 d. 2(a) is derived makes it manifestly clear that such amendment may be made only where the plaintiff has obtained leave to amend "after answer or demurrer thereto." That Section deals with cases where an answer has been interposed by the Defendant and has no application where such answer is not present and certainly no application where the Defendant is to be served in another capacity.

Finally, even if service of the defendants under Rule 320 d. 2(a) be deemed sufficient, the service made in this case does not comply with said Rule. That Rule provides:

> . . . if amendment by interlineation is permitted, a written notice of the scope and extent of the amendment, shall be served upon the party to be affected by such amendment or his attorney of record . . . . (Emphasis supplied.)

It will be noted that the Petition to amend by interlineation makes no mention of amending the Prayers for relief. They are still the same as in the original Bill and are certainly as ineffectual to bind unborn heirs under Section 264 now as the Court of Appeals said they were in the Hardy and Sause cases, supra. The Bill of Complaint by its express terms still seeks and has as its end a decree "for partition by the sale of said real estate." Such an allegation not only does not seek to bind the persons not in esse but also is completely incapable of giving "written notice of the scope and extent of the amendment" to the defendants as required by subsection 2(a) of Rule 320 d. Nor does the petition to interline apprise the defendants of the scope and extent of the amendment.

II.

The decree filed subsequent to the purported amendment and taking of additional testimony also makes no finding that the sale appears to be to the advantage of the parties concerned. Such an omission is fatal. As stressed by the Court of Appeals, at page 573:

> If these conditions, as contemplated by the Act, are not complied with, at the date of the decree, the Court will be without jurisdiction to decree sale. The language of the Act is, "and all such decrees if all the persons are parties who would be entitled if the contingency happened at the date of the decree, shall bind all persons whether in being or not, who claim any interest in said land under any of the parties to the decree."

There is no such finding in the present decree. Indeed, it purports to Decree nothing more than a sale for the purpose of partition. Since the Court of Appeals and the statute plainly indicate that the conditions must be complied with at the date of the decree, such a finding of advantage to all parties concerned at the time of the decree is essential--and jurisdictional--to bind the interests of unborn heirs under Section 264.

III.

The testimony taken in the case following the decisions of the Court of Appeals is sketchy and insufficient and no where explains why the sale would be advantageous to all parties concerned. For instance, it is hinted in several places that the value of the land as farms has been depreciating yearly. But, there is no indication as to whether this is the result of a general decline in real estate values in the area or whether the result of something peculiar to this property.

At the same time, the question of whether the properties are depreciating in value as farms cannot certainly be held to be per se advantageous to all concerned.

IV.

For the aforegoing reasons, your Exceptants respectfully request that the Decree Ratifying the Resale be set aside and further proceedings be had in conformity with the decision of the Court of Appeals to the end that the unborn heirs be bound as provided in Section 264.

Respectfully submitted,

J. CALVIN CARNEY
J. Calvin Carney
Solicitor for Exceptants

Filed July 19, 1957

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE

Filed July 19, 1957

NISI

JAMES EDMUND GOLT LEAGER

vs.

JAMES EDMUND GOLT LEAGER, JR.,

et al.

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

No. 4040

ORDERED, this 10th day of June, 1957, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Trustee, be ratified and confirmed, on or after the 12th day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 20th day of June, 1957, and ending on the 4th day of July, 1957.

The report states the amount of sales to be $96,000.00.

T. SORDEN PIPPIN, Clerk

Filed: June 10, 1957
Truce Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 19, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of James Edmund Golt Leager vs. James Edmund Golt Leager, Jr., et al. 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 3 successive weeks before the 12th day of July, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of June 1957, and the last insertion on the 4th day of July, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed July 19, 1957

FINAL ORDER

Filed July 19, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR. et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	In Equity
	*	No. 4040

****

FINAL ORDER OVERRULING EXCEPTIONS AND RATIFYING SALES

The above-entitled case coming on for hearing on exceptions of John W. Sause, Jr., Charles Cameron Waller and Nell Waller, his wife, to the ratification of the sale of the "Philip H. Golt Woodland" to them and the exceptions of Michael Revyuk to the ratification of the sale of the "Connelly Farm" and the "Philip H. Golt Home Farm" to him, counsel for the respective parties having been heard and the matter read and considered, and the Court being of the opinion that the right to the sales has been alleged and proven under Article 16, Section 170 and Article 16, Section 264.

IT is this 19th day of July, 1957, by the Circuit Court for Queen Anne's County, in Equity, in the above-entitled matter ORDERED that said exceptions be and the same are hereby overruled and said sales be and the same are hereby finally ratified and confirmed.

IT is further ORDERED that the proceeding in the above cause mentioned be forthwith referred to the regular auditor of this Court for the purpose of stating an

audit of the proceeds of said sale; that James E. Thompson, Jr., Trustee, be and he is hereby allowed the usual commission allowed by this Court from sale of this real estate and for all expenses, not personal, upon producing said vouchers; and that one-half of the net proceeds of said sale be distributed to James Edmund Golt Leager, Sr., absolutely, and the remaining one-half of the net proceeds of sale shall remain subject to the further order of this Court in the hands of James E. Thompson, Jr., as trustee to hold and invest the said one-half interest so as to enure in like manner as by the will of Katherine P. Leager to the use of the same parties who would be entitled to the interest in the land sold which passed under said will.

WM. R. HORNEY
Judge

Filed July 19, 1957

PETITION

Filed July 19, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR. et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	In Equity No. 4040

****

PETITION FOR ADVANCE OF PROCEEDS OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of James Edmund Golt Leager, Sr. by James E. Thompson, Jr., his attorney, unto your Honor, respectfully represents:

1. That following a Petition filed in this Honorable Court for the partition of certain properties in which your Petitioner owned a one-half interest and had a life estate in the remaining one-half interest, said properties were sold on August 21st, 1956.

2. That subsequently your Petitioner sold all of his farm equipment and livestock and moved from said farm prior to January 1st, 1957, with the expectation that the new owners would take possession on that date.

3. That, as will appear more fully by reference to the proceedings, final settlement has not been made and your Petitioner has not received any of the proceeds.

4. That your Petitioner will be entitled to one-half of the net proceeds of said sale, which will be in excess of $40,000.00.

5. That your Petitioner has become obligated for certain sums of money in order to meet current living expenses for his family and himself, and has also become obligated to make certain payments on a home which he is having built.

WHEREFORE, your Petitioner requests that this Honorable Court pass an order authorizing and directing the Trustee to advance Petitioner the sum of $1,500.00 pending final settlement and audit, which said sum will be deducted from the Petitioner's share of the proceeds.

Respectfully submitted,

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Centreville, Maryland
Phone: Centreville 796
Attorney for Petitioner

JAMES EDMUND GOLT LEAGER, SR.
James Edmund Golt Leager, Sr.

Filed July 19, 1957

ORDER

Filed July 19, 1957

ORDER

The aforegoing having been read and considered, it is this 19th day of July, 1957, by the Circuit Court for Queen Anne's County, ORDERED that the Trustee in referenced proceedings be and he is hereby authorized and directed to advance to James Edmund Golt Leager, Sr. from the proceeds presently in his hands, the sum of $1,500.00, and shall take a receipt therefor pending a final release.

WM. R. HORNEY
Judge

Filed July 19, 1957

FINAL ORDER
OF RATIFICATION

Filed July 23, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR. et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	In Equity
	*	No. 4040

****

FINAL ORDER OF RATIFICATION

IT IS ORDERED this 23rd day of July, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the "Littig Farm" made and reported in this cause by James E. Thompson, Jr., Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been given as required by the preceding Order Nisi.

IT IS FURTHER ORDERED that the proceeding in the above cause mentioned be forthwith referred to the regular auditor of this Court for the purpose of stating an audit of the proceeds of said sale; that James E. Thompson, Jr., Trustee, be and he is hereby allowed the usual commission allowed by this Court from sale of this real estate and for all expenses, not personal, upon producing said vouchers; and that one-half of the net proceeds of said sale be distributed to James Edmund Golt Leager, Sr., absolutely, and the remaining one-half of the net proceeds of sale shall remain subject to the further order of this Court in the hands of James E. Thompson, Jr., Trustee, to hold and invest the said one-half interest so as to enure in like manner as by the will of Katherine P. Leager to the use of the same parties who would be entitled to the interest in the land sold which passed under said will.

WM. R. HORNEY
Judge

Filed July 23, 1957

PETITION

Filed July 24, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE CIRCUIT COURT
vs.	*	FOR
JAMES EDMUND GOLT LEAGER, JR. et al	*	QUEEN ANNE'S COUNTY
	*	In Equity No. 4040

* * * * * * * * * * * * * * *

PETITION FOR COUNSEL FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James E. Thompson, Jr., Trustee, unto your Honors, respectfully represents:

1. That in the early part of 1956, your Petitioner was retained by Mr. James Edmund Golt Leager of Wye Mills, Maryland, to represent him in connection with certain litigation to be instituted on his behalf in this Honorable Court;

2. That the said litigation took the form of a Bill of Complaint for sale in lieu of partition, the subject-matter thereof being certain real estate passing to the said James Edmund Golt Leager and others, under the Wills of his grandfather and sister;

3. That following said sale in lieu of partition, Howard Wood, III, Esq., on behalf of one of the purchasers, filed exceptions to the ratification of said sale.

4. That subsequently this Honorable Court overruled the purchaser's exceptions and passed its Order finally ratifying the sale, from which Order the purchaser filed an appeal to the Court of Appeals of Maryland, which was docketed as No. 151, October Term, 1956.

5. That it hence became necessary to prepare an appellate brief in support of Trustee's position and in defense of the Decree passed by this Honorable Court as aforesaid;

6. That, in the course of preparing the appellate brief, your Petitioner found it necessary to consult at length certain law reports and legal text-books and commentaries not available to him in Centreville, and, accordingly requested Richard W. Whitlock, of the Baltimore City Bar, to assist him as co-counsel in the case, since Richard W. Whitlock had ready access to the law reports, texts and other mater-

ials not available to your Petitioner.

7. That your Petitioner, assisted by Richard W. Whitlock, then proceeded to prepare the appellate brief, in the course of which considerable time was spent, individually and jointly, in finding decisions in point, studying and analyzing the same, studying and analyzing various Statutes, and also in compiling a detailed judicial history of and legislative interpretation of the several Statutes involved in the case. Petitioner and Richard W. Whitlock further held a number of conferences, in Centreville and Baltimore City, revising and editing the manuscript of the brief, and in correcting and editing the printer's galley sheets and page proof of same;

8. The work of your Petitioner and Richard W. Whitlock on the said brief, including study of the cases and Statutes, making of detailed notes and memoranda, drafts and revisions of the brief proper, and related incidental matters, extended over the course of six weeks, and required, in addition to the conferences aforesaid, considerable correspondence.

9. Your Petitioner and Richard W. Whitlock further attended the session of the Court of Appeals of Maryland held on January 2, 1957, at which time detailed oral arguments were made in support of the brief prepared and filed by them as aforesaid;

WHEREFORE, your Petitioner respectfully prays that this Honorable Court may pass its Order awarding and allowing Richard W. Whitlock a suitable counsel fee for his services rendered as above set forth, and your Petitioner respectfully suggests the sum of Six Hundred Dollars.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.,Trustee
Centreville, Maryland
Phone: Centreville 796

Filed July 24, 1957

ORDER

Filed July 24, 1957

ORDER

The aforegoing Petition having been read and considered, IT IS this 24th day of July, 1957, by the Circuit Court for Queen Anne's County, ORDERED, that James E. Thompson, Jr., Trustee, pay to Richard W. Whitlock a counsel fee for the service rendered the sum of Six Hundred Dollars ($600.00).

WM. R. HORNEY
Judge

Filed July 24, 1957

REPORT AND ACCOUNT
OF AUDITOR

Filed Sept. 5, 1957

James Edmund Golt Leager

vs.

James Edmund Golt Leager, Jr,
et. al.

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

No. 4040

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully sets forth:

1. That this account is stated at the request of James E. Thompson, Jr., Trustee, who was duly appointed the same by order of this Court of July 24, 1956, to make sale of the real estate sold in this cause and disburse the proceeds received therefrom.

2. That in the within account, said James E. Thompson, Jr., is charged with the total proceeds of the real estate sold in this proceeding, and thereafter is allowed all expenses not personal which pertain to the sale of the real estate so sold in accordance with the final order of ratification of this honorable Court, as well as, the costs of stating this audit.

3. That in accordance with the Mandate of the Court of Appeals of Maryland in the case entitled "William A. Hardy, Jr., vs. James Edmund Golt Leager, et. al. "being No. 151 October Term, 1956, the costs of the said appeal, as well as, the subsequent proceedings and the renewal costs of the corporate surety bond, since it will be used by the trustee under the will of Katherine P. Leager, have all been charged to and against the one half interest held by said trustee under said will. The other one-half of the said proceeds, after deducting the sum of $1500.00 advanced per order of this Court and for which a proper receipt was produced, has been directed to be turned over to James Edmund Golt Leager.

4. That the commissions allowed the said trustee were under the old rules of this Court.

Respectfully submitted,

J. THOMAS CLARK
Auditor

September 4, 1957.

Cause No. 4040

The proceeds of the sale of land reported in this cause, in account with James E. Thompson, Jr., Trustee appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1957		
Jun 10	By gross proceeds of the sale of said land, per report of resale of said vendor, to wit:	$96,000.00
	By interest on unpaid balance of purchase price of the several parcelssold in this cause, per statement of vendor, to wit:	2,173.33
	By total proceeds of sale, the sum of	$98,173.33

Dr.

To James E. Thompson, Jr, trustee (and vendor) for his commissions for making said sale, per order of court (commissions figured under old rules of court)		$3,971.93
To do., for court costs due in this cause, per statement of the Clerk's exhibited, to wit:		
Costs of T. S. Pippin, Clerk	$242.00	
Costs of V. A. Downes, Jr., Examiner	10.00	
Costs of Cleo C. Green, Stenographer	30.00	
Costs of Edward Turner, Guardian ad litem	4.50	
Witness fee of Wm. Francis Callahan	10.00	
Witness fee of C. Frnak Boyles	10.00	
Witness fee of Leonard A. Renshaw	10.00	
Fees of Sheriff of Queen Anne's Co	6.65	
Fee of Sheriff of Talbot County	.95	
Fee of Sheriff of Caroline County	1.05	
Fees of Sheriff of Balto. Co	8.00	
Fees of Sheriff of Balto. City	12.00	
Costs of REgister of Wills of Quee Anne's County	10.00	
Appearance fee of James E. Thompson, Jr., Attorney	10.00	365.15
To do., for an amount paid Wm. Freestate Agency, Agent, on the trustee's corporate surety bond filed in this cause, for one year's premium, per receipt for the same exhibited, to wit:		400.00
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale, per his receipt for the same exhibited, to wit:		960.00
To do., for amount paid Queen Anne's Record-Observer, per receipts for same exhibited, to wit:		
For publishing notice of sale	$72.00	
For publishing nisi of sale	9.00	81.00

J. THOMAS CLARK
Auditor

September 4, 1957

To do., for an amount paid Kent Publishing Company, for publishing notice of sale, per receipt for the same exhibited, to wit:	$20.00
To do., for an amount paid The Philadelphia Inquirer, for publishing notice of sale, per receipt for the same exhibited, to wit:	82.80
To do., for an amount paid Easton Star Democrat for publishing notice of sale, per receipt for the same exhibited, to wit:	11.25
To do., for an amount paid Preston News-Farmer for publishing notice of sale, per receipt for the same exhibited, to wit:	18.00
To do., for an amount paid New York Journal American for publishing notice of sale, per receipt for the same exhibited, to	

wit:..... 59.80

To do., for an amount paid The New York Times for publishing notice of sale, per receipt for the same exhibited, to wit:..... 171.60

To do., for an amount paid T. Sorden Pippin, Clerk of the Circuit Court for Queen Anne's County, for recording certain papers in the cause of Catherine M. Knotts, etc. vs. William F. Connolly, et. al. being cause no. 1134 in The Circuit Court for Queen Anne's County, in Equity, to clear title to land sold in these proceedings, per receipt for the same exhibited, to wit:..... 6.50

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 207.00

To balance for distribution by the trustee to James E. G. Leager and the trustee under the will of Katherine P. Leager, the balance or the sum of..... 91,810.80

$98,173.33 $98,173.33

September 4, 1957

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward.....$91,810.80

Dr.

To James Edmund Golt Leager, a one-half share of the same or the sum of $45,905.40, less the sum of $1,500.00 previously advanced to him by said trustee, per order of Court of July 19, 1957, leaving a balance due the said James Edmund Golt Leager, the sum of.....$44,405.40

To balance to be carried forward for distribution to the trustee under the Will of Katherine P. Leager, after deductions of certain costs authorized under Mandate of Court of Appeals of Maryland in Case entitled "Wm. A. Hardy, Jr., vs. James Edmund Golt Leager, et. al." being No. 151, October Term, 1956, said mandate being dated April 16, 1957, the balance or the sum of..... 45,905.40

$91,810.80 $91,810.80

September 4, 1957

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward for distribution to the trustee under Will of Katherine P. Leager, before deduction of certain costs in accordance with mandate of Court of Appeals of Maryland, the sum of..... $45,905.40

Dr.

To James E. Thompson, Jr., trustee, for an amount due as court costs, per statement of Clerk's as follows, to wit:
Cost of T. Sorden Pippin, Clerk for Hardy record.....$15.00
Cost of T. Sorden Pippin, Clerk for Sause record..... 7.50
Costs of Vachel A. Downes, Jr., Examiner, for testimony to support amended bill of complaint..... 10.00
Costs of Beverly C. Larrimore, Stenographer for taking testimony.... 10.00 $42.50

To do., for an amount paid Wm. Freestate Agency, Agent for the renewal of the trustee's corporate surety bond filed

in this cause, and which bond will be used afterwards by said trustee in his capacity as trustee under Will of Katherine P. Leager, per receipt for the same exhibited, to wit:..... 400.00

To do., for an amount paid Queen Anne's Record-Observer for publishing the order nisi of the re-sale of the land sold in these proceedings, the sum of, per his receipt exhibited,..... 9.00

To do., for an amount paid Howard Wood, Attorney for William A. Hardy, Jr., for his cost as Appellant'in the Court of Appeals of Maryland, per receipt for the same exhibited, to wit:... 178.35

To do., for an amount paid Richard W. Whitlock, Attorney for James E. Thompson, Jr., Trustee, for his costs as Appellee in the Court of Appeals of Maryland, per receipt for the same exhibited, to wit:..... 109.16

To do., for an amount paid Richard W. Whitlock, Attorney, as counsel fees for representing trustee in Court of Appeals of Maryland, per Order of Court of July 24, 1957, the sum of... 600.00

September 4, 1957

J. THOMAS CLARK
Auditor

To do., for an amount due Vachel A. Downes, Jr. Attorney, for Appelant in case of John W. Sause, Jr., et. al. vs. James Edmund Golt Leager, being No. 182, October Term, 1956, in the Court of Appeals of Maryland, per statement for the same exhibited, to wit:..... 20.00

To do., for an amount paid to Charles E. Anthony, Sr. Treasurer of Queen Anne's County, as vendors share of 1957 real estate taxes on real estate sold in this cause, per statement rendered, to wit:..... 161.71

To James E. Thompson, Jr., Trustee under the Will of Katherine P. Leager, per order of this court of July 24, 1956, the balance or the sum of.....44,384.68

$45,905.40 $45,905.40

September 4, 1957

J. THOMAS CLARK
Auditor

NISI RATIFICATION
OF AUDIT

Filed September 5, 1957

NISI RATIFICATION OF AUDIT

James Edmund Golt Leager	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
	)	IN EQUITY
James Edmund Golt Leager, Jr., et.al.	)	Cause No. 4040

ORDERED, This 5th. day of September in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th. day of October, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of September, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed September 5, 1957

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT

Filed Oct. 4, 1957

NISI RATIFICATION OF AUDIT

James Edmund Golt Leager

vs.
James Edmund Golt Leager, Jr.
et.al.

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

Cause No. 4040

ORDERED, This 5th day of September in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of October, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of September, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: September 5, 1957.
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 4, 1957

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 James Edmund Golt Leager Vs. James Edmund Golt Leager, Jr. et.al. 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 2 successive weeks before the 4th day of October, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of September 1957, and the last insertion on the 19th day of September, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Oct. 4, 1957

RATIFICATION OF AUDIT

Filed Oct. 4, 1957

JAMES EDMUND GOLT LEAGER	*	IN THE
vs.	*	CIRCUIT COURT
JAMES EDMUND GOLT LEAGER, JR. et al	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	In Equity
	*	No. 4040

****

RATIFICATION OF AUDIT

ORDERED this 4th day of October, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account filed in these proceedings by J. Thomas Clark, 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 Trustee is directed to apply and distribute the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

WM. R. HORNEY

JUDGE

Filed Oct. 4, 1957.

::::::::::::::::::::::::::::::
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 this Sixth day of August in the year nineteen hundred and fifty-six, the following Bill of Complaint was filed for record, to wit:

IN THE CIRCUIT COURT
FOR
QUEEN ANNES COUNTY
IN EQUITY

ROGER G. SIMPSON, and
ROSE T. SIMPSON, his wife
4806 39th AVENUE
SUNNYSIDE 4, NEW YORK
PLAINTIFFS

VS.

CHANCERY NO. 4062

WILLIAM A. DILLEHUNT
721 GLENWOOD AVENUE
BALTIMORE, MARYLAND, and
DORIS L. DILLEHUNT
611 S. SERRANO AVENUE
LOS ANGELES 5, CALIFORNIA, his wife

AND

THE FRIEL LUMBER COMPANY
QUEENSTOWN,
MARYLAND
DEFENDANTS

COMPLAINT FOR THE SALE OF REAL ESTATE
FOR PARTITION, AND FOR AN ACCOUNTING

To The Honorable, The Judge of Said Court:

Your Complainants, complaining state:

1. That heretofore, in January and February, 1953, your Complainants, Roger G. Simpson and Rose T. Simpson, his wife, entered into an oral agreement with Defendants William A. Dillehunt and Doris L. Dillehunt, his wife, that the Simpsons and the Dillehunts would acquire certain property in the Fourth Election District of Queen Annes County, Maryland on or near the Chesapeake Bay and would construct thereon cottages to be furnished and rented to persons wishing to vacation on said Chesapeake Bay.

2. That in furtherance of said agreement Plaintiffs Roger G. Simpson and Rose T. Simpson, his wife, and Defendants William A. Dillehunt and Doris L. Dillehunt, his wife, obtained fee-simple title as Tenants in Common, to a certain parcel of land, containing 2.753 acres in a Sub-division known as and called "Vestfields", which parcel of land is more specifically described in a deed recorded among the Land Records of Queen Annes County, Maryland in Liber TSP 11, folio 472 (copy of said deed being attached hereto and hereby made a part hereof and being marked Plaintiffs' Exhibit "A") and in addition thereto Plaintiffs and Defendants have also acquired as Tenants in Common an easement or right-of-way over certain lands of William Rex Easton which grants to Plaintiffs and Defendants Dillehunt access over a twenty-five (25) foot right-of-way to the Chesapeake Bay and the right to the use of a parcel extending two hundred (200) feet along said Chesapeake Bay with a depth of fifty (50) feet back from said Chesapeake Bay, which easement or right-of-way is recorded among the Land Records of Queen Annes County, Maryland in Liber TSP 10, folio 3. (copy of said easement or right-of-way being attached hereto and hereby made a part hereof and being marked Plaintiffs' Exhibit "B")

3. That Defendant Friel Lumber Company is in the process of obtaining or has obtained a judgment against said property for materials purchased by the partners in connection with the erection of a cottage upon said property.

4. That the above described property is improved by a small cottage which the owners intended to rent, along with other cottages to be constructed, to interested parties.

5. That after the above mentioned cottage was constructed financial difficulties prevented the immediate construction of additional cottages by the partners in this undertaking and the project was temporarily abandoned prior to the installation of electrical and water facilities in the completed cottage.

6. That on or about October 19, 1953, Defendants William A. Dillehaunt and Doris L. Dillehunt, his wife, acknowledged that your Plaintiffs had advanced $4,590.96 toward the joint enterprise of the parties.

7. That subsequently to October 19, 1953, in order to render the property suitable for renting, your Plaintiffs spent an additional $1,019.08 upon the property for the balance on a plumbing bill, a water pump, electric wiring, repairs, furniture, taxes and upkeep.

8. That your Plaintiffs are informed, verily believe and therefore aver that Defendants Dillehunt have paid bills totaling $339.36 for materials used in constructing the aforementioned cottage and may have expended further sums which sums are unknown to your Plaintiff.

9. That Plaintiffs reside in Sunnyside, New York; that Defendant William A. Dillehunt resides in Baltimore, Maryland and Defendant Doris L. Dillehunt resides

in Los Angeles, California; that none of the owners are in a position to carry out the original purpose of the partnership, that is the renting of cottages to vacationers, and in addition it is uneconomical to rent only one cottage; that the one cottage constructed has never been rented; for these reasons it is necessary that the lands, rights and interest of the owners be partitioned and/or sold.

10. That the said lands, rights and interest of the parties cannot be partitioned without material loss or injury to the parties interested therein, and that in order to made division of said interest it will be necessary that said lands, rights and interest be sold and the proceeds thereof divided among the parties according to their interest therein and their financial contributions thereto.

11. That all the parties who have an interest in said lands as above stated are adults and none are under a legal disability.

TO THE END THEREFORE:

(1). That this Court take jurisdiction in the premises and appoint a trustee with authority to take possession of the property and to sell the same after due notice at Public Sale and thereafter to pay the proceeds thereof into this Court for distribution to the parties hereto as their interest may appear.

(2) That this Cause be referred to the Court Auditor with directions to determine the respective interest of the parties and their claims against the real estate involved in this case.

(3). That Plaintiffs may have such other and further relief as the case may require.

May it please your Honors to grant unto your Plaintiffs the Writ of Subpoena directed to William A. Dillehunt, 721 Glendwood Avenue, Baltimore, Maryland and to The Friel Lumber Company, Queenstown, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed herein.

And As In Duty Bound, etc.

ROGER G. SIMPSON
ROGER G. SIMPSON

L. CLARK EWING.
L. CLARK EWING,
Solicitor

24 So Washington St
Easton, Md.

ROSE T. SIMPSON
ROSE T. SIMPSON

Filed Aug. 6, 1956

PLAINTIFFS EXHIBIT A.

Filed August 6, 1956

LIBER 11 PAGE 472

One-One Dollar Ten Cent Int. Rev.
Stamps. and One-One Dollar Ten
Cent Recordation Tax Stamp.
Endorsed S & D 2/13/53

THIS DEED, made this 1st day of April, 1953, by and between E & S BUILDERS, INC., a body corporate, duly incorporated under the laws of the State of Maryland, party of the first part, hereinafter called GRANTOR; and ROGER G. SIMPSON and ROSE T. SIMPSON, his wife, parties of the second part; and WILLIAM A. DILLEHUNT and DORIS L. DILLEHUNT, his wife, parties of the third part, hereinafter called GRANTEES.

WITNESSETH; that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the parties of the second part, as tenants by the entireties, their assigns, the survivor of them and such survivor's heirs and assigns, in fee simple, an undivided one-half interest and estate, as tenants in common with the parties of the third part; and the said Grantor does also grant and convey unto the parties of the third part, as tenants by the entireties, their assigns, the survivor of them and such survivor's heirs and assigns, in fee simple, an undivided one-half interest and estate, as tenants in common with the parties of the second part, in and to the following described real estate, to wit:

All that lot or parcel of land, situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, on Kent Island, being a part of the former lands of J.P.W. Vest called or known as "Vestfields", said lot or parcel being bounded on the north by a forty foot way used in common between the several lands all of which are parts of theaforesaid "Vestfields", on the west by the lands of E & S Builders, Inc., and on the south and east by the Vest lands, and more particularly described according to a plat and Certificate of Survey made by John W. Williams, Surveyor, in March, 1953, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto as follows:

BEGINNING for the same at a concrete monument bearing south eighty-four degrees and eighteen minutes east (S84° 18' E) and four hundred and forty-

eight feet (448 ft) more or less from a concrete monument set on the southeasterly line of the aforesaid forty foot way at the intersection of the southeasterly line of said way and the projection of a line of division between tracts Numbers three and four of the Vestfield lands as shown on a plat recorded in the Land Records of Queen Anne's County in Liber T.S.P. No. 3, folio 237, and running thence by and with the Vest lands south eighty-four degrees eighteen minutes east (S84° 18'E) two hundred sixty-eight eight and fifteen one-hundredths feet (268.15 feet) to a concrete monument, thence by and with the Vest lands north six degrees twenty-nine minutes east (N6° 29'E) five hundred six and sixty-six one hundredths feet (506.66 feet) to a concrete monument on the southerly line of the aforementioned forty foot way; thence by and with said way south seventy-one degrees forty-six minutes west (S71°46'W) two hundred ninety-five and no one-hundredths feet (295.00 feet) to a concrete monument on the southerly line of the aforementioned way; thence by and with the lands of E & S Builders, Inc. south six degrees twenty-nine minutes west (S6° 29'W) three hundred eighty-eight and seventeen one-hundredths feet (308.17 feet) to the place of beginning;

CONTAINING 2.753 acres of land, more or less.

EXCEPT that a five foot strip of land adjacent to the southerly line of the aforementioned forty foot way and across the northern end of this lot has been dedicated to Queen Anne's County for the future improvement of said way.

BEING part of the same property which by deed dated , 1952, and recorded among the land Records of Queen Anne's County in Liber T.S.P. No. 8, folio 278, was granted and conveyed by William A. Dillehunt and wife to the aforesaid Grantor.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same, belonging or in anywise appertaining; and together with a right=of-way in common with the said John P. W. Vest and wife, their heirs and assigns, and the owners or purchasers of other parts of said "Vestfield Farm" over the private roadway shown and described on the aforesaid plat of the "lands of J.P.W. Vest" and the plat of this lot recorded prior hereto, the said roadway leading in from the Romancoke - Stevensville public road.

TO HAVE AND TO HOLD said lot or parcel of land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the parties of the second and third parts, their heirs and assigns, in fee simple, each to the extent of an undivided one-half interest as tenants in common, and of the parties of the second part, as tenants by the entireties, their assigns, the survivor of them and such survivor's heirs and assigns, as to said undivided one half interest; and of the parties of the third part, as tenants by the entireties, their assigns, the survivor of them, and such survivor's heirs and assigns, as to said undivided one-half interest, forever in fee simple.

And the said Grantor does hereby covenant that it has not done or suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

AS WITNESS the corporate seal of said Grantor and the signature of William Rex Easton, its President, attested by and its seal affixed by Doris L. Dillehunt, its secretary.

ATTEST: E & S BUILDERS, INC.

DORIS L. DILLEHUNT
Doris L. Dillehunt, Sect'y,

By: WILLIAM REX EASTON
William Rex Easton,
President
Corporate Seal

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY that on this 1 day of April, 1953, before me, the subscriber, a Notary Public of and for the State and County aforesaid, personally appeared WILLIAM REX EASTON, President of E & S Builders, Inc., and acknowledged the foregoing Deed to be the act of said corporation.

AS WITNESS my hand and Notarial Seal.

JOHN C. PALMER
Notary Public

Notary
Public
Seal.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 11, folios 472 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 third day of June in the year nineteen hundred and fifty six.

Place of SEAL.

T. SORDEN PIPPIN
Clerk

Filed Aug. 6, 1956

PLAINTIFFS EXHIBIT B.

Filed August 6, 1956

#32,884 LIBER 10 Page 3

RECEIVED FOR RECORD April 6, 1953

THIS GRANT OF EASEMENT, made this 1st day of April, 1953, by and between WILLIAM REX EASTON, party of the first part, hereinafter called GRANTOR: and ROGER SIMPSON and ROSE T. SIMPSON, his wife; and WILLIAM A. DILLEHUNT and DORIS L. DILLEHUNT, his wife, parties of the second part, hereinafter called GRANTEES.

WITNESSETH, that for and in consideration of the sum of Five Dollars and other valuable considerations, the receipt of which is hereby acknowledged, the said Grantor does hereby grant unto the said Grantees, or any of them, their or either of their heirs and assigns, a right of ingress and egress at all times and for all purposes for them or any of them, their or any of their heirs, assigns, tenants, servants, invitees or visitors, in common with all others having the like right at all times hereafter, to, from and over the land of the said Grantor situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, acquired by deed dated March 20, 1952, from John P. W. Vest and wife, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 4, folio 293, as follows, to wit:

A right-of-way or road 25 feet in width, beginning at the private roadway shown on the plat of the lands of said Grantor recorded in Liber T.S.P. No. 4, folio 195, said point of beginning being at the concrete monument between the division line of the lands of the said grantor and The Hoffman Awning Co., and running parallel with and abutting said division line to the waters of the Chesapeake Bay, thence in a northeasterly direction parallel with and abutting said waters of the Chesapeake Bay a distance of 200 feet with a depth of 50 feet; it being the intention hereof to convey to said grantees a right-of-way to the Chesapeake Bay together with the use of 200 feet by 50 feet of that part of the beach belonging to said grantor.

SUBJECT, nevertheless, to the understanding that the owners from time to time of all premises abutting said right of way and/or owners of other premises who shall at any time hereafter have the right to use said right-of-way, and shall use said right-of-way, shall contribute or pay from time to time in equal proportions per premises the costs of constructing, maintaining and repairing said right-of-way.

AND the said grantor, for himself, his heirs and assigns, covenants with said Grantees, their heirs and assigns, that they shall have the quiet enjoyment of the aforesaid right-of-way, and to execute such other and further assurances of said easement as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

J. C. PALMER
John C. Palmer

WILLIAM REX EASTON (SEAL)
William Rex Easton

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, that on this 1st day of April, 1953, before me, the subscriber, a Notary Public of and for the State and County aforesaid, personally appeared WILLIAM REX EASTON and he acknowledged the foregoing Grant of Easement to be his act.

AS WITNESS my hand and Notarial Seal.

JOHN C. PALMER
Notary Public

Notary Public Seal.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 10, folios 3 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 third day of June in the year nineteen hundred and fifty six.

Place of SEAL.

T. SORDEN PIPPIN
Clerk

Filed Aug. 6, 1956

SUBPOENA

Filed Aug. 10, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO William A. Dillehunt
721 Glenwood Avenue
Baltimore, Maryland

Place of SEAL.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Roger G. Simpson and Rose T. Simpson, his wife, 4806 39th. Avenue, Sunnyside 4, New York. against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of July, 1956.

Issued the 6th. day of August, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for therelief demanded.

Solicitor for Complainant(s)

Name L. Clark Ewing T. SORDEN PIPPIN, Clerk

Address Easton, Maryland

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

RECEIVED
SHERIFF'S OFFICE
Aug. 8 11:45 A.M. '56
Baltimore City, Md.

Summoned William A. Dillehunt, and a copy of the process, with a copy of the Bill of Complaint left with the defendant on the 8th day of Aug. 1956 in the presence of Charles L. Reed
JOSEPH C. DEEGAN
Sheriff

Fees $3.35

SUBPOENA

Filed Aug. 10, 1956

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

TO The Friel Lumber Company
Queenstown, Maryland

Place of SEAL.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Roger G. Simpson and Rose T. Simpson, his wife, 4806 39th. Avenue, Sunnyside 4, New York against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of July, 1956.

Issued the 6th. day of August, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name L. Clark Ewing T. SORDEN PIPPIN, Clerk

Address Easton, Maryland

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Non-est 9-3-56 ALEXIS M. BUTLER
Sheriff

AFFIDAVIT OF MAILING
BILL OF COMPLAINT and
ADMISSION OF SERVICE

Filed Sept. 5, 1956

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

ROGER G. SIMPSON, and
ROSE T. SIMPSON, his wife
4806 39TH AVENUE
SUNNYSIDE 4, NEW YORK
PLAINTIFFS

VS. CHANCERY NO. 4062

WILLIAM A. DILLEHUNT
721 GLENWOOD AVENUE
BALTIMORE, MARYLAND, and
DORIS L. DILLEHUNT
611 S. SERRANO AVENUE
LOS ANGELES 5, CALIFORNIA, his wife

AND

THE FRIEL LUMBER COMPANY
QUEENSTOWN,
MARYLAND
DEFENDANTS

AFFIDAVIT OF MAILING BILL OF COMPLAINT BY
REGISTERED MAIL

S. Jean Dukes, a witness of lawful age, having been first duly sworn upon her oath, deposes and states:

I hereby certify that at the request of L. Clark Ewing, I did on the 8th day of August, 1956, mail a copy of the Bill of Complaint by Registered Mail, Return Receipt Requested, Deliver to Addressee Only, to Doris L. Dillehunt, 611 S. Serrano Avenue, Los Angeles 5, California, and that I received back the Return Receipt, attached to the margain hereof, as well as an Acknowledgment of Receipt of the Bill of Complaint signed by Doris L. Dillehunt, which Acknowledgment is attached hereto.

S. JEAN DUKES
S. Jean Dukes

Subscribed and sworn to, before me, this 5th day of September, 1956.

NOTARY PUBLIC
SEAL.

L. CLARK EWING
Notary Public

My Commission Expires:

May 6, 1957

Filed Sept. 5, 1956
Registered receipt and return receipt were attached to the aforegoing paper.

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

ROGER G. SIMPSON, and
ROSE T. SIMPSON, his wife
4806 39TH AVENUE
SUNNYSIDE 4, NEW YORK
PLAINTIFFS

VS. CHANCERY NO. 4062

WILLIAM A. DILLEHUNT
721 GLENWOOD AVENUE
BALTIMORE, MARYLAND, and
DORIS L. DILLEHUNT
611 S. SERRANO AVENUE
LOS ANGELES 5, CALIFORNIA, his wife

AND

THE FRIEL LUMBER COMPANY
QUEENSTOWN,
MARYLAND
DEFENDANTS

ADMISSION OF SERVICE OF BILL OF COMPLAINT

I, Doris L. Dillehunt, of the City of Los Angeles, County of Los Angeles, State of California, hereby admit service upon me by Registered Mail of the Bill of Complaint, in a case entitled Roger G. Simpson, et al vs. Doris L. Dillehunt, et al, being Chancery Number 4062 and filed in the Circuit Court for Queen Anne's County, Maryland. Said Bill of Complaint having been served upon me in the City of Los Angeles, County of Los Angeles, State of California, on the 20th day of August, 1956.

DORIS L. DILLEHUNT
Doris L. Dillehunt

Subscribed and sworn to, before me, a Notary Public, in and for the City of Los Angeles, County of Los Angeles, State of California on the 20th day of August, 1956.

PAUL E. SEHWAB
Notary Public

NOTARY PUBLIC SEAL.

Filed Sept. 5, 1956

SUBPOENA

Filed Sept. 14, 1956

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO The Friel Lumber Company
Queenstown, Maryland

Place of SEAL.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of October next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Roger C. Simpson and Rose T. Simpson, his wife, 4806 39th. Avenue, Sunnyside 4, New York against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 3rd. day of September, 1956.

Issued the 4th. day of September, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name L. Clark Ewing

T. SORDEN PIPPIN, Clerk

Address Easton, Maryland

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Samuel Friel Jr. summoned by reading subpoena to him, and leaving copy of supoena and bill of complaint with him this 7th day of September 1956.

ALEXIS M. BUTLER
Sheriff of Queen Anne's County

ANSWER

Filed Sept. 14, 1956

ROGER G. SIMPSON, and ROSE T. SIMPSON, his wife, 4806 39th Avenue, Sunnyside 4, New York, PLAINTIFFS,	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,
versus	)	
WILLIAM A. DILLEHUNT, 721 Glenwood Avenue, Baltimore, Maryland, and DORIS L. DILLEHUNT, his wife, 611 S. Serrano Avenue, Los Angeles 5, California,	)	IN EQUITY.
and	)	Chancery No. 4062
THE FRIEL LUMBER COMPANY, Queenstown, Maryland. DEFENDANTS.	)	

* * * * * * * *

A N S W E R

TO THE HONORABLE, the Judges of said Court:

THE Answer of William A. Dillehunt, one of the Defendants, by Robert L. Sullivan, Jr., Esq., and Thomas J. Keating, Jr., Esq., his Attorneys, to the Bill of Complaint heretofore filed against him in this Cause, respectfully sets forth:

(1) THAT your Respondent neither admits nor denies the allegations of Paragraph 1 of the Bill of Complaint, but puts the Plaintiffs upon strict proof thereof.

(2) THAT your Respondent admits so much of Paragraph 2 of the Bill of Complaint as alleges the execution and delivery of the Deeds therein mentioned, but as to the Grant of Easement by Instrument recorded in Liber TSP#10, folio 3, a Land Record Book for Queen Anne's County, your Respondent avers that said grant was not to the Plaintiffs and to your Respondent, William A. Dillehunt, and Doris L. Dillehunt, as tenants in common because of the language used in said Grant of Easement, but your Respondent avers that said Grant of Easement vested in the Grantees thereof severally, and their respective heirs and assigns, a personal right of ingress and egress and other use as mentioned in said Instrument.

(3) THAT your Respondent neither admits nor denies the allegations of Paragraph 3 of the Bill of Complaint, as he has no knowledge thereof.

(4) THAT your Respondent admits the allegations of Paragraph 4 of the Bill of Complaint.

(5) THAT your Respondent neither admits nor denies the allegations of Paragraph 5 of the Bill of Complaint, and puts the Plaintiffs upon strict proof thereof.

(6) THAT your Respondent neither admits nor denies the allegations of Paragraph 6 of the Bill of Complaint, and puts the Plaintiffs upon strict proof thereof.

(7) THAT your Respondent neither admits nor denies the allegations of Paragraph 7 of the Bill of Complaint, and puts the Plaintiffs upon strict proof thereof.

(8) THAT your Respondent denies the accuracy of the allegations of Paragraph 8 of the Bill of Complaint and avers that your Respondent has expended more than the sum of Three Hundred Thirty=nine Dollars and Thirty-six Cents ($339.36) for materials in constructing the cottage and has contributed extensively by his own labor to the construction thereof.

(9) THAT your Respondent neither admits nor denies the allegations of Paragraph 9 of the Bill of Complaint EXCEPT that portion thereof which alleges his residence in Baltimore, Maryland, which fact he admits; and your Respondent therefore puts the Plaintiffs upon strict proof thereof.

(10) THAT your Respondent neither admits nor denies the allegations of Paragraph 10 of the Bill of Complaint and puts the Plaintiffs upon strict proof thereof, and further answering said Paragraph, your Respondent says that he contributed many hours of work and labor to the construction of the cottage, as well as financial contributions thereto.

(11) THAT your Respondent admits the allegations of Paragraph 11 of the Bill of Complaint.

AND AS IN DUTY BOUND, etc.

ROBERT L. SULLIVAN, JR.
(Robert L. Sullivan, Jr.)

By THOS. J. KEATING JR.

THOS. J. KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEYS FOR WILLIAM A. DILLEHUNT,
Defendant.

THIS IS TO CERTIFY that I have served a copy of the aforegoing ANSWER upon L. Clark Ewing, Esq., Attorney for the Plaintiffs, by mailing same to his office in Easton, Maryland, this 13th day of September 1956, with sufficient postage affixed.

THOS. J. KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY FOR DEFENDANT

Filed Sept. 14, 1956

ANSWER

Filed Sept. 14, 1956

ROGER G. SIMPSON and ROSE T. SIMPSON, his wife, 4806 39th AVENUE SUNNYSIDE 4, NEW YORK, PLAINTIFFS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WILLIAM A. DILLEHUNT 721 GLEN WOOD AVENUE BALTIMORE, MARYLAND, and DORIS L. DILLEHUNT, his wife 611 S. SERRANO AVENUE LOS ANGELES 5, CALIFORNIA, and THE FRIEL LUMBER COMPANY QUEENSTOWN, MARYLAND, DEFENDANTS.	:	CHANCERY NO. 4062

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Samuel E. W. Friel and James R. Friel, trading as Friel Lumber Company, to the Bill of Complaint of Roger G. Simpson, et ux, against them in this Court exhibited:

That the Defendants, Samuel E. W. Friel and James R. Friel, trading as Friel Lumber Company, consent to the passage of the Decree prayed for and says that the amount due Friel Lumber Company is THREE HUNDRED TWENTY DOLLARS AND FIFTEEN CENTS ($320.15) with interest, and costs of suit; and that Friel Lumber Company is willing for the said amounts to be distributed to them from the proceeds of the sale of the real estate.

TURNER & TURNER
Solicitors for Defendants

I HEREBY CERTIFY that a copy of the within Answer was served on L. Clark Ewing, Solicitor for Complainant by mailing a copy of the same to his office on 13 Sept. 56 at 24 South Washington Street, Easton, Maryland.

TURNER & TURNER

Filed Sept. 14, 1956

PETITION

Filed April 6, 1957

ROGER G. SIMPSON and ROSE T. SIMPSON, his wife, 4806 39th AVENUE SUNNYSIDE 4, NEW YORK PLAINTIFFS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WILLIAM A. DILLEHUNT 721 GLEN WOOD AVENUE BALTIMORE, MARYLAND, and DORIS L. DILLEHUNT, his wife 611 S. SERRANO AVENUE LOS ANGELES 5, CALIFORNIA, and THE FRIEL LUMBER COMPANY QUEENSTOWN, MARYLAND DEFENDANTS	:	CHANCERY NO. 4062

PETITION FOR HEARING

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Come now Plaintiffs by their attorney, L. Clark Ewing, and request that the above entitled matter be set for hearing before the Court at its early convenience.

L. CLARK EWING
L. Clark Ewing

I HEREBY CERTIFY that the aforegoing Petition was served upon Turner & Turner, Centreville, Maryland, Solicitors for Friel Lumber Company, and upon Robert L. Sullivan, Jr., Court Square Building, Lexington and Calvert Street, Baltimore 2, Maryland, and upon Thomas J. Keating, Centreville, Maryland, by mailing the copy of the same to them by official United States mail addressed as above, set forth on this 3rd day of April, 1957.

L. CLARK EWING
L. Clark Ewing

Filed April 6, 1957

ORDER

Filed May 28, 1957

ORDER

It is ORDERED this 28th. day of May, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the above entitled case be and it is hereby set down for a hearing in open Court on Jun 17, 1957, at 10 o'clock, A.M.

WM. R. HORNEY
JUDGE.

Filed May 28, 1957

ORDER TO ENTER
APPEARANCE

Filed June 10, 1957

Roger G. Simpson, et ux

VS.

William A. Dillehunt, et ux

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

NO. Chancery 4062

Mr. Pippin

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

You will please enter my appearance in the above entitled case for Plaintiff.

JAMES E. THOMPSON JR.
Attorney for

Filed June 10, 1957

ORDER OF COURT

Filed June 18, 1957

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

Roger G. Simpson et al

Vs.

William A. Dillehunt et al

Chancery #4062

ORDER OF COURT

The above entitled case having been assigned for trial in open court and the Defendants not having appeared in person, It is ORDERED this 18th day of June 1957 by the Circuit Court of Queen Anne's County in Equity, that the testimony in this case be taken before ~~Robert R. Price Jr.,~~ Howard Wood who is hereby appointed a special examiner for that purpose.

WM. R. HORNEY
JUDGE

Filed June 18, 1957

EXAMINER'S RETURN

Filed June 28, 1957

RAYMOND G. SIMPSON, et al

v.

WILLIAM A. DILLEHUNT, et al

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

No. 4062 Chancery

Before Howard Wood, Esq., Special Examiner.

The above entitled matter having come on for the taking of testimony before Howard Wood, Esq., a Special Examiner of this Court, in the offices of J. Elmer Thompson, Esq., at Centreville, Maryland, on Tuesday, June 18, 1957, at 10:45 A.M., pursuant to an Order of Court in said cause, and L. Clark Ewing, Esq., and J. Elmer Thompson, Esq,

being present on behalf of the Plaintiff, and Thomas J. Keating, Jr., Esq., being present on behalf of the Defendant, a record of the proceedings and testimony in said cause, as taken down and transcribed by Ernest J. Gretzinger, Official Stenographer of the Second Judicial Circuit of Maryland, is as follows:

The Examiner swore all of the witnesses in a body before the commencement of the taking of testimony.

OLIVER JONES, produced as a witness in behalf of the Plaintiff, having previously been sworn, was examined, and testified as follows:

Direct Examination. By Mr. Thompson.

Q. Your name and residence?

A. Oliver Jones, Centreville.

Q. And your occupation?

A. Real estate, farmer.

Q. How long have you been in the real estate business, Mr. Jones?

A. I guess about 27 years.

Q. Have you recently had an occasion to view and appraise a piece of property in the 4th election district of Queen Anne's County, on the road from Stevensville to Romancoke owned by the parties to this suit?

A. Yes, sir.

Q. When did you view this property?

A. I would say Friday afternoon. That was the day of the thunder storm down there and rain, yes, sir.

Q. That would have been the 14th?

A. Yes, sir, I think so. It was Friday.

Q. There are, as you know, there is, rather, as you know, a parcel of property owned in fee simple and also a right-of-way. I would like first of all to have you give your appraised value of the parcel of property that is owned in fee simple, with a short description of that property, including any improvements?

A. Well, the property that I saw, and there was no one at the property when I was on the property in question. It is a cinder block, small house, I don't know, about 18 by 20, and one story, flat roof, with a small car port on the side and a very small porch on the west side of the house. It is on a lot that's grassed, and I think that's about all the improvements that are on the property.

Q. Approximately how big was the property?

A. It's an acre, I would think, or more. I didn't try to measure it. That was the part that the grass was mown there and I didn't look for any markers as to the lay-out of the property. It's on the left of the road, hard-surfaced road going in and the first house on the left.

Q. Now, in your opinion, what is the fair market value of that piece of property, without considering the right-of-way to the water?

A. Well, I don't know, sir. The house, from what I could examine at that time, looked like a five or six thousand dollar house, probably somewhere around that, and there is a lot there has some value too. At the present time you don't see the Bay from the lot. Of course, there are trees and other growth and there is another house between that and I wouldn't know, I wouldn't think without some access to the water, I don't know, it would not have too much value. I wouldn't like the job of selling it without that because I don't know what people you would have; I mean it's just a lot and house in the middle of that tract down there. It's available from the road but there is nothing, in my opinion, nothing to attract anyone to go to a place of that kind because the house looked as if it, I wouldn't say a week end, but it is a very small house.

Q. Would you hazard an appraisal of the property and lot and the house without a right-of-way as to what it would bring today, assuming you could find a buyer for it?

A. Well, I don't know, I would think four or five thousand dollars if he found a buyer, but you have got to find somebody who wants to live on the lot in the middle of the place there.

Q. Considering the house and lot with the right-of-way, would you give us a value on that? I believe the right-of-way calls for a 25 foot right-of-way to the water, coupled with the use of a beach on the Bay shore 50 feet in width and 200 feet along the beach, 50 feet in width and 200 feet along the Bay Shore. Now would you give us an appraisal of the property as a unit?

A. Personally I think to sell it you would have to have some access to the water. I just don't think you would find a buyer, and yet you would have to give some value to property that has buildings erected on it. Of course, I say these things more from the buying and selling standpoint, to get your money out of it. I think your access to water, which is not a long distance, the place is wired off at the moment, but you can see where it goes, but with the beach I think would treble your chances of selling it, of selling the property, and I would think actually

the right-of-way would be worth, well, maybe I am high on the lot without the right-of-way, but it would almost double its value. It would certainly increase ten times your possibility of selling it to have that privilege.

Q. Now, in your opinion, is this property susceptible of division in kind; that is, as you know, there are two owners of this property. Is it possible to divide this property in kind without having a sale of it, without any material loss or injury to the parties interested?

A. Well, I don't know how you would divide the privilege on it very well. The house is small. I don't say it's in the center but it's on the lot, but it wouldn't look practical to me.

Q. Mr. Jones, we would like to have you answer that question actually with a yes or no answer as to whether or not the property can be divided in kind without loss or injury to the parties?

A. I would say it could not be, not practically. I don't think it is practical to do it. I don't see how you could divide a small house.

Q. Would the lot with the house on it, without the right-of-way and the use of the beach have any, in your opinion, have any value as rental or commercial property for vacationers or sportsmen?

A. I don't see it. I don't think you could ever rent it or sell it either without access to the water.

Mr. Thompson: Thank you, Mr. Jones.

Mr. Keating: I have no questions.

GRAYSON L. JEAN, produced as a witness in behalf of the Plaintiff, having previously been sworn, was examined, and testified as follows:

Direct Examination. By Mr. Ewing.

Q. Mr. Jean, will you state your name and residence?

A. Grayson L. Jean, Stevensville, Maryland.

Q. You are over the age of twenty-one?

A. That's right.

Q. What business are you in?

A. Building.

Q. Directing your attention to 1953, were you employed in a building capacity along with your son by Simpson and Dillehunt?

A. Yes, sir.

Q. What was the nature of your employment by them?

A. To complete one cottage that they had started, and they had it set up to build 17 more of them.

Q. Do you know what they were going to use these cottages for?

A. For rental purposes.

Q. Did they do anything else that you saw along the line of preparing the property for rental purposes?

A. They had started a second foundation.

Q. Did they purchase any articles which would have been normally used for vacationers or sportsmen?

A. They purchased six row boats and also a tractor to cut the grass.

Q. Who worked on this project with you, Mr. Jean?

A. My son.

Q. Did either Mr. Simpson or Mr. Dillehunt do any work on the project?

A. Mr. Simpson done quite a bit. Mr. Dillehunt didn't do but very little work.

Q. Who paid you?

A. Mr. Simpson.

Q. Did the parties ever discuss with you their plans for the development of the property?

A. On what they planned on building, these 17 cottages, renting them out for an investment and income.

Q. Did they indicate to what type of person they intended to rent?

A. Well, it was more or less for Summer residential.

Q. Did they ever mention to you the right-of-way and easement they had to the beach?

A. Yes, sir.

Q. Do you know whether or not they intended that as a part of the whole project?

A. That was a part of the cottages.

Q. And was to be used in connection with them?

A. With the cottages.

Mr. Ewing: That's all.

Cross Examination. By Mr. Keating:

Q. When and where did you hear Mr. Dillehunt, as one of the concerned parties, discuss the problem of the right-of-way to be used in connection with the cottages?

A. On the job they discussed that they had gotten the right-of-way from Mr. Easton that was to be used for the cottages only.

Q. Both parties discussed it with you?

A. Yes.

Q. That was on the job?

A. That's right.

Q. Were both of them present at the time?

A. That's right.

Q. And you were there?

A. That's right.

Q. Who else was present, if you recall, was present at that time?

A. When the right-of-way was discussed?

Q. Yes.

A. No one was present. Just the three of us was there at the time.

Q. And just exactly what was the substance of the discussion?

A. Well, the discussion was that without the right-of-way to the beach it would be no good, the land would be worthless to them as rental property or for people to use the property.

Q. And there would be approximately 17 properties using it?

A. I think 17.

Q. 17 houses?

A. 17 houses.

Q. Was there anything in that discussion as to whether or not those 17 houses were the only ones that would be able to use the beach?

A. It was strictly to be used for the cottages that they were going to build.

Q. How did the discussion take place, what brought that particular point into focus?

A. Well, when they purchased the ground why I was building for Mr. Easton at the time, and Mr. Easton had told me he had given a 25 foot right-of-way for the use of the cottages when it was rented out.

Q. Well now, you say Mr. Easton told you that? What brought up the subject of the discussion with Mr. Dillehunt?

A. Well, after the property was purchased by Mr. Dillehunt, Mr. Simpson told me about the right-of-way, but Mr. Easton, he was the former owner of the property and I built the house for him there.

Q. Yes?

A. And he told me that they was getting a 25 foot right of way for the cottages.

Q. And what particularly brought up the discussion on the job between you and Mr. Dillehunt and Mr. Simpson as to exactly what use this right-of-way was to be put to?

A. Well, it wasn't to be a public right-of-way for anybody to come in and out. It was strictly for the cottages.

Q. Was there any discussion at that time about MR. Dillehunt owing other property there?

A. No, there wasn't.

Q. There was no, nothing of any transaction between Mr. Easton and the Messrs. Dillehunt and Simpson except what you said in a matter of what Mr. Easton told you?

A. That's correct.

Q. And they were not present at that time?

A. No.

Q. Well, that would be hearsay. I want to note an objection to the testimony respecting Mr. Easton's statement to Mr. Jean regarding the use of the right-of-way. That's all.

ROGER SIMPSON, one of the parties to this cause, produced as a witness in his own behalf, having previously been sworn, was examined, and testified as follows:

(Questions propounded by the Examiner)

Q. Mr. Simpson, would you please state your name and residence?

A. Roger Simpson, 4806 39th Avenue, Sunnyside 4, New York.

Q. Now has there been any other litigation prior to this suit concerning this subject matter?

A. No.

Q. Has there been any litigation between the same parties concerning the subject matter of this suit prior to this suit?

A. None, except to attempt settlement out of Court. You mean in Court?

Q. Yes, any litigation in Court?

A. No.

Direct Examination. By Mr. Ewing.

Q. Mr. Simpson, directing your attention to the early part of 1953, did you and your wife and Mr. and Mrs. William Dillehunt enter into any type of business relationship?

A. Yes.

Q. What was that business relationship between you?

A. The business relationship was concerning this property on the Bay, and at that time, in October, 1953, we felt that we should have a - -

Q. Wait a minute, Mr. Simpson. And as a result of that just what was the agreement or understanding between you and your wife and Mr. and Mrs. Dillehunt?

A. That we would have a - -

Q. At the beginning of this.

A. When we went into this?

Q. What was the initial understanding?

A. I would advance the money for six months until he would be able to get up his half to go into that partnership or, in other words, supply half the money.

Q. What was the partnership for, Mr. Simpson?

A. It was to build 18 cottages on the 3 acres of land purchased from E. and S. Builders, with beach rights.

Q. What were the cottages to be used for?

A. Renting to families for the Summer particularly or in the Fall or how have you.

Q. Now Mr. Simpson, I show you a document which is referred to as Plaintiff's Exhibit A, which is a deed to certain property. Is that the deed to the property which you purchased?

A. Yes.

(The said deed was offered in evidence and marked as "Plaintiff's Exhibit A)

Q. Now I will show you another copy of an instrument, Mr. Simpson, which is marked Plaintiff's Exhibit B, and ask you if that is a certified copy of the deed of right-of-way and the beach easement which was granted to the parties to this agreement?

A. Yes

(The said certified copy was offered in evidence and marked as Plaintiff's Eshibit B)

Q. Now Mr. Simpson, do you know who prepared these instruments?

A. Doris Dillehunt.

Q. How did Doris Dillehunt happen to prepare them, if you know?

A. Well, at the time she was with us and was supposed to be one of the joint partners and she was working in Centreville and had access to the Court and was a legal Secretary at the time and that is why the deed was prepared by her.

Q. Who actually paid for the land, Mr. Simpson,

A. I did, or I and my wife. I actually wrote the check on my bank account.

Q. At the time of the purchase was both the right-of-way and the land itself negotiated at the same time?

A. It was negotiated at the same time, the right-of-way and land itself, the land being purchased first and the right-of-way, with Mr. Easton giving me his work that he would give me a right-of-way to the beach. In other words, he didn't know at the time just where on his property he would let us go to the beach, but he guaranteed he would give us access to the beach with the right-of-way.

Q. Do you recall whether the area of beach front to which you were to have access, had that been agreed upon?

A. That had been agreed upon to a certain extent. At the time he didn't know whether it was going to be on one side of his house or the other, but it was stated it would be a 25 foot right of way and 200 feet on the beach for all parties in common.

Mr. Keating: All parties in common?

A. Yes.

Q. Does the term tenants in common have any particular meaning to you, Mr. Simpson?

Mr. Keating: I object.

A. To me it means the owners of the property or maybe that would rent from the owners or would be using the property by the owner's permission. That's what it means to me.

Q. Would you have purchased the 2.7 acres that you actually purchased without the right-of-way?

A. Certainly not.

Q. Why not?

A. Because without that I could purchase three acres much cheaper out in any farmer's field and have as valuable property as I hve there. Without the right-of-way I would have nothing.

Q. Did Mr. Easton know at the time that you purchased the property what use that you expected to put the right-of-way and easement to?

A. Mr. Easton, I asked him, he asked me why we intended the purchase of the property and to what use I intended to put it and why I wanted the right-of-way, and I explained what I was going to purchase there and what I intended to do and on those terms he granted me that permission which would have been only for anyone of these families using this 2.7 acres or whatever it is, and that was the purpose of granting it under those conditions.

Q. Who carried on the negotiations with Easton?

A. I believe Mr. Dillehunt was there, Dillehunt and myself carried on as far as the financial arrangements. It was carried on between Dillehunt, Easton and myself.

Q. What steps were taken in order to complete the original purpose of building rental properties on this parcel of land?

A. Well, we constructed a cottage on this parcel of land. There was also spots of ground staked out for other cottages which were intended to be built later and foundations dug for two more cottages.

Q. Was there anything further that was done along the lines of your original purpose?

A. No. When I saw he wasn't getting his money up I told him we couldn't go ahead and, in my absence, he ordered gravel for the next foundation, which I expressly told him not to unless he got his half of themoney up.

Q. Did you make any other purchases along the line of a vacation spot?

A. We purchased six boats?

Q. What happened to the boats?

A. One of the boats was sold and one boat was paid for a payment on the tractor we purchased to mow the grass and the other boats Mr. Dillehunt sold, to Mr. Zoar on Kent Island, and whether he received payment for those boats or not I don't know but I didn't receive anything for those four boats.

Q. Did Mr. Dillehunt own any other property in that sub-division?

A. Right on the other side of the road he owns five acres or approximately, give or take a little.

Q. Did that property have Bay frontage?

A. Yes, that property had nearly 400 feet of Bay frontage, nearly 3 or 400 feet of Bay front.

Q. Mr. Simpson, who put up the bulk of the money for the construction of the cottage?

A. My wife and myself.

Q. Was there ever, did Dillehunt or his wife ever acknowledge any indebtedness toward the project to you?

A. You mean for them that they owed so much money? They gave me a note for the amount of money I advanced.

Q. When did this happen?

A. October 19, 1953.

Q. Do you have that paper with you?

A. I have the paper.

Q. May I see it? How did this happen to be given?

A. Well, we felt that we had went along and we had nothing to show that we had furnished the money for the project with the Dillehunts advancing practically nothing, and we felt we should have some reasonable form of security or some paper to show, and we went to the Dillehunts and talked it over and asked for something to show we had advanced the money for the property.

Q. And as a result of your discussion was this paper writing prepared?

A. This paper writing was prepared.

Q. Who prepared it?

A. Doris Dillehunt.

Q. Whose signatures appear on that?

A. William Dillehunt, Doris Dillehunt and Richard Jean.

Q. How did Richard Jean happen to sign it?

A. He happened to be in the home at the time visiting their daughter and signed it as a witness.

Q. How was the amount that is stated therearrived at?

A. It was arrived at from the account book that we kept each day from expenses and expenditures and which were added up and totaled, and that was the amount that was arrived at from the cancelled checks and the original account book, and that was the amount that was arrived at as the amount that was owed.

Q. Were you intending by this to adjust all claims between the parties which had arisen as of October 19, 1953?

A. As of that date that note was for all claims either and all parties had against the project that we were in. That covered anything up to the time of October 19, 1953.

Q. That covered any expenditures that either you had made, either of labor or money?

A. Anything that we had contributed that covered, anything we had bought towards the project in common.

(The said note was offered in evidence and marked as "Plaintiff's Exhibit No. 3")

Q. Mr. Simpson, following October 19, 1953, did you spend any money on the property?

A. I did.

Q. What were these expenditures for?

A. Well, the expenditures was for a pump which was to bring water into the house at that time, and for taxes.

Q. How much did you spend for the pump?

A. $145.00.

Q. You had better refer to any bills or notes or anything else you have, Mr. Simpson.

A. The pump materials and wire was $200.00, $145.00 for the pump, $25.11 for the wire and $11.30 for - -

Q. Just the total amount, Mr. Simpson.

A. $200.00.

Q. What else did you spend money for on the property after this date of October 19, 1953?

A. For taxes. Taxes in 1954, $55.52, taxes on property in 1955, $64.36; taxes in 1956, $63.67.

Q. What else did you spend money on the property for?

A. I spent money for Jack Tarr for Labor and hook-up on pump which was $50.00.

Q. Anything else?

A. Grayson Jean for covering the pump and cementing the block in, $50.00, and payment to Jack Tarr for the plumbing for the septic tank that was put in was $212.20.

Q. What else, Mr. Simpson?

A. And we put furniture in the cottage, which was used furniture, of the value of $300.00.

Q. Anything else?

A. And Earle Stobbs for mowing the grass, $30.00.

Q. What else?

A. Well, I think that is it.

Q. What was the amount that you gave me for the water pump, pipe, etc.?

A. $200.00 for the water pump, pipe and accessories.

Q. How about the wiring for the pump?

A. That is included in that $200.00, water pump, pipe and accessories was included in that $200.00.

Q. Did you have any trouble with the roof?

A. I had; the roof leaked, yes.

Q. Was that fixed?

A. That was fixed.

Q. Who fixed it and how much did it cost?

A. Grayson Jean fixed it and the cost of repairing roof and installing pump house and all necessary digging was $196.00.

Q. Was that roof?

A. The roof and all of it together. The bill is not separated. It is all in one thing.

Q. Well, have you given me any of that amount in anything else?

A. No. This is all in the amount.

Q. Are there any other expenditures that you made?

A. No.

Q. Will you describe the cottage that was built?

A. Well, it is approximately 18 by 22. It contains a living room, bedroom, kitchen unit and a colored bath. It has a screened porch, a car port, cinder block construction, cement floor, insulated flat roof, containing casement windows and has a white stucco finish over smooth cement over this cinder block inside and out.

Q. What do you consider as the value of the property, together with the right-of-way and easement?

A. I consider the amount that I have advanced to it, that it would be that value.

Q. That is approximately $5,600.00?

A. I would say approximately $5,600.00, it would be valued at that value,

that it would be that value.

Q. Mr. Simpson, can this property be divided or partitioned without material loss or injury to the parties interested therein?

A. No.

Q. Why do you say that?

A. Well, it was purchased as one piece of property, the three acres and the right-of-way, and there was one improvement put on it, one cottage, so without material loss to the property I can't see how it can be divided.

Q. Do you mean because there is this one improvement on it?

A. There is one improvement that's been put on it and there is no way you can separate or divide it for the purpose of accounting.

Q. Mr. Simpson, are Mr. and Mrs. Dillehunt both adults over the age of 21?

A. Yes.

Q. Approximately how old is Mrs. Dillehunt?

A. Approximately 40 years old.

Q. And Mr. Dillehunt?

A. Approximately 43.

Q. Are either of them in the military service?

A. No.

Q. And have they been for three months prior hereto?

A. No.

Mr. Ewing: I have no further questions, Mr. Keating.

Cross Examination. By Mr. Keating.

Q. Mr. Simpson, the cottage which you have described, will you state whether or not it is built upon the land acquired by deed of April 1st, 1953 from E. and S. Builders, Inc., to Roger G. Simpson, Rose T. Simpson, his wife, and William A. Dillehunt and Doris A. Dillehunt, his wife, a certified copy of which has been filed as Plaintiff's Exhibit A?

A. I would state it was built on that.

Q. This deed calls for 2.753 acres of land, more or less?

A. Yes.

Q. What part of these 2.753 acres is the cottage erected upon?

A. It is built upon a plot 75 by 75, approximately in from the road I would say 150 feet and it is from the other end of it probably, well, approximately, well, the balance is on the other side from the front, it is approximately 50 feet.

Q. Was it contemplated that the whole numberof 17 or 18 cottages were to be placed on this 2.753 acres?

A. Yes, sir, in plots 75 by 75.

Q. Is the lot upon which the house stands one of the end lots or a middle lot?

A. No. It's closer to the middle.

Q. And you spoke in your testimony in chief of a tract of land that is owned by William A. Dillehunt, or was owned by William A. Dillehunt and his wife across the road. Did you mean across the road from this parcel which is described in Plaintiff's Exhibit A?

A. Yes, it is right directly across the road from this property.

Q. And that is slightly larger in area than the piece you got from the E. and S. Builders?

A. Yes. I don't know the exact acreage but it is slightly larger.

Q. Do you know, can you identify the parcel to which you refer as belonging to William A. Dillehunt and wife by any particular deed as to from whom he got it or when he got it?

A. Well, he bought it in a sub-division known as Bestfields. Now whom he purchased it from I can't state that fact, no. I don't know the private party that owned it but I do know he purchased it from a tract known as Bestfields, which this tract was known at the time.

Q. As to these items of cost going into the joint project, you have re-

ceipted bills that you could provide to the auditor to substantiate all these items?

A. All these claims that I made, yes, sir.

Q. Now do I understand that you feel that the amount of money that you have actually in the property, some $5,600.00, is now its present market value?

A. I feel, Mr. Keating, the way I explained, I feel that it is the value to me. I am not a real estate man. I can not set a value on the property but I certainly feel it is worth the amount of money my wife and I put into it. Now for the current value on the market I can't state that.

Q. One other equestion. When you and Mr. Dillehunt first negotiated with Mr. Easton in reference to this so-called right-of-way to the Bay, do you recall where that took place?

A. When we first negotiated with this, about the right-of-way to the Bay and the property, was in Easton's home.

Q. Where is that?

A. It is right practically on this property. It is right in front of it.

Q. And the only three present were you and Mr. Dillehunt and Easton?

A. At the time we discussed this, Dillehunt, Easton and myself was there.

Q. And then it finally culminated in the execution of this so-called deed or right-of-way, Plaintiff's Exhibit B, dated April 1st, 1953, from Easton to the four of you?

A. It culminated in this deed. This thing was settled on February 12, 1953, as I presume, when I gave him the check for the land.

Q. You personally paid for it?

A. I personally paid for it and wrote the check on my account.

Q. In this instrument the consideration is said to be $5.00 and other valuable considerations. Do you know the amount that you actually paid for it?

A. Do I know the amount I actually paid for it?

Q. Yes, could you give us that?

A. $878.86.

Q. How was that amount arrived at?

A. That was the purchase price of the acreage that Mr. Easton, and interest that he would have gained on his money by keeping it in the bank from the time he purchased it from E. and S. Builders, or created E. and S. Builders.

Q. The area was calculated, the actual area of the right-of-way, and it was calculated on that basis?

A. It was surveyed and all concerned; it was surveyed by Bartlett, and it was calculated on that, the price per acre and the interest he would have received from his money.

Q. Well, I note that in the deed of the easement there is no metes and bounds description of the right-of-way. It is said to be 25 feet in width, beginning at a point and running so and so to another point, and then 200 feet by 50 feet on the Bay Shore. How was the area in that calculated so that you could pay him 800 and some dollars for it?

A. Well, the price was calculated all together, and lot and the land all together.

Q. You mean the land where the building project was to take place, where you were going to put the 17 houses?

A. Yes.

Q. That was purchased from a concern named E. and S. Builders, Inc., and not from Easton.

A. Well, it was purchased from E. and S. Builders, but E. and S. Builders is Easton in turn, which he was the President of E. and S. Builders.

Q. You mean that the check which you have described as having given to Mr. Easton was for the purchase of the right-of-way and also for the purchase of 2.753 acres of land?

A. That's right.

Q. And Easton was in come way connected with E. and S. Builders?

A. Easton was President of E. and S. Builders. He created E. and S. Builders.

Q. Does the E stand for Easton in E. and S. Builders?

A. That I don't know, Mr. Keating. I think it does. I presume it would stand for Easton and Serno which he had in the original plan.

Q. One check was given for the purchase of the lot and the right-of-way?

A. Yes, everything, that's all the money I gave him, is for the lot and easement to the beach.

Q. Is that amount included in this amount of $4,590.96 mentioned in the certificate filed by Dillehunt and wife dated October 19, 1953, which has been introduced in evidence as Plaintiff's Exhibit 3?

A. Yes, sir.

Q. Are you able to state what other items went to make up the figure of $4,590.96?

A. Yes.

Q. Could you do that for us?

A. Yes.

Mr. Ewing: I object.

A. E. and S. Builders, $878.86, Jump Hardware and Equipment $160.00; D. Bartlett, survey, $52.00; labor, $65.15; labor $109.88; labor $6.50; Grayson Jean, labor, $82.25, Harrison Johns, $45.00; Louis Jinks for boats was first $60.00, which was a deposit, and then $385.50 for the balance, Friel Lumber Company, $1,000.00; tractor payment, $25.00; labor, $15.00; gas for car, $3.95; one axe, $3.00; boat hauling, $11.78; labor $133.48; labor, $9.50; part payment to Albert Gertz for wiring, $100.00; paint, Marbelite Paint Company, $37.07; Marbelite Company, $12.00; Jack Tarr, half payment on plumbing, $200.00; labor, $106.40; labor $7.50; Alfred Hutson, drilling well, $250.00; labor, $94.15; gas for trip to Baltimore, $5.00; tractor gas and oil, $3.06; black paint, $1.70; labor week end of May 28th, $93.81; Jump Hardware, tractor payment, $25.00; labor, $77.60; Friel Lumber Company, $250.00; labor, $14.00 and $17.50; Jack Tarr, balance on inside plumbing, $200.00; Fred Tarr for cottage and expenses; $20.00; Albert Gertz, payment in full electric wiring, $100.00; paid Jack Tarr, Jr., on account, $50.00; electric cable, $14.28; that's it.

Q. In this suit, as I understand it, Friel Lumber Company is named as defendant because it has a material men's lien for certain material furnished the property?

A. Yes.

Q. Have you verified the accuracy of that claim?

A. To the best of my knowledge, Mr. Keating, there is approximately $279.00 that we owe Mr. Friel. I am pretty sure it is correct.

Mr. Keating: I guess that's all.

Re-Direct Examination. By Mr. Ewing.

Q. Although the deed to the 2.7 acres came from E. and S. Builders, and the right-of-way from Easton, all your negotiations were carried on with Easton and the check was given to Easton, is that correct?

A. That's correct.

Mr. Ewing: I have nothing further.

MRS. ROSE SIMPSON, one of the plaintiffs in this cause, produced as a witness in her own behalf, having previously been sworn, was examined, and testified as follows:

(Questions propounded by the Examiner)

Q. Mrs. Simpson, would you please state your name and residence?

A. Mrs. Rose Simpson, 4806 39th Avenue, Sunnyside, Long Island.

Q. Now Mrs. Simpson, would you state whether or not there is any previous litigation between the same parties concerning this subject matter?

A. Previous to when we started with Mr. Ewing?

Q. Previous to the present suit.

A. No.

Direct Examination. By Mr. Ewing.

Q. Mrs. Simpson, directing your attention to the early part of 1953, did you, your husband, Mr. and Mrs. William Dillehunt enter into some type of agreement?

A. Yes.

Q. And what was your agreement that you entered into?

A. When we bought the land, we bought this land from Mr. Easton, on consideration that he would give us a right-of-way to the beach, that we were going to

build cottages and rent them so that we would have an income.

Q. And what did the Dillehunts, what part did the Dillehunts have in this?

A. Well, at the time Mr. Dillehunt didn't have any position. Mrs. Dillehunt was working, and they had a mortgage on their home and, of course, we had the money and we were to go in partnership and build these cottages and rent them to people so that they could have the use of the beach.

Q. What was the arrangement between you as far as expenses of the property was concerned?

A. The arrangement was that we were first to purchase the land. My husband would pay for it because we had the money, and then as they went along they would get their share. First they would pay for their half of the land and then as they went along conditions would get better with Mr. Dillehunt and then they would put in their share of the expenses.

Q. Did he have some invention or scheme by which he expected to be able to make enough money rather quickly to put up his share?

A. Yes.

Q. Just briefly what was that?

A. No one knows more about it than I do. Of course, he was more on the business end of it, but I believe he was selling for Mr. Friel, commission selling, and also had some other firm, I just forget the name of the concern, but he had different schemes working at the time, and I know that he must have been fairly convincing because my husband was very happy about it.

Q. And as a result of his partnership I think you referred to it as the land was purchased for development for rental properties, is that correct?

A. Yes.

Q. I show you an instrument which is marked Plaintiff's Exhibit A, entitled deed dated May 1st, 1953. Will you examine that, which is a certified copy, and tell me if that is the deed to the property that you purchased?

A. Yes.

Q. I will show you another instrument marked Plaintiff's Exhibit 3, which is entitled Grant of Easement, dated the first day of May, 1953. Will you examine that and tell me if that was a part of the same transaction?

A. Yes.

Q. Were you present at any of the negotiations in regard to the purchase of this easement and deed?

A. Yes.

Q. Do you recall where that took place?

A. Yes. Some of it was in Mr. Dillehunt's kitchen and some of it was in Mr. Easton's home, living room.

Q. Do you recall what the conversations were in regard to the deed of the 2.7 acres and the easement?

A. Yes.

Mr. Keating: I object because it hasn't shown any tendency to vary the terms of the written instrument.

Q. Was Mr. Dillehunt present at the time?

A. Yes.

Q. What were these conversations?

A. Well, the conversation was approaching Mr. Easton for the land and what we wanted it for, what the idea back of the land was for and what we were going to do with it.

Q. And what was the idea of buying the land and what were you going to do with it?

A. The buying of the land was to erect cottages and to rent them to tourists so they could enjoy the beach and boating, if necessary, and provide an income which we would share equally.

Q. Were you present at any time with Mr. Dillehunt; who was present when the easement for the beach was discussed with Mr. Easton?

A. I am not too clear on that. I know that my husband was there and that he usually told me what went on and that was the thing. We wouldn't buy the land - -

Mr. Keating: I object to what he told her.

Q. Yes. You can't testify to what your husband told you. What actually was done in furtherance of the plan, Mrs. Simpson?

A. Well, we finally got the land and the right-of-way from Mr. Easton and they went ahead to build the cottages, clear the land and build the cottages.

Q. How many cottages were actually built?

A. One and the foundation for the second.

Q. What other thing was done in furtherance of this plan of renting the cottages to vacationers?

A. Some boats were bought for six cottages.

Q. Six boats?

A. Yes.

Q. Mrs. Simpson, did there come a time when you and your husband became concerned about the amount of money that you had put into the property?

A. Yes.

Q. And as a result of that, what did you do?

A. We approached Mr. and Mrs. Dillehunt and told them that we would like a note so that we would have something to show the amount of money that we had invested in the property.

Q. Did they agree to give you a note or some paper indicating what they owed?

A. Yes.

Q. And what was taken into consideration in arriving at the figure that they finally accepted?

A. The money that we had actually put into it, the money that we had spent, the money we had put in to erect the cottage and to purchase it.

Q. Was there anything else taken into consideration?

A. No.

Q. Did you take into consideration any items Mr. Dillehunt might have expended?

A. Well, if Mr. Dillehunt had of expended any money it would have been there on the records. Everything there was there in the records.

Q. Do you know whether or not Mr. Dillehunt had expended any money?

A. Not that I know of at that time.

Q. I show you this paper dated October 19, 1953, which has been marked Plaintiff's Exhibit 3. As a result of that conversation in regard to wanting something to show for the money you had put into the property was that paper writing prepared?

A. Yes.

Q. Who prepared it?

A. Mrs. Dillehunt, Mr. Dillehunt, my husband and myself.

Q. Whose signatures appear on the paper?

A. Richard Jean and their daughter, Doris Dillehunt, and William Dillehunt.

Q. In what capacity, if you know, did Richard Jean sign the paper?

A. As a witness.

Q. Are you familiar with Mr. and Mrs. Dillehunt's signature?

A. Yes.

Q. Do you believe those signatures there, which appear to be their's, is their signature?

A. Yes.

Q. That adjusted all the claims between the parties as of that time, October 19, 1953?

A. Yes.

Q. Do you have any actual knowledge of how much he has expended?

A. Yes. A little over a thousand dollars.

Q. Will you describe just generally the property that is involved in this proceeding; that is, the beach easement, the lot itself and the improvements on the lot?

A. Well, the lot is a little less than three acres and there is a cinder block cottage, painted white, with green shutters, and the windows that open up cottage style. We have a living room, bedroom, car port and kitchen and bath room.

Q. What about the right-of-way and easement?

A. The right-of-way you go right on the road and walk down on the Easton property and through to the beach. About a ten minute walk to the beach.

Q. Mrs. Simpson, is it possible for this property, the right-of-way easement and the 2.7 acre parcel of land, to be divided or partitioned without material loss or injury to the parties interested therein?

A. No.

Q. Why do you say that?

A. Beacuse it was on land bought for a certain purpose and there is one cottage on it and it can not be partitioned in any way.

Mr. Ewing: No further questions.

Mr. Keating: I don't have any questions.

ROGER SIMPSON, one of the Plaintiffs herein, having previously been sworn and having testified, was here recalled, was further examined and further testified as follows:

Direct Examination. By Mr. Thompson.

Q. Mr. Simpson, in your last answer, as I recall it, you testified to the effect that you had given the check for this property to Mr. Easton and I wanted to clear up whether you meant that the check was made payable to Mr. Easton?

A. No. I gave the check personally to Mr. Easton, but it was made payable to E. and S. Builders.

Mr. Keating: Have you any objection to introducing this check in evidence?

Mr. Ewing: No objection.

(The said check was offered in evidence and was marked "Plaintiff's Exhibit No. D")

(Questions propounded by Mr. Ewing)

Q. Mr. Simpson, was there any money actually paid to Mr. Easton separate and distinct from this check for the right-of-way easement and the land or any other interest in the property down there?

A. There was no money paid to anyone, including Mr. Easton, except this check I just gave you that was made payable to E. and S. Builders. There was no money whatsoever given to him.

Q. It was your understanding at the time that that check covered the easement, the right-of-way and the lots?

A. That was my understanding.

Q. Had you not gotten the easement would you have purchased the lots?

Mr. Keating: I object.

A. No, sir.

Q. Why would you not have purchased the lot?

A. It would have been valueless to me because I bought it for commercial purposes tomake a living.

Q. What do you mean by commercial purposes?

A. To construct the cottages and to receive an income from the property. I bought as a business investment.

Mr. Ewing: That's all. Friel Lumber Company is made a party for the reason that it is understood they have a judgment against the property.

There being no further witnesses to be examined, the Examiner herewith makes a return, with the depositions of the respective witnesses and the costs chargeable to the parties as follows, to wit:

Examiner's Fee	$ 10.00
Stenographer's fee, for traveling expenses, taking, transcribing and postage	37.04

HOWARD WOOD

Special Examiner

Filed June

For Examiner's Exhibits A & B filed June 28, 1957 see Plaintiff's Exhibits A & B recorded above following Bill of Complaint for Sale and filed on August 6, 1956.

EXAMINER'S PLAINTIFF'S
EXHIBIT C

Filed June 28, 1957

This is to certify that William A. Dillehunt and Doris L. Dillehunt hereby acknowledge that the sum of Forty-five hundred and ninety dollars and ninety-six cents ($4590.96) has been advanced by Roger Simpson and Rose T. Simpson on the property held by the four parties above named as tenants in common, said property situate in Queen Anne's County, and further certifies that the said Roger Simpson and Rose T. Simpson are entitled to the full sum of $4590.96 aforesaid from the proceeds of sale of said property, any excess proceeds thereof to be divided equally between the four parties above named, after deduction of any then due debts against said property.

WITNESS: WILLIAM A. DILLEHUNT

RICHARD JEAN DORIS L. DILLEHUNT

October 19, 1953

EXAMINER'S
EXHIBIT D

Filed June 22, 1957

Centreville, Md. Feb. 12, 1953 No. 1

The
Centreville National Bank of Maryland

Pay to the
order of E & S BUILDERS INC. $ 878. 86/100

Eight hundred & Seventy Eight - - - - - - - - - - - -86/100 Dollars

For (2 3/4 Acres Land)

ROGER G. SIMPSON

Filed June 22, 1957

CONSENT TO DECREE

Filed July 5, 1957

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

ROGER G. SIMPSON, and
ROSE T. SIMPSON, his wife
4806 39th AVENUE
SUNNYSIDE 4, NEW YORK
PLAINTIFFS

VS. CHANCERY NO. 4062

WILLIAM A. DILLEHUNT
721 GLENWOOD AVENUE
BALTIMORE, MARYLAND, and
DORIS L. DILLEHUNT
611 S. SERRANO AVENUE
LOS ANGELES 5, CALIFORNIA, his wife

AND

THE FRIEL LUMBER COMPANY
QUEENSTOWN,
MARYLAND
DEFENDANTS

CONSENT TO DECREE

Doris L. Dillehunt, 3927 West 7th Street, Los Angeles 5, California, one of the Defendants in the above-entitled cause, acknowledges receipt of a copy of Plaintiffs' original Bill of Complaint, enters her appearance generally and for all purposes in said cause and agrees that it may be taken up and disposed of by the Court at any time the Court may deem proper, in or out of its regular oder on the docket and without further notice to Defendant, and does hereby consent to such decree as this Honorable Court may enter in the premises.

DORIS L. DILLEHUNT
Doris L. Dillehunt
Defendant

Filed July 5, 1957

PLAINTIFFS' MEMORANDUM

Filed July 23, 1957

IN THE CIRCUIT COURT
FOR
QUEEN ANNES COUNTY
IN EQUITY

ROGER G. SIMPSON and
ROSE T. SIMPSON, his wife
4806 39th AVENUE
SUNNYSIDE 4, NEW YORK

PLAINTIFFS

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DORIS L. DILLEHUNT
611 S. SERRANO AVENUE
LOS ANGELES 5, CALIFORNIA, his wife

AND

THE FRIEL LUMBER COMPANY
QUEENSTOWN, MARYLAND

DEFENDANTS

MEMORANDUM

This is an action brought by Roger G. Simpson and Rose T. Simpson, his wife, against William A. Dillehunt and Doris L. Dillehunt, now divorced, for partition of certain properties which they own in Queen Annes County, Maryland. The properties involved consisting of a fee simple deed to a parcel containing 2.753 acres in a Sub-Division known as "Vestfields" on Kent Island and an easement to use a parcel fifty (50) feet in depth by two hundred (200) feet in length along the Bay together with a right-of-way to and from the public road to the bay front. The parcel owned in fee is near but not immediately adjacent to the right-of-way, access to the right-of-way, being gained by a public road.

The Friel Lumber Company is joined as a party for the reason that it has a judgment affecting the property in the amount of Three Hundred Twenty Dollars and fifteen cents ($320.15) plus interest and costs.

All the parties to this proceeding are of full age.

There are three questions involved. These questions are: (1) Can the lands, tenements, hereditaments, or right interest or estate be divided without loss or injury to the parties interested? (Art. 16, Anno. Code Md., Sec. 170 (1951 ed.) (2) Is the right-of-way and easement to the beach an easement appurtenant which must be sold as a part of the fee estate or is this an easement in gross? (3) How much is due plaintiffs prior to distributing the proceeds of the sale equally among the owners?

The statutory requirement of a showing that the lands cannot be divided without material loss or injury to the parties has been met in this case. Mr. Oliver Jones, a witness on behalf of the plaintiff, testified at Page 4 of the transcript that it could not be divided in kind for the reason that it would not be practical to do so as the fee estate has one small house erected upon it. The testimony of the plaintiff Roger Simpson is to the same effect. At Page 15 of the transcript Mr. Simpson states that there is one improvement upon the property so that he did not see how it could be divided without material loss. Mr. Simpson's testimony was to the same effect as is seen at Page 26 of the transcript.

From the above referred to testimony there appears to be no question but that the property involved in this proceeding cannot be divided without loss or injury to the parties interested. If this is true the court should decree a sale thereof and a division of the money arising from the sale among the parties according to their respective rights. 16 Anno. Code Md., Sec. 170 (1951 ed). It also appears proper that the court should appoint trustees for the purpose of making the sale. Ayres v Ayres, 142 Md. 172; c.f. Barry v Carroll, 143 Md. 688.

The next question presented in this proceeding as is pointed out above is whether the beach easement and right-of-way thereto constitute an easement appurtenant to the fee interest or whether this is an easement in gross. If the former, the partition sale must include both the easement and fee.

The easement and the fee interest were granted to the parties by means of two instruments. It is indicated by the testimony however that the reason for this is that the fee estate was held by a corporation created by Easton (Tr. 18-19) The negotiations were carried on with Easton who was president of E & S Builders, and it is apparent that the easement and fee were considered by the parties to this proceeding as being necessary for the furtherance of their plans. (Tr. 7, 10, 11, 15, 21, 24).

It is well settled that it is proper in the determination of this question to consider the circumstances under which the easement was acquired and the intention of the parties in creating it. Plaintiffs' evidence shows that the property was purchased and the easement acquired as a part of a single transaction although the rights were created by two instruments. Their evidence also shows that the easement was necessary in order that the land purchased might be used for the purpose for which it

was granted. The Court of Appeals ruled that these matters are properly taken into consideration in determing this question in the case of Callaway v Forest Park Company, 113 Md. 1, 77A, 141 (1910). In the Callaway case the actual land deeded and the right-of-way were in one instrument in which instrument the purposes were spelled out. The court made the following statement in determining that the easement was appurtenant.

> "It remains, then, to be determined whether the easement or right of way conveyed by the deed is appurtanant to the land conveyed, or is what is sometimes called an easement in gross.
>
> It is said in 10 Am. & Eng. Enc. of Law, 405 (2nd ed): "Whether an easement in a given case is appurtenant or in gross is determined mainly by the nature of the right and the intention of the parties creating it but the Courts favor the construction of grants of these rights as appurtenant rather than in gross, and if the right in question is in its nature an appropriate and useful adjunct of the land conveyed, having in view the intention of the grantee as to its use, and there being nothing to show that the parties intended it to be a mere personal right, it should be held to be an easement appurtenant to the land, and not an easement in gross." It is stated in 14 Cyc. 1141, that: "The question whether an easement is a personal right or is to be construed to be appurtenant to some other estate must be determined by the fair interpretation of the grant or reservation, creating the easement aided if necessary by the situation of the property and the surrounding circumstances; and here, in the case of a right of way, the terminus ad quem is of especial significance." In the case of Horner vs Keene, 177 111, 390, 52 N.E., 492, the Supreme Court of Illinois said: "A right of way will never be presumed to be in gross where it can fairly be construed as appurtenant."
>
> The easement in this case, it is true, was granted to the grantee, his heirs and assigns, but it was never intended to be used except in connection with the lot of land conveyed to the grantee, and is necessary in order that the land may be used for the purposes for which it was granted.*** The land was purchased with the view of constructing thereon the necessary buildings and tanks for the proposed sewerage system, all of which would be useless without the right of way in question. Being essential to the proper enjoyment of the land granted, it should be held an easement appurtenant to the land, and as such may be recovered in an action of ejectment for the land." See also Greenwalt v Mc Carcell 178 Md. 132, 12A 2d, 522 (1940).

The fact that both instruments involved in this case are dated the same day also tends to fortify plaintiffs' contention. The instrument granting the right-of-way was recorded prior to the instrument granting the fee. This, however, would not appear to be material. The law of other jurisdictions indicates that the effect of the easement would be the same regardless of the time that it was actually recorded.

The Courts of Maryland do not appear to have directly ruled upon the question of whether or not an easement once granted as an easement in gross becomes an easement appurtenant to land after acquired by the grantee. That this is true and has been so held is shown by the case of Percival v Williams, 82 Vt. 531, 74A. 321 and by cases cited therein for example, Amidon v Harris, 113 Mass. 54. Also see Tiffany Real Property (2d ed.) Section 350. Page 1233.

This appears to be the law in Maryland. In Douglass v Rigin 123 Md. 18 (1914) there had been a deed of one-half of a lot "except ten feet, which is to be used with an additional ten feet making a twenty foot street through the entire lot". There was subsequently a deed of the remaining one-half of the lot reserving ten feet for a street whenever the grantor wished to open the same. There were later conveyances and a subsequent owner of one of the parcels obstructed part of the street by means of construction work. An injunction was brought to have the obstruction removed. The court held at Page 23 that the deeds and reservations created an easement appurtenant to the abutting land and was not an easement personal to the original grantees but passed to all subsequent grantees. In this case at the time the first deed was given the entire easement was not in existence and was only created by the subsequent conveyance. Thus, the situation is somewhat similar to the case at bar.

It is more logical to consider the easement in this case as an easement appurtenant rather than in gross. It would be illogical to believe that anyone would with to purchase a right to the water unconnected with other land. If the easement were considered as an easement in gross the weight of authority considers the easement as being "so purely personal to the original grantee as to be incapable of voluntary or involuntary transfer. Tiffany Real Property (3rd ed.) Section 761. The Courts of Maryland do not appear to have directly decided whether or not an easement in gross is transferable.

Defendants will contend that as the instrument granting the easement stated that it was to be held in severalty that a personal right to each of the parties was thereby granted.

Counsel believes that in the instrument deeding the easement to the Simpsons and Dillehunts, their heirs and assigns, in severalty, the term in severalty must be ignored. Insofar as counsel can determine, the term, if given its normal meaning, creates a legal impossibility. Blacks Law Dictionary adopts Blackstone's definition which is as follows:

> "Estate in severalty is one that is held by a person in his own right only, without any other person being joined or connected with him, in point of interest, during his estate thereon. 2 B.L. Comm. 179".

This appears to be the rule in America as is indicated by Tiffany (2d ed.) Section 190, where it is stated that normally an estate is held by one person in severalty, "that is, in his own right only, without any other person being joined or connected with him in ownership, ***". The author proceeds to discuss estates of co-ownership. We have in this instrument co-ownership vested in four people which situation would render it impossible for them to hold in severalty. As the co-owners were in fact at the time or conveyance, two husbands and their wives, the tenancy actually created is a tenancy by the entireties as to each husband and wife and tenancy in common as far as the non-family units are concerned. This is true despite Article 50 Annotated Code of Maryland (1951 ed.) Section 13, as a result of decision of the Court of Appeals holding that a conveyance to two persons who are husband and wife, are in contemplation of law, but one person, and take by the entireties. Masterson vs Masterson, 129 Md. 167 at 171, Brewer vs Bowersox, 191 Md. 567. There can be no doubt that an easement appurtenant is subject to partition proceedings brought in connection with the dominant tenament. Glen vs Davis, 35 Md. 208, 213 (1872).

It is indicated in the testimony at Page 12 of the transcript that Mr. Dillehunt owned property in this sub-dividion which had a bay frontage. If the beach easement and right-of-way thereto were considered as easements in gross they would be useless to him and his wife as individuals for the reason that they had property actually fronting upon the bay. It appears obvious that they must have considered this easement as relating entirely to the property upon which cottages were to be erected.

For the foregoing reasons it is Plaintiffs' contention that the conveyance of the easement in this case created an easement appurtenant to the real estate owned by the parties and must be considered a necessary part of the property to be sold in this proceeding.

The next question which the court may wish to determine is the respective interests of the parties in the proceeds of the sale. In view of the fact that counsel presumes that the matter will be referred to the auditor for a determination of the respective interests of the parties this question will be only briefly treated.

The acknowledgment of indebtedness by the Dillehunts appears to have been an account stated in that it attempted to adjust all claims as of that date between the parties. (Tr. page 13, 25) As this was an account stated adjusting all claims between the parties it is improper without showing of fraud or mistake to attempt to inquire into the antecedent transactions. Wathen v Pierce, 175 Md. 651, 661; Poe of Pleading, Section 128, Section 131; Stiles vs Brown, 1 Gill 350 (1853); Devecemon v Shaw, 69 Md. 199, 202 (1888). For this reason the answer to the question objected to by counsel for the plaintiff on Page 20 should not be taken into consideration as the acknowledgment itself of the indebtedness forecloses this examination.

Counsel also wishes to remark upon the objection note by counsel for the defendant at Page 8 of the transcript. The testimony which counsel for the defendant notes an objection to was elicited by him so that the testimony must stand as one cannot put in testimony and then object to his own action in putting in the testimony.

WHEREFORE counsel respectfully submits that the court should appoint trustees to sell the easement, right-of-way and fee simple parcel owned by the parties to this transaction.

Respectfully submitted,

L. CLARK EWING

J. ELMER THOMPSON

L. CLARK EWING and J. ELMER THOMPSON,
Attorneys for Plaintiff

Filed July 23, 1957

DECREE FOR SALE

Filed July 23, 1957

ROGER G. SIMPSON and ROSE T. SIMPSON, his wife Plaintiffs	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM A. DILLEHUNT, et al	*	QUEEN ANNE'S COUNTY In Equity
Defendants	*	No. 4062
	*	

********** * **********

DECREE FOR SALE

THIS CAUSE BEING ready for hearing, and being submitted for final Decree, the Bill of Complaint, Exhibits, Answers, Testimony and all other proceedings having been read and duly considered, IT IS THEREUPON, this 23rd day of July, 1957, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED, and DECREED, that the real estate described in the above entitled proceedings, in-

cluding the appurtenant easement, subject only to the use by the purchaser and his assigns and William Rex Easton and his assigns, be sold for the purpose of partition.

AND THAT L. Clark Ewing and James E. Thompson, Jr., BE AND THEY ARE hereby appointed Trustees to make sale thereof; And that the course and manner of their proceeding shall be as follows: They shall, before they proceed to make such sale, first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by them and a surety or sureties in the penalty of Seven Thousand ($7,000.00) Corporate surety and in double that amount if personal sureties, conditioned for the faithful performance of the trust reposed in them by this decree or which may be reposed in them by any future order or decree passed in the premises, which said Bond shall be approved by one of the Judges of the said Circuit Court, or by the Clerk of the Circuit Court for Queen Anne's County. The said Trustees shall then proceed to make said sale, having given at least three weeks' previous notice by advertisement inserted in some newspaper or newspapers printed and published in Queen Anne's County, and such other manner as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on the day of sale, with the balance of said purchase money payable on the day of final ratification of said sale, or all cash on day of sale 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 Trustees. That as soon as convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceeding 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 Trustees are 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 claims of the parties to this cause.

And the said Trustees shall bring into Court the money arising from the sale of the said lands and premises, to be distributed under the direction of this Court, after deducting the costs of suit and such commissions to the said Trustees as the Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

The determination of the amount due Roger G. Simpson & Rose T. Simpson, his wife, and the amount due Friel Lumber Company is reserved for future determination in the audit.

WM. R. HORNEY
Wm. R. Horney
Judge

Filed July 23, 1957

BOND

Filed Aug. 27, 1957

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

HARTFORD ACCIDENT AND INDEMNITY COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, James E. Thompson, Jr. and L. Clark Ewing, Trustees, as principals, and Hartford Accident and Indemnity Company, Inc., a body corporate of the State of Connecticut, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and No/100 ($7,000.00) Dollars, current money of the United States to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we hereby bind ourselves, our and each of our heirs, administrators, executors and successors in the whole and for the whole jointly and severally, firmly by these presents sealed with our seals and dated this 27th day of August in the year Nineteen Hundred and Fifty-seven.

Whereas, the said James E. Thompson, Jr. and L. Clark Ewing, Trustees, under and by virtue of a decree for sale passed by the Circuit Court for Queen Anne's County, in Equity, the 23rd day of July, 1957, a cause entitled Roger G. Simpson and Rose T. Simpson vs. William A. Dillehunt, et al, in Chancery Cause No. 4062, are about to make sale of the real estate which was the subject of said proceedings.

Now the condition of the above obligation is such that if the above bounden James E. Thompson, Jr. and L. Clark Ewing do, and shall well and faithfully fulfill any order or decree which shall be made by said Court in said cause, 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

BEVERLY C. LARRIMORE	as to	JAMES E. THOMPSON, JR. James E. Thompson, Jr.	(SEAL)
BEVERLY C. LARRIMORE	as to	L. CLARK EWING L. Clark Ewing	(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

L. H. MEREDITH as to BY: WILLIAM M. FREESTATE (SEAL)

Corporate Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Aug. 27, 1957.

T. SORDEN PIPPIN
Clerk

Certified copy of Power of Attorney attached hereto.

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 251, 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-seventh day of August, in the year nineteen hundred and fifty-seven.

Place of SEAL.

T. SORDEN PIPPIN Clerk

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF
TRUSTEES' SALE

Filed Aug. 28, 1957

TRUSTEES SALE

OF
VALUABLE REAL ESTATE
AND
RESIDENTIAL PROPERTY

With Beach Rights
Located on Kent Island

The undersigned trustees, by virtue of a decree by the Circuit Court for Queen Anne's County, in Equity, passed July 23rd, 1957, in Cause No. 4062 in said Court, will offer to sell at public sale, to the highest bidder, in front of the Court House door, Centreville, Maryland, on

TUESDAY, AUGUST 27, 1957

commencing at 1:30 o'clock p.m. (D.S.T.) all of the following described real estate:

ALL that lot or parcel of land, situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, on Kent Island, being a part of the former lands of J. P. W. Vest called or known as "Vestfields", said lot or parcel being bounded on the north by a forty foot way used in common between the several lands all of which are parts of the aforesaid "Vestfields", on the west by the lands of E. & S. Builders, Inc., and on the south and east by the Vest lands, and more particularly described according to a plat and Certificate of Survey made by John W. Williams, Surveyor, in March, 1953, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior to the hereinafter mentioned deed as follows:

BEGINNING for the same at a concrete monument bearing south eight-four degrees and eighteen minutes east (S84° 18' E) and four hundred and forty-eight feet (448) more or less from a concrete monument set on the southeasterly line of the aforesaid forty foot way at the intersection of the southeasterly line of said way and the projection of a line of division between tracts Numbers three and four of the Vestfield lands as shown on a plat recorded in the Land Records of Queen Anne's County in Liber T. S. P. No. 3, folio 237, and running thence by and with the Vest lands south eighty-four degrees eighteen minutes east (S84° 18'E) two hundred sixty-eight and fifteen one-hundredths feet (268.15 ft.) to a concrete monument, thence by and with the Vest lands north six degrees twenty-nine minutes east (N6° 29'E) five hundred six and sixty-six one hundredths feet (506.66 feet) to a concrete monument on the southerly line of the aforementioned forty foot way; thence by and with said way south seventy-one degrees forty-six minutes west (S71° 46'W) two hundred ninety-five and no one-hundredths feet (295.00 feet) to a concrete monument on the southerly line of the aforementioned way; thence by and with the lands of E & S. Builders, Inc., south six degrees twenty-nine minutes west (S6° 29'West) three hundred eighty-eight and seventeen one-hundredths feet (308.17 feet) to the place of beginning. Containing 2.753 acres of land, more or less.

BEING the same and all of the land granted and vonveyed unto Roger G. Simpson and Rose T. Simpson, wife, wife, and William A. Dillehunt and Doris L. Dillehunt, his wife, by E. & S. Builders, Inc., by deed dated April 1st, 1953, recorded in Liber T. S. P., No. 11, folio 472, a Land Record Book for Queen Anne's County.

I M P R O V E M E N T S

Said real estate is improved by a cinder block cottage approximately 18' x 22', which contains a living room, bedroom, kitchen unit and bath; it has a screened

porch and carport.

Together with a right-of-way or road 25 feet in width, beginning at the private roadway shown on the plat of the lands of said Grantor recorded in Liber T. S. P. No. 4, folio 195, said point of beginning being at the concrete monument between the division line of the lands of the said grantor and The Hoffman Awning Co., and running parallel with an abutting said division line to the waters of the Chesapeake Bay, thence in a northeasterly direction parallel with and abutting said waters of the Chesapeake Bay a distance of 200 feet with a depth of 50 feet; it being the intention hereof to convey to said grantee a right-of=way to the Chesapeake Bay together with the use of 200 feet by 50 feet of that part of the beach belonging to said grantor.

SUBJECT, nevertheless, to the understanding that the owners from time to time of all premises abutting said right-of-way and/or owners of other premises who shall at any time hereafter have the right to use said right-of-way, and shall use said right-of-way, shall contribute or pay from time to time in equal proportions per premises the costs of constructing, maintaining and repairing said right-of-way.

BEING the same Grant of Easement made to Roger G. Simpson and Rose T. Simpson, his wife, and William A. Dillehunt and Doris L. Dillehunt, his wife, by William Rex Easton by Grant of Easement dated April 1st, 1953, recorded April 6th, 1953, in Liber T. S. P. No. 10, folio 3, a Land Record Book for Queen Anne's County.

TERMS OF SALE

Entire purchase price may be paid in cash on day of sale or one-third of purchase money shall be paid in cash on day of sale, the balance on final ratification of sale by said Court; said balance to bear interest at the rate of 6% from day of sale and to be secured to the trustees' satisfaction. Full possession will be given to the purchaser on final ratification of sale and payment of purchase price in full. Taxes and all other public charges to be adjusted to the date of sale. Title papers, revenue stamps, cost of recording deed and all other expenses of transfer to be at purchaser's expense.

JAMES E. THOMPSON, JR.
L. CLARK EWING
Trustees

Wm. J. Barcus, Jr., Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 28, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the advertisement of Trustees' Sale in the case/estate of Roger G. Simpson, et ux, vs William A. Dillehunt, et al, Chancery Cause No. 4062 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 4 successive weeks before the 22nd day of August, 1957, and that the first insertion of said advertisement in said QUEEN ANNES RECORD-OBSERVER was on the 1st day of August 1957, and the last insertion on the 22nd day of August, 1957

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

BY EVELYN D. JONES
Evelyn D. Jones

Filed Aug. 28, 1957

REPORT OF SALE

Filed Aug. 30, 1957

ROGER G. SIMPSON, and ROSE T. SIMPSON, his wife Plaintiffs vs. WILLIAM A. DILLEHUNT, et al Defendants	* * * * * * * * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4062

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of the real estate made in this cause by L. Clark Ewing and James E. Thompson, Jr., the Trustees appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 23rd day of July, 1957, your Trustees filed a bond in this cause in the penalty of Seven Thousand Dollars ($7,000.00), with corporate surety thereon, which said bond

was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said decree, your Trustees advertised the time, place, manner and terms of sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three (3) successive weeks prior to August 27th, 1957, as will appear by reference to the certificate of advertisement of sale heretofore filed in this cause.

3. That your Trustees pursuant to said advertisement, at 1:30 o'clock, P.M., (D.S.T.) on Tuesday, August 27th, 1957, in front of the Court House door, offered the real estate described in said advertisement for sale at public auction by William J. Barcus, Jr., Auctioneer; said advertisement had been fully read by James E. Thompson, Jr.

4. That at the time and place aforesaid the highest bid for said real estate was Three Thousand Five Hundred Dollars ($3,500.00), and, in accordance with the decree of this Honorable Court, said real estate was sold to Roger G. Simpson and Rose T. Simpson, his wife, at and for the said sum of Three Thousand Five Hundred Dollars ($3,500.00), the highest bid therefor, subject to the ratification of this sale by this Honorable Court; and said buyers have paid the sum of One Thousand Two Hundred Dollars ($1,200.00) in cash and secured the balance or Two Thousand Three Hundred Dollars ($2,300.00) to the satisfaction of your Trustees upon the advertised terms of sale.

5. That your Trustees believe that said price is the best price obtainable for the property.

Respectfully submitted,

L. CLARK EWING
L. Clark Ewing

JAMES E. THOMPSON, JR.
James E. Thompson, Jr., Trustees

STATE OF MARYLAND)
) TO WIT:
TALBOT COUNTY)

I HEREBY CERTIFY, that on this 29th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared L. Clark Ewing, and made oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein set forth and that the sale therein reported was fairly made.

NOTARY
PUBLIC
SEAL.

H. H. MOFFETT
Notary Public

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

I HEREBY CERTIFY, that on this 30 day of August, 1957, before me, the Clerk of the Circuit Court for Queen Anne's County, State of Maryland, personally appeared James E. Thompson, Jr., and made oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein set forth and that the sale therein reported was fairly made.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County

Filed Aug. 30, 1957

ORDER NISI

Filed Aug. 30, 1957

NISI

Roger G. Simpson and Rose T. Simpson, his wife, Plaintiffs	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
	:	IN EQUITY
William A. Dillehunt, Doris L. Dillehunt, The Friel Lumber Company Defendants.	:	NO. 4062

ORDERED, this 30th day of August, 1957, that the sale of real estate made and reported in this cause by L. Clark Ewing and James E. Thompson, Jr., Trustees, be ratified and confirmed, on or after the 27th day of September next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 5th day of September 1957, and ending on the 19th day of September 1957.

The report states the amount of sales to be $3,500.00.

T. SORDEN PIPPIN Clerk

Filed: Aug. 30, 1957

CERTIFICATE OF PUBLICATION
OF ORDER OF NISI

Filed Oct. 1, 1957

NISI

Roger G. Simpson and
Rose T. Simpson, his wife
Plaintiffs
vs.
William A. Dillehunt
Doris L. Dillehunt
The Friel Lumber Company
Defendants

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

No. 4062

ORDERED, this 30th day of August, 1957, that the sale of real estate made and reported in this cause by L. Clark Ewing and James E. Thompson, Jr., Trustees, be ratified and confirmed, on or after the 27th day of September, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 5th day of September, 1957, and ending on the 19th day of September, 1957.

The report states the amount of sales to be $3,500.00.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk
Filed: Aug. 30, 1957.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 1, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of Roger G. Simpson and Rose T. Simpson his wife Plaintiffs vs. William A. Dillehunt Doris L Dillehunt The Friel Lumber Co. Defendants 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 3 successive weeks before the 27th day of September, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of September 1957 and the last insertion on the 19th day of September, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Oct. 1, 1957

FINAL ORDER OF
RATIFICATION

Filed Oct. 1, 1957

ROGER G. SIMPSON, and ROSE T. SIMPSON, his wife Plaintiffs vs. WILLIAM A. DILLEHUNT, et al Defendants	* * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4062

* * * * * * * * * * * *

FINAL ORDER OF RATIFICATION

ORDERED this 1st day of October, 1957, 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 L. Clark Ewing and James E. Thompson, Jr., Trustees, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been given as required by the preceding Order Nisi; and the Trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers for to the auditor.

WM. R. HORNEY
Judge

Filed: October 1, 1957

AUDIT

Filed Oct. 15, 1957

ROGER G. SIMPSON, and ROSE T. SIMPSON, his wife	*	IN THE
Plaintiffs	*	CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
WILLIAM A. DILLEHUNT, et al		
Defendants	*	In Equity No. 4062

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully sets forth:

1. That this account is stated at the request of L. Clark Ewing and James E. Thompson, Jr., Trustee, who were duly appointed the same by order of this Court of July 23, 1957, to make sale of the real estate sold in this cause and disburse the proceeds received therefrom.

2. That in the within account, said Trustees, are charged with the total proceeds of sale of the real estate sold in this cause, and thereafter is allowed all expenses not personal for which proper vouchers were produced, as well as, their commissions for making the sale and the cost for stating this account.

3. That after the cost of this procedure was allowed your auditor directed that the judgment of Friel Lumber Company, against Roger G. Simpson and Rose T. Simpson, his wife, and William A. Dillehunt and Doris L. Dillehunt, his wife, and the cost's for obtaining the same be paid first from the net proceeds of sale; and the balance was directed to be paid to Roger G. Simpson and Rose T. Simpson, his wife, since from the proceedings it appears that even a greater sum was due them by William A. Dillehunt and Doris L. Dillehunt, his wife, in the join enterprise concerning the real estate sold by the Trustees in this cause.

Respectfully submitted,

J. THOMAS CLARK
Auditor

October 12, 1957.

Filed Oct. 15, 1957

Cause No. 4062

The proceeds of the sale of land reported in this cause, in account with L. Clark Ewing and James E. Thompson, Jr., Trustees, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1957 July 23	By gross proceeds of the sale of said land, per report of resale of said vendors, to wit:.....	$ 3,500.00
	By interest on unpaid balance of purchase price per statement of said vendors, to wit:.....	11.50
	By total proceeds of sale, the sum of.....	$ 3,511.50

Dr.

To L. Clark Ewing and James E. Thompson, Jr., trustees (and vendors) for their commissions for making said sale, per order of Court, to wit:.....$325.58

To do., for court costs due in this cause, per statement of the Clerk's exhibited, to wit:

Costs of T. S. Pippin, Clerk.....	$103.50
Costs of H. Wood, Examiner.....	10.00
Costs of E. Gretzinger, Reporter...	37.04
Fees of Sheriff of Baltimore City..	4.85

Fees of Sheriff of Queen Anne's County.....	2.45	
Witness fee for Grayson Jean.....	.75	
Appearance fee of L. Clark Ewing and James E. Thompson, Jr.,Attys....	10.00	
Appearance fee of Thomas J. Keating, Jr., Robert L. Sullivan, Jr., and Turner & Turner, Attys.....	10.00	178.59
To do., for an amount paid Wm. Freestate Agency, Agent, on the trustees' corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:.....		28.00
To do., for an amount paid W. J. Barcus, Jr. auctioneer, for crying sale, per his receipt for the same exhibited, to wit:.....		35.00
To do., for amounts paid Queen Anne's Record-Observer, per ceipts for same exhibited, to wit:		
For publishing notice of sale.....	$121.00	
For publishing nisi of sale.....	9.00	130.00

October 12, 1957

J. THOMAS CLARK
Auditor

To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for the vendors share of the 1957 taxes on the real estate sold in this cause per statement of vendors.....	64.76
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....	7.50
To J. Thomas Clark, auditor, for stating this audit, the sum of.....	45.00
To balance to be carried forward for distribution.....	2697.07
	$3511.50 $3511.50

October 12, 1957

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward.....	$2697.07
To Turner & Turner, Attorneys for Friel Lumber Company in its judgment obtained in The Circuit Court For Queen Anne's County (Law No. 1002) against Roger G. Simpson and Rose T. Simpson, his wife, and William A. Dillehunt, and Doris L. Dillehunt, his wife, as payment in full of the same per receipt of said Attorneys exhibited, and allowed per order of this Court, the sum of..	$ 332.63
To do., for an amount paid T. Sorden Pippen, Clerk, for the Court costs in case of Friel Lumber Company vs. Roger T. Simpson and Rose T. Simpson, his wife, and William A. Dillehunt and Doris L. Dillehunt, his wife, being Law No. 1002 and includes costs of release of aforesaid judgment, per receipt for the same exhibited, to wit.....	17.15
To do., for an amount due T. Sorden Pippin, Clerk, in case of Friel Lumber Company vs. Roger G. Simpson and Rose T. Simpson, his wife, and William A. Dillehunt and Doris L. Dillehunt, his wife, being Law No. 1003, per statement of Clerk's exhibited, to wit.....	10.80
To balance to Roger G. Simpson and Rose T. Simpson, his wife, the same being due them as funds advanced by them in excess	

to those advanced by William A. Dillehunt and Doris L. Dillehunt, his wife, in their joint enterprise of the real estate sold in this case..... 2336.49

$2697.07 $2697.07

J. THOMAS CLARK
Auditor

October 12, 1957

Filed October 15, 1957

NISI RATIFICATION
OF AUDIT

Filed Oct. 15, 1957

NISI RATIFICATION OF AUDIT

Roger G. Simpson and Rose T. Simpson, his wife, Plaintiffs	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
VS.	
William A. Dillehunt, et al., Defendants	CAUSE NO. 4062

ORDERED, This 15th. day of October in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th. day of November, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 1st. day of November, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed October 15, 1957

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT

Filed October 15, 1957

NISI RATIFICATION OF AUDIT

Roger G. Simpson and
Rose T. Simpson, his wife,
Plaintiffs
vs.
William A. Dillehunt, et al.,
Defendants

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

Cause No. 4062

ORDERED, This 15th day of October, in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of November, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of November, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed October 15, 1957
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 4, 1957

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 Roger G. Simpson Et al Vs. William A. Dillehunt, et al. 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 2 successive weeks

before the 1th day of November, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of October 1957, and the last insertion on the 24th day of October, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed October 15, 1957

RATIFICATION OF AUDIT

Filed Dec. 4, 1957

ROGER G. SIMPSON and ROSE T. SIMPSON, his wife	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM A. DILLEHUNT, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	In Equity
	*	No. 4062

********** **********

RATIFICATION OF AUDIT

ORDERED this 4th day of December, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account filed in these proceedings by J. Thomas Clark, 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 are directed to apply and distribute the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

EDWARD D. E. ROLLINS.
JUDGE

Filed Dec. 4, 1957

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this thirteenth day of August in the year nineteen hundred and fifty-seven, the following Petition was filed for record, to wit:

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON, STEPHEN KIRK WILSON, LAUREN HALL WILSON and MARCIA FITCH WILSON Centreville, Maryland Infants	: : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

. . . . . .

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Kenneth Wilson and Louise F. Wilson, natural guardians of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, Petitioners, by Thomas J. Keating, Jr., and Piper and Marbury, Solicitors, respectfully represent:

1. That Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson are the children of your petitioners; that they are all infants, and that they are the only children of your petitioners. The dates of birth of said infants are Cecily Louise Wilson November 14, 1937; Stephen Kirk October 28, 1939; Lauren Hall February 8, 1946; Marcia Fitch January 3, 1948.

2. That all of said infants reside in Queen Anne's County, Maryland, and that there is no guardian of the property of said infants appointed in this jurisdiction.

3. That by virtue of a certain agreement dated July 22, 1937, a copy of said agreement is filed herewith and marked "Exhibit 1", the said infants (and certain other individuals similarly situated) are entitled to certain rights and property, and in particular the right to purchase certain of the stock in Julius Forstmann & Co., Inc. and Forstmann Woolen Co. in the event that stock which is subject to that agreement is offered for sale to other parties.

4. That similar rights were also given the said infants by Clause Tenth II of the will of the late Julius Forstmann a copy of said Clause of said will is filed herewith and marked "Exhibit 2".

5. That Louise F. Wilson is an owner of or has an interest in part of the shares of stock of Forstmann Woolen Co. and Julius Forstmann & Co., Inc., which are subject to the said agreement of July 22, 1937, and to said Clause Tenth II of the will of the late Julius Forstmann.

6. That an offer has been made to all of the stockholders of Julius Forstmann & Co., Inc. and Forstmann Woolen Co. (other than Julius Forstmann & Co., Inc.) by J. P. Stevens & Co., Inc., dated July 3, 1957, a copy of said offer is filed herewith marked "Exhibit 3".

7. That an agreement has been executed dated July 6, 1957, by and between all of the stockholders of Julius Forstmann & Co., Inc. and Forstmann Woolen Co. (other than Julius Forstmann & Co., Inc.), by which among other things, they agreed to accept said offer and to sell all said stock, a copy of said agreement is filed herewith, and marked "Exhibit 4".

8. That an offer has been made to said infants among others by its present owners to sell to said children that stock in Forstmann Woolen Co. and Julius Forstmann & Co., Inc., which is subject to said Clause Tenth II of the will of Julius Forstmann and said agreement of July 22, 1937, a copy of said offer is filed herewith and marked "Exhibit 5".

9. That no dividends have been paid on the shares of stock of Forstmann Woolen Co. or the Julius Forstmann & Co., Inc. for a period of two years.

10. That as appears from the said offer of J. P. Stevens & Co., Inc., "Exhibit 3", that Company has the right to refuse to purchase any of the stock of Forstmann Woolen Co. or the Julius Forstmann & Co., Inc., unless all of said stock is sold to it, and accordingly if the option to buy certain of the stock of Forstmann Woolen Co. or Julius Forstmann & Co., Inc., as given to said infants and others by said 1937 agreement or under said Clause Tenth II of the will of the late Julius Forstmann, is exercised on their behalf as to any of said stock then J. P. Stevens & Co., Inc. might reject and refuse to buy any of the stock in Forstmann Woolen Co. or Julius Forstmann & Co., Inc.

11. Said infants, individually and collectively, have not sufficient financial means to meet the said offer of J. P. Stevens & Co., Inc., and it would not be to the best interest of the infants to buy stock in either Forstmann Woolen Co. or Julius Forstmann & Co., Inc.

12. That all property and securities owned by said infants are held by Kenneth Wilson and Louise F. Wilson as natural guardians of said infants or by Kenneth Wilson, guardian of said infants, appointed such by the Surrogate Court of Essex County, New Jersey, on the 26th day of September, 1950, at a time when said infants were domiciled in that County.

13. That in order to reject the offer set forth in "Exhibit 5" it will be necessary under said 1937 agreement and Clause Tenth II of the will of Julius Forstmann that a guardian or trustee be appointed to do so and that as Kenneth Wilson and Louise F. Wilson are parties to the agreement of July 6, 1957, "Exhibit 4" and

also to the offer "Exhibit 5", it is believed that the guardian or trustee appointed to reject said offer should be someone other than Kenneth Wilson or Louise F. Wilson and should be appointed for the sole purposes of rejecting said offer and protecting the rights of said infants under said 1937 agreement and under Clause Tenth II of the will of Julius Forstmann.

WHEREFORE, your Petitioners pray this Honorable Court to:

(1) Pass an order appointing some suitable person of Queen Anne's County, Maryland, guardian and trustee of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, for the sole purpose of protecting the rights of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, under the said agreement of July 22, 1937, and Clause Tenth II of the will of the late Julius Forstmann, and that said guardian and trustee be authorized to act upon the said offer and that he be directed and ordered to decline to exercise any and all rights and options to purchase the stock of Forstmann Woolen Co. and Julius Forstmann & Co., Inc., which he might have under said agreement and said will, and particularly to refuse the offer set forth in "Exhibit 5" filed herewith on behalf of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson.

(2) That this Court order that said infants be notified of this proceeding by having a copy of this petition served on each of said infants by leaving such copy with an adult with whom said infants reside other than Kenneth Wilson or Louise F. Wilson.

(3) And for such other and further relief as the Court may deem proper.

AND, as in duty bound, etc.

KENNETH WILSON
Kenneth Wilson

LOUISE F. WILSON
Louise F. Wilson

Petitioners

THOS. J. KEATING JR.
Thomas J. Keating, Jr.
Telephone Centreville 79-W

PIPER AND MARBURY
Piper and Marbury

Solicitors for Petitioners

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

THIS IS TO CERTIFY that on this 13th day of August, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Kenneth Wilson and Louise F. Wilson, Petitioners, and to me known to be such, and they each made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal the day and year herein last above written.

MARCY FOSTER COLLIER
Notary Public

My commission expires: 5-4-59

Filed August 13, 1957

EXHIBIT NO. 1

Filed Aug. 13, 1957

Agreement dated July 22, 1937

Filed Aug. 13, 1957

THIS AGREEMENT, made as of the 22nd day of July, 1937, between JULIUS FORSTMANN, of the Township of Denning, Ulster County, State of New York, (formerly of the City of Passaic, County of Passaic and State of New Jersey), ADOLFINE FORSTMANN, of the Township of Denning, Ulster County, State of New York, REINHOLD H. FORSTMANN, of Montclair, Essex County, State of New Jersey, CURT E. FORSTMANN, of Montclair, Essex County, State of New Jersey, JULIUS G. FORSTMANN, of the City and State of New York, LOUISE FORSTMANN WILSON, of the City and State of New York, KATHRYN S. FORSTMANN, of Montclair, Essex County, State of New Jersey, ELIZABETH A. FORSTMANN, of Montclair, Essex County, State of New Jersey, DOROTHY FORSTMANN, of the City and State of New York, KENNETH WILSON, of the City and State of New York, and FIDELITY UNION TRUST COMPANY, a corporation of the State of New Jersey, having its principal office in the City of Newark in the said state:

W I T N E S S E T H:

WHEREAS, JULIUS FORSTMANN and FIDELITY UNION TRUST COMPANY entered into

an agreement on the 15th day of March, 1921 by the terms of which said JULIUS FORSTMANN created a trust of which said FIDELITY UNION TRUST COMPANY was and is the trustee for the benefit of said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN, and LOUISE A FORSTMANN (Now LOUISE FORSTMANN WILSON) and of CARL FORSTMANN since deceased; and

WHEREAS, by an agreement dated December 20, 1927, REINHOLD H. FORSTMANN conveyed to JULIUS FORSTMANN and FIDELITY UNION TRUST COMPANY, as trustees, the right vested in him by the said agreement of March 15, 1921, to have the income from the corpus of the trust created by the said agreement for his benefit paid over to him after he should have attained the age of twenty-five (25) years and until he should attain the age of thirty (30) years together with the right vested in said REINHOLD H. FORSTMANN by said agreement of March 15, 1921, to have the corpus of said trust paid over to him when he should have attained the age of thirty (30) years; and

WHEREAS, by an agreement dated December 20, 1927, CURT E. FORSTMANN conveyed to JULIUS FORSTMANN and FIDELITY UNION TRUST COMPANY, as trustees, the right vested in him by the said agreement of March 15, 1921, to have the income from the corpus of the trust created by the said agreement for his benefit paid over to him after he should have attained the age of twenty-five (25) years and until he should have attained the age of thirty (30) years together with the right vested in said CURT E. FORSTMANN by said agreement of March 15, 1921, to have the corpus of said trust paid over to him when he should have attained the age of thirty (30) years; and

WHEREAS, under date of March 29, 1928, CURT E. FORSTMANN ratified and confirmed the said agreement of December 20, 1927; and

WHEREAS, by an agreement dated August 12, 1933, JULIUS G. FORSTMANN conveyed to JULIUS FORSTMANN and FIDELITY UNION TRUST COMPANY, as Trustees, the right vested in him by the said agreement of March 15, 1921, to have the income from the corpus of the trust created by the said agreement for his benefit paid over to him after he should have attained the age of twenty-five (25) years and until he should have attained the age of thirty (30) years together with the right vested in said JULIUS G. FORSTMANN by said agreement of March 15, 1921, to have the corpus of said trust paid over to him when he should have attained the age of thirty (30) years; and

WHEREAS, by an agreement dated March 11, 1932, between JULIUS FORSTMANN, ADOLFINE FORSTMANN, and FIDELITY UNION TRUST COMPANY, additional trusts were created for the benefit of REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE A. FORSTMANN (now LOUISE FORSTMANN WILSON); and

WHEREAS, by three (3) separate agreements dated December 31, 1934, between JULIUS FORSTMANN and FIDELITY UNION TRUST COMPANY, three (3) additional trusts were created, one each for the benefit of REINHOLD H. FORSTMANN, CURT E. FORSTMANN and JULIUS G. FORSTMANN; and

WHEREAS, by three (3) separate agreements dated December 31, 1934, between ADOLFINE FORSTMANN and FIDELITY UNION TRUST COMPANY, three (3) additional trusts were created, one each for the benefit of REINHOLD H. FORSTMANN, CURT E. FORSTMANN and JULIUS G. FORSTMANN; and

WHEREAS, a portion of the corpus and/or accumulated income of each of the trusts created as aforesaid consists of stock in FORSTMANN WOOLEN CO. and/or JULIUS FORSTMANN & CO., INC., both corporations of the State of Delaware; and

WHEREAS, KATHRYN S. FORSTMANN, ELIZABETH A. FORSTMANN, and DOROTHY FORSTMANN, as the respective wives of REINHOLD H. FORSTMANN, CURT E. FORSTMANN and JULIUS G. FORSTMANN, and KENNETH WILSON, as the husband of LOUISE FORSTMANN WILSON, have, or may have, contingent remainder interests under certain of the foregoing trust agreements; and

WHEREAS, it is the desire of each of the parties hereto to enter into an agreement by which the parties to this agreement, shall mutually bind themselves, at any time after the distribution of any such shares to them, not to sell or dispose of the same without first giving to REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON an opportunity to purchase the same;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and of other good and valuable considerations, the parties hereto agree as follows:

FIRST: If at any time, and from time to time, any shares of the stock of FORSTMANN WOOLEN CO. and/or JULIUS FORSTMANN & CO., INC. (both corporations of the State of Delaware) and/or of any corporation or corporations which shall have succeeded to the business of said FORSTMANN WOOLEN CO. and/or JULIUS FORSTMANN & CO., INC. in a corporate reorganization, shall be distributed to any party to this agreement by reason of the fact that such party is a beneficiary or remainderman of any of the trusts mentioned in the preamble of this agreement, then the trustees of such trust shall deliver said shares to the said party entitled thereto only upon the condition that if said party shall at any time, and from time to time, during the lives of REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN, and/or LOUISE FORSTMANN WILSON, or any of them, or the children of said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, desire to sell or otherwise dispose of all or any part of said shares or any other shares for which said shares shall have been exchanged in a corporate reorganization, such party shall first offer said shares to REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN, LOUISE FORSTMANN WILSON, and to the children of said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, or such of them as is then living, at the same price and upon the same terms as any other person or persons shall have offered to buy said shares from said party; provided, however, that if said shares shall be offered as herein directed to said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN, LOUISE FORSTMANN WILSON, and the said children of REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, and said offer is not ac-

cepted within sixty (60) days, said party may sell said shares or any part thereof upon the terms and for the consideration named in said offer, and the person or persons purchasing said shares shall take the same free from the limitations of this agreement. If any such party desires to sell or otherwise dispose of all or any part of said shares and shall not have received an offer to buy said shares, he shall first, before offering to sell the same to any person or persons other than REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN, LOUISE FORSTMANN WILSON, and the children of said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, offer to sell the same to REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN, LOUISE FORSTMANN WILSON, and to the children of said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, stating in the offer the price and the terms thereof. REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, and the children of REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, shall have the right to accept said offer within sixty (60) days. If within sixty (60) days, they or any of them indicate in writing that they desire to purchase said shares, but at a price other than that named in the offer, they shall, at the same time that they so indicate their desire to purchase, appoint an arbitrator to determine the fair value of said shares. Within thirty (30) days thereafter, the party who shall have indicated his or her desire to sell shall appoint an arbitrator. If within thirty (30) days after the appointment of the second arbitrator, the two arbitrators are unable to agree upon a value, they shall select a third arbitrator and the three arbitrators shall within thirty (30) days after the selection of the third arbitrator render a decision as to the fair value of said shares, which decision shall be final and conclusive. The persons who shall have indicated their desire to purchase shall have sixty (60) days after the date of any such decision within which to pay for such shares. The expenses of any such arbitration shall be borne one-half by the party offering to sell such shares, and the other half by those persons who shall have indicated their desire to purchase said shares. If within sixty (60) days after any such offer to sell shall have been made, said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN, LOUISE FORSTMANN WILSON and the children of REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, or any of them, do not accept said offer or indicate their desire to purchase said shares, said party may sell said shares or any part thereof to any person or persons, and the person or persons purchasing said shares shall take the same free of the limitations contained in this agreement. Before distributing any certificates for any shares of said stock, during the lives of said REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, or any of them, or the children of REINHOLD H. FORSTMANN, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, the trustees for said trusts shall cause an appropriate legend to be stamped or printed on such certificate, referring to the restrictions and conditions contained in this agreement.

SECOND: To the extent that this agreement is inconsistent with the provisions of any of the agreements mentioned in the preamble hereof, and to the extent that the parties hereto have the right to amend said agreements, said agreements are hereby amended, provided, however, it is understood and agreed that the terms of this agreement shall be binding only upon the parties hereto and shall not be construed as placing any restrictions or limitations on the sale of stock by any person or persons other than the parties hereto, to whom stock may be distributed pursuant to the terms of the trust agreements mentioned in the preamble hereof.

IN WITNESS WHEREOF, the individual parties hereto have hereunto affixed their hands and seals as of this 22nd day of July, 1937, and FIDELITY UNION TRUST COMPANY has caused these presents to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the same date.

Julius Forstmann (L.S.)

Adolfine Forstmann (L.S.)

Reinhold H. Forstmann (L.S.)

Curt E. Forstmann (L.S.)

Julius G. Forstmann (L.S.)

Louise Forstmann Wilson (L.S.)

Kathryn S. Forstmann (L.S.)

Elizabeth A. Forstmann (L.S.)

Dorothy Forstmann (L.S.)

Kenneth Wilson (L.S.)

FIDELITY UNION TRUST COMPANY

By: L. G. McDouall
Vice President

ATTEST:

C W Clark
Asst Secretary

(SEAL)

(ACKNOWLEDGEMENTS OMITTED)

EXHIBIT No. 2

Filed August 13, 1957

Clause Tenth II of the Last Will and
Testament of Julius Forstmann, deceased
(admitted to probate on November 6, 1939 by
the Surrogate's Court of Ulster County, New York)

II. Anything to the contrary herein contained notwithstanding, if at any time, and from time to time, any shares of the stock of FORSTMANN WOOLEN CO., and/or JULIUS FORSTMANN & CO., INC., and/or of any corporation or corporations which shall have succeeded to the business of said FORSTMANN WOOLEN CO. and/or JULIUS FORSTMANN & CO., INC., in a corporate reorganization, consolidation, merger or corporate rearrangement or readjustment, shall be distributed to any beneficiary hereunder, then the trustees shall deliver said shares to the beneficiary entitled thereto only upon the condition that if said beneficiary shall, at any time, and from time to time, during the lives of my children, CURT E. FORSTMANN, JULIUS G. FORSTMANN, and LOUISE FORSTMANN WILSON, or any of them, or the children of CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, desire to sell or otherwise dispose of all or any part of said shares, or any other shares for which said shares shall have been exchanged in a corporate reorganization, consolidation, merger, or corporate rearrangement or readjustment, such beneficiary shall first offer said shares to my children, CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, and the children of CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON or the guardians of or trustees for any of them who may be minors, or such of them as are then living, at the fair market value thereof; provided, however, that if said shares shall be offered as herein directed to CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON, and/or said children of CURT E. FORSTMANN, JULIUS G. FORSTMANN and LOUISE FORSTMANN WILSON or the guardian of or trustees for any of them who may be minors and said offer is not accepted within sixty (60) days, said beneficiary may sell or otherwise dispose of said shares or any part thereof upon such terms and for such consideration as he shall see fit, and the person or persons purchasing or otherwise acquiring said shares shall take the same free from the limitations of this paragraph. The fair market value of such stock shall be determined by arbitration, if necessary.

EXHIBIT NO. 3

Filed Aug. 13, 1957

J. P. STEVENS & CO., INC.

STEVENS BUILDING - BROADWAY AT 41st STREET - NEW YORK 36, N. Y. --OXFORD 5-1000

July 3, 1957.

To: The Stockholders of Forstmann Woolen Co.
listed on Exhibit "A" annexed
hereto and made a part hereof,

and

The Stockholders of Julius Forstmann & Co., Inc.
listed on Exhibit "B" annexed
hereto and made a part hereof,

Ladies and Gentlemen:

J. P. Stevens & Co., Inc. (hereinafter called "Stevens"), a corporation organized and existing under the laws of Delaware, hereby offers to acquire in exchange for a total of 280,000 shares (subject to adjustment as set forth below) of its capital stock all of the shares of Forstmann Woolen Co. (hereinafter called "Forstmann"), and Julius Forstmann & Co., Inc. (hereinafter called "Julius") owned by you. In the event of the payment of any stock dividend to the holders of Stevens' capital stock prior to the date of closing hereinafter referred to, or any reorganization, recapitalization, consolidation, merger or sale, conveyance, lease or other transfer by Stevens of all or substantially all of its property prior to the date of closing, pursuant to any of which events the then outstanding shares of Stevens' capital stock are split-up or combined, or are changed into or become exchangeable for other shares of property or stock, or in case of any distribution prior to said date of closing of rights to stockholders to acquire securities, issuance of stock options to persons other than officers or employees, the issuance of securities convertible into Stevens' capital stock or other securities into which such stock shall have been changed, or in the event of any other change in the capital stock of Stevens, Stevens agrees tomake such adjustment in the number or kind of shares issuable to you pursuant to this offer as shall be appropriate and equitable.

(I) This offer is subject to the following conditions, and the correctness of the facts herein stated:

(1) It must be accepted by the holders of 100% of the number of issued and outstanding shares of Forstmann and Julius, listed on Exhibits "A" and "B", on or before July 31, 1957, and your acceptance as an individual stockholder shall be irrevocable unless it is not accepted by 100% of such stockholders by July 31, 1957.

(2) (a) Forstmann is a New Jersey corporation with a principal place of business at Passaic, New Jersey. Now and at the date of closing hereunder it has and will have a total authorized capital stock of 146,000 shares consisting of 12,000 shares of Common A stock without par value, 125,000 shares of Common B stock without par value, 3,000 shares of Pre-

ferred A stock having a par value of $100 per share, and 6,000 shares of Preferred B stock having a par value of $100 per share. Now and at the date of closing there is and will be issued and outstanding of said authorized stock 12,000 shares of Common A stock, 47,140 shares of Common B stock, and 1,750 shares of Preferred A stock. All of said issued and outstanding stock now and at the date of closing is and will be fully paid and non-assessable.

(b) Julius is a Delaware corporation with a principal place of business at Passaic, New Jersey. Now and at the date of closing hereunder it has and will have a total authorized capital stock of 22,000 shares, consisting of 2,000 shares of Class A stock with a par value of $10 per share, and 20,000 shares of Class B stock without par value. Now and as of the date of closing there is and will be issued and outstanding of said authorized stock, 1,000 shares of Class A stock and 10,000 shares of Class B stock. Now and at the date of closing all of said issued and outstanding stock is and will be fully paid and non-assessable.

(c) Now and as of the date of closing Forstmann and Julius own and will own stock in subsidiary companies as shown in Exhibit "C" annexed hereto and made a part hereof. Now and as of the date of closing all of the issued and outstanding stock of said companies is and will be fully paid and non-assessable, and Forstmann and Julius have and will then have, respectively, full title to the shares of stock as shown in said Exhibit "C", and all rights to dividends, issues and preemptions, pertaining to said shares owned by them, with full power to sell or otherwise dispose of the same, and there are and will be no liens or encumbrances thereon.

(d) Forstmann, Julius and the subsidiary companies listed on Exhibit "C" as of the date hereof and at the date of closing hereunder, will be validly organized and existing corporations in good standing under the laws of their respective States of incorporation, and duly qualified and in good standing in all States in which the nature of the business conducted by them makes such qualification necessary.

(e) Now and at the date of closing Forstmann, Julius and said subsidiary companies have and will have filed all material returns and reports required by any law or regulation to be filed and will have duly paid all taxes, duties and charges due or assessed against them on the basis of such returns and reports, and the assessment of, or a liability for, any material amount (net) of taxes and additional taxes (disregarding the tax effect of bad debt disallowances and bad debt recoveries) in excess of that returned and paid, or the repayment of any refunds heretofore received, shall not be reasonably expected.

(f) Now and at the date of closing, the books of account of Forstmann, Julius and said subsidiaries adequately reflect and will adequately reflect, by way of reserve or othersise, in accordance with generally accepted accounting practice and principles, all their respective material items of income and expense, and all their material assets, liabilities and accruals, except for inventory write-downs made in the ordinary course of business.

(g) Now and at the date of closing the Minute Books of Forstmann, Julius and said subsidiaries contain and will contain complete and accurate records of any and all meetings of the stockholders and directors of such companies and of any other material corporate actions taken by such stockholders and directors.

(h) At the date of closing there will be no actions or proceedings pending or threatened against or to which Forstmann, Julius or said subsidiaries are a party, before any court or administrative agency, which might have any material adverse effect on the business of Forstmann, Julius or said subsidiaries.

(i) Now and at the date of closing Forstmann, Julius and said subsidiaries do not and will not have any term employment contracts for personal services to be rendered, nor have or be a party to, or have any liability with respect to, any pension or profit sharing agreements, plans or contracts except the Forstmann Retirement Plan for Salaried Employees, the Forstmann Pension Plan for Piece-Work and Hourly Employees, the additional compensation provision contained in Article VIII of the By-Laws of Forstmann, a contract dated April 12, 1956 between Valerie Gallet and Louis Gallet Knitting Mills, Inc., and agreement dated November 20, 1956, between Roger Dietsch and Forstmann.

(j) Now and at the date of closing Forstmann, Julius and said subsidiaries have and will have good and marketable title to all of their property and assets, real and personal, subject to no mortgages, liens, charges or other encumbrances, except:

(i) liens for taxes not yet due or which are being contested in good faith by appropriate proceedings,

(ii) factors' liens incurred in the ordinary course of their business,

(iii) agreement dated November 13, 1916 between Botany Worsted Mills and Forstmann & Huffmann Company regarding easement for right of way for railroad facilities and also easement for enjoyment of north light, as modified by agreement dated November 21, 1951,

(iv) easement dated January 17, 1917 between Botany Worsted Mills and Forstmann & Huffmann Company for railroad facilities, recorded in the Register's Office of the County of Passaic on April 27, 1917 in Book K-26 of Deeds on page 194,

(v) agreement dated April 22, 1919 between Botany Worsted Mills and Forstmann and Huffmann Company regarding joint use of connecting sewer to the Passaic Valley Intercepting Sewer, and

(vi) other liens, charges and encumbrances, incidental to the conduct of their business or the ownership of their property and assets which were not incurred in connection with the borrowing of money or the obtaining of advances or

credit and which do not in the aggregate materially detract from the value of their property or assets, or materially impair the use thereof in the operation of their business.

(k) Now and at the date of closing neither Forstmann, Julius nor said subsidiaries, is or will be a party to any burdensome contracts which materially and adversely affect their business, operations or financial condition, or to any leases other than shown on Exhibit "D" annexed hereto and made a part hereof.

(l) Now and at the date of closing and at all times between, Forstmann, Julius and said subsidiaries have and will have full and exclusive right, title and ownership to their corporate names, franchises, trade names, trade marks, copyrights, designs and patents owned by them and have not and will not have licensed or granted to others right, title, interest or use therein or thereto, subject, however, to whatever rights the United States Government may have in respect of Patent No. 2,590,811, dated March 25, 1952, and further subject to any license that Forstmann may grant to Compton & Knowles in respect of Patent Nos. 2,777,473 and 2,777,474, dated March 2, 1954.

(m) Since April 30, 1957, and until the date of closing there shall have been in the case of Forstmann, Julius and their said subsidiaries:

(i) no dividends or distributions declared or made with respect to any of their standing stock,

(ii) no increase in the rate of compensation of any of their officers, directors or selling agents,

(iii) no changes in any of their existing pension plans and no additional bonus, profit sharing or pension plan or arrangements created or incurred except in the case of the Forstmann Pension Plan for Piece-Work and Hourly Employees to comply with the agreement, dated June 13, 1957, with Local 656 of the Textile Workers Union and similar agreements made or to be made with New Jersey Union of Plant Protection Workers and Passaic-Garfield Craft Lodge No. 1050 of District No. 15 (formerly District No. 161) of International Association of Machinists, and except in the case of the Forstmann Retirement Plan for Salaried Employees, to change the provisions thereof with respect to Non-contributory Benefits so that the same shall conform with the benefits provided by the Forstmann Pension Plan for Piece-Work and Hourly Employees as so changed,

(iv) no contracts, orders or commitments for services, or for the purchase of raw material or supplies, or for the sale of inventories, remnants or scrap, or other contractual obligations and commitments, or any other transactions, except in the normal and usueal conduct of business,

(v) no issue, sale, distribution or grant of any unissued or Treasury stock, stock splits, or stock rights of any kind or nature, or contracts, agreements, rights, or options for the issue, purchase, or grant of same, nor will there be any on the date of closing,

(vi) no sale or other disposition of any of their manufacturing properties and assets,

(vii) no amendment of or change in their Certificates of Incorporation or By-Laws, and

(viii) no sale or other disposition by Julius of any shares of Forstmann's stock owned by Julius.

(n) There shall be no substantial difference between stockholders' equities as of June 8, 1957, as reflected by the audit of Price Waterhouse & Co. as of such date of Forstmann, Julius and their subsidiaries, and stockholders' equities in said companies as reflected in the statement of April 30, 1957, a copy of which is annexed hereto and made a part hereof marked Exhibit "E."

(o) There were no material liabilities of Forstmann, Julius and their subsidiaries as of April 30, 1957 not reflected on Exhibit "E", and there will have been no liabilities incurred by them between April 30, 1957, and the date of closing, except in the ordinary course of business.

(3) Between now and the date of closing, except as Stevens may in writing consent, there shall be in the case of Forstmann, Julius and their said subsidiaries:

(a) no indebtedness for money borrowed in excess of "Loans Payable to Banks" as shown on Exhibit "E", other than advances by John P. Maguire & Co., Inc., as factors,

(b) no loans outstanding to any officer, director or stockholder, and

(c) no settlement of any litigation,

(4) At the date of closing there shall have been:

(a) no material adverse changes in the financial condition of Forstmann, Julius and said subsidiaries since April 30, 1957, other than as incurred in the ordinary course of business,

(b) no material adverse effect on the assets, business or prospects of Forstmann, Julius and said subsidiaries as the result of any damage, destruction or loss with respect to property sustained by them since April 30, 1957, whether or not insured, and

(c) no material breach of any material contract, lease or other commitment to which Forstmann, Julius or said subsidiaries is a party.

(5) Prior to the date of closing hereunder, the attorneys, accountants and other representatives of Stevens shall have full right to inspect the properties, assets, books, records, tax returns and other data of Forstmann, Julius and their said subsidiaries, and shall be furnished with such documents as they may reasonably request.

(6) All insurance now in force with respect to the properties, assets and operations of Forstmann, Julius and their said subsidiaries and all fidelity and surety bonds carried by any of said companies at the date hereof shall be continued and be effective on the date of closing.

(II) Each of you severally warrants and represents, and the same shall survive the closing hereunder, that:

(1) Now and at the date of closing you have and will have good and legal title to the shares of Forstmann and/or Julius, respectively, shown opposite your name on Exhibits "A" and "B" and at the date of closing you will have full power and authority to exchange such shares for Stevens stock as provided in this offer and at the closing Stevens will obtain good and legal title to said shares of Forstmann and/or Julius, free from all liens and encumbrances, and free from any equitable or beneficial title, ownership or interest on the part of others.

(2) There is and will be no commission payable by Stevens to any broker or person in connection with the acquisition of your stock in Forstmann and Julius hereunder because of any commitment or engagement by you for commission or brokerage services.

(III) Each of you severally agrees:

(1) To take such steps as in the opinion of Messrs. Shearman & Sterling & Wright and Messrs. Dewey, Ballantine, Bushby, Palmer & Wood are necessary for you to comply with the requirements of "Article Tenth II of the Will of Julius Forstmann, Deceased October 27 1939", the "Agreement, dated July 22, 1937 between Julius Forstmann, Adolfine Forstmann, Reinhold H. Forstmann, Curt E. Forstmann, Julius G. Forstmann, Louise Forstmann Wilson, Kathryn S. Forstmann, Elizabeth A. Forstmann, Dorothy Forstmann, Kenneth Wilson and Fidelity Union Trust Company", and the "Certificate of Incorporation of Forstmann."

(2) That, upon this offer being accepted as provided in (I) (1) above, you will exchange your shares of Forstmann and Julius for shares of Stevens as herein provided.

(3) That you will not sell or otherwise dispose of any interest you may have in the shares of Forstmann or Julius deposited by you hereunder, except that notwithstanding this or other provisions contained in this offer, stock of Forstmann and Julius deposited under this offer which is subject to the provisions of "Article Tenth II of the Will of Julius Forstmann, Deceased October 27, 1939", the "Agreement, dated July 22, 1937 between Julius Forstmann, Adolfine Forstmann, Reinhold H. Forstmann, Curt E. Forstmann, Julius G. Forstmann, Louise Forstmann Wilson, Kathryn S. Forstmann, Elizabeth A. Forstmann, Dorothy Forstmann, Kenneth Wilson and Fidelity Union Trust Company" and the "Certificate of Incorporation of Forstmann", as regards its prior offer to certain designated persons before its disposal to others, may be offered and disposed of before the date of closing to permit compliance therewith and in the event of such prior offer and acceptance thereof such shares will be released from deposit under this offer and thereupon all shares of Forstmann and Julius deposited hereunder shall be returned to the respective depositors and Stevens shall be released from all obligations under this offer, provided, however, that no shares will be released for disposition as aforesaid to any person who has accepted this offer.

(IV) Each of you severally represents that the stock of Stevens acquired by you under this offer is for your own account for investment and you have no present intention of distributing or reselling the same, but this is without prejudice to your right to sell and dispose of all or any part of the same at some time or times in the future.

(V) Stevens represents that it has no present intention of distributing or selling the stock of Forstmann and Julius to be acquired by it from you pursuant to this offer and its acquisition of such stock is for its own account for investment, but this is without prejudice to its right to sell and dispose of all or any part of the same at some time or times in the future.

(VI) Stevens' obligation to acquire the stock of Forstmann and Julius hereunder is subject to the following conditions precedent:

(1) The deposit with Fidelity Union Trust Company, 755 Broad Street, Newark 1, New Jersey (hereinafter called "Fidelity") on or before July 31, 1957 in the ammer hereinafter provided of certificates representing 100% of the number of issued and outstanding shares of Forstmann and Julius listed on Exhibits "A" and "B" in negotiable form with signatures properly guaranteed. All Federal and State Stamp Taxes on the transfer to Stevens of shares owned by you are to be paid for by you and you will perform all acts and execute any and all documents necessary to accomplish the transfer of the stock acquired from you into the name of Stevens.

(2) At the date of closing Stevens shall receive from Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, Attorneys-st-Law, a favorable opinion addressed to Stevens and dated as of the date of closing to the effect that:

(a) Forstmann, Julius and said subsidiary companies are duly organized and in good standing under the laws of their respective States of incorporation, and duly qualified and in good standing in all

States in which such corporations, respectively, own substantial properties (it being understood that such firm may rely, as to matters involving the laws of New Jersey and Pennsylvania, upon the opinions of local counsel in said jurisdictions).

(b) At the closing Stevens will obtain good and legal title to the shares of Forstmann and/or Julius, respectively, shown on Exhibits "A" and "B", free from all liens and encumbrances, and free from any equitable or beneficial title, ownership or interest, on the part of others; and the shares of Forstmann held by Forstmann and/or Julius are properly held and Forstmann and Julius, respectively, have good and legal title thereto, free from all liens and encumbrances, and free from any equitable or beneficial title, ownership or interest, on the part of others.

(c) Based upon the representations made by you that your acquisition hereunder of the stock of Stevens is for your own account for investment and not for distribution or resale, the acquisition of such stock constitutes an exempt transaction under the existing provisions of the Securities Act of 1933, as amended.

(3) Stevens shall receive dated as of the date of closing from counsel, satisfactory to Messrs. Shearman & Sterling & Wright and/or Andrew B. Trudgian, Esq., a favorable opinion, satisfactory to Messrs. Shearman & Sterling & Wright and/or Andrew B. Trudgian, Esq., that Forstmann, Julius and said subsidiaries have good and marketable title to their real property and the machinery and equipment appurtenant thereto, free from all liens and encumbrances except as set forth in (I) (2) (j), it being understood that such opinion may be based solely upon reports of title examination and searches furnished to such counsel by a reputable title insurance company.

(4) Stevens shall receive, dated as of the date of closing, a favorable opinion, satisfactory to Messrs. Shearman & Sterling & Wright and/or Andrew B. Trudgian, Esq., from counsel, satisfactory to Messrs. Shearman & Sterling & Wright and/or Andrew B. Trudgian, Esq., that there is no material litigation against Forstmann, Julius and said subsidiary companies existing, pending or threatened.

(5) Stevens shall receive from counsel, satisfactory to Messrs. Shearman & Sterling & Wright and/or Andrew B. Trudgian, Esq., dated as of the date of closing, an opinion, satisfactory to Messrs. Shearman & Sterling & Wright and/or Andrew B. Trudgian, Esq., that Forstmann, Julius and said subsidiary companies are duly qualified and in good standing in all States in which the nature of the business conducted by them makes such qualification necessary.

(6) Stevens shall receive from Messrs. Shearman & Sterling & Wright, acting as attorneys on behalf of Stevens, an opinion, dated as of the date of closing, to the effect that:

(a) Exclusive of any requirements involving a determination of what is the fair market value of the stock of Forstmann and Julius, all necessary requirements under "Article Tenth II of the Will of Julius Forstmann, Deceased October 27, 1939", the "Agreement, dated July 22, 1937 between Julius Forstmann, Adolfine Forstmann, Reinhold H. Forstmann, Curt E. Forstmann, Julius G. Forstmann, Louise Forstmann Wilson, Kathryn S. Forstmann, Elizabeth A. Forstmann, Dorothy Forstmann, Kenneth Wilson and Fidelity Union Trust Company", and the "Certificate of Incorporation of Forstmann", have been complied with, and subject to said exclusion of any requirements involving a determination of the fair market value of the stock of Forstmann and Julius, the stockholders of Forstmann and Julius have the right and ability under the provisions of said Will, Agreement and Certificate of Incorporation to convey to Stevens full title and ownership to the shares of Forstmann and Julius to be acquired hereunder by Stevens in exchange for its shares, and

(b) Based upon the representations made by you that your acquisition hereunder of the stock of Stevens is for your own account for investment and not for distribution or resale, the acquisition of such stock constitutes an exempt transaction under the existing provisions of the Securities Act of 1933, as amended.

(7) At the closing there shall be delivered to Stevens certificates signed by the Chairman of the Board and President of Forstmann, and the President and Treasurer of Julius to the effect that, to their own knowledge, based upon due inquiry by them and due and diligent examination under their supervision of the books and records of their respective companies and the subsidiaries thereof, as of the date of closing the conditions set forth in "(I)" hereof, as applicable to their respective companies and the subsidiaries thereof, have been met and the facts stated therein are correct. There also shall be delivered certificates signed by the Chairman of the Board and President of Forstmann, the President and Treasurer of Julius and the President and Treasurer of their subsidiaries that the facts shown in Exhibits "A", "B" and "C" in the case of the respective companies in which they hold office are in conformity with the records of stockholders of such companies.

(VII) Your obligation to exchange your stock in Forstmann and Julius pursuant to this offer is subject to the receipt by you of:

(1) An opinion, dated the date of closing and satisfactory in form and substance to your counsel, Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, from Messrs. Shearman & Sterling & Wright, acting as attorneys on behalf of Stevens, to the effect that:

(a) Stevens is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to carry on its business as now being conducted;

(b) The shares of capital stock of Stevens to be exchanged for your stock in Forstmann and Julius will be, when so exchanged, duly authorized and validly issued, fully paid and non-assessable; and

(c) The shares of capital stock of Stevens to be issued to you as aforesaid have been listed on the New York Stock Exchange, on official notice of issuance.

(2) A ruling or rulings (applicable to the state of facts existing at the date of closing) from the Commissioner of Internal Revenue satisfactory to your counsel, Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, to the effect that:

(a) the acquisition by Stevens, in exchange for its stock, of your stock in Forstmann and Julius pursuant to this offer will constitute reorganizations within the meaning of Section 368(a) (1) (B) of the Internal Revenue Code of 1954;

(b) no gain will be recognized to you upon the exchange of your stock in Forstmann and Julius for stock of Stevens pursuant to the terms of this offer; and

(c) the basis of the stock of Stevens in your hands will be the same as the cost or other basis of the stock of Forstmann or Julius exchanged by you therefor.

(VIII) The acquisition of your stock hereunder shall be closed at the office of Forstmann in Passaic, New Jersey, at 2 P. M. Eastern Daylight Saving Time, on October 18, 1957 or the record date for the dividend, if any, for the fourth quarter of Stevens' fiscal year ending November 2, 1957, whichever date is earlier; provided, however, that such closing may be held at such other place or such other advanced or extended date as may be mutually agreed upon by Stevens and Fidelity as your Agent, such date being the "date of closing" hereunder. Upon delivery to Stevens by Fidelity of the certificates for the shares of Forstmann and Julius theretofore deposited with it Stevens shall deliver to Fidelity as your Agent a certificate or certificates representing the shares of the capital stock of Stevens to be issued in exchange therefor. Stevens is to be advised by Fidelity as your Agent in ample time in advance of the date of closing as to the names and number of shares in and for which the certificates for the shares of Stevens which are to be delivered hereunderare to be issued, and the delivery by Stevens of a certificate or certificates in compliance with such instructions shall be in full and complete satisfaction of its obligations hereunder, and each stockholder of Forstmann and Julius by the acceptance of this offer irrevocably constitutes and appoints Fidelity as his, her or its agent, to receive such certificate or certificates on his, her or its behalf, and to deliver to Stevens a duly executed receipt therefor.

(IX) Stevens will take action to secure the listing of its shares to be given in exchange for said shares of Forstmann and Julius on the New York Stock Exchange, on official notice of issuance, so that such shares will be listed on such Exchange at the time of their issuance to you.

(X) The consummation of this agreement by Stevens is also subject to the following conditions:

(1) That there shall be no ruling or rulings of any judicial or quasi-judicial body preventing the acquisition by Stevens hereunder of your stock in Forstmann and/or Julius, or any adverse opinion of any Governmental agency or department with respect thereto.

(2) All necessary requirements under "Article Tenth II of the Will of Julius Forstmann, Deceased October 27, 1939", the "Agreement, dated July 22, 1937 between Julius Forstmann, Adolfine Forstmann, Reinhold H. Forstmann, Curt E. Forstmann, Julius G. Forstmann, Louise Forstmann Wilson, Kathryn S. Forstmann, Elizabeth A. Forstmann, Dorothy Forstmann, Kenneth Wilson and Fidelity Union Trust Company", and the "Certificate of Incorporation of Forstmann", have been complied with.

(XI) Stevens, at its election, may waive any and all of the conditions herein contained to which the offer and the obligations of Stevens hereunder are subject.

(XII) If this offer is acceptable to you as a stockholder of Forstmann and/or Julius, please indicate your acceptance by signing the letter of transmittal enclosed herewith and returning it to Fidelity together with the certificates for the shares of Forstmann and/or Julius owned by you in the form and subject to the conditions set forth in (VI) (1) hereof. Your signature on the letter of transmittal and the delivery thereof to Fidelity with the deposit of the certificates for the shares of Forstmann and/or Julius owned by you, shall constitute your acceptance of this offer and, upon such acceptance by the holders of the number of shares of stock of Forstmann and Julius as provided in (I) (1) (or such lesser number as is satisfactory to Stevens) this offer shall become a binding obligation between the stockholders so accepting and Stevens in accordance with its terms, binding also the heirs, executors, administrators, successors and assigns of the parties hereto.

Certificates deposited by you as aforesaid shall be held in escrow by Fidelity, subject to the provisions of this offer, for delivery to Stevens at the closing or for return to you as follows: -- If by the close of business on July 31, 1957 holders of 100% of the number of issued and outstanding shares of stock of Forstmann and Julius listed on Exhibits "A" and "B" have not accepted this offer in the manner hereinabove provided, or in the event that any of the other conditions to the closing have not been fulfilled, then and in any such event, unless Stevens shall have waived the requirement that the holders of 100% of said shares must accept such offer or the other condition in question, as the case may be, Fidelity shall return to you the certificates for the shares of Forstmann and/or Julius deposited by you, upon surrender of the receipt therefor issued to you by Fidelity.

Enclosed herewith is a copy of the Annual Report of Stevens for its fiscal year ended November 3, 1956, and interim reports to stockholders since such date.

Very truly yours,

J. P. STEVENS & CO., INC.

By KENNETH W. FRASER
Financial Vice President

FORSTMANN WOOLEN CO.

STOCKHOLDERS

COMMON A

Name	Shares
Genoy & Co.	6
Julius G. Forstmann	6,718 8/10
Louise Forstmann Wilson	1,318 8/10
Julius G. Forstmann & Louise Forstmann Wilson, Trustees under Clause 5th of the Will of Julius Forstmann, Deceased, Trust measured by life of:	
Peter Allen Forstmann	1,318 8/10
Anna Louise Forstmann	1,318 8/10
Richard Lynen Forstmann	1,318 8/10
	12,000

FORSTMANN WOOLEN CO.

STOCKHOLDERS

COMMON B

Name	Shares
Bernard A. Rosenberg	1,000
Julius G. Forstmann & Louise Forstmann Wilson, Executors of the Estate of Adolfine Forstmann, Deceased	186
Louise Forstmann Wilson	9,194 2/3
Julius G. Forstmann	7,954 2/3
Kenneth Wilson	510
Arthur A. Ballantine	200
Buckley & Co	5
Genoy & Co	9,443
Elizabeth A. Forstmann	1,140
Julius G. Forstmann and Louise Forstmann Wilson, Trustees under Clause 5th of the Will of Julius Forstmann, Deceased, Trust measured by the life of:	
Peter Allen Forstmann	112 89/100
Anna Louise Forstmann	112 89/100
Richard Lynen Forstmann	112 88/100
Dorothy M. Forstmann, Arthur H. Lamborn & Fiduciary Trust Co. of New York, Trustees under Trust Agreement dated 12/22/50 executed by Julius G. Forstmann--Trust for the Benefit of:	
Julius Anthony Forstmann	500
Theodore Joseph Forstmann	500
John Ferrer Forstmann	500
Marina Ann Forstmann	500
Nicholas Curt Forstmann	500
Elissa Louise Forstmann	500

EXHIBIT A

FORSTMANN WOOLEN CO.

STOCKHOLDERS

COMMON B (CONTINUED)

Name	Shares
Kenneth Wilson and New York Trust Co., Trustees under Trust Agreement dated 12/22/50 Executed by Louise Forstmann Wilson--Trust for the benefit of:	
Cecily Louise Wilson	750
Stephen Kirk Wilson	750
Lauren Hall Wilson	750
Marcia Fitch Wilson	750
Fidelity Union Trust Co. & Julius G. Forstmann as Trustees under Agreement dated 12/29/48 made by Adolfine Forstmann for the benefit of:	
Julius Anthony Forstmann	175
Theodore Joseph Forstmann	175
John Ferrer Forstmann	175
Marina Ann Forstmann	175
Nicholas Curt Forstmann	175
Elissa Louise Forstmann	175
Fidelity Union Trust Co. & Kenneth Wilson as Trustees under Agreement dated 12/29/48 made by Adolfine Forstmann for the benefit of:	

Cecily Louise Wilson	250
Stephen Kirk Wilson	250
Lauren Hall Wilson	250
Marcia Fitch Wilson	250
Arthur H. Lamborn	36
Fidelity Union Trust Co. & Elizabeth A. Forstmann as Trustees under Trust Agreement dated 12/29/48 made by Adolfine Forstmann for the benefit of:	
Peter Allen Forstmann	794
Richard Lynen Forstmann	794
Anna Louise Forstmann	794
	40,440

FORSTMANN WOOLEN CO.

STOCKHOLDERS

PREFERRED A

Name	Shares
Bernard A. Rosenberg	1,000
James A. Hare	250
George B. McCallum	250
Mrs. Luise Schleicher	250
	1,750

EXHIBIT A

JULIUS FORSTMANN & CO., INC.

STOCKHOLDERS

CLASS A

Name	Shares
Julius G. Forstmann	512
Louise Forstmann Wilson	122
Julius G. Forstmann & Louise Forstmann Wilson, Trustees under Clause 5th under the Will of Julius Forstmann, Deceased, Trust measured by the life of:	
Peter Allen Forstmann	122
Anna Louise Forstmann	122
Richard Lynen Forstmann	122
	1,000

JULIUS FORSTMANN & CO., INC.

STOCKHOLDERS

CLASS B

Name	Shares
Louise Forstmann Wilson	650
Genoy & Co	1,200
Dorothy M. Forstmann	150
Julius G. Forstmann	400
Madeline Chapman	2,050
Fidelity Union Trust Co. and Elizabeth A. Forstmann as Trustees under Agreement dated 12/29/48 made by Adolfine Forstmann for the benefit of:	
Peter Allen Forstmann	400
Anna Louise Forstmann	400
Richard Lynen Forstmann	400
Fidelity Union Trust Co. & Julius G. Forstmann as Trustees under Agreement dated 12/29/48 made by Adolfine Forstmann for the benefit of:	
Julius Anthony Forstmann	350
Theodore Joseph Forstmann	350
John Ferrer Forstmann	350
Marina Ann Forstmann	350
Nicholas Curt Forstmann	350
Elissa Louise Forstmann	350
Fidelity Union Trust Co. & Kenneth Wilson as Trustees under Agreement dated 12/29/48 made by Adolfine Forstmann for the benefit of:	
Cecily Louise Wilson	500
Stephen Kirk Wilson	500
Lauren Hall Wilson	500
Marcia Fitch Wilson	500

Fidelity Union Trust Co. & Elizabeth A. Forstmann as Trustees under Agreement dated 12/29/48 made by Adolfine Forstmann for the benefit of:

Peter Allen Forstmann	84
Richard Lynen Forstmann	83
Anna Louise Forstmann	83
	10,000

EXHIBIT B

SUBSIDIARIES OF

FORSTMANN WOOLEN CO.

AND

JULIUS FORSTMANN & CO., INC.

FORSTMANN, INC. (A New York Corporation)

Principal Place of Business: 30 Rockefeller Plaza
New York, N. Y.

Authorized and Outstanding: 1,000 Shares---$100.00 Par Value
Owned 100% by Julius Forstmann & Co., Inc.

FORSTMANN AUSTRALIA LIMITED (A Delaware Corporation)

Place of Business: 7 Macquarie Place
Sydney, N.S.W., Australia

Authorized: 10,000 Shares--$10.00 Par Value
Issued and Outstanding: 3,000 Shares
Owned 67% (2,010 Shares) by Julius Forstmann & Co., Inc.

LOUIS GALLET KNITTING MILLS, INCORPORATED (A Pennsylvania Corporation)

Place of Business: Uniontown, Pennsylvania

Authorized: 1,500 Shares Common Stock--$100.00 Par Value

Issued and Outstanding: 900 Shares
Owned 100% by Forstmann Woolen Co.

EXHIBIT C

LEASES

	Approx.Area	Term		Annual Rental
FORSTMANN, INC.				
R.C.A. building, New York, N.Y. Rooms 5018-5006-07..... May be terminated after April 30, 1958 upon four mos. prior notice plus two mos. penalty	8,482 sq. ft.	2 yrs. 5/1/57	4/30/59	$58,234
40 East 34th St., New York, N.Y. Room 1204..... May be terminated Dec. 31, 1958 by giving notice prior to July 1, 1958	3,350 sq. ft.	5 yrs. 1/1/56	12/31/60	18,000
Little Building, Boston, Mass. Rooms 1104-06.....	600 sq. ft.	5 yrs. 3/1/53	2/28/58	2,160
Merchandise Mart, Chicago, ILL. Room 977-8.....	1,602 sq. ft.	10 yrs. 1/1/49	12/31/58	4,200
Foreman Building, Los Angeles, Cal., Suite 603-10.....	1,420 sq. ft.	5 yrs. 9/1/53	8/31/58	5,928
LOUIS GALLET KNITTING MILLS, INCORPORATED, ELVE REALTY INC.-- Uniontown, Pa. Knitting plant..... (Renewal option for ten additional years at $20,000 per annum)	31,400 sq. ft.	10 yrs. 4/1/56	3/31/66	28,000
FORSTMANN AUSTRALIA LIMITED 7 Macquarie Place, Sydney, N.S.W., Australia 2 floors.....	2,180 sq. ft.	2 yrs. 3/1/56	3/1/58	£1,050 (Aus.)

EXHIBIT D

FORSTMANN WOOLEN CO. AND JULIUS FORSTMANN & CO., INC.
AND THEIR WHOLLY OWNED SUBSIDIARY COMPANIES

COMBINED BALANCE SHEET

April 30, 1957

ASSETS

CURRENT ASSETS:	
Cash	$ 223,703
Trade accounts receivable, less reserves of $39,736	
Factored	3,160,145
Other	115,131
	3,275,276
Less: Advances by Factor	2,961,079
	314,197
Other accounts receivable	60,576
Inventories, a portion of raw materials at cost (last-in first-out) which is not in excess of market:	
Raw materials	3,204,217
Goods in process	8,911,116
Finished goods	3,446,529
Supplies	346,686
	15,908,548
Prepaid insurance premiums and taxes	183,554
Total Current Assets	16,690,578
INVESTMENTS:	
Associated companies	20,200
Trade investment	1
PROPERTY, PLANT AND EQUIPMENT, at cost,	
Less accumulated depreciation of $12,097,887	10,396,388
UNAMORTIZED LEASEHOLD IMPROVEMENTS AND DEPOSITS	61,512
	$27,168,679

LIABILITIES AND STOCKHOLDERS EQUITY

CURRENT LIABILITIES:	
Loans payable to banks	$ 9,562,500
Accounts payable and accrued liabilities	957,061
Accrued salaries and wages	822,415
Federal taxes on income	53,908
Payable to stockholders, officers and employees	101
Payable to associated company:	
Forstmann Australia Limited	92,175
Total Current Liabilities	11,488,160
RESERVE FOR WORKMEN'S COMPENSATION	64,701
STOCKHOLDERS' EQUITIES	15,615,818
	$27,168,679

EXHIBIT E

EXHIBIT No. 4

Filed Aug. 13, 1957

Stockholders

Of

FORSTMANN WOOLEN CO.

And

JULIUS FORSTMANN & CO., INC.

AGREEMENT

Dated, July 6, 1957.

THIS AGREEMENT, dated as of the 6th day of July, 1957, by and between the undersigned stockholders of FORSTMANN WOOLEN CO. (a New Jersey corporation, hereinafter called Forstmann) and of JULIUS FORSTMANN & CO., INC. (a Delaware corporation, hereinafter called Julius),

W I T N E S S E T H:

WHEREAS, the undersigned constitute the holders of all outstanding shares of capital stock of Forstmann and Julius, except for 6700 shares of Common B stock of Forstmann owned by Julius; and

WHEREAS, the undersigned have received from J. P. STEVENS & CO., INC.

(a Delaware corporation, hereinafter called Stevens) an offer, dated July 3, 1957, by Stevens to exchange shares of its capital stock for the capital stock of Forstmann and Julius held by the undersigned, all on the terms and subject to the conditions of said offer, a copy of which is annexed hereto, marked Exhibit I; and

WHEREAS, the aforesaid offer provides that if it is accepted in the manner therein set forth and if all terms and conditions therein specified shall have been complied with, Stevens will deliver to Fidelity Union Trust Company, 755 Broad Street, Newark, New Jersey (hereinafter called "Fidelity"), as agent for the undersigned stockholders, 280,000 shares (subject to adjustment as therein set forth) of the capital stock of Stevens at a closing to be held on the date therein specified; and

WHEREAS, the undersigned stockholders intend to accept the aforesaid offer and desire to set forth the basis on which the aforesaid shares of capital stock of Stevens shall be divided among themselves;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the undersigned stockholders hereby agree as follows:

1. The undersigned hereby agree among themselves (but not for the benefit of any third party) to accept the above-mentioned offer and hereby authorize Fidelity to act as their agent as contemplated in Article VIII of the above-mentioned offer.

2. The undersigned agree that the shares of capital stock of Stevens to be issued pursuant to the above-mentioned offer shall be apportioned among the undersigned as stockholders of Forstmann and/or Julius in accordance with Column 5 of Table A, attached hereto and made a part hereof (it being understood that the figures set forth in said Table shall be appropriately adjusted in the event that the total number or kind of shares of Stevens' capital stock to be issued to all of the undersigned is adjusted pursuant to the provisions of the first paragraph of the above-mentioned offer). Table A has been prepared on the following basis, which the undersigned hereby approve:

(a) The market value of the capital stock of Stevens, for the purposes of such apportionment, is deemed to be $23,00 per share;

(b) 161,363 shares of Stevens' capital stock are apportioned to the stockholders of Julius, being the sum of (i) 147,348 shares of Stevens' stock, which, taken at the aforesaid market value, equals in value the aggregate book value of the stock of Julius as of April 30, 1957 ($4,561,500), less Julius' investment in stock of Forstmann ($1,172,500), and (ii) 14,015 shares of Stevens' stock, being the number of such shares to which Julius would otherwise be entitled, as a stockholder of Forstmann, as set forth in subparagraph (d) below (all such shares of Stevens' capital stock being apportioned among the holders of Class A and Class B stock of Julius pro rata according to their holdings of such stock, shares of Class A and Class B stock being treated equally for such purpose);

(c) The holders of Preferred A stock of Forstmann, other than Mrs. Luise Schleicher, are to receive an aggregate of 7,435 shares of Stevens' capital stock, which, taken at the aforesaid market value, equals the redemption price ($100), plus accrued dividends to August 31, 1957, for the shares of such Preferred A stock owned by them, and Mrs. Luise Schleicher is to receive 1,511 shares of Stevens' capital stock, which, taken at the aforesaid market value, equals the redemption price ($125), plus accrued dividends to August 31, 1957, for the shares of Preferred A stock of Julius owned by her; and

(d) The remaining shares of Stevens' capital stock issuable pursuant to the above-mentioned offer (123,706 shares) are apportioned among the holders of Common A and Common B stock of Forstmann pro rata according to their holdings of such stock (the shares of such Common A and Common B stock being treated equally for such purpose) except that the shares (14,015) which would otherwise be apportionable to Julius as a holder of Common B stock of Forstmann are apportioned among the stockholders of Julius in accordance with subparagraph (b) above;

(e) The fractional shares to which the undersigned would otherwise be entitled have been allocated among them, in Column 5 of Table A hereto, in a manner deemed equitable.

3. Fidelity hereby is authorized, as the agent for the undersigned, to advise Stevens to issue the aforesaid shares of its capital stock to the undersigned, in the respective amounts called for by Column 5 of Table A hereto, and to deliver the certificates therefor to Fidelity, as the agent of the undersigned, pursuant to Article VIII of the above-mentioned offer.

4. The undersigned further agree, in the event the above-mentioned exchange of stock is consummated, to pay their respective pro rata shares (based on Column 5 of Table A hereto) of the commission of J. P. Maguire and Associates in the amount of $100,000, the fees and disbursements of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood and the other counsel for the undersigned referred to in Article VI of the above-mentioned offer and the fees and disbursements of Fidelity for acting as agent of the undersigned as herein contemplated. Fidelity is authorized and instructed to advise each of the undersigned, as soon as practicable after receipt by it of the shares of capital stock of Stevens, of the exact amount owing by each of the undersigned in respect of the aforesaid commission and fees and disbursements of counsel and of Fidelity and to release to the undersigned the certificates for their respective portions of the shares of capital stock of Stevens upon receipt by Fidelity of payment of said amounts.

5. Subject to the consummation of the above-mentioned exchange of stock, the undersigned hereby waive and release, and agree to waive and release, for themselves and for their respective heirs, executors, administrators, successors and assigns, any and all rights, actions and claims which they or any of them may now or hereafter have, as stockholders of Forstmann and/or Julius, against any or all of the

present and former officers and directors of Forstmann and Julius with respect to any action taken by them as such officers or directors prior to the date first above mentioned.

6. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

7. This agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

Sgd. JULIUS G. FORSTMANN
Julius G. Forstmann

Sgd. DOROTHY M. FORSTMANN
Dorothy M. Forstmann

Sgd. KENNETH WILSON
Kenneth Wilson

Sgd. LOUISE FORSTMANN WILSON
Louise Forstmann Wilson

Sgd. ELIZABETH A. FORSTMANN
Elizabeth A. Forstmann

Sgd. ARTHUR A. BALLANTINE
Arthur A. Ballantine*

Sgd. BERNARD A. ROSENBERG
Bernard A. Rosenberg

Sgd. ARTHUR H. LAMBORN
Arthur H. Lamborn

Sgd. MADELINE CHAPMAN
Madeline Chapman

Sgd. JAMES A. HARE
James A. Hare

Sgd. GEORGE B. McCALLUM
George B. McCallum

MRS. LUISE SCHLEICHER

By Sgd. JULIUS G. FORSTMANN
Julius G. Forstmann,
Attorney-in-Fact

Sgd. JULIUS G. FORSTMANN and
Julius G. Forstmann

Sgd. LOUISE FORSTMANN WILSON
Louise Forstmann Wilson
As Trustees, under Clause 5th of the Will of Julius Forstmann, Deceased, of the trusts for Peter Allen Forstmann, Anna Louise Forstmann and Richard Lynen Forstmann.

* Certain of his shares stand in the name of Buckley & Co., a nominee.

Sgd. ELIZABETH ALLEN FORSTMANN
Elizabeth Allen Forstmann

Sgd. CHARLES C. MacLEAN, JR. and
Charles C. MacLean, Jr.

GUARANTY TRUST COMPANY OF NEW YORK

(SEAL)

By Sgd. HOWARD C. JUDD
Vice President
As Trustees of the trusts under Articles Two and Three of the Will of Curt E. Forstmann, Deceased. (Stock held in the name of Genoy & Co., a nominee).

Sgd. JULIUS G. FORSTMANN and
Julius G. Forstmann

Sgd. LOUISE FORSTMANN WILSON
Louise Forstmann Wilson
As Executors of the Estate of Adolfine Forstmann, Deceased.

Sgd. DOROTHY M. FORSTMANN
Dorothy M. Forstmann

Sgd. ARTHUR H. LAMBORN and
Arthur H. Lamborn

FIDUCIARY TRUST COMPANY OF NEW YORK

(SEAL)

By Sgd. VINCENT R. SMALLEY
Vice-President
As Trustees, under the Trust Agreement dated 12/22/50 executed by Julius G. Forstmann, of the trusts for Julius Anthony Forstmann, Theodore Joseph Forstmann, John Ferrer Forstmann, Marina Ann Forstmann, Nicholas Curt Forstmann and Elissa Louise Forstmann.

Sgd. KENNETH WILSON and
Kenneth Wilson

THE NEW YORK TRUST COMPANY

By Sgd. C. H. BRUNS, Trust Officer
As Trustees, under the Trust Agreement dated 12/22/50 executed by Louise Forstmann Wilson, of the trusts for Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson.

(SEAL)

Sgd. JULIUS G. FORSTMANN and
Julius G. Forstmann

FIDELITY UNION TRUST COMPANY

By Sgd. R. H. BEARDSLEY, Trust Officer

As Trustees, under the Trust Agreement dated 12/29/48 executed by Adolfine Forstmann, of the trusts for Julius Anthony Forstmann, Theodore Joseph Forstmann, John Ferrer Forstmann, Marina Ann Forstmann, Nicholas Curt Forstmann and Elissa Louise Forstmann.

Sgd. ELIZABETH A. FORSTMANN and
Elizabeth A. Forstmann

FIDELITY UNION TRUST COMPANY

By Sgd. R.H. BEARDSLEY, Trust Officer
As Trustees, under the Trust Agreement dated 12/29/48 executed by Adolfine Forstmann, of the trusts for Peter Allen Forstmann, Anna Louise Forstmann and Richard Lynen Forstmann.

Sgd. KENNETH WILSON and
Kenneth Wilson

FIDELITY UNION TRUST COMPANY

By Sgd. R.H.BEARDSLEY, Trust Officer
As Trustees, under the Trust Agreement dated 12/29/48 executed by Adolfine Forstmann, of the trusts for Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson.

TABLE A

TABLE OF APPORTIONMENT OF 280,000 SHARES OF CAPITAL STOCK OF J. P. STEVENS & CO., INC. ("STEVENS") AMONG STOCKHOLDERS OF FORSTMANN WOOLEN CO. ("FORSTMANN") AND JULIUS FORSTMANN & CO., INC. ("JULIUS").

Column (1) below shows the amount of Stevens stock apportioned to the holders of Class A and Class B stock of Julius, for each stockholder.

Column (2) below shows the amount of Stevens stock apportioned to the holders of Preferred A stock of Forstmann, for each stockholder.

Column (3) below shows the amount of Stevens stock apportioned to the holders (other than Julius) of Common A and Common B stock of Forstmann, for each stockholder.

Column (4) below shows the total amount of Stevens stock allocable to each stockholder of Forstmann and Julius before rounding off fractions.

Column (5) below shows the total amount of Stevens stock allocable to each stockholder of Forstmann and Julius after rounding off fractions.

	(1)	(2)	(3)	(4)	(5)
Julius G. Forstmann	13,378.46		30,693.13	44,071.59	44,072
Dorothy M. Forstmann.....	2,200.40			2,200.40	2,201
Kenneth Wilson.....			1,066.79	1,066.79	1,067
Louise Forstmann Wilson.....	11,324.75		21,991.48	33,316.23	33,316
Elizabeth A. Forstmann.....			2,384.59	2,384.59	2,385
Arthur A. Ballantine*.....			428.81	428.81	429
Madeline Chapman.....	30,072.20			30,072.20	30,072
James A. Hare.....		1,239.17		1,239.17	1,239
Arthur H. Lamborn.....			75.30	75.30	75
George B. McCallum.....		1,239.17		1,239.17	1,239
Bernard A. Rosenberg.....		4,956.66	2,091.74	7,048.40	7,048
Mrs. Luise Schleicher.....		1,511.00		1,511.00	1,511

* Certain shares held in the name of Buckley & Co., a nominee.

	(1)	(2)	(3)	(4)	(5)
Trustees, under Clause 5th of the Will of Julius Fortsmann, deceased, of the trusts for Peter Allen Forstmann, Anna Louise Forstmann and Richard Lynen Forstmann.....	5,368.98		8,984.16	14,353.14	14,353
Trustees of the trusts under Article Two and Three of the Will of Curt E. Forstmann, deceased. (Stock held in the name of Genoy & Co., a nominee).....	17,603.24		19,764.88	37,368.12	37,368
Executors of the Estate of Adolfine Forstmann, deceased.....			389.06	389.06	389
Trustees, under the Trust Agreement dated 12/22/50 executed by Julius G. Forstmann, of the trusts for Julius Anthony Forstmann, Theodore Joseph Forstmann, John Ferrer Forstmann, Marina Ann Forstmann, Nicholas Curt Forstmann and Elissa Louise Forstmann			6,275.23	6,275.23	6,275
Trustees, under the Trust Agreement dated 12/22/50 executed by Louise Forstmann Wilson, of the trusts for Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson..			6,275.23	6,275.23	6,275
Trustees, under the Trust Agreement dated 12/29/48 executed by Adolfine Forstmann, of the trusts for Julius Anthony Forstmann, Theodore Joseph Forstmann, John Ferrer Forstmann, Marina Ann Forstmann, Nicholas Curt Forstmann and Elissa Louise Forstmann.....	30,805.66		2,196.33	33,001.99	33,002
Trustees, under the Trust Agreement dated 12/29/48 executed by Adolfine Forstmann, of the trusts for Peter Allen Forstmann, Anna Louise Forstmann and Richard Lynen Forstmann.....	21,270.58		4,982.53	26,253.11	26,253
Trustees, under the Trust Agreement dated 12/29/48 executed by Adolfine Forstmann, of the trusts for Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson..	29,338.73		2,091.74	31,430.47	31,431
	161,363.00	8,946.00	109,691.00	280,000.00	280,000

EXHIBIT NO. 5

Filed Aug. 13, 1957

LETTER OF OFFER

August 9, 1957

TO: Julius G. Forstmann
Louise Forstmann Wilson
Peter A. Forstmann
Anna L. Forstmann
Richard L. Forstmann
Julius A. Forstmann
Theodore J. Forstmann
John F. Forstmann
Marina A. Forstmann
Nicholas C. Forstmann
Elissa L. Forstmann
Cecily L. Wilson
Stephen K. Wilson
Lauren H. Wilson
Marcia F. Wilson
Dorothy M. Forstmann,
Guardian, by appointment in the State of Connecticut, for Julius A. Forstmann, Theodore J. Forstmann, John F. Forstmann, Marina A. Forstmann, Nicholas C. Forstmann, Elissa L. Forstmann, all infants under the age of twenty-one.

Elizabeth A. Forstmann,
Guardian, by appointment in the State of New Jersey, for Anna L. Forstmann and Richard L. Forstmann, both infants under the age of twenty-one.

Elizabeth A. Forstmann,
Guardian, by appointment in the State of New York, for Anna L. Forstmann and Richard L. Forstmann, both infants under the age of twenty-one.

Kenneth Wilson,
Guardian, by appointment in the State of New Jersey, for Cecily L. Wilson, Stephen K. Wilson, Lauren H. Wilson, Marcia F. Wilson, all infants under the age of twenty-one.

Ladies and Gentlemen:

The undersigned, Julius G. Forstmann and Louise Forstmann Wilson, hereby offer (severally and not jointly) to sell, on terms and conditions described hereafter, each to the other and both to any one or more or all of you, any or all of the shares of Forstmann Woolen Co., a New Jersey corporation (hereinafter called "Forstmann"), and Julius Forstmann & Co., Inc., a Delaware corporation (hereinafter called "Julius"), set forth below under their names:

	Offered by	
	Julius G. Forstmann	Louise Forstmann Wilson
Julius - Class A Capital Stock	122	122
Julius - Class B Capital Stock	400	500
Forstmann - Common A Stock	1,318.8	1,318.8
Forstmann - Common B Stock	7,954-2/3	4,338-2/3

I. The offers to sell contained herein are made pursuant to the provisions of an Agreement dated July 22, 1937 (hereinafter called "the 1937 Agreement"), and also pursuant to the provisions of the Last Will and Testament of Julius Forstmann, copies of which have heretofore been furnished to all of you listed above excluding infants. These instruments and the circumstances giving rise to their present application may be described as follows:

(1) The 1937 Agreement was made between Julius Forstmann, Adolfine Forstmann, Reinhold H. Forstmann, Curt E. Forstmann, Julius G. Forstmann, Louise Forstmann Wilson, Kathryn S. Forstmann, Elizabeth A. Forstmann, Dorothy Forstmann, Kenneth Wilson and Fidelity Union Trust Company. The preamble of the 1937 Agreement describes several trusts theretofore created and recites that certain of the parties to the 1937 Agreement might become entitled to receive corpus of such trusts from time to time as remaindermen. The preamble further recites that the corpus and/or accumulated income as then constituted of each of such trusts included shares of stock of Forstmann and/or Julius, both of which were then incorporated under the laws of the State of Delaware. Among other things, the 1937 Agreement provides in effect that any shares of stock of Forstmann or Julius (or of any successor companies) distributed out of any of the trusts described in the preamble to any party in such party's capacity as a remainderman should be delivered to the party entitled thereto only upon the condition that such party agree that if such party should thereafter, during the lives of the children and grandchildren of Julius Forstmann, desire to sell or otherwise dispose of all or any part of said shares, such party should first offer said shares to such of the children and grandchildren of Julius Forstmann as might then be living at the same price and upon the same terms as any other person or persons shall have offered to buy said shares from said party. The 1937 Agreement further provides that if said offer is not accepted within 60 days, the party who shall

have offered the shares may sell the shares or any of them free of the limitations of the Agreement.

From time to time, each of the undersigned has received distributions of shares of stock of Forstmann and Julius (Forstmann, the Delaware corporation, having been dissolved in 1938 and a New Jersy corporation of the same name having been formed as its successor) out of the trusts described in the preamble to the 1937 Agreement as set forth in Table I annexed hereto. Certain of such shares have heretofore been transferred as set forth in said Table I. The balance of such shares remain in the hands of Julius G. Forstmann and Louise Forstmann Wilson and are offered for sale by this letter.

(2) By his Last Will and Testament admitted to probate on November 6, 1939, by the Surrogate's Court of Ulster County of the State of New York, in Clause Tenth II, Julius Forstmann provided that if any shares of stock of Forstmann and/or Julius should be distributed to any beneficiary under his Will, the Trustees should deliver said shares to the beneficiary entitled thereto only upon the condition that such beneficiary agree that if such beneficiary should, during the lives of Julius Forstmann's children and grandchildren, desire to sell or otherwise dispose of all or any part of said shares, such beneficiary should first offer said shares to such of Julius Forstmann's children and grandchildren, or the guardian of or trustees for any of them who might be minors, as might then be living, at the fair market value thereof. Said Will further provides that if such offer is not accepted within 60 days, the beneficiary may sell or otherwise dispose of the shares or any part thereof free of the limitations created by Clause Tenth II. It is further provided that the fair market value of the stock shall be determined by arbitration if necessary.

Each of the undersigned has received distributions of shares of stock of Forstmann and Julius as a beneficiary under said Will as set forth in Table I annexed hereto. None of such shares have heretofore been transferred. All such shares are hereby offered for sale.

(3) The children and grandchildren of Julius Forstmann living as of the date of this offer are: Julius G. Forstmann, Lousie Forstmann Wilson and Peter A. Forstmann, all adults over the age of twenty-one years; and Anna L. Forstmann, Richard L. Forstmann, Julius A. Forstmann, Theodore J. Forstmann, John F. Forstmann, Marina A. Forstmann, Nicholas C. Forstmann, Elissa L. Forstmann, Cecily L. Wilson, Stephen K. Wilson, Lauren H. Wilson and Marcia F. Wilson, all infants under the age of twenty-one years. There are no other persons to whom offers under the 1937 Agreement and the Last Will and Testament of Julius Forstmann are required to be made as of the date of this offer.

(4) Negotiations between J. P. Stevens & Co., Inc., a Delaware corporation (hereinafter referred to as "Stevens"), and certain stockholders of Forstmann and Julius have culminated in an offer dated July 3, 1957 from Stevens to acquire all the outstanding stock of Julius and of Forstmann (other than stock of Forstmann owned by Julius) in exchange for 280,000 shares (subject to certain provisions as to adjustment) of capital stock of Stevens. Stevens has made its offer of acquisition subject to the condition, among others, that there be compliance with the provisions of the 1937 Agreement and with the provisions of the Last Will and Testament of Julius Forstmann, said provisions being described in paragraphs (1) and (2) above, respectively. Stevens' offer further provides, in effect, that if an offer made in compliance with said instruments is accepted, Stevens, may, at its option, terminate its offer and shall thereby be released from all its obligations thereunder.

All of you listed above (excluding infants) have been furnished previously with a copy of Stevens' offer dated July 3, 1957.

(5) All the stockholders of Julius and Forstmann (other than Julius) have entered into an agreement dated as of the 6th day of July, 1957 by which, among other things, they agree among themselves to accept the above-described offer from Stevens, and agree that, if the proposed exchange with Stevens is consummated, the 280,000 shares of capital stock of Stevens shall be apportioned among them in accordance with a table attached to the agreement.

All of you listed above (excluding infants) have been furnished previously with a copy of the agreement with the table attached (hereinafter called the "Forstmann Stockholder Agreement").

A total of 161,363 shares of Stevens stock is apportioned by said table to the holders of Class A and Class B stock of Julius pro rata according to their holdings of such stock, shares of Class A and Class B stock being treated equally for such purpose (Paragraph 2. of the Forstmann Stockholder Agreement). There are outstanding 11,000 shares of Class A and Class B capital stock of Julius. Accordingly, 14.66936 shares of Stevens stock are allocable to each share of Class A and Class B capital stock of Julius.

A total of 109,691 shares of Stevens stock is apportioned by the table annexed to the Forstmann Stockholder Agreement to the holders (other than Julius) of Common A and Common B stock of Forstmann pro rata according to their holdings of such stock, shares of Common A and Common B stock being treated equally for such purpose (Paragraph 2. of the Forstmann Stockholder Agreement). There are outstanding (excluding the shares of Forstmann held by Julius), 52,440 shares of Common A and Common B stock of Forstmann.

Accordingly, 2.09174 shares of Stevens stock are allocable to each share of Common A and Common B stock of Forstmann.

II. The offers to sell contained herein are made on the following terms and conditions:

For each share of Class A and Class B stock of Julius, 14.66936 shares of Stevens stock will be accepted, or, at the option of the purchaser, cash equal to the

market value of 14.66936 shares of Stevens stock, such market value being determined by the closing price of Stevens stock on the New York Stock Exchange on August 7, 1957.

For each share of Common A and Common B stock of Forstmann, 2.09174 shares of Stevens stock will be accepted, or, at the option of the purchaser, cash equal to the market value of 2.09174 shares of Stevens stock, such market value being determined by the closing price of Stevens stock on the New York Stock Exchange on August 7, 1957.

The offers contained herein shall expire on October 8, , 1957, being 60 days from the date of this letter of offer. Any acceptances or rejections of the offers contained herein shall be indicated in writing by registered letter addressed to Julius G. Forstmann, c/o Forstmann Woolen Co., Passaic, New Jersey, or to Louise Forstmann Wilson, c/o Forstmann Woolen Co., Passaic, New Jersey, as the case may be, mailed not later than October 8, 1957. Any and all acceptances or rejections shall become binding upon mailing. All such acceptances shall state the number of shares of stock of Forstmann and/or Julius which it is desired to acquire. In the event acceptances are received covering shares of stock of Forstmann and/or Julius in excess of the amounts offered hereby, the shares of Forstmann and/or Julius offered hereby shall be divided among the acceptors pro rata. For this purpose, each infant shall be entitled to have allocated for his or her benefit no greater number of shares than would have been the case had he or she been an adult.

Payment for shares of stock of Forstmann and Julius, in Stevens stock or in cash, as the case may be, as above provided, shall be made at the offices of Forstmann and Julius in Passaic, New Jersey not later than 2 P.M. Eastern Daylight Saving Time, on October 18, 1957 or the record date for the dividend, if any, for the fourth quarter of Stevens' fiscal year ending November 2, 1957, whichever date is earlier. Cash will be accepted in lieu of a fractional share of Stevens stock equal to the market value of such fractional share, such market value being determined by the closing price of Stevens stock on the New York Stock Exchange on the business day next preceding the date of payment. All federal and state stamp taxes on the transfer of Forstmann and Julius stock shall be paid by the undersigned Julius G. Forstmann or the undersigned Louise Forstmann Wilson, as the case may be.

Please indicate receipt of this letter and of the items referred to herein as having been furnished previously by signing theenclosed copy of this letter and returning the same to the undersigned, c/o Dewey, Ballantine, Bushby, Palmer & Wood, 40 Wall Street, New York 5, New York. Infants need not comply with the preceding sentence.

The signed original of this letter of offer has been filed at the offices of Forstmann Woolen Co. in Passaic, New Jersey, and is available for inspection there by any interested party.

Very truly yours,

Julius G. Forstmann
Julius G. Forstmann

Louise Forstmann Wilson
Louise Forstmann Wilson

August 9, 1957

TABLE I

(a) Stock owned by Julius G. Forstmann and Louise Forstmann Wilson which is subject to the restrictions in Clause Tenth II of the Last Will and Testament of Julius Forstmann, deceased.

	Now Held
Julius Forstmann & Co., Inc. - Class A Stock	
1. Distributed on 9/17/53 to Julius G. Forstmann in his capacity as a beneficiary	122 shs.
2. Distributed on 9/17/53 to Louise Forstmann Wilson in her capacity as a beneficiary	122 shs.
Julius Forstmann & Co., Inc. - Class B Stock	
None	
Forstmann Woolen Co. - Common A Stock	
3. Distributed on 9/17/53 to Julius G. Forstmann in his capacity as a beneficiary	1,318.8 shs.
4. Distributed on 9/17/53 to Louise Forstmann Wilson in her capacity as a beneficiary	1,318.8 shs.
Forstmann Woolen Co. - Common B Stock	
5. Distributed on 11/4/53 to Julius G. Forstmann in his capacity as a beneficiary	338-2/3 shs.
6. Distributed on 11/4/53 to Louise Forstmann Wilson in her capacity as a beneficiary	338-2/3 shs.

(b) Stock owned by Julius G. Forstmann and Louise Forstmann Wilson which is subject to the restrictions in the Agreement dated July 22, 1937.

Julius Forstmann & Co., Inc. - Class A Stock

None

			Now Held
Julius Forstmann & Co., Inc. - Class B Stock			
7. Distributed on 1/24/45 to Julius G. Forstmann from trust of 3/15/21 in his capacity as remainderman		2,500 shs.	
Transferred by him on 12/30/48	1,200		
Transferred by him on 12/26/50	900	2,100 shs.	
			400 shs.
8. Distributed to Louise Forstmann Wilson on 8/29/39, 72 shs., and on 11/9/45, 2,428 shs., in her capacity as remainderman, totalling		2,500 shs.	
Transferred by her on 12/30/48	1,200		
Transferred by her on 12/26/50	800	2,000 shs.	
			500 shs.
Forstmann Woolen Co. - Common A Stock			
None			
Forstmann Woolen Co. - Common B Stock			
9. Distributed to Julius G. Forstmann in his capacity as remainderman:			
(i) on 1/19/40 from trust of 12/31/34 created by Julius Forstmann		4,647 shs.	
(ii) on 1/19/40 from trust of 12/31/34 created by Adolfine Forstmann		3,019 shs.	
(iii) on 1/24/45 from trust of 3/11/32		4,000 shs.	
	Total	11,666 shs.	
Transferred by him on 12/22/50	3,000		
Transferred by him on 7/15/52	1,050	4,050 shs.	
			7,616 shs.
10. Distributed on 8/25/50 to Louise Forstmann Wilson from trust of 3/11/32 in her capacity as remainderman			4,000 shs.

ORDER

Filed August 13, 1957

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON, STEPHEN KIRK WILSON, LAUREN HALL WILSON and MARCIA FITCH WILSON Centreville, Maryland Infants	: : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

.....

ORDER

Upon the aforegoing petition and affidavit, it is this 13th day of August, 1957, ordered by the Circuit Court for Queen Anne's County in Equity, that a copy of the aforegoing petition, affidavit and this order be served on Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, and such copy be left with ~~some adult~~ James Carter an adult with whom said infants reside ~~other than Kenneth Wilson or Louise F. Wilson~~; and that J. Thomas Clark Esq. be appointed trustee and guardian for said infants for the sole purpose of protecting the rights of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson under the agreement of July 22, 1937, and Clause Tenth II of the will of the late Julius Forstmann deceased, and that he take such action in regard thereto as may be further ordered by this Court.

J. DeWEESE CARTER
Judge

Filed August 13, 1957

PETITION

Filed Aug. 13, 1957

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON, STEPHEN KIRK WILSON, LAUREN HALL WILSON and MARCIA FITCH WILSON Centreville, Maryland Infants	: : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

. . . . . .

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Kenneth Wilson and Louise F. Wilson, natural guardians of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, Petitioners, by Thomas J. Keating, Jr., and Piper and Marbury, Solicitors, respectfully represent;

1. That Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson are the children of your petitioners; that they are all infants, and that they are the only children of your petitioners. The dates of birth of said infants are Cecily Louise Wilson November 14, 1937; Stephen Kirk October 28, 1939; Lauren Hall February 8, 1946; Marcia Fitch January 3, 1948.

2. That all of said infants reside in Queen Anne's County, Maryland, and that there is no guardian of the property of said infants appointed in this jurisdiction.

3. That by virtue of a certain agreement dated July 22, 1937, a copy of said agreement is filed herewith and marked "Exhibit 1", the said infants (and certain other individuals similarly situated) are entitled to certain rights and property, and in particular the right to purchase certain of the stock in Julius Forstmann & Co., Inc. and Forstmann Woolen Co. in the event that stock which is subject to that agreement is offered for sale to other parties.

4. That similar rights were also given the said infants by Clause Tenth II of the will of the late Julius Forstmann a copy of said Clause of said will is filed herewith and marked "Exhibit 2".

5. That Louise F. Wilson is an owner of or has an interest in part of the shares of stock of Forstmann Woolen Co. and Julius Forstmann & Co., Inc., which are subject to the said agreement of July 22, 1937, and to said Clause Tenth II of the will of the late Julius Forstmann.

6. That an offer has been made to all of the stockholders of Julius Forstmann & Co., Inc. and Forstmann Woolen Co. (other than Julius Forstmann & Co., Inc.) by J. P. Stevens & Co., Inc., dated July 3, 1957, a copy of said offer is filed herewith marked "Exhibit 3".

7. That an agreement has been executed dated July 6, 1957, by and between all of the stockholders of Julius Forstmann & Co., Inc. and Forstmann Woolen Co. (other than Julius Forstmann & Co., Inc.), by which among other things, they agreed to accept said offer and to sell all said stock, a copy of said agreement is filed herewith, and marked "Exhibit 4".

8. That an offer has been made to said infants among others by its present owners to sell to said children that stock in Forstmann Woolen Co. and Julius Forstmann & Co., Inc., which is subject to said Clause Tenth II of the will of Julius Forstmann and said agreement of July 22, 1937, a copy of said offer is filed herewith and marked "Exhibit 5".

9. That no dividends have been paid on the shares of stock of Forstmann Woolen Co. or the Julius Forstmann & Co., Inc. for a period of two years.

10. That as appears from the said offer of J. P. Stevens & Co., Inc., "Exhibit 3", that Company has the right to refuse to purchase any of the stock of Forstmann Woolen Co. or the Julius Forstmann & Co., Inc., unless all of said stock is sold to it, and accordingly if the option to buy certain of the stock of Forstmann Woolen Co. or Julius Forstmann & Co., Inc., as given to said infants and others by said 1937 agreement or under said Clause Tenth II of the will of the late Julius Forstmann, is exercised on their behalf as to any of said stock then J. P. Stevens & Co., Inc. might reject and refuse to buy any of the stock in Forstmann Woolen Co. or Julius Forstmann & Co., Inc.

11. Said infants, individually and collectively, have not sufficient financial means to meet the said offer of J. P. Stevens & Co., Inc., and it would not be to the best interest of the infants to buy stock in either Forstmann Woolen Co. or Julius Forstmann & Co., Inc.

12. That all property and securities owned by said infants are held by Kenneth Wilson and Louise F. Wilson as natural guardians of said infants or by Kenneth Wilson, guardian of said infants, appointed such by the Surrogate Court of Essex County, New Jersey, on the 26th day of September, 1950, at a time when said infants were domiciled in that County.

13. That in order to reject the offer set forth in "Exhibit 5" it will be necessary under said 1937 agreement and Clause Tenth II of the will of Julius Forstmann that a guardian or trustee be appointed to do so and that as Kenneth Wilson and

Louise F. Wilson are parties to the agreement of July 6, 1957, "Exhibit 4" and also to the offer "Exhibit 5", it is believed that the guardian or trustee appointed to reject said offer should be someone other than Kenneth Wilson or Louise F. Wilson and should be appointed for the sole purposes of rejecting said offer and protecting the rights of said infants under said 1937 agreement and under Clause Tenth II of the will of Julius Forstmann.

WHEREFORE, your Petitioners pray this Honorable Court to:

(1) Pass an order appointing some suitable person of Queen Anne's County, Maryland, guardian and trustee of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, for the sole purpose of protecting the rights of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, under the said agreement of July 22, 1937, and Clause Tenth II of the will of the late Julius Forstmann, and that said guardian and trustee be authorized to act upon the said offer and that he be directed and ordered to decline to exercise any and all rights and options to purchase the stock of Forstmann Woolen Co. and Julius Forstmann & Co., Inc., which he might have under said agreement and said will, and particularly to refuse the offer set forth in "Exhibit 5" filed herewith on behalf of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson.

(2) That this Court order that said infants be notified of this proceeding by having a copy of this petition served on each of said infants by leaving such copy with an adult with whom said infants reside other than Kenneth Wilson or Louise F. Wilson.

(3) And for such other and further relief as the Court may deem proper.

AND, as in duty bound, etc.

KENNETH WILSON
Kenneth Wilson

LOUISE F. WILSON
Louise F. Wilson

Petitioners

THOS. J. KEATING JR.
Thomas J. Keating, Jr.
Telephone Centreville 79-W

PIPER & MARBURY
Piper & Marbury

Solicitors for Petitioners

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

THIS IS TO CERTIFY That on this 13th day of August, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Kenneth Wilson and Louise F. Wilson, Petitioners, and to me known to be such, and they each made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal the day and year herein last above written.

MARCY FOSTER COLLIER
Notary Public

My commission expires: 5-4-59

Filed August 13, 1957

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON, STEPHEN KIRK WILSON, LAUREN HALL WILSON and MARCIA FITCH WILSON, Centreville, Maryland Infants	: : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

. . . . . .

ORDER

Upon the aforegoing petition and affidavit, it is this 13th. day of August, 1957, ordered by the Circuit Court for Queen Anne's County in Equity, that a copy of the aforegoing petition, affidavit and this order be served on Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, and such copy be left with James Carter an adult with whom said infants reside; and that J. Thomas Clark, Esq., be appointed trustee and guardian for said infants for the sole purpose of protecting the rights of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson under the agreement of July 22, 1937, and Clause Tenth II of the will of the late Julius Forstmann deceased, and that he take such action in regard thereto as may be further ordered by this Court.

J. DeWeese Carter
Judge

Filed August 13, 1957

And on the back of the copy of the Petition and Order is the following endorsement, to wit:

THIS IS TO CERTIFY that I served a copy of the within and aforegoing Petition and Order on Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, Infants, by leaving copy of same with each of them and also by leaving copy of same with James Carter, adult, with whom they reside, all on the 13th day of August, 1957.

ALEXIS M. BUTLER
SHERIFF

ANSWER

Filed Aug. 13, 1957

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON STEPHEN KIRK WILSON LAUREN HALL WILSON and MARCIA FITCH WILSON Centreville, Maryland Infants	: : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

. . . . . .

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now Cecily Louise Wilson, one of the infants named in the petition in this case, by her solicitor, and says -

(1) That as appears from said petition she is over the age of eighteen (18) years and under the age of twenty-one (21) years.

(2) That she individually, to the extent that she has the power to do so, is rejecting the offer set forth in "Exhibit 5" filed with the petition, but that she also consents to the appointment of J. Thomas Clark, of Queen Anne's County, Maryland as guardian and trustee for the purpose of protecting her rights in addition to those of the other infants named in said petition which she has under the agreement of July 22, 1937, and Clause Tenth II of the will of the late Julius Forstmann, deceased, and she consents to submit to such decrees and orders as may be passed in this proceeding.

CECILY LOUISE WILSON
Cecily Louise Wilson

J. THOMAS CLARK
Solicitor for Cecily Louise Wilson

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

THIS IS TO CERTIFY that on this 13th day of August, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Cecily Louise Wilson, and made oath in due form of law that the matters and facts set forth in the aforegoing Answer are true to the best of her knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notaril Seal the day and year herein last above written.

NOTARY
PUBLIC
SEAL.

MARY KER KEATING
Notary Public
My commission expires: 5/4/59

Filed Aug. 13, 1957

PETITION FOR LEAVE
TO TAKE TESTIMONY

Filed Aug. 13, 1957

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON STEPHEN KIRK WILSON LAUREN HALL WILSON and MARCIA FITCH WILSON Centreville, Maryland Infants	: : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Petition of guardian and trustee appointed such by order of the Circuit Court for Queen Anne's County in Equity, dated August 13th, 1957, in the above case, respectfully shows that he desires to take testimony and prays that leave be granted him to do so before one of the standing examiners of this Court

J. THOMAS CLARK

Filed Aug. 13, 1957

ORDER

Filed Aug. 13, 1957

IT IS ORDERED this 13th day of August, 1957, that leave be granted to guardian and trustee in this case to take testimony as prayed before Vachel A. Downes, Jr., Esq. one of the standing examiners of this Court.

J. DeWEESE CARTER
Judge

Filed Aug. 13, 1957

TESTIMONY

Filed Aug. 26, 1957

TRANSCRIPT OF TESTIMONY

IN THE MATTER OF

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON et al	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 4134

Testimony of:
Kenneth Wilson
Kingsley Kunhardt

August 21, 1957

EX PARTE IN THE MATTER OF CECILY LOUISE WILSON, et. al.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4134

* * * * *

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, in Equity, at the request of Thomas J. Keating, Jr., one of the Solicitors for Kenneth Wilson and Louise F. Wilson, Petitioners, did, at the Bar Library, in the Court House, Centreville, Maryland, on Wednesday, August 21st, 1957, after swearing the witnesses and stenographer, proceed to take the following testimony; and I do hereby further certify that I was present during the taking of the testimony, that the examination was properly conducted, and that I did not deem it necessary for me to examine any witnesses, there being no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings.

VACHEL A. DOWNES JR.
Examiner

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EX PARTE IN THE MATTER OF CECILY LOUISE WILSON, STEPHEN KIRK WILSON, LAUREN HALL WILSON and MARCIA FITCH WILSON Infants	: : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 4134

Centreville, Maryland
August 21, 1957

Pursuant to an Order of the Circuit Court for Queen Anne's County in Equity, passed on August 13, 1957, the following testimony was taken before Vachel A. Downes, Jr. one of the Standing Examiners of said Court, in the Law Library of the Court House at Centreville, Queen Anne's County, at 1.30 o'clock p.m., August 21, 1957, there being present:

Thomas J. Keating, Jr. Esquire, and Frank T. Gray, Esquire, of Piper & Marbury, Baltimore, Maryland, on behalf of the petitioners, Kenneth Wilson and Louise F. Wilson;

J. Thomas Clark, Esquire, Trustee by appointment of the Court for Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson, and Marcia Fitch Wilson, Infants, and as Attorney for Cecily Louise Wilson;

Vachel A. Downes, Jr. Esquire, Standing Examiner.

(the reporter, Sidney Salzman, of Baltimore, Maryland, was then duly sworn to truly record and transcribe the proceedings)

Thereupon:

KENNETH WILSON

a witness of lawful age, after being duly sworn by the Standing Examiner, was examined and testified as follows:

Examination by the Standing Examiner

Q Kindly state your name and residence.

A My name is Kenneth Wilson. My residence is Conquest Farm, Centreville, Queen Anne's County, Maryland.

Q Do you know of the existence of any other prior litigation involving the parties to this cause, any other law suits?

A I do not.

Examination by Mr. Keating

Q Mr. Wilson, you are one of the petitioners in this proceeding?

A Yes.

Q Louise Forstmann Wilson, the other petitioner, is your wife?

A Yes.

Q In what capacity did you bring this proceeding?

A As the parents and natural guardians of the infant respondents.

Q Are the infant respondents your only children?

A Yes.

Q What are their names and respective dates of birth?

A Cecily Louise Wilson, born on November 14, 1937; Stephen Kirk Wilson, born on October 28, 1939; Lauren Hall Wilson, born on February 8, 1946, and Marcia Fitch Wilson, born on January 3, 1948.

Q Where do you presently reside, Mr. Wilson, and how long have you resided there?

A I have given the answer to the first part of that question. I have been a legal resident of this State since January 1, 1955.

Q And Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson reside there with you?

A Yes.

Q Is there now or has there ever been a guardian for these infants appointed in the State of Maryland?

A No.

Q Would you give us some of the background of this proceeding, Mr. Wilson?

A My wife, Louise Forstmann Wilson is the daughter of the late Julius Forstmann, the founder of the Forstmann Woolen Company, a woolen manufacturing company, and Julius Forstmann & Co. Inc., a marketing affiliate. The shares of stock in these two companies were, during the lifetime of the late Mr. Forstmann, held almost exclusively by or for the benefit of members of his family, and Mr. Forstmann wished to insure that this situation,namely family ownership of the companies, would so far as possible continue after his death. In furtherance of this objective, he was responsible for the taking of two steps which concern this proceeding.

First, there was on July 22, 1937, an Agreement entered into by Mr. Forstmann, Adolfine Forstmann, his wife, his sons Reinhold H. Forstmann, Curt E. Forstmann, Julius G. Forstmann, and daughter Louise Forstmann Wilson, and daughters-in-law Kathryn S. Forstmann, Elizabeth A. Forstmann, and Dorothy M. Forstmann, myself, and Fidelity Union Trust Company of Newark, New Jersey. A true copy of this agreement is annexed as Exhibit 1 to my petition.

Q Will you identify this paper which is marked Exhibit 1 with your petition, which is Agreement dated July 22, 1937, and say whether or not that is a copy of the original agreement?

A This is the agreement as described.

MR. KEATING: I would like to offer this in evidence and have it marked Petitioner's Exhibit No. 1, with testimony.

(so marked by the Standing Examiner)

A The preamble of this Agreement recites the execution of prior agreements by Mr. Forstmann, as settlor, and Fidelity Union Trust Company, as trustee, creating certain trusts containing shares of stock of the above companies, these trusts being for the benefit of Mr. Forstmann's children. It also recites the execution of similar prior agreements between Mrs. Forstmann, as settlor, and Fidelity Union Trust Company, as trustee, and provides that whenever the shares of the stock in either or both of said companies shall, by the terms of the governing trust agreement, become payable to the respective beneficiaries, such shares shall be delivered only on the condition that if the recipient should at any subsequent time desire to sell or otherwise dispose of such shares he will first offer the shares to the other children of Mr. Forstmann and their children on the same terms as those given the intended purchaser.

The second step taken by Mr. Forstmann was to include like restrictions in Clause Tenth II of his Last Will and Testament on the transfer of Forstmann Woolen Co., and Julius Forstmann & Co. Inc., shares passing under his Will. Mr. Forstmann's Will was admitted to probate in the Surrogate's Court of Ulster County, New York, on November 6, 1939. A true copy of Clause Tenth II is annexed as Exhibit 2 to my petition.

Q I now hand you the paper marked Exhibit 2 filed with your petition and ask you to identify or say whether or not this is a copy of Clause Tenth II of Mr. Julius Forstmann's Will.

A It is.

MR. KEATING: Mr. Examiner, I would like to offer that in evidence and have it marked Petitioner's Exhibit No. 2 with testimony.

(so marked by the Standing Examiner)

Q Mr. Wilson, will you name each of the children and grandchildren of Julius Forstmann alive at the present time, indicating which are over 21 years of age and which are under that age?

A The only surviving children of Julius Forstmann are Julius G. Forstmann and Louise Forstmann Wilson. There is one grandchild over the age of 21 years, namely, Peter A. Forstmann, a son of the late Curt E. Forstmann. The other grandchildren, all infants under the age of 21 years, are the four infant respondents herein; the six children of Julius G. Forstmann, namely, Julius A. Forstmann, Theodore J. Forstmann, John F. Forstmann, Marina A. Forstmann, Nicholas C. Forstmann and Elissa L. Forstmann; and Anna L. Forstmann and Richard L. Forstmann, who are children of the late Curt E. Forstmann.

Q Louise Forstmann Wilson, your wife, is the owner of or has an interest in part of the shares of stock subject to the restrictions contained in the 1937 Agreement and Clause Tenth II of Julius Forstmann's Will?

A Yes.

Q Now as to the immediate cause of this proceeding, you and your wife, Louise Forstmann Wilson, each own shares of stock in Forstmann Woolen Co. and Julius Forstmann & Co. Inc.?

A Yes.

Q Louise Forstmann Wilson, yourself, and all other persons owning stock in Julius Forstmann & Co. Inc. and Forstmann Woolen Co., other than Julius Forstmann & Co. Inc., have received from J. P. Stevens & Co. Inc. an offer in writing dated July 3, 1957 to purchase their shares, a copy of which is annexed to your petition as Exhibit 3, is that correct?

A That is correct.

Q I hand you herewith a letter from J. P. Stevens & Co. a copy of it marked Exhibit 3 filed with your petition and ask you to identify that as being the letter of offer which you just mentioned.

A That is correct.

MR. KEATING: I would like to offer that in evidence, Mr. Examiner, and have it marked Petitioners' Exhibit No. 3 with testimony.

(so marked by the Standing Examiner)

Q In your last previous answer you said that the stockholders of Forstmann Woolen Co. other than Julius Forstmann & Co. Inc. had received offer from J. P. Stevens. Is it not true that Julius Forstmann & Co. Inc. owns stock in the Forstmann Woolen Co.?

A That is correct.

Q Referring to the offer which J. P. Stevens & Co. have made, would you please summarize the terms of that offer?

A Stevens has offered to exchange 280,000 shares of its capital stock for all of the issued and outstanding shares of Julius Forstmann & Co. Inc. and Forstmann

Woolen Co. other than shares owned by Julius Forstmann & Co. Inc. The closing date for such exchange is fixed for October 18, 1957 unless otherwise agreed upon as provided in Stevens's offer.

One of the terms of this offer is an agreement by such shareholders of Forstmann Woolen Co. and Julius Forstmann & Co. Inc. that each will take such steps as are necessary to comply with the requirements of Clause Tenth II of the Will of Julius Forstmann and the Agreement dated July 22, 1937; and the consummation of the agreement of purchase by Stevens is conditioned upon compliance with these requirements.

Q Does the Stevens' offer by its terms require that it be accepted by holders of a certain percentage of the issued and outstanding stock of Forstmann Woolen Co. and Julius Forstmann & Co. Inc.?

A Yes, Item I, paragraph 1 of the offer requires that it be accepted by the holders of 100% of the issued and outstanding stock of both companies except the stock of Forstmann Woolen Co. held by Julius Forstmann & Co. Inc.

Q Have the holders of the shares of stock in these companies given any indication of their willingness to accept the offer of Stevens?

A Yes.

Q How have they indicated their acceptance?

A In two ways. First, by executing a written agreement among themselves, dated July 6, 1957, to accept the offer. A true copy of this agreement is annexed to my petition as Exhibit 4.

Q I hand you a paper writing marked Exhibit 4 filed with your petition, and ask you to identify it as the agreement between stockholders of Forstmann Woolen Co. and Julius Forstmann & Co. Inc., dated July 6, 1957.

A This is the correct agreement.

Q --copy of it.

MR. KEATING: Mr. Examiner, I would like to offer that in evidence and have it marked Petitioners' Exhibit No. 4 filed with the testimony.

(so marked by the Standing Examiner)

Q All right, you can go on with your answer now, sir.

A This agreement also provides that the 280,000 shares of capital stock of Stevens to be exchanged in accordance with the Stevens' offer shall be apportioned among the stockholders of Forstmann Woolen Co. and Julius Forstmann & Co. Inc. in accordance with Table A attached thereto.

Q What is the second indication of willingness to accept the offer?

A The second indication of the stockholders' acceptance of the Stevens' offer was the deposit by them, on or before July 31, 1957, with Fidelity Union Trust Company of Newark, New Jersey, of certificates representing 100% of the issued and outstanding stock of both companies, except the stock of Forstmann Woolen Co. owned by Julius Forstmann & Co. Inc., together with certain other papers, pursuant to Item XII of Stevens' offer.

Q There still remains to be satisfied, however, the condition of Stevens' offer that there be compliance with the requirements of the 1937 Agreement and Clause Tenth II of Julius Forstmann's Will? Is that correct?

A. Yes.

Q In addition to your wife, do you know of any other persons holding shares of stock subject to these requirements?

A Yes, Julius G. Forstmann.

Q Is it your understanding that your wife and Mr. Julius G. Forstmann have been advised that they must offer these shares of stock to the infant respondents in this proceeding, among others, on the same terms and conditions as the Stevens' offer before the deal with Stevens can be consummated?

A Yes.

Q Has such an offer been made to your children, the respondents in this proceeding?

A Yes, by a letter of offer dated August 9, 1957. A true copy is annexed to my petition as Exhibit 5.

Q I will hand you a paper marked Exhibit 5 filed with the petition, and entitled "a Letter of Offer", and ask you if that is the letter of offer to which you have just alluded?

A That is the correct letter of offer.

Q A copy of it rather?

A A copy of it.

MR. KEATING: Mr. Examiner, I would like to offer that in evidence and have it marked Petitioners' Exhibit No. 5 filed with the testimony.

(so marked by the Standing Examiner)

Q Now, Mr. Wilson, would you briefly summarize the contents of that offer?

A Yes. The letter of offer covers stock owned by Mr. Forstmann and my wife as set forth on Page 2 of the letter of offer. On the basis of Stevens' offer of 280,000 shares of its capital stock for all of the issued and outstanding stock of Forstmann Woolen Co. and Julius Forstmann & Co. Inc., and on the basis of the apportionment of these shares as set forth in the stockholders' agreement dated July 6, 1957, 14.66936 shares of Stevens stock will be accepted for each share of Class A and Class B stock of Julius Forstmann & Co. Inc., or cash equal to the market value of 14.66936 shares of Stevens stock as determined by the closing price of said stock on the New York Stock Exchange on August 7, 1957. And 2.09174 shares of Stevens stock will be exchanged for each share of Common A and Common B stock of Forstmann Woolen Co., or cash equal to the market value of 2.09174 shares of Stevens stock as determined by the closing price of said stock on the New York Stock Exchange on August 7, 1957.

Q Mr. Wilson, were you not duly appointed the guardian in New Jersey of these infant respondents by the Surrogate's Court of Essex County, New Jersey, on September 26, 1950, when you and they were residents of that State, and is not such appointment still in effect?

A Yes.

Q Has the same offer been made to you as guardian in New Jersey of these infant respondents?

A Yes.

Q However, since you and the infant respondents are no longer residents of New Jersey, is it correct that the position has been taken that compliance with the requirements of the 1937 Agreement and Clause Tenth II of Julius Forstmann's Will demands that said offer be acted upon by some person in Maryland appointed for the purpose of protecting the rights of said infants with respect to said Agreement and said Clause Tenth II and who under the laws of Maryland may on behalf of said infants accept or reject said offer and by such acceptance or rejection forever bind said infants; and such person should be either a guardian appointed by the Orphans' Court having jurisdiction or the guardian and trustee appointed in this proceeding?

A Yes.

Q Since you and your wife each own some of the issued and outstanding shares of Forstmann Woolen Co. and Julius Forstmann & Co. Inc., you believe that it was necessary that some other person be appointed guardian and trustee to take such action?

A Yes.

Q And that is thr reason you filed the petition in this proceeding?

A That is correct.

Q And Mr. Clark has been appointed such Trustee?

A That is correct.

Q Mr. Wilson, with regard to your status as guardian of the infant respondents in the State of New Jersey, how much property does each child own over which you exercise control? That is, under the New Jersey jurisdiction?

A Cecily owns $20,348.65; Stephen, $20, 252.21; Lauren, $5,926.20; and Marcia, $5,653.13; all of which is subject to my control as guardian.

Q I have here a summary of those children's holdings. I would like you to look at it and verify those figures if you will, please.

A These are correct.

Q Those you hold as guardian under the New Jersey jurisdiction?

A I do.

MR. KEATING: I would like to offer this in evidence, Mr. Examiner, and have it marked Petitioners' Exhibit No. 6 with testimony.

(so marked by the Standing Examiner)

Q Mr. Wilson, do you know the closing price of the Stevens stock on the New York Stock Exchange on August 7, 1957?

A Yes. Stevens stock closed at twenty-one and a half on the New York Stock Exchange on August 7, 1957.

Q According to the terms of the offer then you would be required to expend from the funds of each minor about $315.39 for each share of the Class A or Class B stock of Julius Forstmann & Co. Inc., and about $44.97 for each share of Forstmann Woolen Co. Common A and Common B stock, assuming that the value of Stevens stock stays near the August 7th closing price, is that right?

A That is correct.

Q Have you decided upon the action that you will take as guardian in New Jersey with respect to that offer? That is, will you accept it or reject it?

A Yes, I have decided that I will reject it.

Q Will you state the reasons for deciding, as guardian in New Jersey, to reject the offer?

A As guardian for these four children I do not consider that this stock represents a good investment for the children due to the fact that the stock of the Forstmann companies has not recently paid dividends. Also due to conditions in the textile industry and the garment manufacturing industry. Furthermore, there are internal problems with the Forstmann Woolen Co. involved.

Q. With regard to the Stevens transaction, is it not true that your children are the beneficiaries of various trusts which hold shares of stock of the Forstmann Woolen Co. and/or Julius Forstmann & Co. Inc., and if so, will you please describe those for us?

A Yes. There are four separate trusts, one for the primary benefit of each of my children, under a Trust Agreement dated December 29, 1948 between Adolfine Forstmann, as settlor, and Fidelity Union Trust Company, and myself, as Trustees. Adolfine Forstmann, who died in 1953, was my wife's mother. There are also four separate trusts, one for theprimary benefit of each of my children under a Trust Agreement dated December 22, 1950, between Louise Forstmann Wilson, as settlor, and The New York Trust Company, and myself, as Trustees.

Q And each of these trusts holds shares of stock in Forstmann Woolen Co., and/or Julius Forstmann & Co. Inc. which are exchangeable for shares of Stevens stock in the amounts set forth in Table A of the stockholders' agreement dated July 6, 1957?

A Yes, the trusts under the 1948 Trust Agreement will receive an aggregate of 31,431 shares, and the trusts under the 1950 Trust Agreement will receive an aggregate of 6,275 shares. These two sums total 37,706 shares.

Q Are you aware of Stevens's history of dividend payments on its shares?

A Yes, Stevens is currently paying $1.50 per share on an annual basis.

Q You say Forstmann stock has paid no dividends for the past two years?

A It has not.

Q Then the consummation of the exchange with Stevens would mean an additional $1.50 per share on 37,706 shares of Stevens, or $56,559 annually will be received into the trusts for the benefit of your children if Stevens's present dividend rate is continued?

A Yes, that is correct.

Q And Stevens's offer is conditioned upon acceptance by holders of 100% of the outstanding shares of Julius Forstmann & Co. Inc. and Forstmann Woolen Co., other than the shares of Forstmann Woolen Co. held by Julius Forstmann & Co., Inc.?

A Yes.

Q So that if you, as a New Jersey guardian, or if a person designated in Maryland to act on behalf of your children were to accept for them the offer of Julius G. Forstmann and/or Louise Forstmann Wilson, such acceptance might prevent the consummation of the transaction with Stevens and mean a loss of estimated annual income of $56,559?

A Yes, that is correct.

Q And this was one of the considerations which led you to decide to reject their offer, is that right?

A Yes.

Q Mr. Wilson, do any of your children own any property which is not subject to your control as guardian in New Jersey?

A No.

Q Do they own any property anywhere else at all?

A No.

Q Are there guardians appointed in other states for the other infant children of Julius Forstmann, and if so do you know what action they propose to take with respect to the offers to them under the Letter of Offer?

A Yes, I am informed that Dorothy M. Forstmann, wife of Julius G. Forstmann, is guardian for her six infant children by appointment in the State of Connecticut and that Elizabeth A. Forstmann is guardian for her two infant children by appointment in the State of New York. I am informed that neither Dorothy M. Forstmann nor Elizabeth A. Forstmann as such guardians propose to accept the offers to them and that their reasons for non-acceptance are similar to mine. In this respect their infant wards also have interests in various trusts.

MR. KEATING: I have no further questions from Mr. Wilson.

(examination concluded)

Thereupon:

KINGSLEY KUNHARDT

a witness of lawful age, after being duly sworn by the Standing Examiner, was examined and testified as follows:

Examination by the Standing Examiner

Q Will you kindly state your name and residence?

A Kingsley Kunhardt, Greenwich, Connecticut.

Q Do you know of the existence of any previous litigation between the parties to this proceeding?

A I do not.

Examination by Mr. Keating

Q What is your occupation?

A I am Vice President of the Guaranty Trust Company of New York, and as such I have had charge of their Investment Department since 1926.

Q In that time have you studied and become familiar with a good may publicly and closely held American corporations and the desirability of their equity and debt securities as investments?

A Yes.

Q How about the woolen industry, have you become familiar with some of the companies engaged in the woolen industry?

A Yes.

Q Are you familiar with Forstmann Woolen Co.?

A Yes.

Q And how about Julius Forstmann & Co. Inc.?

A Yes.

Q One of them I believe is the manufacturing company, and the other a marketing company?

A That is correct.

Q How did you happen to make a study of those two companies?

A In 1950 Guaranty Trust Company was appointed one of three co-executors of the estate of Curt Forstmann, who died at that time, and it was necessary for us not only to perform our duties as executor to familiarize ourselves with the affairs of those companies but also in connection with the establishment of values for inheritance tax purposes.

Q Did you have your Department prepare under your general supervision a study and report of the condition of those companies?

A Yes.

Q Have you got such a report with you in your possession or a copy of it?

A The report I have with me is the report that was prepared in connection with the offer that we are discussion of J. P. Stevens and Company stock for the Forstmann Woolen Co. and Julius Forstmann & Co. Inc. stock. This report was prepared by one of the officers in my Department who has specialized in textile matters, and its preparation was for submission to our Trust Investment Committee which is made up of five members of our Board of Directors. It was submitted to them so that they might arrive at a decision whether or not to accept the offer on behalf of the stock that we hold in the trusts created under the will of Curt Forstmann.

Q Because in that capacity your company has an interest in this offer?

A That is right.

Q Coming to the sources of information which you or your company used to arrive at a determination, what have you to say as to the sources of information which you used?

A Well, with regard to the two Forstmann companies, they being privately held companies publish no figures. However, they supplied us with their audited statements, and other interim statements, as we requested. With regard to J. P. Stevens & Co. Inc., that having for some years been a publicly owned company, publishes statments, filed statements with the S. E. C., and information is readily available with regard to it.

Q You are familiar with the offer which has been received by the Forstmann interests from J. P. Stevens & Co., are you not?

A Yes, sir.

Q And that is to exchange 280,000 of its own shares for all of the issued and outstanding shares of Julius Forstmann & Co. Inc., and Forstmann Woolen Co., other than those of the Forstmann Woolen Co. owned by Julius Forstmann & Co.?

A Yes.

Q I asked if you had the report which was prepared by your bank on the Forstmann Woolen Co.

A I have it.

Q Could I look at it?

(paper handed to Mr. Keating)

Q I would like to ask you to identify this written instrument which is dated July 10, 1957, and marked for the Trust Investment Committee, Forstmann Woolen Co., Julius Forstmann & Co. Inc., and ask you whether or not that is the report to which you have just alluded?

A It is.

MR. KEATING: I would like to offer this in evidence, Mr. Examiner, and have it marked Petitioners' Exhibit No. 7 filed with the testimony.

(so marked by the Standing Examiner)

Q You are aware are you not of the provisions previously testified to by Mr. Kenneth Wilson contained in the 1937 Agreement and Clause Tenth II of Mr. Julius Forstmann's Will?

A Yes, sir.

Q That is, those option provisions?

A Yes,sir.

Q And you heard Mr. Kenneth Wilson's testimony that in compliance with the requirement of the 1937 Agreement and the Will certain shares of stock of Forstmann Woolen Company and Julius Forstmann & Co. Inc. have been offered for sale to the infant respondents in this proceeding among others to comply with those option requirements?

A Yes, sir.

Q Have you ever examined a copy of that offer?

A Yes, sir.

Q It has already been offered in evidence. You have seen one of those?

A I have seen it.

Q I would like to put a hypothetical question to you. Suppose that a customer of your bank who had a well balanced portfolio of securities and a considerable amount of cash available for investment were to inform you that he had received an offer identical to the ones received by the infant respondents in this case, requesting your opinion from a business standpoint of the advisability of taking up all or part of the offer, what would be your opinion, what advice would you give him?

A I would recommend that he not take up the option.

Q Briefly give us some of the reasons for your opinion and such advice.

A Well, the textile industry at best is a hazardous industry, extremely cyclical, its swings being accentuated by the capacity built up in war times. The woolen section of the textile industry is if anything more speculative than the balance of the industry made of cotton and synthetic fabrics, and of the woolen industry the most speculative is the women's woolens and worsteds, depending as they do not only upon the necessity of supplying goods of a satisfactory quality at a satisfactory price, but also of a satisfactory styling. It is extremely difficult to forecast what the women will wish to buy at some time in the future when your goods will reach the market in the form of dresses. Therefore it is a very hazardous industry.

NOW this particular company is not in good financial position. It owes considerable sums of money, and on its own its future is subject to a great deal of question.

Q When you speak of this particular company you mean the Forstmann Woolen Co.?

A I mean the Forstmann Woolen, and J. F. Forstmann, considering them as a unit. Its past record of course has been excellent during the war and immediately thereafter when there were inordinate demands for goods of this sort. They also did quite well in Korea during the Korean war, but in part that was due to some fortunate exchange operations they had involving the Australian pound. Since then their results have been very poor. They have lost large sums of money each year but one, and then the profit was not particularly satisfactory, and they are currently losing large sums of money.

Q With particular reference to the offer made to these infant respondents, you have heard Mr. Wilson testify with regard to the nature and extent of the property owned by the children. Do you believe that from a business standpoint it would be in their best interest that these offers be accepted in their behalf?

A No.

Q For the reasons you have already given?

A Yes.

Q Is it your considered opinion therefore that the Trustee who has been appointed to represent these children in these proceedings should reject the offer which has been made to them?

A Yes.

Q For the same reasons you have given?

A Yes.

Q Referring back to the copy of the report which is identified as Exhibit No. 7, report for the Trust Investment Committee of your bank that was prepared under your supervision as Vice President in charge of the Trust Department of Guaranty Trust Company, was it?

A In charge of the Investment Department, yes.

Q You spoke of the Guaranty Trust Company in its trust capacity holding certain of the stock of Forstmann Woolen Co., and Julius Forstmann & Co. Inc. A similar offer of course has been received by your bank from J. P. Stevens & Company. Is your bank inclined to act favorably upon the acceptance of Stevens's offer?

A We have already joined with our co-Trustees in accepting the offer.

Q I notice on the last page of the last mentioned report there is in the condensed summary of income of J. P. Stevens & Company a history of its dividend payments for the past seven or eight years, is that correct?

A Yes.

MR. KEATING: I think that is all.

(examination concluded)

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the cause, as follows, to wit:

Vachel A. Downes, Jr., Examiner	$ 10.00
Sidney Salzman, 300 Court House, Baltimore-2, Maryland	$ 83.00
	$ 93.00

And I do further certify that said testimony was commenced at 1:30 o'clock, p.m., and was concluded at 3:00 p.m., the same day.

VACHEL A. DOWNES JR.
Examiner

For Petitioner's Exhibits No. 1, 2, 3, 4, and 5 filed August 26, 1957 see Exhibits Nos. 1, 2, 3, 4, and 5 filed August 13, 1957 recorded above immediately following the original Petition filed on August 13, 1957.

PETITIONER'S EXHIBIT NO. 6

Filed Aug. 26, 1957

SUMMARY OF PROPERTY
SUBJECT TO NEW JERSEY GUARDIANSHIPS

	Cecily Louise Wilson	Stephen Kirk Wilson	Lauren Hall Wilson	Marcia Fitch Wilson
Savings Account Montclair Trust Co., Montclair, N. J.	4,295.50	4,636.66	1,126.20	5,653.13
U. S. Savings Bonds				
Face Amount	(14,100.)	(13,700.)	(5,000.)	(-0-)
Market Value	16,053.15	15,615.55	4,800.	-0-
Total Value	20,348.65	20,252.21	5,926.20	5,653.13

PETITIONER'S EXHIBIT NO. 7

Filed Aug. 26, 1957

FOR THE TRUST INVESTMENT COMMITTEE

FORSTMANN WOOLEN COMPANY
JULIUS FORSTMANN & CO., INC. July 10, 1957

EXCHANGE & CONSENT

J. P. Stevens & Co., Inc., has offered to exchange 280,000 shares of its common stock for all of the outstanding shares of various classes of preferred and common stocks of Forstmann Woolen Company and Julius Forstmann & Co., Inc. Offer is conditioned upon acceptance by all stockholders. Is it the opinion of the Committee that such offer be accepted?

Stockholders of Forstmann Woolen Company and Julius Forstmann & Co., Inc. have been asked to consent to the distribution of the 280,000 shares of common stock of J. P. Stevens & Co., Inc. as outlined below: Is it the opinion of the Committee that such consent be furnished?

SUMMARY OF HOLDINGS*

Forstmann Woolen Company Common "A" (voting)	6 shares
Forstmann Woolen Company Common "B" (non-voting)	9,443 shares
Julius Forstmann & Co., Inc. Class "B" (non-voting)	1,200 shares

* All held in the Elizabeth A. Forstmann Trusts.

JULIUS FORSTMANN & CO., INC. - This company has acted as factor and selling agent under contract for the Forstmann Woolen Company and as such carried no inventories. Its assets have consisted of cash, receivables and sums due from the Woolen Company. Its only other important asset being 6,700 shares of Common "B" stock of the Forstmann Woolen Company purchased in 1952 for $1,172,500. As indicated in the attached condensed income accounts and balance sheets, earnings have declined sharply in the past several years and dividends have not been paid since 1954.

Under the agreement stockholders will receive book value for their stock in market value of J. P. Stevens & Co., Inc. stock at the current market of $23 a share. However, such book value is to be reduced by company's investment in Forstmann Woolen stock and stockholders will receive for it what the company would receive as a stockholder of Forstmann Woolen (i.e. 14,015 shares). Of the 280,000 shares of J. P. Stevens & Co., Inc. stock to be distributed stockholders of Juluis Forstmann & Co., Inc. will receive 161,363 shares of which our trusts will receive 17,603 shares.

FORSTMANN WOOLEN COMPANY - Operations of this company, specializing in fine fabrics which meet their chief demand from women's style clothing and to a lesser extent from men's suitings, have been unprofitable since Korea as is shown in the attached condensed income accounts and balance sheets, with working capital shrinking rapidly. Unaudited reports for the first five months of the current fiscal year show a further los of $1.~~4~~ 1.7 million.

Of the balance of 118,637 shares of J. P. Stevens & Co. Common Stock left after distribution to stockholders of Julius Forstmann & Co., Inc. 8,946 shares will be distributed to the preferred stockholders of the Forstmann Woolen Company in the main on the basis of par for the preferred stock in market value of Stevens stock, with the balance distributable to Common "A" and Common "B" stockholders pro-rata. The 9,449 shares which we hold in trust will therefore receive 19,765 shares of J. P. Stevens & Co., Inc. Common Stock.

EXPENSES & LEGAL FEES - Stockholders of both companies are asked to pay their respective pro rata share of commissions, legal fees and expenses in order to consumate the exchange of stock.

FORSTMANN WOOLEN COMPANY
JULIUS FORSTMANN & CO., INC. July 10, 1957

J. P. STEVENS & CO., INC. - Together with its subsidiaries is one of the largest, most diversified and financially strongest companies in the textile industry. In the past eighteen months it has expanded its operations through the purchase of D. B. Fuller & Co., converters of cotton and synthetic fabrics, the Worumbo-Manufacturing Company, weaver of high-grade woolens and the textile properties of the Simmons Company. Company also does a factoring business and acts as agent for the sale of textile products manufactured by others. Substantially all of the reported goods sold are manufactured in its own plants, as sales of products as selling agent for other manufacturers are not included in reported sales. Cotton fabrics account for 41% of its volume, synthetics some 37% and woolens about 27%. The latter, of course, will be increased with the acquisition of Forstmann, one of the top weavers of woolens. It has 16 cotton mills, 15 synthetic weaving plants and four woolen and worsted mills in the South (mainly in the Carolinas) and eight additional mills in New England. Since 1946, capital expenditures have exceeded $120 million. Company's record is an excellent one, with unbroken earnings as far back as the published records go.

Common stock is currently selling at $23 to yield 6.50% at the current dividend of $1.50 a share. This price is equivalent to 45% of book value of $51.28 a share and 120% of net working capital per common share of $19.26.

NET EFFECT OF EXCHANGE

Equity of	Combined	Book Value of Stock to be Received		Market Value of Stock to be Received	
		Amount	% of Book Value	Amount	% of Book Value
Forstmann Woolen Company) Julius Forstmann & Co., Inc.) $15,616,000		$14,358,000	92%	$6,440,000	41%
Forstmann Woolen Company $12,227,000		6,083,000	50%	2,719,000	22%
Julius Forstmann & Co., Inc. $ 3,389,000		8,275,000	245%	3,711,000	110%

Working Capital of	Combined	Working Capital of Stock to be Received: Amount	% of Working Cap.	Market Value of Stock to be Received: Amount	% of Working Cap.
Forstmann Woolen Company, Julius Forstmann & Co., Inc. $ 5,203,000		$5,398,000	104%	$6,440,000	124%
Forstmann Woolen Company $ 1,918,000		2,287,000	120%	2,719,000	141%
Julius Forstmann & Co., Inc. $ 3,285,000		3,111,000	95%	3,711,000	113%

EFFECT ON TRUSTS

	Inventory Value	Market Value of J. P. Stevens stock to be Received
Julius Forstmann & Co., Inc. Common "A" & "B"	$ 486,300	$ 404,900
Forstmann Woolen Company Class B	1,397,350	$ 454,600
	$ 1,883,650	$ 859,500

Dividend Income	Actual	If J. P. Stevens stock had been held
1957	-	$56,000
1956	-	$56,000
1955	-	46,700
1954	$33,000	56,000
1953	71,000	74,700
1952	68,900	74,700
1951	74,700	102,700
1950	78,400	115,100

FORSTMANN WOOLEN COMPANY
JULIUS FORSTMANN & CO., INC. July 10, 1957

Julius Forstmann & Co., Inc.

CONDENSED SUMMARY OF INCOME - (thousands)

Years Ended Nov.30	Total Revenues $	Net Before Taxes $	Income Taxes $	Net Income $	Per Common Share: Earned $	Per Common Share: Paid $	Per Common Share: Book Value $	Per Common Share: Net Working Capital $
1956	2,051	52	-	52	4.72	-	451.22	328.50
1955	2,248	28	-	28	2.53	-	446.02	324.90
1954	2,271	342	120	222	20.14	12.00	438.35	317.20
1953	2,427	302	125	177	16.07	12.00	442.63	283.17
1952	2,097	204	87	117	10.66	10.00	420.64	281.82
1951	2,049	269	104	165	15.00	15.00	437.40	429.60
1950	2,235	334	128	206	18.69	18.00	437.40	429.50
1949	1,941	300	92	208	18.94	18.00	436.63	428.80
1948	2,007	985	300	685	*62.29	24.00	435.60	427.70
1947	2,020	631	215	416	37.82	24.00	330.48	277.20

* Includes $34.89 a share capital gains.

CONDENSED BALANCE SHEET FIGURES - (thousands)

As Of Nov. 30	Cash & Mktble. Securs. $	Receivables $	Due from Forstmann Woolen $	Inventories $	Total Curr. Assets $	Net Working Capital $	Investment in Forstmann Woolen $	Stock: Class "A" $	Stock: Class "B" $	Surplus $
1956	451	109	3,228	-	3,786	3,385	1,173	100	1,000	3,512
1955	3,036	4,786	-	-	7,821	3,349	1,173	100	1,000	3,460
1954	936	3,758	11,722	-	16,416	3,272	1,173	100	1,000	3,384
1953	1,147	4,045	6,828	-	12,020	3,182	1,173	100	1,000	3,426
1952	1,086	4,459	8,544	-	14,091	3,100	1,173	100	1,000	3,206
1951	750	3,512	11,337	-	15,661	4,396	-	100	1,000	3,199

FORSTMANN WOOLEN COMPANY
JULIUS FORSTMANN & CO., INC. July 10, 1957

Forstmann Woolen Company

CONDENSED SUMMARY OF INCOME - (thousands)

Years Ended Nov.30	Net Sales $	Net Before Taxes $	Income Taxes $	Net Income $	Per Common Share: Earned $	Per Common Share: Paid $	Per Common Share: Book Value $	Per Common Share: Net Working Capital $
1956	27,265	(d) 403	-	(d) 403	(d) 7.05	-	226.49	45.30
1955	26,863	(d)3,537	-	(d)3,537	(d)59.56	-	233.30	47.21
1954	26,880	(d)2,662	cr.974	(d)1,688	(d)28.78	2.00	294.52	98.11
1953	36,641	1,551	740	811	13.48	6.00	308.39	117.70
1952	33,340	(d)1,907	cr.830	(d)1,077	(d)18.45	6.00	317.99	106.54
1951	36,060	1,288	595	693	11.48	6.00	342.44	135.75
1950	42,823	4,722	2,200	2,522	42.41	6.00	336.79	138.11
1949	37,596	2,613	1,000	1,613	27.04	2.50	300.39	110.68
1948	37,834	6,025	2,400	3,625	61.24	5.50	275.84	126.58
1947	34,853	2,804	1,577	2,327	26.23	4.00	194.67	115.14

CONDENSED BALANCE SHEET FIGURES - (thousands)

As Of Nov.30	Cash & Receivs.	Invents.	Total Current Assets	Notes Payable	Due Julius Forstmann & Co.	Net Working Capital	Funded Debt	Pfd. Stock	Common A &B	Surplus & Reserves
	$	$	$	$	$	$	$	$	$	$
1956	7,140	12,727	19,868	12,750	3,200	2,898	-	219	3,844	9,621
1955	3,890	12,591	16,481	12,750	-	3,011	-	219	3,844	10,023
1954	737	21,062	21,799	1,000	11,722	8,021	2,000	219	3,844	13,574
1953	-	20,481	20,481	1,000	6,828	10,180	2,000	219	3,844	15,395
1952	830	20,327	21,157	900	8,598	10,520	3,000	219	3,844	15,362
1951	90	27,540	27,630	800	11,450	13,147	4,000	219	3,844	16,408

FORSTMANN WOOLEN COMPANY
JULIUS FORSTMANN & CO., INC.

July 10, 1957

CONDENSED SUMMARY OF INCOME - (thousands)

J. P. Stevens & Company, Inc.

Years Ended About Oct.31	Net Sales	Net Before Taxes	Income Taxes	Net Income	Per Common Share Earned	Per Common Share Paid	Per Common Share Book Value	Per Common Share Net Working Capital
	$	$	$	$	$	$	$	$
1956	372,616	17,810	9,560	8,250	2.08	1.50	51.28	19.26
1955	321,101	19,274	10,750	8,524	2.15	1.25	48.39	21.67
1954	277,559	7,168	3,595	3,573	0.90	1.50	47.49	21.51
1953	334,510	18,810	9,490	9,320	2.35	2.00	48.17	21.73
1952	387,148	18,133	9,150	8,983	2.27	2.00	47.82	20.05
1951	349,471	43,849	23,000	20,849	5.65	2.75	47.60	22.50
1950	294,863	39,673	16,200	23,473	6.78	3.00	45.17	23.85
1949	277,534	34,524	11,650	22,874	6.61	2.75	41.01	21.99
1948	287,258	51,065	23,050	28,015	8.10	3.25	36.06	19.31
1947	224,272	49,410	20,900	28,510	8.24	2.37½	31.27	19.43

CONDENSED BALANCE SHEET FIGURES - (millions)

As of About Oct.31	Cash & Mktble. Securs.	Receivs.	Invents.	Total Curr. Assets	Net Working Capital	Net Plant	Funded Debt	Common Stock	Surplus
	$	$	$	$	$	$	$	$	$
1956	16.2	65.1	109.1	190.5	131.8	113.9	55.6	59.4	143.8
1955	21.1	86.8	74.9	182.8	115.7	97.0	29.8	59.4	132.3
1954	23.5	76.9	76.4	177.1	111.6	95.8	26.4	59.4	128.7
1953	28.3	45.0	78.8	152.4	113.7	101.2	27.6	59.4	131.4
1952	17.3	55.1	84.9	157.3	112.2	105.1	32.8	59.4	129.9
1951	18.4	50.7	103.1	172.2	113.0	87.7	30.0	55.3	120.2

DECREE

Filed Aug. 30, 1957

EX PARTE: IN THE MATTER OF CECILY LOUISE WILSON STEPHEN KIRK WILSON LAUREN HALL WILSON and MARCIA FITCH WILSON Centreville, Maryland, Infants	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. Chancery No. 4134

D E C R E E

A PETITION having been filed in this case, the Court having appointed J. Thomas Clark as Trustee to protect the interests of the Infant Respondents hereto, an Answer having been filed by Cecily Louise Wilson and by J. Thomas Clark, as Trustee, Testimony having been taken before Vachel A. Downes, Jr., Examiner, the Court having reviewed the Testimony and Exhibits presented, and the Court having concluded that it is to the best interest of the Infant Respondents to refuse to take up the offer that has been made to them by letter offer dated August 9, 1957;

IT IS, this 30th day of August, 1957, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, ADJUDGED, AND DECREED

1. THAT J. Thomas Clark, Esq., as Trustee and Guardian for said Infants, be and he is hereby directed to decline to exercise and to waive any and all rights and options to purchase the stock of Forstmann Woolen Co. and Julius Forstmann & Co., Inc., which he might have under a certain Agreement dated July 22, 1937, and under Clause Tenth II of the Last Will and Testament of Julius Forstmann, deceased, and particularly to refuse on behalf of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson the offers to said Infants set forth in a certain Letter of Offer dated August 9, 1957.

2. THAT said J. Thomas Clark, as Trustee and Guardian for said Infants, execute a written paper and deliver the same promptly by Registered Mail, all as set forth below.

To: Julius G. Forstmann and Louise Forstmann Wilson, c/o

Forstmann Woolen Co., Passaic, New Jersey.

Dear Madam and Sir:

In accordance with a Decree of the Circuit Court for Queen Anne's County, in Equity, dated August 30th, 1957, in a case entitled EX PARTE: IN THE MATTER OF CECILY LOUISE WILSON, STEPHEN KIRK WILSON, LAUREN HALL WILSON AND MARCIA FITCH WILSON, Centreville, Maryland, Infants, Chancery Number 4134, the undersigned hereby refuses for and on behalf of Cecily Louise Wilson, Stephen Kirk Wilson, Lauren Hall Wilson and Marcia Fitch Wilson, Infants, the offers made to said Infants by each of you contained in Letter of Offer dated August 9, 1957.

In order to enable you to sell said stock I represent to you that on behalf of my Wards I hereby waive any rights to purchase the stock offered for sale, and hereby authorize you to sell said stock without further notice to my Wards or to me.

Very truly yours,

J. Thomas Clark,
Trustee and Guardian

3. THAT said J. Thomas Clark, Esq., as Trustee and Guardian for said Infants be and he is hereby directed to execute any and all documents necessary to effectuate the foregoing, including but not limited to an agreement among the Offerees to whom the Letter of Offer dated August 9, 1957, was addressed pursuant to the Agreement dated July 22, 1937, and under Clause Tenth II of the Last Will and Testament of Julius Forstmann, deceased, said Agreement to provide that in consideration of the action of each other said Offerees reject said offer.

WM. R. HORNEY
JUDGE

Filed Aug. 30, 1957

::
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 this third day of January in the year nineteen hundred and fifty-seven, the following Bill of Complaint was filed for record, to wit:

ARDELLE VIRGINIA FERRELL c/O John Braxton, Jr. 921 Poplar Grove Street Baltimore 16, Maryland, Plaintiff,	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
ERNEST BRADFORD FERRELL R.F.D. No. 1, Box No. 84, Chestertown P.O., Queen Anne's County, Maryland, AGNES STEWARD MILES, 1723 Mary Street Chester, Pennsylvania SAMUEL STEWARD, Housing Project of Chester, 930 Flower Street, Chester Pennsylvania LEONARD BLACKWELL AGENES WILLIAMS MAMIE WILLIAMS and SAMUEL WILLIAMS, all residing at: c/o Samuel Steward, Housing Project of Chester 930 Flowee Street, Chester, Pennsylvania, J. OREM CECIL, JR., Administrator of Joshua Ferrell, deceased Church Hill, Maryland, Defendants	)	Cause No. 4089

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That Alfred Ferrell, late of Queen Anne's County, State of Maryland, departed this life some time in the year 1902, intestate, seized and possessed of the following described lot of land: (which has since become subject to the right of way hereinafter mentioned):

ALL that lot of land situate in the Second Election District of Queen Anne's County, State of Maryland, on the north side of the County road leading from the Church Hill to Chestertown State Highway to Rolph's Wharf, known as the "Alfred Ferrell Property", adjoining lands now or formerly of C. N. Evans and Walter Hollingsworth, and more particularly described by metes and bounds, courses and distances, as follows, to wit: BEGINNING at the end of the first line of Lot No. 2 as designated in a return of a survey by James A. Peace, Trustee of John Thompson, and running from said beginning, at which point a stone has been planted, South 69 degrees east 19 perches; thence South 13 degrees west 86 perches; thence North 81 degrees 15' west 19 perches; and thence North 13 degrees east 90 perches to the place of beginning, containing 10 acres, 3 roods and 15 perches of land, more or less; being the same land which was conveyed to Alfred Ferrell by Charles W. Clements and wife, by deed dated December 19, 1874, and recorded among the land records for said Queen Anne's County in Liber W.A.G.H. No. 1, folio 319; saving and excepting the part thereof conveyed to the County Commissioners of Queen Anne's County by your Oratrix and by E.B. Ferrell by grant dated October 30, 1953 and recorded among said land records in Liber T.S.P. No. 13, folio 271, consisting of all land lying within twenty-five feet of the center line of the public road leading from Route 213 to Rolph's Wharf; and subject to the effect of the grant of right of way to Choptank Electric Cooperative, Inc. from Joshua Ferrell and your Oratrix, his wife, dated September 10, 1947 and recorded among said land records in Liber A.S.G. No. 18, folio 414.

and that said deed, marked "Exhibit A" is filed herewith as part hereof.

2. That said Alfred Ferrell left surviving him as his only heirs at law three children, viz: Susie Steward, Harriet Branson and Joshua Ferrell.

3. That said Harriet Branson died intestate in or about the year 1907, leaving surviving her, as her only heir at law, the defendant, Ernest Bradford Ferrell, her son; and that her husband, Albert Branson, died about the year 1940.

4. That said Susie Steward died intestate, leaving surviving her, as her only heirs at law, the defendant Agnes Steward Miles, a daughter, the defendant Samuel Steward, a son, and four children of her daughter Helen Steward, who had predeceased her, viz; the defendants Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams.

5. That all of the said defendants are adults, as is your Oratrix.

6. That said Joshua Ferrell died on or about the 5th day of May, 1948, intestate, a resident of Queen Anne's County, aforesaid, leaving surviving him, as his only heirs at law, five children and your Oratrix, his widow. The names of said children were Marjorie Ailor, who later became Marjorie Robinson, Inez Smith, who later became

Inez White, Forrester Ferrell, Louise Ferrell Spencer and Joslyn Ferrell. The said Marjorie Ferrell Robinson and Eugene Robinson, her husband, and the said Inez Ferrell White and Samuel White, her husband, granted their interests in said land to your Oratrix by deed dated August 19, 1953, duly acknowledged, and recorded on August 10, 1955, among said land records, in Liber T.S.P. No. 23, folio 313. This deed, marked "Exhibit B", is filed herewith as a part hereof. The said Forrester Ferrell and Lillian Ferrell, his wife, the said Louise Ferrell Spencer and John H. Spencer, her husband, and the said Joslyn Ferrell granted their interests in said land to your Oratrix by deed dated January 30, 1953, duly acknowledged, and recorded on August 10, 1955, in said Liber T.S.P. No. 23, folio 315. This last mentioned deed, marked "Exhibit C", is filed herewith as a part hereof.

7. That letters of administration were granted on the estate of said Joshua Ferrell, deceased, by the Orphans' Court of Queen Anne's County, unto J. Orem Cecil, Jr. on November 23, 1948. The administrator was granted said letters as the largest creditor of said decedent after two notices had been given by publication to the next of kin and heirs at law of the decedent; that said administrator filed his first and final administration account on June 28, 1949, showing over-payment of $274.41 advanced by your Oratrix but showing no payment to the administrator of any debt of the decedent; nor did the administrator file any claim against the estate within the time limited by the notice to creditors, which was duly published. There was, however, a claim filed in the name of Bradford Ferrell in the sum of $66.45, later settled and withdrawn, which was in fact filed by Bradford Ferrell as assignee for value of J. Orem Cecil, Jr., T/A Cecil's Garage, and represented the only debt to J. Orem Cecil, Jr. from the decedent.

8. That so far as is known to your Oratrix, there has been no administration upon the personal estates of Alfred Ferrell, Harriet Branson or Susie Ferrell Steward.

9. That said land is improved by a dwelling house, shop, barn and meat house; and that said real estate cannot be divided without loss or injury to the parties interested therein and owning the same, as above set forsth, and your Oratrix is advised that she is entitled to have said real estate sold under a decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights and intersts.

TO THE END, THEREFORE

(1) That said real estate herein before described may be sold under a decree of this Court for the purpose of partition of the proceeds of the sale among the parties entitled thereto.

(2) That a division of the proceeds of sale may be had among the parties owning said real estate or interested therein according to their respective interests and rights therein, under the direction of this Honorable Court.

(3) That a trustee may be appointed by this Honorable Court to sell said real estate and to convey the same to the purchaser by a good and sufficient deed, conveying 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, as well as free, clear and discharged, of and from the claims of all creditors of Aldred Ferrell, deceased, Harriet Branson, deceased, Susie Steward, deceased and of any claim of J. Orem Cecil, Jr., as a creditor of Joshua Ferrell, deceased.

(4) That said trustee may be vested with the power and authority to collect and receive the purchase monies and bring the same into this Honorable Court for distribution under its order and direction.

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

And as in duty bound, etc.

HOWARD WOOD
Solicitor for Plaintiff

Filed Jan. 3, 1957

"EXHIBIT A"

Filed Jan. 3, 1957

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty second day of December in the year eighteen hundred and seventy five, the following Deed was brought to be recorded, to wit:

This Deed, made this nineteenth day of December in the year Eighteen hundred and seventy four by Charles W. Clements and Alice A. Clements, his wife, of Queen Annes County, State of Maryland. Witnesseth:- that for and in consideration of the sum of four hundred dollars, the said Charles W. Clements and Alice A. Clements his wife, do grant and convey in fee simple unto Alfred Ferrell, colored, of said County and State, All that Lot of land, formerly owned by Mrs. Juliana Clements and in wood, which is contained within the following metes and bounds courses and distances, to wit: Beginning at the end of the first line of Lot No. 2 as designated in a return of a survey by James A. Pearce, Trustee of John Thompson, and running from said beginning at which point a stone has been planted South Sixty nine degrees East nineteen perches, thence South thirteen degrees west eighty six perches, thence north Eighty one degrees fifteen minutes west nineteen perches, and thence north thirteen degrees East ninety perches to the place of beginning: containing ten acres, three roods and fifteen perches of land, more or less, and the said Charles W. Clements

covenants that he will warrant specially the property hereby conveyed - Witness our hands and seals.

Test: C. W. CLEMENTS (SEAL)

R. E. E. DOWNES. ALICE A. CLEMENTS (SEAL)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this nineteen-the day of December in the year Eighteen hundred and seventy four 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. Clements and Alice A. Clements, his wife and did each acknowledge the aforegoing Deed to be their respective act.

R. E. C. DOWNES J.P.

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

This is to certify that the aforegoing is truly taken and copied from Liber W.A.G.H. No. 1, folio 319, 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 9th day of April, in the year nineteen hundred and fifty eight.

T. SORDEN PIPPIN
Clerk.

"EXHIBIT B"

Filed Jan. 3, 1957

#36,320

RECEIVED FOR RECORD Aug. 10, 1955

THIS DEED made this 19th day of Augudt, in the year one thousand nine hundred and fifty-three by and between MARJORIE FERRELL ROBINSON, EUGENE ROBINSON, her husband, INEZ FERRELL WHITE, SAMUEL WHITE, her husband, all of Cook County, State of Illinois, parties of the first part, and ARDELLE VIRGINIA FERRELL, of Baltimore City, State of Maryland, party of the second part;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipts whereof are hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land with the improvements thereon situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the Northerly side of the County Road leading from the Church Hill to Chestertown State Highway to Rolph's Wharf, known as "The Alfred Ferrell Property, adjoining the lands now or formerly of C.N. Evans and Walter Hollingsworth, and more particularly described by metes and bounds, courses and distances as follows, to wit:

BEGINNING at the end of the first line of Lot No. 2 as designated in the return of a survey of James A. Peace, Trustee of John Thompson, and running from said beginning at which point a stone has been planted South 69 degrees East 19 perches, thence South 13 degrees West 86 perches, thence North 81 degrees 15' West 19 perches, thence North 13 degrees East 90 perches to the place of beginning, containing ten acres, 3 roods and 15 perches of land, more or less.

BEING the same property conveyed unto Alfred Ferrell by deed from Charles W. Clements and wife, dated the 195th day of December, 1874 and recorded among the Land Records of Queen Anne's County in Liber W.A.G.H. No. 1, folio 319, the said Alfred Ferrell departing this life in Queen Anne's County, Maryland, sometime in the year 1902, survived by Joshua Ferrell,Harriet Ferrell and Susie Ferrell Stewart, children, as his only heirs at law.

BEING FURTHER the same land of which Joshua Ferrell eied, seized and possessed of a 1/3 interest therein, on or about the 5th day of May, 1948, survived by Ardelle V. Ferrell, his wife, and Forrester Ferrell, Marjorie Robinson, Inez Ferrell White, Louise Ferrell Spencer and Joslyn Ferrell, his children, as his only heirs at law.

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

TO HAVE AND TO HOLD said lot or parcel of land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the party of the second part, her heirs and assigns, in fee simple, forever.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors:

TEST:

JOSLYN L. FERRELL — MARJORIE FERRELL ROBINSON (SEAL)
Marjorie Ferrell Robinson

JOSLYN L. FERRELL — EUGENE ROBINSON (SEAL)
Eugene Robinson

JOSLYN L. FERRELL — INEZ FERRELL WHITE (SEAL)
Inez Ferrell White

JOSLYN L. FERRELL — SAMUEL IRAN WHITE (SEAL
Samuel White

STATE OF ILLINOIS :
to wit:
COOK COUNTY :

I HEREBY CERTIFY, that on this 19th day of August in the year one thousand nine hundred and fifty-three before me, the subscriber, a Notary Public of the State of Illinois, in and for the County aforesaid, personally appeared Marjorie Ferrell Robinson, Eugene Robinson, Inez Ferrell White and Samuel White and each acknowledged the foregoing Deed to be their act.

Witness my hand and Notarial seal.

H. EMMET MCHUGH
H. Emmet McHugh
Notary Public
My Commission Expires Sept. 2, 1954

Filed Jan. 3, 1957

NOTARY
PUBLIC
SEAL.

And on the back of the aforegoing "Exhibit B" are the following endorsements:

August 10, 1955
TAXES PAID TO Jan. 1, 1955
Charles E. Anthony, Sr.
Treasurer of Queen Anne's Co.

RECEIVED FOR TRANSFER
This 10th day of Aug. 1955
Frances C. Legg Clerk
Queen Anne's County Commissioners

State of Maryland,
Queen Anne's County, sct.

I HEREBY CERTIFY that this Deed was received for record this 10 day of August 1955, and recorded in Liber T.S.P. No. 23 folio 313, a Land Record Book for Queen Anne's County.

T. SORDEN PIPPIN Clerk

Recording fee.....$ 3.15
Document Stamp.....$ ----
Total.....$ 3.15 pd.

"EXHIBIT C"

Filed Jan. 3, 1957

#36,321
RECEIVED FOR RECORD Aug. 10, 1955

THIS DEED made this 30th day of January, in the year one thousand nine hundred and fifty-three by and between FORRESTER FERRELL, LILLIAN FERRELL, his wife, LOUISE FERRELL SPENCER, JOHN H. SPENCER, her husband, JOSLYN FERRELL, single, parties of the first part; and ARDELLE VIRGINIA FERRELL, party of the second part, all of Baltimore City, State of Maryland;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipts whereof are hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land with the improvements thereon situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the Northerly side of the County Road leading from the Church Hill to Chestertown State Highway to Rolph's Wharf, known as "The Alfred Ferrell Property, adjoining the lands now or formerly of C.N. Evans, and Walter Hollingsworth, and more particularly described by metes and bounds, courses and distances as follows, to wit:

BEGINNING at the end of the first line of Lot No. 2 as designated in the return of a survey of James A. Peace, Trustee of John Thompson, and running from said beginning at which point a stone has been planted South 69 degrees East 19 perches, thence South 13 degrees West 86 perches thence North 81 degrees 15' West 91 perches,

thence North 13 degrees East 90 perches to the place of beginning, containing ten acres, 3 roods and 15 perches of land, more or less.

BEING the same property conveyed unto Alfred Ferrell by deed from Charles W. Clements and wife, dated the 19th day of December, 1874, and recorded among the Land Records of Queen Anne's County in Liber W.A.G.H. No. 1, folio 319, the said Alfred Ferrell departing this life in Queen Anne's County, Maryland, sometime in the year 1902, survived by Joshua Ferrell, Harriet Ferrell and Susie Ferrell Stewart, children, as his only heirs at law.

BEING FURTHER the same land of which Joshua Ferrell died, seized and possessed of a 1/3 interest therein, on or about the 5th day of May, 1948, survived by Ardelle V. Ferrell, his wife, and Forrester Ferrell, Marjorie Ferrell Robinson, Inez Ferrell White, Louise Ferrell Spencer and Joslyn Ferrell, his children, as his only heirs at law.

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

TO HAVE AND TO HOLD said lot or parcel of land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the party of the second part, her heirs and assigns, in fee simple, forever.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted and conveyed; and that they will execute such further assurances of the same as may be requisite..

WITNESS the hands and seals of said Grantors.

TEST: As to all signatures:-

MADELINE W. MURPHY

the same as on all

FORRESTER C. FERRELL (SEAL)
Forrester Ferrell

LILLIAN FERRELL (SEAL)
Lillian Ferrell

LOUISE FERRELL SPENCER (SEAL)
Louise Ferrell Spencer

JOHN H. SPENCER (SEAL)
John H. Spencer

JOSLYN FERRELL (SEAL)
Joslyn Ferrell

STATE OF MARYLAND:
to wit:
BALTIMORE CITY :

I HEREBY CERTIFY, that on this 30th day of January in the year one thousand nine hundred and fifty-three before me, the subscribe, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Forrester Ferrell, Joslyn Ferrell, Lillian Ferrell, Louise Ferrell Spencer, John H. Spencer and/and each acknowledged the foregoing Deed to be their act.

NOTARY PUBLIC SEAL.

Witness my hand and Notarial seal.

MADELINE W. MURPHY
Notary Public

Filed Jan. 3, 1957

And on the back of the aforegoing "Exhibit C" are the following endorsements:

August 10, 1955
TAXES PAID TO Jan. 1, 1955
Charles E. Anthony, Sr.
Treasurer of Queen Anne's Co.

RECEIVED FOR TRANSFER
This 10th Day of Aug. 1955
FRANCES C. LEGG Clerk
Queen Anne's County Commissioners

State of Maryland,
Queen Anne's County, sct.

I HEREBY CERTIFY that this Deed was received for record this 10 day of August 1955, and recorded in Liber TSP No. 23 folio 315, a Land Record Book for Queen Anne's County.

T. SORDEN PIPPIN Clerk

Recording fee.....$ 3.40
Document Stamp.....$ ----
Total.....$ 3.40 pd.

ORDER OF PUBLICATION

Filed Jan. 3, 1957

Cause No. 4089

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

ARDELLE VIRGINIA FERRELL, c/o John Braxton, Jr., 921 Poplar Grove Street, Baltimore 16, Maryland, Plaintiff

vs.

ERNEST BRADFORD FERRELL, R.F.D. No. 1, Box No. 84, Chestertown, P.O., Queen Anne's County, Maryland, AGNES STEWARD MILES, 1723 Mary Street, Chester, Pennsylvania, SAMUEL STEWARD, Housing Project of Chester, 930 Flower Street, Chester, Pannsylvania, LEONARD BLACKWELL, AGNES WILLIAMS, MAMIE WILLIAMS AND SAMUEL WILLIAMS, all residing at: c/o Samuel Steward, Housing Project of Chester, 930 Flower Street, Chester, Pennsylvania, J. OREM CECIL, JR., Administrator of Joshua Ferrell, deceased, Church Hill, Maryland, Defendants.

ORDER OF PUBLICATION

The object of the Bill is to procure a decree for the sale of the hereinafter described real estate for the purpose of dividing the net proceeds of sale among the owners of the real estate.

The Bill alleges that Alfred Ferrell died in 1902 intestate, seised of a lot of land in the Second Election District of Queen Anne's County, Maryland on the north side of the road to Rolph's Wharf, containing 10 3/4 acres, more or less, conveyed to him by C.W. Clements and wife, by deed dated December 19, 1874, recorded among the land records for said County, in Liber W.A.G.H. No. 1, folio 319, except for a small strip conveyed to the County Commissioners of Queen Anne's County for the widening of said road and subject to an electric line easement of Choptank Electric Cooperative, Inc.; that Alfred Ferrell left three children as his heirs: Susie Steward, Harriet Branson and Joshua Ferrell; that Harriet Branson died intestate about 1907, leaving her son, Ernest Bradford Ferrell, as her only heir, her husband, Albert, having died about 1940; that Susie Steward died intestate leaving as her only heirs, her daughter Agnes Steward Miles, her son, Samuel Steward and four children of her daughter Helen Steward, who had pre-deceased her, viz: Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams; that all of said Defendants are adults as is the Plaintiff; that Joshua Ferrell died May 5, 1948 intestate, leaving as his heirs, the Plaintiff, his widow and five children, Marjorie Ailor, later Robinson, Inez Smith, later White, Forrester Ferrell, Louise Spencer and Joslyn Ferrell; that all of said children have granted their interests in said land to the Plaintiff by deeds filed with the Bill as exhibits; that J. Orem Cecil, Jr. was granted letters of administration on the estate of Joshua Ferrell as the largest creditor, but his claim was assigned for value to Bradford Ferrell who filed the claim in his own name and later marked it satisfied and withdrawn; that so far as is known to the Plaintiff, no administration has been had on the estates of Alfred Ferrell, Harriet Branson or Susie Ferrell Steward; that said real estate is improved by a dwelling house, shop, barn and meat house; and that said real estate cannot be divided without loss or injury to the owners;

It is thereupon, this 3rd day of January, 1957, by the Circuit Court for Queen Anne's County in Equity, ORDERED that the Plaintiff, by causing a copy of this order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of February, 1957, give notice to Agnes Steward Miles, Samuel Steward, Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams of the object and substance of the Bill of Complaint and warn them and each of them, to be and appear in this Court on or before the 23rd day of February 1957, to show cause, if any they have, why the relief prayed for by the Plaintiff should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County
in Equity.

Filed Jan. 3, 1957

SUBPOENA

Filed Jan. 7, 1957

PLACE OF SEAL.

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO J. Orem Cecil, Jr., Administrator of Joshua Ferrell, deceased,
Church Hill, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Ardelle Virginia Ferrell, c/o John Braxton, Jr., 921 Poplar Grove Street, Baltimore 16, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th day of November, 1956.

Issued the 3rd day of January, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing Subpoena is the following endorsement:

Defendant summoned be reading subpoena to him and leaving copies of subpoena and bill of complaint with him this 5th day of January 1957.

SUBPOENA

Filed Jan. 7, 1957

THE STATE OF MARYLAND

Place of SEAL.

QUEEN ANNE'S COUNTY, TO WIT:

TO Ernest Bradford Ferrell,
RFD No. 1, Box No. 84,
Chestertown, P. O., Queen Anne's County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Ardelle Virginia Ferrell, c/o John Braxton, Jr., 921 Poplar Grove Street, Baltimore 16, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th day of November, 1956.

Issued the 3rd day of January, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing Subpoena is the following endorsement:

Defendant summoned by reading subpoena to him and leaving copies of subpoena and bill of complaint with him this 5th day of January 1957.

ALEXIS M. BUTLER
Sheriff

ANSWER

Filed Feb. 25, 1957

ARDELLE VIRGINIA FERRELL,	:	IN THE CIRCUIT COURT FOR
Plaintiff,	:	QUEEN ANNE'S COUNTY
vs.	:	
ERNEST BRADFORD FERRELL, et al.,	:	IN EQUITY NO: 4089
Defendants.	:	

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ernest Bradford Ferrell, one of the defendants in this pro-

ceeding, by Anthony Libersky, his Solicitor, respectfully shows unto your Honors:

(1) Answering the First paragraph of said Bill of Complaint, he admits the allegations set forth therein.

(2) Answering the Second paragraph of said Bill of Complaint, he admits the allegations set forth therein.

(3) Answering the Third paragraph of said Bill of Complaint, he admits the allegations therein set forth, except that on information and belief, the said Harriet Branson, died intestate on or about may 14, 1913.

(4) Answering the Fourth paragraph of said Bill of Complaint, he admits the allegations set forth therein.

(5) Answering the Fifth paragraph of said Bill of Complaint, he admits the allegations set forth therein.

(6) Answering the Sixth paragraph of said Bill of Complaint, he denies knowledge or information as to the allegations set forth therein, except that he admits Joshua Ferrell died intestate leaving the heirs mentioned in said paragraph.

(7) Answering the Seventh paragraph of said Bill of Complaint, he admits the allegations set forth therein.

(8) Answering the Eighth paragraph of said Bill of Complaint, he admits the allegations set forth therein.

(9) Answering the Ninth paragraph of said Bill of Complaint, he admits the real estate cannot be divided in kind and avers that he is desirous of having said property sold for purpose of partition so that he may receive the share to which he is entitled.

WHEREFORE having fully answered the Bill of Complaint, he submits his cause and consents to the passage of an appropriate decree.

Respectfully submitted,

ERNEST BRADFORD FERRELL
Ernest Bradford Ferrell

ANTHONY LIBERSKY
Solicitor for defendant, Ernest Bradford Ferrell

Copy of the above answer served by mail on Howard Wood, Esq. this 21st day of February, 1957.

ANTHONY LIBERSKY

Filed Feb. 25, 1957

CERTIFICATE OF PUBLICATION
OF ORDER OF PUBLICATION

Filed Feb. 28, 1957

Cause No. 4089

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

ARDELLE VIRGINIA FERRELL c/o John Braxton, Jr., 921 Poplar Grove Street, Baltimore 16, Maryland, Plaintiff

vs.

ERNEST BRADFORD FERRELL, R.F.D. No. 1, Box 82, Chestertown, P.O., Queen Anne's County, Maryland; AGNES STEWARD MILES, 1723 Mary Street, Chester, Pennsylvania; SAMUEL STEWARD, Housing Project of Chester, 930 Flower Street, Chester, Pennsylvania; LEONARD BLACKWELL, AGNES WILLIAMS, MAMIE WILLIAMS and SAMUEL WILLIAMS, all residing at: c/o Samuel Steward, Housing Project of Chester, 930 Flower Street, Chester, Pennsylvania; J. OREM CECIL, JR., Administrator of Joshua Ferrell, deceased, Church Hill, Maryland, Defendants.

ORDER OF PUBLICATION

The object of the Bill is to procure a decree for the sale of the hereinafter described real estate for the purpose of dividing the net proceeds of sale among the owners of the real estate.

The Bill alleges that Alfred Ferrell died in 1902 intestate, seized of a lot of land in the Second Election District of Queen Anne's County, Maryland, on the north side of the road to Rolph's Wharf, containing 10 3/4 acres, more or less, conveyed to him by C. W. Clements and wife, by deed dated December 19, 1874, recorded among the land records for said county, in Liber W.A.G.H. No. 1, folio 319, except for a small strip conveyed to the County Commissioners of Queen Anne's County for the widening of said road and subject to an electric line easement of Choptank Electric Cooperative, Inc.; that Alfred Ferrell left three children as his heirs: Susie Steward, Harriet Branson and Joshua Ferrell; that Harriet Branson died intestate about 1907, leaving her son, Ernest Bradford Ferrell, as her only heir, her husband, Albert, having died about 1940; that Susie Steward died intestate, leaving as her only heirs,

her daughter Agnes Steward Miles, her son, Samuel Steward and four children of her daughter Helen Steward, who had pre-deceased her, viz: Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams; that all of said Defendants are adults as is the Plaintiff; that Joshua Ferrell eied May 5, 1948, intestate, leaving as his heirs, the Plaintiff, his widow and five children, Marjorie Ailor, later Robinson, Inez Smith, later White, Forrester Ferrell, Louise Spencer and Joslyn Ferrell; that all of said children have granted their interests in said land to the Plaintiff by deeds filed with the Bill as exhibits; that J. Orem Cecil, Jr., was granted letters of administration on the estate of Joshua Ferrell as the largest creditor, but his claim was assigned for value to Bradford Ferrell who filed the claim in his own name and later marked it satisfied and withdrawn; that so far as is known to the Plaintiff, no administration has been had on the estates of Alfred Ferrell, Harriet Branson or Susie Ferrell Steward; that said real estate is improved by a dwelling house, shop, barn and meat house; and that said real estate cannot be divided without loss or injury to the owners.

It is thereupon, this 3rd day of January, 1957, by the Circuit Court for Queen Anne's County in Equity, ORDERED that the Plaintiff, by causing a copy of this order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of February, 1957, give notice to Agnes Steward Miles, Samuel Steward, Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams of the object and substance of the Bill of Complaint and warn them and each of them, to be and appear in this Court on or before the 23rd day of February, 1957, to show cause, if any they have, why the relief prayed for by the Plaintiff should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County
In Equity.

True Copy
Filed Jan. 3, 1957.
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 27, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the estate of Ardelle Virginia Ferrell, Plaintiff vs. Ernest Bradford Ferrell, et al. 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 4 successive weeks before the 7th day of February, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of January 1957, and the last insertion on the 31st day of January, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed Feb. 28, 1957

PETITION FOR DECREE
PRO CONFESSO

Filed Feb. 28, 1957

ARDELLE VIRGINIA FERRELL vs. ERNEST BRADFORD FERRELL, et al.	In the Circuit Court for Queen Anne's County in Equity Cause No. 4089

PETITION FOR DECREE PRO CONFESSO AND PROOF OF NOTIFICATION TO DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ardelle Virginia Ferrell, Plaintiff, by Howard Wood, her attorney, respectfully shows:

1. That Ernest Bradford Ferrell has appeared and answered the Bill of Complaint.

2. That Agnes Steward Miles, Samuel Steward, Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams, non-residents, have all been published against as appears by the Certificate of Publication of the Order of Publication filed in this cause; and that the time for the appearance of the said non-resident defendants, has expired and that none of them have appeared in these proceedings.

3. That your petitioner's attorney, Howard Wood, personally deposited in the United States mail on February 8, 1957, a letter enclosing a copy of said Order of Publication addressed to each said non-resident defendant by registered mail with return receipt requested, and that all said receipts have been returned, the same being attached hereto and prayed to be taken as parts hereof.

4. That J. Orem Cecil, Jr., administrator of the estate of Joshua Ferrell, deceased, of Church Hill, Queen Anne's County, Maryland, has been duly served with a subpoena requiring him to appear and answer the Bill of Complaint; but that he has filed to appear in these proceedings within the time specified by the subpoena.

WHEREFORE your petitioner prays your Honors to pass a decree pro confesso against the non-resident defendants and against the said administrator.

Respectfully submitted,

HOWARD WOOD
(Howard Wood)
Attorney for Ardelle Virginia Ferrell,
Plaintiff

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

I HEREBY CERTIFY that on this 28 day of February, 1957, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true to his personal knowledge.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed Feb. 28, 1957

I HEREBY CERTIFY that on this 28th day of February, 1957, I mailed a copy of the aforegoing Petition to Anthony Libersky, Esq., Chestertown, Maryland, attorney for Ernest Bradford Ferrell.

HOWARD WOOD
(Howard Wood)

Filed Feb. 28, 1957

The returned registered mail certificates signed by Agnes Steward Mills, S. Steward, L. Blackwell, M. Williams, S. Williams, A. Williams, are attached to the aforegoing Petition.

ANSWER

Filed Mar. 11, 1957

ARDELLE VIRGINIA FERRELL	:	IN THE CIRCUIT COURT FOR
Plaintiff,	:	QUEEN ANNE'S COUNTY
	:	
vs.	:	IN EQUITY NO: 4089
ERNEST BRADFORD FERRELL, et al.,	:	
Defendants.	:	

* *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Agnes Stewart Miles, Samuel Stewart, Leonard Blackwell, Agnes Williams and Mamie Stewart, defendants in this proceeding, by Anthony Libersky, their solicitor, respectfully shows unto your Honors:

(1). That they admit the allegations contained in paragraphs 1 to 9 of the said Bill of Complaint.

WHEREFORE the above named defendants having fully answered the Bill of Complaint, each submit their cause and consent to the passage of an appropriate decree and request that in naming trustees to sell the property described in the Bill of Complaint that they be represented and suggest the name of Anthony Libersky as a trustee.

Respectfully submitted,

AGNES STEWARD MILES
Agnes Stewart Miles

SAMUEL STEWARD
Samuel Stewart

LEONARD BLACKWELL
Leonard Blackwell

AGNES WILLIAMS
Agnes Williams

ANTHONY LIBERSKY
Anthony Libersky, Solicitor
for above named defendants.

MAMIE WILLIAMS
Mamie Stewart

I hereby certify that on this 9th day of March, 1957, I mailed a copy of the foregoing answer to Howard Wood, Esq., Centerville, attorney for Ardelle Virginia Ferrell, Plaintiff.

ANTHONY LIBERSKY
Anthony Libersky

Filed Mar. 11, 1957

DECREE

Filed March 15, 1957

DECREE

Upon the aforegoing Petition and Proof of Notification IT IS, this 15th day of March, 1957, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED and DECREED that the Bill of Complaint is taken pro confesso against ~~Agnes Steward Miles, Samuel Steward, Leonard Blackwell, Agnes Williams, Mamie Williams~~, Samuel Williams and J. Orem Cecil, Jr., administrator of Joshua Ferrell, deceased; but because it does not certainly appear to what relief the Plaintiff is entitled, she is granted leave to take testimony before one of the standing examiners of this Court in support of the allegations of her Bill of Complaint.

WM. R. HORNEY
JUDGE.

Filed March 15, 1957

ANSWER

Filed March 23, 1957

ARDELLE VIRGINIA FERRELL,	:	IN THE CIRCUIT COURT FOR
Plaintiff,	:	QUEEN ANNE'S COUNTY
	:	
vs.	:	IN EQUITY NO: 4089
ERNEST BRADFORD FERRELL, et al.,	:	
Defendants,	:	

* * * * * * * ** *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Samuel Williams, one of the defendants in this proceeding, by Anthony Libersky, his Solicitor, respectfully shows unto your Honors:

(1). That he admits the allegations contained in the paragraphs of the Bill of Complaint designated 1 to 9, inclusive.

Wherefore having fully answered the Bill of Complaint, he submits his cause and consents to the passage of an appropriate decree.

Respectfully submitted,

SAMUEL WILLIAMS
Samuel Williams

ANTHONY LIBERSKY
Anthony Libersky

Copy of the above answer served by mail on Howard Wood, Esq., this 22nd day of March, 1957.

ANTHONY LIBERSKY

Filed Mar. 23, 1957

MOTION FOR LEAVE TO
AMEND BILL OF COMPLAINT

Filed April 3, 1957

ARDELLE VIRGINIA FERRELL	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
ERNEST BRADFORD FERRELL, et al.	)	Cause No. 4089.

MOTION FOR LEAVE TO AMEND BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Ardelle Virginia Ferrell, by Howard Wood, her attorney, moves your Honors for leave to amend her bill of complaint by the addition of the following numbered paragraphs, following paragraph No. 9 of the bill originally filed, said new matter being in the nature of an additional claim of the plaintiff against all of the defendants except J. Orem Cecil, Jr., Administrator of Joshua Ferrell, deceased,

for contribution and accounting; and also in the nature of an additional claim of the Plaintiff against Ernest Bradford Ferrell:

"10. That your Oratrix has spent the following sums of money for taxes on said real estate, insurance premiums, repairs necessary to the preservation of the property and certain improvements which have enhanced the value of the property and has never been reimbursed by any of her co-owners, defendants in this cause, for any part of the expenses and payments so paid by her:

Dates of Payment	Explanation	Cost
1950-1951	Friel Lumber Company	$ 1021.57
1951-1954	Church Hill Lumber Company	948.66
1951-1954	Townshend, Kane and Company, Inc. Fire insurance on dwelling and household contents	71.75
1954-1957	Townshend, Kane and Company, Inc. Fire insurance on dwelling and household contents	71.75
January 8, 1955	Townshend, Kane and Company, Inc. Endorsement increasing policy	30.75
1957-1960	Townshend, Kane and Company, Inc.	102.50
October, 1952	Sears, Roebuck and Company Purchase of electric pump	91.00
July 1952 to March 1953	Rev. Noble Henry, carpenter	1270.10
July 1952 to March 1953	William Reese, carpenter	300.00
1949-1951	Church Hill Bank, loan to finance shingling of house	400.00 and interest
1948-1956	State and County taxes	278.65
July 14, 1952	Sears, Roebuck and Company Venetian blinds	42.95
1953	Purchase of kitchen sink	30.00
May, 1952	Commodore Electrical Service, Chestertown, Maryland, electric wiring of house and electrical appliances	269.00

11. That your Oratrix has paid the following sums of money for the use of Ernest Bradford Ferrell at his request and he has refused to repay the same:

Dates of Payment	Explanation	Cost
December 13, 1954	Telephone bill	$ 15.58
1955	Telephone bill	41.79
July 23, 1949	Dr. Preston Grant, three office visits	9.00
	Ten injections penicillin	62.00
July - August, 1949	Room and board	40.00
	Dr. Maurice Doles, Dentist Removal of upper teeth	80.00
	Treatment for gums	20.00
November 3, 1948	J. Orem Cecil, Jr., auto repair	66.45

12. That Ernest Bradford Ferrell has received monies to the use of your Oratrix to the extent of one-third thereof for lumber from a tree on said property cut down by the Maryland State Roads Commission and for lumber from a barn, two sheds and fence wire and post, formerly standing on said property and torn down by Ernest Bradford Ferrell, but has failed to account for same."

And the Plaintiff further moves your Honors for leave to amend her Bill by the addition of the following prayers for relief in addition to the original prayers for relief.

"That this cause be referred to the Court Auditor with directions to determine the right of the Plaintiff to reimbursement from her co-owners for the payments made by her, as aforesaid.

That she may have money decrees in accordance with the Auditor's findings;

That the shares of the defendants be declared subject to a lien in favor of the Plaintiff to the extent of the Plaintiff's right of reimbursement and to the extent of the Plaintiff's right to an accounting for all items connected with said property; and also that the share of Ernest Bradford Ferrell be declared subject to an additional lien for the amount of other items."

And as in duty bound, etc.

HOWARD WOOD
Attorney for Plaintiff

I HEREBY CERTIFY that I mailed a copy of the aforegoing Motion to Anthony Libersky, Esq., Chestertown, Maryland, attorney for the Defendants affected, on this 2nd day of April, 1957.

HOWARD WOOD
Attorney for Plaintiff

Filed April 2, 1957

ORDER OF COURT

Filed April 3, 1957

ORDER OF COURT

Upon the aforegoing Motion, IT IS, this 3rd day of April, 1957, ORDERED that the Plaintiff, Ardelle Virginia Ferrell be, and she is hereby granted leave to amend her Bill of Complaint in accordance with the aforegoing Motion.

WM. R. HORNEY

Filed April 3, 1957

ANSWER

Filed April 3, 1957

ARDELLE VIRGINIA FERRELL		In the Circuit Court for Queen Anne's County in Equity.
vs.		
ERNEST BRADFORD FERRELL, et al.		No. 4089

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of J. Orem Cecil, Jr., Administrator of Joshua Ferrell, deceased, one of the Defendants in this proceeding, respectfully shows:

1. That he admits the allegations contained in the paragraphs of the Bill of Complaint designated 1 to 9 inclusive; and further answering paragraph No. 7 of the Bill of Complaint, this Defendant admits full payment to him by Bradford Ferrell of the sum of $66.45 and that said payment constituted a full and sufficient discharge of the only debt to this Defendant from Joshua Ferrell, deceased, exactly as alleged in said paragraph No. 7 of the Bill of Complaint.

WHEREFOR the above named Devendant, having fully answered the Bill of Complaint and hereby waiving notice of testimony, the filing of same and of any and all proceedings in this cause, prays to be hence dismissed with his costs.

And as in duty bound,etc.

JAMES OREM CECIL JR.
J. Orem Cecil, Jr.
Administrator as aforesaid

Filed April 3, 1957

DEPOSITIONS

Filed April 9, 1957

Ardelle Virginia Ferrell, PLAINTIFF	:	
vs.		In the Circuit Court for
	:	
Ernest Bradford Ferrell Agnes Steward Miles		Queen Anne's County
Samuel Steward	:	
Leonard Blackwell Agnes Williams		
Mamie Williams	:	
Samuel Williams J. Orem Cecil, Jr.		
Administrator of Joshua Ferrell deceased, DEFENDANTS	:	

: : : : : : : : :

DEPOSITION

At the request of Howard Wood, III, Esq., solicitor for the Plaintiff, the undersigned examiner, after giving notice by regular mail to all of the parties and to Anthony Libersky, Esq., solicitor for the Defendants, did attend in the office of Howard Wood, III, Esq., Centreville, Maryland, on Thursday, April 4, 1957, at 11:00 A.M. and did proceed to take the following testimony in support of the Bill of Complaint. After administering the oath to the stenographer, Dolly P. Benton, the first witness on behalf of the Plaintiff, having been duly sworn, did depose and say as follows, there being present Howard Wood, III, Esq., solicitor for the Plaintiff, and Anthony Libersky, Esq., solicitor for the Defendants:

By Mr. Wood:

Q. Will you please state your name and address?

A. My name is Ardelle Virginia Ferrell, 921 Poplar Grove St., Baltimore 16, Maryland.

Q. You are the Plaintiff in this suit?

A. Yes, I am.

By Examiner:

Q. Have you been engaged in any litigation, that is; had any suit in reference to this property or any other property between you and any other parties prior to this suit?

A. No.

By Mr. Wood:

Q. Mrs. Ferrell, you are the widow of Joshua Ferrell, are you not?

A. I am.

Q. Will you please state your understanding of the date of the death of Harriett Branson, who was your husband's sister.

A. I really don't know. When I married him, she had been dead. I am his second wife.

Q. Approximately when did you marry your husband?

A. September 6, 1917.

Q. Please state approximately when your husband died.

A. He died May 14, 1948.

Q. Where did he die, residence?

A. On his home place, Rolph's Wharf, Chestertown, Maryland, R.F.D. #1.

Q. State whether or not he left a will.

A. No, he didn't leave any will.

Q. Could you name who his heirs were?

A. Myself and his children.

Q. How many children?

A. Five.

Q. I would like to have their names at the time of his death and also their names by later marriages after his death.

A. Forester Christopher Ferrell was his son. Marjorie Rebecca Robinson.

Q. At the time of your husband's death?

A. Yes. Marjorie Rebecca Ferrell Robinson.

Q. State whether her name was ever Ailor.

A. No, her name was never Ailor.

Q. Perhaps you can help me clear this up. In the Orphans' Court records after your husband's death the names of his children are stated to include Marjorie Ailor. Do you believe that is an error?

A. Yes, I am sure that is an error. She was married to Robinson.

Q. When did she marry - of your own knowledge?

A. I was to have gone to the wedding and I couldn't go, so I sent this daughter, Eleanora Louise Ferrell Spencer.

Q. Will you state what year your daughter was married, Marjorie Robinson?

A. 1951.

Q. Now will you go on listing the children?

A. The next is Inez Faye White. She was Ferrell but she married a man by the name of White.

Q. When was she married?

A. No, I don't know. I don't remember when she was married.

Q. Was Inez married previous to becoming Inez White?

A. Yes, she was married to Smith.

Q. At the time of your husband's death, what was her name then?

A. Smith.

Q. And when did she become White?

A. After my husband's death.

Q. You have named three of the children - Forester Ferrell, Marjorie Robinson, and Inez White. Who are the other two?

A. Eleanora Louise Spencer and Joslyn Leatrice Braxton.

Q. Will you state the name of Mrs. Robinson's husband?

A. Eugene.

Q. And Mrs. White's husband?

A. Samuel.

Q. And Mrs. Spencer's husband?

A. John.

Q. I now show you a paper marked Exhibit B in this case and ask you to state whether or not it is a deed from Marjorie Ferrell Robinson, Eugene Robinson, her husband, Inez Ferrell White, Samuel White, her husband, to yourself covering their interests in the real estate which you asked to have sold in this case?

A. Yes, that is correct.

Q. Are they the parties that you have just testified about?

A. Yes, they are.

The above deed marked Plaintiff's Exhibit B is handed to the Examiner, having been identified, and is marked Examiner's Exhibit A.

Q. Now I show you a paper marked Exhibit C. State whether a deed from Forester Ferrell, Lillian Ferrell, his wife, Louise Ferrell Spencer, John H. Spencer, her husband, and Joslyn Ferrell, single, to you of their interests in the same property?

A. That is correct.

Q. Are these the parties you have just testified about?

A. Yes. Eleanora Louise Ferrell Spencer is the same party as Louise Ferrell Spencer named in the deed.

The above deed marked Plaintiff's Exhibit C is handed to the Examiner, and marked for identification, Examiner's Exhibit B.

Q. Mrs. Ferrell, have you any idea where the name Ailor could have come from in reference to Marjorie Robinson?

A. I really don't know.

Q. Have you ever heard of any Marjorie Ailor?

A. No, I don't know of any Marjorie Ailor?

Q. Please state your idea of the present fair value of the property which you ask to have sold in this case?

A. Three to Five Thousand.

Q. Will you state whether or not in your opinion it would be possible and practical to divide this real estate among the heirs who are entitled to it.

A. No, I don't think so, In the first place it is too small and then I don't think we would get along. I think there would be a mix-up all along.

~~Arlelle/Virginia/Ferrell~~

The second witness on behalf of the Plaintiff, having been duly sworn, did depose and say as follows:

By Mr. Wood:

Q. State your name and address.

A. Mrs. Joslyn Braxton. I live at 921 Poplar Grove St., Baltimore 16, Maryland.

Q. You are a daughter of the Plaintiff in this case?

A. Yes, I am.

Q. Would you state whether or not you have deeded your interest in the property which is requested by your mother to be sold in this case to your mother?

A. Yes, I have made a deed giving my mother my share of the property.

Q. Now I show you a paper marked Exhibit A and ask you whether or not it is a deed

from Charles W. Clement and Alice A. Clement, his wife, to Alfred Ferrell of a lot containing 10 acres, 3 roods, and 15 perches of land more or less and also whether or not it is the property in which your mother has an interest today?

A. Yes, it is.

Q. This is the deed that I described?

A. Yes, that is the deed that you described.

This paper marked Exhibit A is now handed to the Examiner and marked for identification, Examiner's Exhibit C.

Q. You are familiar with this property yourself, are you not?

A. Yes, I am.

Q. Would you state what your opinion of the present fair value is?

A. Based on the estimated personal property tax, I would say it is from three to five thousand.

Q. Would you state whether or not in your opinion it would be practical to divide this property among the several heirs that are entitled to it?

A. No, I don't think it is enough land to divide among the heirs and I think most of the heirs do not get along that well.

Q. Would you state whether or not you ever heard of a Marjorie Ailor.

A. No, I have not heard of a Marjorie Ailor.

Q. Would you name the children of your father, Joshua Ferrell, other than yourself at the time of his death?

A. First his son, Forester Christopher Ferrell, Marjorie Rebecca Ferrell, Inez Faye Smith, Eleanora Louise Spencer, and that is excluding myself. I am the last one.

Q. What is Inez Smith's present name?

A. White.

Q. State whether or not your father left any descendants by any other children who had pre-deceased him.

A. No. They were all living when he died.

Q. He had no children that pre-deceased him?

A. No, nobody died.

/Joslyn Braxton/

I CERTIFY that I was engaged approximately one (1) hour in hearing the above Testimony. All Witnesses waived fees.

Examiner's fee	$ 10.00
Dolly P. Benton, Stenographer	$ 12.00

THOS. J. KEATING, JR.
(Thomas J. Keating, Jr.)
EXAMINER

Filed April 9, 1957

SECOND MOTION FOR LEAVE TO
AMEND BILL OF COMPLAINT

Filed April 12, 1957

ARDELLE VIRGINIA FERRELL		In the Circuit Court for Queen Anne's County in Equity
vs.		
ERNEST BRADFORD FERRELL, et al.		Cause No. 4089.

SECOND MOTION FOR LEAVE TO AMEND BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Ardelle Virginia Ferrell, by Howard Wood, her attorney, moves your Honors for leave to amend her Bill of Complaint, with respect to which your Honors have already granted her motion to make certain amendments, as follows:

1. For the purpose of deleting from Paragraph No. 10 of the amended Bill, the line or item which reads: "1957-1960 - Townshend, Kane and Company, Inc.- $102.50."

2. For the purpose of adding a new Paragraph No. 13 to read as follows:

"13. That Ernest Bradford Ferrell converted to his own use the Plaintiff's goods, that is to say, one horse, one mule and ax handle equipment; but has failed to account for the same."

And as in duty bound, etc.

HOWARD WOOD
Attorney for Plaintiff

I HEREBY CERTIFY that I mailed a copy of the aforegoing Second Motion to Anthony Libersky, Esq., Chestertown, Maryland, attorney for the Defendants affected, on this 9th day of April, 1957.

HOWARD WOOD
Attorney for Plaintiff

Filed April 12, 1957

ORDER OF COURT

Filed April 12, 1957

ORDER OF COURT

Upon the aforegoing Motion, IT IS, this 12th day of April, 1957, ORDERED that the Plaintiff, Ardelle Virginia Ferrell be, and she is hereby granted leave to amend her Bill of Complaint in accordance with the aforegoing Motion.

WM. R. HORNEY
JUDGE

Filed April 12, 1957

AMENDED BILL OF COMPLAINT

Filed April 25, 1957

ARDELLE VIRGINIA FERRELL c/o John Braxton, Jr. 921 Poplar Grove Street Baltimore 16, Maryland, Plaintiff,	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
ERNEST BRADFORD FERRELL, R.F.D. No. 1, Box No. 84, Chestertown, P.O., Queen Anne's County, Maryland, AGNES STEWARD MILES, 1723 Mary Street Chester, Pennsylvania SAMUEL STEWARD, Housing Project of Chester, 930 Flower Street Chester, Pennsylvania LEONARD BLACKWELL, AGNES WILLIAMS, MAMIE WILLIAMS and SAMUEL WILLIAMS, all residing at: c/o Samuel Steward, Housing Project of Chester 930 Flower Street, Chester, Pennsylvania, J. OREM CECIL, JR., Administrator of Joshua Ferrell, Deceased, Church, Hill, Maryland, Defendants	)	Cause No. 4089

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That Alfred Ferrell, late of Queen Anne's County, State of Maryland, departed this life some time in the year 1902, intestate, seized and possessed of the following described lot of land (which has since become subject to the right of way hereinafter mentioned):

ALL that lot of land situate in the Second Election District of Queen Anne's County, State of Maryland, on the north side of the County road leading from

the Church Hill to Chestertown State Highway to Rolph's Wharf, known as the "Alfred Ferrell Property", adjoining lands now or formerly of C.N. Evans and Walter Hollingsworth, and more particularly described by metes and bounds, courses and distances, as follows, to wit: BEGINNING at the end of the first line of Lot No. 2 as designated in a return of a survey by James A. Peace, Trustee of John Thompson, and running from said beginning, at which point a stone has been planted, South 69 degrees east 19 perches; thence South 13 degrees west 86 perches; thence North 81 degrees 15' west 19 perches; and thence North 13 degrees east 90 perches to the place of beginning, containing 10 acres, 3 roods and 15 perches of land, more or less; being the same land which was conveyed to Alfred Ferrell by Charles W. Clements and wife, by deed dated December 19, 1874, and recorded among the land records for said Queen Anne's County in Liber W.A.G.H. No. 1, folio 319; saving and excepting the part thereof conveyed to the County by your Oratrix and by E.B. Ferrell by grant dated October 30, 1953 and recorded among said land records in Liber T.S.P. No. 13, folio 271, consisting of all land lying within twenty-five feet of the center line of the public road leading from Route 213 to Rolph's Wharf; and subject to the effect of the grant of right of way to Choptank Electric Cooperative, Inc. from Joshua Ferrell and your Oratrix, his wife, dated September 10, 1947 and recorded among said land records in Liber A.S.G. No. 18, folio 414.

and that said deed, marked "Exhibit A" is filed herewith as part hereof.

2. That said Alfred Ferrell left surviving him as his only heirs at law, three children, viz: Susie Steward, Harriet Branson and Joshua Ferrell.

3. That said Harriet Branson died intestate in or about the year 1907, leaving surviving her as her only heir at law, the defendant, Ernest Bradford Ferrell, her son; and that her husband, Albert Branson, died about the year 1940.

4. That said Susie Steward died intestate, leaving surviving her, as her only heirs at law, the defendant Agnes Steward Miles, a daughter, the defendant Samuel Steward, a son, and four children of her daughter Helen Steward, who had predeceased her, viz: the defendants Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams.

5. That all of the said defendants are adults, as is your Oratrix.

6. That said Joshua Ferrell died on or about the 5th day of May, 1948, intestate, a resident of Queen Anne's County, aforesaid, leaving surviving him, as his only heirs at law, five children and your Oratrix, his widow. The names of said children were Marjorie Ailor, who later became Marjorie Robinson, Inez Smith, who later became Inez White, Forrester Ferrell, Louise Ferrell Spencer and Joslyn Ferrell. The said Marjorie Ferrell Robinson and Eugene Robinson, her husband, and the said Inez Ferrell White and Samuel White, her husband, granted their interests in said land to your Oratrix by deed dated August 19, 1953, duly acknowledged, and recorded on August 10, 1955, among said land records, in Liber T.S.P. No. 23, folio 313. This deed, marked "Exhibit B", is filed herewith as a part thereof. The said Forrester Ferrell and Lillian Ferrell, his wife, the said Louise Ferrell Spencer and John H. Spencer, her husband, and the said Joslyn Ferrell granted their interests in said land to your Oratrix by deed dated January 30, 1953, duly acknowledged, and recorded on August 10, 1955, in said Liber T.S.P. No. 23, folio 315. This last mentioned deed, marked "Exhibit C", is filed herewith as a part hereof.

7. That letters of administration were granted on the estate of said Joshua Ferrell, deceased, by the Orphans' Court of Queen Anne's County, unto J. Orem Cecil, Jr. on November 23, 1948. The administrator was granted said letters as the largest creditor of said decedent after two notices had been given by publication to the next of kin and heirs at law of the decedent; that said administrator filed his first and final administration account on June 28, 1949, showing over-payment of $274.41 advanced by your Oratrix but showing no payment to the administrator of any debt of the decedent; nor did the administrator file any claim against the estate within the time limited by the notice to creditors, which was duly published. There was, however, a claim filed in the name of Bradford Ferrell in the sum of $66.45, later settled and withdrawn, which was in fact filed by Bradford Ferrell as assignee for value of J. Orem Cecil, Jr., T/A Cecil's Garage, and represented the only debt to J. Orem Cecil, Jr. from the decedent.

8. That so far as is known to your Oratrix, there has been no administration upon the personal estates of Alfred Ferrell, Harriet Branson or Susie Ferrell Steward.

9. That said land is improved by a dwelling house, shop, barn and meat house; and that said real estate cannot be divided without loss or injury to the parties interested therein and owning the same, as above set forth, and your Oratrix is advised that she is entitled to have said real estate sold under a decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights and interests.

10. That your Oratrix has spent the following sums of money for taxes on said real estate, insurance premiums, repairs necessary to the preservation of the property and certain improvements which have enhanced the value of the property, and has never been reimbursed by any of her co-owners, defendants in this cause, for any part of the expenses and payments so paid by her:

Dates of Payment	Explanation	Cost
1950-1951	Friel Lumber Company	$ 1021.57
1951-1954	Church Hill Lumber Company	948.66
1951-1954	Townshend, Kane and Company, Inc. Fire Insurance on dwelling and household contents	71.75

1954-1957	Townshend, Kane and Company, Inc. Fire insurance on dwelling and household contents	71.75
January 8, 1955	Townshend, Kane and Company, Inc. Endorsement increasing policy	30.75
October, 1952	Sears, Roebuck and Company Purchase of electric pump	91.00
July 1952 to March 1953	Rev. Noble Henry, carpenter	1270.10
July 1952 to March 1953	William Reese, Carpenter	300.00
1949-1951	Church Hill Bank, loan to finance shingling of house	400.00 and interest
1948-1956	State and County Taxes	278.65
July 14, 1952	Sears, Roebuck and Company Venetian blinds	42.95
1953 ~~Purchase~~	Purchase of kitchen sink	30.00
May, 1952	Commodore Electrical Service, Chestertown, Maryland, electric wiring of house and electrical appliances.	269.00

11. That your Oratrix has paid the following sums of money for the use of Ernest Bradford Ferrell at his request and he has refused to repay the same:

Dates of Payment	Explanation	Cost
December 13, 1954	Telephone bill	$ 15.58
1955	Telephone bill	41.79
July 23, 1949	Dr. Preston Grant, three office visits	9.00
	Ten injections penicillin	62.00
July - August, 1949	Room and board	40.00
	Dr. Maurice Doles, Dentist Removal of upper teeth	80.00
	Treatment for gums	20.00
November 3, 1948	J. Orem Cecil, Jr., auto repair	66.45

12. That Ernest Bradford Ferrell has received monies to the use of your Oratrix to the extent of one-third thereof for lumber from a tree on said property cut down by the Maryland State Roads Commission and for lumber from a barn, two sheds and fence wire and post, formerly standing on said property and torn down by Ernest Bradford Ferrell; but has failed to account for the same.

13. That Ernest Bradford Ferrell converted to his own use the Plaintiff's goods, that is to say, one horse, one mule and ax handle equipment; but has failed to account for the same.

TO THE END, THEREFORE

(1) That said real estate herein before described may be sold under a decree of this Court for the purpose of partition of the proceeds of the sale among the parties entitled thereto.

(2) That a division of the proceeds of sale may be had among the parties owning said real estate or interested therein according to their respective interests and rights therein, under the direction of this Honorable Court.

(3) That a trustee may be appointed by this Honorable Court to sell said real estate and to convey the same to the purchaser by a good and sufficient deed, conveying 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, as well as free, clear and discharged, of and from the claims of all creditors of Alfred Ferrell, deceased, Harriet Branson, deceased, Susie Steward, deceased and of any claim of J. Orem Cecil, Jr., as a creditor of Joshua Ferrell, deceased.

(4) That said trustee may be vested with the power and authority to collect and receive the purchase monies and bring the same into this Honorable Court for distribution under its order and direction.

(5) That this cause be referred to the Court Auditor with directions to determine the right of the Plaintiff to reimbursement from her co-owners for the payments made by her as aforesaid.

(6) That she may have money decrees in accordance with the Auditor's findings.

(7) That the shares of the defendants be declared subject to a lien in favor of the Plaintiff to the extent of the Plaintiff's right of reimbursement and to the extent of the Plaintiff's right to an accounting for all items connected with said property; and also that the share of Ernest Bradford Ferrell be declared subject to an additional lien for the amount of other items.

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

And as in duty bound, etc.

HOWARD WOOD
Solicitor for Plaintiff

I HEREBY CERTIFY that I mailed a copy of the aforegoing AMENDED BILL OF COMPLAINT to Anthony Libersky, Esq., Chestertown, Maryland, attorney for the Defendants affected, on this 24th day of April, 1957.

HOWARD WOOD
Solicitor for Plaintiff

Filed April 25, 1957

AMENDED ANSWERS

Filed May 8, 1957

ARDELLE VIRGINIA FERRELL,	:	In the Circuit Court for
Plaintiff,	:	Queen Anne's County
vs.	:	
ERNEST BRADFORD FERRELL, et al.,	:	In Equity No. 4089
	:	
Defendants.	:	

- -

AMENDED ANSWER

The answer of Ernest Bradford Ferrell, one of the defendants in this proceeding, to the amended bill of complaint, by Anthony Libersky, his solicitor, respectfully shows unto your Honors:

(1) Answering the First paragraph of said bill of complaint, he admits the allegations set forth therein.

(2) Answering the Second paragraph of said bill of complaint, he admits the allegations set forth therein.

(3) Answering the Third paragraph of said bill of complaint, he admits the allegations therein set forth, except that on information and belief, the said Harriet Branson, died intestate on or about May 14, 1913.

(4) Answering the Fourth paragraph of said bill of complaint, he admits the allegations set forth therein.

(5) Answering the Fifth paragraph of said bill of complaint, he admits the allegations set forth therein.

(6) Answering the Sixth paragraph of said bill of complaint, he denies knowledge or information as to the allegations set forth therein, except that he admits Joshua Ferrell died intestate leaving the heirs mentioned in said paragraph.

(7) Answering the Seventh paragraph of said bill of complaint, he admits the allegations set forth therein.

(8) Answering the Eighth paragraph of said bill of complaint, he admits the allegations set forth therein.

(9) Answering the Ninth paragraph of said bill of complaint, he admits the real estate cannot be divided in kind and avers that he is desirous of having the property sold for the purpose of partition so that he may receive the share to which he is entitled.

(10) Answering the Tenth paragraph of said bill of complaint, he denies knowledge or information sufficient to form a belief as to the allegations set forth therein and affirmatively alleges that whatever improvements or expenses plaintiff made, if any, were made by her as a volunteer and not in good faith and without the request or consent of this defendant or the other defendants to this proceeding.

(11) Answering the Eleventh paragraph of said bill of complaint, he denies each and every allegation set forth therein, and affirmatively alleges that whatever payments plaintiff made, if any, to this defendant, are not proper claims to be adjudicated in this equity proceeding for partition of real property.

(12) Answering the Twelfth paragraph of said bill of complaint, he denies each and every allegation set forth therein.

(13) Answering the Thirteenth paragraph of said bill of complaint, he denies each and every allegation set forth therein.

WHEREFORE, having fully answered the amended bill of complaint, he prays:

(a) That the real estate herein referred to be sold under a decree of this Court for the purpose of partition of the proceeds of the sale among the parties entitled thereto.

(b) That the claims of the plaintiff contained in the paragraphs of her amended bill of complaint designated Tenth to Thirteenth, both inclusive, be dismissed with costs, and furthermore,

THE PETITION of Ernest Bradford Ferrell, by his solicitor, Anthony Libersky, respectfully represents unto your Honors:

(1) That he is advised and believes it is proper that he ask this Honorable Court to consider the value of his services rendered as carpenter in making additions to and repairs in and to premises in question from 1951 to 1956, in the amount of $500.00, made at the request of the plaintiff or with her approval and consent, which repairs were necessary to the preservation of the property and which additions enhanced the value of the property and petitioner has never been reimbursed by plaintiff or any of the co-owners, for any of the services so rendered.

TO THE END, THEREFORE:

(1) That this Court determine the right of the Petitioner to reimbursement for the value of his services so rendered from the proceeds of the sale of said property.

(2) That Petitioner may have such other and furtherrelief as his case may require.

And as in duty bound, etc.

ANTHONY LIBERSKY
Solicitor for Ernest B. Ferrell

I HEREBY CERTFY that I have mailed a copy of the foregoing AMENDED ANSWER to Howard Wood, Esq., Centerville, Maryland, attorney for the Plaintiff, on the 7th day of May, 1957.

ANTHONY LIBERSKY
Solicitor for Defendant, Ernest B. Ferrell.

ARDELLA VIRGINIA FERRELL,	:	In the Circuit Court for
Plaintiff,	:	Queen Anne's County
vs.	:	
ERNEST BRADFORD FERRELL, et al.,	:	In Equity No. 4089
Defendants.	:	

- -

AMENDED ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Agnes Stewart Miles, Samuel Stewart, Leonard Blackwell, Agnes Williams, Mamie Stewart and Samuel Williams, defendants in this proceeding, to the amended bill of complaint of the plaintiff, by Anthony Libersky, their solicitor, respectfully shows unto your Honors.

(1) That they admit the allegations contained in paragraphs 1 to 9 of the said amended bill of complaint.

(2) That they deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs 10 to 13 of said amended bill of complaint.

WHEREFORE, having fully answered the amended bill of complaint, they pray:

(a) That the real estate herein referred to be sold under a decree of this Court for the purpose of partition of the proceeds of the sale among the parties entitled thereto.

(b) That the claims of the plaintiff contained in the paragraphs of her amended bill of complaint designated Tenth to Thirteenth, both inclusive, be dismissed with costs.

(c) That they may have such other and further relief as their case may require.

And as in duty bound, etc.

ANTHONY LIBERSKY
Solicitor for the above named defendants.

I HEREBY CERTIFY that I mailed a copy of the foregoing Amended Answer to Howard Wood, Esq., Centerville, Maryland, attorney for the Plaintiff, on the 7th day of May, 1957.

ANTHONY LIBERSKY
Solicitor for the above named defendants.

Filed May 8, 1957

STIPULATION

Filed May 22, 1957

ARDELLE VIRGINIA FERRELL		In the Circuit Court for Queen Anne's County in Equity.
VS.		
ERNEST BRADFORD FERRELL, et al.		Cause No. 4089

STIPULATION

It is stipulated between counsel for the plaintiff and counsel for defendants that the real estate described in this cause be sold free and clear of plaintiff's money claims against her co-owners and that said money claims be heard and decided in open Court, instead of referred, to the Court Auditor as prayed in the amended bill.

HOWARD WOOD
Attorney for plaintiff

ANTHONY LIBERSKY
Attorney for defendants

Filed May 22, 1957

DECREE

Filed May 22, 1957

ARDELLE VIRGINIA FERRELL VS. ERNEST BRADFORD FERRELL, et al.	In the Circuit Court for Queen Anne's County in Equity Cause No. 4089

DECREE

The above cause standing ready for hearing, and being submitted without argument on Bill and Answer, the Bill of Complaint, exhibits, Answers and other proceedings were, by the Court, read and considered.

IT IS THEREUPON, on this 22nd day of May, 1957, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED as follows:

That the real estate mentioned and described in these proceedings be sold at public sale to be conducted by the Trustees hereinafter appointed, for the purpose of dividing the proceeds of sale among the parties entitled to said real estate.

That Howard Wood and Anthony Libersky of Queen Anne's County, State of Maryland, be and they are hereby appointed trustees to make said sale, but before they shall proceed to act as such trustees they shall file with the Clerk of this Court a bond to the State of Maryland with corporate surety to be approved by said Clerk in the penalty of Four Thousand Dollars.

That they shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County for at least three weeks prior to the day of sale, said terms to provide payment of the entire purchase price in cash, or 10 per cent of the purchase price in cash, and the balance upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustees' satisfaction.

That they shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

That they shall report a full account of said sale ~~or sales~~ to this Court with an affidavit of the truth and fairness thereof.

That, upon the final ratification of ~~each~~ said sale, and full payment of the purchase money, they shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, or them, free, clear and discharged of all claims of the parties to this cause, or of those claiming by, through or under them or any of them.

That said trustees shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

That, at the times of insertion or publication of the advertisement of sale above required, they shall publish in the same newspaper a notice to the creditors of Alfred Ferrell, deceased, Harriet Branson, deceased, and of Susie Steward, deceased, requiring them to file their claims against each of said decedents with the Clerk of this Court within 90 days of the first insertion or publication of said notice or be excluded from participating in the proceeds of said sale.

That, the parties having agreed that the property be sold free and clear of the money claims of the plaintiff against her co-owners, any lien which she may establish to be transferred to the proceeds of sale, and that the plaintiff's claims ~~be heard and decided in open Court, said claims are hereby set down for hearing in this Court on the ---- day of ----------, 1957.~~ shall be heard in open court on or after July 1, 1957.

WM. R. HORNEY

Filed May 22, 1957

BOND

Filed May 28, 1957

Queen Anne's County, to wit: Be it remembered that on this Twenty-eighth day of May, in the year nineteen hundred and fifty-seven, 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, Anthony Libersky and Howard Wood, of Queen Anne's County, State of Maryland, as principals and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars ($ 4,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of May, 1957;

WHEREAS, the above bounden Anthony Libersky and Howard Wood have been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 22nd day of May, 1957, trustees to make sale of the real estate mentioned and described in the cause in said court entitled "Ardelle Virginia Ferrell vs. Ernest Bradford Ferrell, et al." being Cause No. 4089 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Anthony Libersky and Howard Wood do and shall well and faithfully perform and execute the trust reposed in them by said decree, or that may be reposed in them by any future order of 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:

CAROLINE LIBERSKY (as to A.L.)
LUCILLE HOUTS (as to H.W.)

ANTHONY LIBERSKY (SEAL)

HOWARD WOOD (SEAL)

HARTFORD ACCIDENT & INDEMNITY COMPANY

By HOWARD WOOD
Its Attorney-in-fact

Corporate Seal

ATTEST:

LUCILLE HOUTS

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed May 27, 1957.

T. Sorden Pippin, Clerk

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 221, 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 Fifth day of June, in the year nineteen hundred and fifty-seven.

Place of SEAL.

T. SORDEN PIPPIN Clerk

REPORT OF SALE

Filed June 21, 1957

ARDELLE VIRGINIA FERRELL vs. ERNEST BRADFORD FERRELL, et al	In the Circuit Court for Queen Anne's County in Equity Cause No. 4089

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause, by Anthony Libersky and Howard Wood, the Trustees appointed to make such sale, unto your Honors respectfully

shows:

1. That pursuant to the decree of this Honorable Court passed on May 22, 1957, your Trustees advertised the time, place, manner and terms of sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to the 15th day of June, 1957, as will appear by reference to the certificate of advertisement of sale which is hereto attached as part hereof.

2. That pursuant to said decree and advertisement, your Trustees proceeded to offer the real estate described in said advertisement at public auction at the premises at 10:30 A.M. (D.S.T.) on Saturday, the 15th day of June, 1957, and then and there sold the same to Ardelle Virginia Ferrell, she being then and there the highest bidder, at and for the sum of $3100.00.

3. That Ardelle Virginia Ferrell, the purchaser, has paid the sum of $500.00 on account of said purchase price, unto your Trustees, and has secured the payment of the balance of $2600.00 to your Trustees upon final ratification of this sale by this Honorable Court, with 6% annual interest from the date of sale, by her promissory note.

Respectfully submitted,

ANTHONY LIBERSKY
(Anthony Libersky)

HOWARD WOOD
(Howard Wood)
Trustees

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I Hereby Certify, that on this 20th day of June, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, personally appeared Anthony Libersky and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Notary
Public
Seal.

MARGARET ANN MORRIS
Notary Public

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

I Hereby Certify that on this 17 day of June, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale therein reported was fairly made.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed June 21, 1957

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE

Filed June 21, 1957

TRUSTEES' SALE

- Of Improved -

REAL ESTATE

The undersigned Trustees, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on May 22, 1957, in Cause No. 4089 in said Court, will offer at public sale to the highest bidder on the premises to be sold on

SATURDAY, JUNE 15, 1957

commencing at 10:30 o'clock a.m., (Daylight Saving Time), all of the following described real estate:

All that lot of land situate in the Second Election District of Queen Anne's County, Maryland, on the north side of the public road leading from the Church Hill-Chestertown state highway to Rolph's Wharf, known as the Alfred Ferrell property, containing 10 acres of land, more or less, being the same land conveyed to Alfred Ferrell by Charles W. Clements and wife, by deed dated December 19, 1874, and recorded among the land records for Queen Anne's County in Liber W.A.G.H. No. 1, folio 319 except the part lying within 25 feet of the center line of the public road which has been conveyed to the county and subject to an electric line easement of Choptank Electric Cooperative, Inc., recorded in Liber A.S.G., No. 18, folio 414.

Improvements consist of a dwelling house and outbuildings, but venetian

blinds, French doors, electric pump and porch screening are reserved and not included in the sale.

TERMS OF SALE: Whole price may be paid in cash on day of sale, or 10% of purchase money shall be paid in cash on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and be secured to the Trustees' satisfaction. Full possession will be given to the purchaser on final ratification of sale. Title papers, all deed stamps and cost of recording deed to be purchaser's expense.

ANTHONY LIBERSKY
HOWARD WOOD
Trustees

J. Elmer Anthony, Auct.

NOTICE TO CREDITORS

All creditors of Alfred Ferrell, deceased, Harriet Branson, deceased, or of Susie Steward, deceased, are hereby notified that they must file their claims against said decedents with the Clerk of the Circuit Court for Queen Anne's County, Maryland, within Ninety Days (90) from May 23, 1957, or be excluded from participating in the proceeds of sale of the real estate left by said decedents, or any of them.

ANTHONY LIBERSKY
HOWARD WOOD
Trustees in Chan. Cause No. 4089

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 21, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustees' sale of Improved Real Estate in the estate of Alfred Ferrell, Deceased 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 4 successive weeks before the 15th day of June, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of May 1957, and the last insertion on the 13th day of June, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY A. DADDS

Filed June 21, 1957

ORDER NISI

Filed June 21, 1957

NISI

Ardelle Virginia Ferrell	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
Ernest Bradford Ferrell, et al.	:	NO. 4089

ORDERED, this 21st. day of June, 1957, that the sale of real estate made and reported in this cause by Anthony Libersky and Howard Wood, Trustees, be ratified and confirmed, on or after the 19th. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 27th. day of June 1957, and ending on the 11th. day of July 1957.

The report states the amount of sales to be $3100.00.

T. SORDEN PIPPIN Clerk

Filed: June 21, 1957

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed July 19, 1957

NISI

Ardelle Virginia Ferrell
vs.
Ernest Bradford Ferrell, et al.

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

No. 4089

ORDERED, this 21st day of June, 1957, that the sale of real estate made and reported in this cause by Anthony Libersky and Howard Wood, Trustees, be ratified and confirmed, on or after the 19th day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 27th day of June, 1957, and ending on the 11th day of July, 1957.

The report states the amount of sales to be $3100.00.

T. SORDEN PIPPIN, Clerk

Filed: June 21, 1957
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 17, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of Ardelle Virginia Ferrell vs. Ernest Bradford Ferrell, et al. 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 3 successive weeks before the day of , 19 , and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th day of June 1957, and the last insertion on the 11th day of July, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Emily Ann Dadds

Filed July 19, 1957

FINAL ORDER OF
RATIFICATION OF SALE

Filed July 19, 1957

ARDELLE VIRGINIA FERRELL		In the Circuit Court for Queen Anne's County
vs.		in Equity
ERNEST BRADFORD FERRELL, et al		Cause No. 4089

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 19th day of July, 1957, 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 Anthony Libersky and Howard Wood, Trustees 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.

WM. R. HORNEY
JUDGE

Filed July 19, 1957

ASSIGNMENT

Filed No. 5, 1957

THIS ASSIGNMENT made this 30th day of October, 1957, by Ardelle Virginia Ferrell, Witnesseth:

THAT for and in consideration of the sum of One Dollar ($1.00), natural love and affection and other good and valuable considerations, the receipt of which is hereby acknowledged, Ardelle Virginia Ferrell does hereby transfer, assign and set over to her daughter, Joslyn F. Braxton and John S. Braxton, Jr., her husband, as tenants by the entireties, their personal representatives and assigns, absolutely, all of the share of said Ardelle Virginia Ferrell of, in and to the net proceeds of sale of the real estate sold in the proceedings of the Circuit Court for Queen Anne's County entitled "Ardelle Virginia Ferrell vs. Ernest Bradford Ferrell et al.," being Cause No. 4089 on the Chancery Docket of said court, whether said net proceeds should result from the ownership by Ardelle Virginia Ferrell of an undivided one-third (1/3) interest in said real estate or whether the same should result from the monetary claims asserted by Ardelle Virginia Ferrell in her amended bill of complaint against the owners of the remaining two-third (2/3) undivided interest in said real estate, or any of them.

WITNESS the hand and seal of said Assignor:

TEST:

HOWARD WOOD

ARDELLE VIRGINIA FERRELL (SEAL)
(Ardelle Virginia Ferrell)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of October, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Ardelle Virginia Ferrell and acknowledged the aforegoing ASSIGNMENT to be her act.

WITNESS my hand and notarial seal:

NOTARY PUBLIC SEAL.

JACOB H. GREENFELD
Comm. Expires 5/59
Notary Public

Filed Nov. 5, 1957.

PETITION

Filed Nov. 5, 1957

ARDELLE VIRGINIA FERRELL vs. ERNEST BRADFORD FERRELL, et al.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 4089

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ardelle Virginia Ferrell unto your Honors, respectfully shows:

1. That the Petitioner purchased the real estate sold by the Trustees in this cause as fully appears by the report of sale filed in said cause.

2. That the Petitioner desires that John S. Braxton, Jr. and Joslyn F. Braxton, his wife, of 921 Poplar Grove Street, Baltimore, Maryland, be substituted for her as purchasers of said property.

3. That the said John S. Braxton, Jr. and Joslyn F. Braxton, his wife, and the Trustees in this cause, join in this petition for the purpose of evidencing their consent to the passage of an order of this court as herein prayed.

Wherefor, your Petitioners pray your Honors to pass an order substituting John S. Braxton, Jr. and Joslyn F. Braxton, his wife, as purchasers in the place and stead of Ardelle Virginia Ferrell.

Respectfully submitted,

ARDELLE VIRGINIA FERRELL
(Ardelle Virginia Ferrell)

JOHN S. BRAXTON, JR.
(John S. Braxton, Jr.)

JOSLYN F. BRAXTON
(Joslyn F. Braxton)

ANTHONY LIBERSKY
(Anthony Libersky) Trustee

HOWARD WOOD
(Howard Wood) Trustee

Filed Nov. 5, 1957

ORDER OF COURT

Filed Nov. 5, 1957

ORDER OF COURT

UPON the aforegoing Petition, IT IS ORDERED, this 5th day of November, 1957, by the Circuit Court of Queen Anne's County in Equity, that John S. Braxton, Jr. and Joslyn F. Braxton, his wife, are hereby substituted as purchasers of the real estate sold by the trustees in these proceedings, in the place and stead of Ardelle Virginia Ferrell, reported purchaser of said real estate.

EDWARD D. E. ROLLINS
JUDGE

Filed Nov. 5, 1957

AUDIT

Filed Dec. 20, 1957

Ardelle Virginia Ferrell
vs.
Ernest Bradford Ferrell.
et. al.

In The Circuit Court For
Queen Anne's County In
Equity No. 4089

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clar, auditor, unto your Honors respectfully sets forth:

1. That this account is stated at the request of Anthony Libersky and Howard Wood, Trustees, who were appointed as such by decree of this court of May 22, 1957, to make sale of the real estate sold in this cause and disburse the proceeds received therefrom.

2. That in the within account, said Trustees are charged with the total proceeds of said sale, and thereafter are allowed all expenses, not personal, for which proper vouchers were produced, as well as, their commissions and the costs of stating this account.

3. That filed herewith is stipulation of counsel of parties to this cause, pertaining to certain payments to be made from the net proceeds of sale by the Defendants in this cause to the Plaintiff herein. That accordingly, this account reflects the same as they are therein set out.

4. That after the payment of all expenses, the balance was directed to be distributed to the heirs at law of Alfred Ferrell, according to their respective interests as shown in these proceedings.

5. It is to be noted that no inheritance taxes for the state of Maryland have been charged against any of the several distributee's share, because more than four years have elasped since the time any interest vested. Sec. 156, Art. 81, 1951 Annotated Code of Maryland.

Respectfully submitted,

J. THOMAS CLARK
Auditor

December 17, 1957.

Filed Dec. 20, 1957

Cause No. 4089

The proceeds of the sale of real estate reported in this cause, in account with Anthony Libersky and Howard Wood, Trustees, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1957		
Jun 15	By gross proceeds of the sale of said land, per report of sale of said vendors, to wit:	$3,100.00
	By interest on unpaid balance of purchase price, per statement of said vendors, to wit:	33.50
		$3,133.50

Dr.

To Anthony Libersky and Howard Wood, trustees (and vendors) for their commissions for making said sale, per order of Court, to wit: $306.68

To do., for court costs due in this cause, per statement of Clerk's exhibited, to wit:

Costs of T. Sorden Pippin, Clerk.....$96.75
Costs of Thos. J. Keating, Jr, Examiner....10.00
Costs of Dolly Benton, Stenographer 12.00
Costs of Sheriff, Queen Anne's Co. 1.90
Appearance fee of Howard Wood, Atty 10.00
Appearance fee of Anthony Libersky, Atty.. 10.00 140.65

To do., for an amount paid Gibson & Wood, Agents, for the trustees corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:..... 16.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per receipt for the same exhibited, to wit:..... 35.00

To do., for amount paid Queen Anne's Record-Observer, per receipts exhibited, to wit:
Cost of publishing notice of sale and notice to creditors..... $45.00
Cost of publishing nisi of sale..... 9.00 54.00

To do., for an amount due Queen Anne's Record-Observer for publishing order of publication in this cause, per statement for same exhibited, to wit:..... 72.00

To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for the vendors share of 1957 taxes on the real estate sold in this cause, per statement of vendors, to wit:..... 19.00

December 18, 1957 J. THOMAS CLARK
Auditor

To do., for costs of publishing the audit nisi to be passed as to this account in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 36.00

To balance to be carried forward for distribution..... 2446.67

#3133.50 $3,133.50

December 18, 1957 J. THOMAS CLARK
Auditor

Cr.

By balance carried forward for distribution.....$2,446.67

Dr.

To Joslyn F. Braxton and John S. Braxton, Jr., as tenants by the entireties, per assignment of Ardelle Virginia Ferrell, of October 30, 1957, as follows, to wit:
1-the 1/3 share of the heirs at law of Joshua Ferrell..... $815.56
2-From Ernest Bradford Ferrell's 1/3 share as follows: per stipulation:
1/3 of insurance premiums of $131.25..... $ 43.75
1/3 of taxes of $278.65..... 92.88
Telephone expense..... 41.79
The J. O. Cecil, Jr., auto repair account..... 66.45 244.87
3-From the 1/3 share of Agnes Steward Miles, Samuel Steward, Leonard Blackwell, Agnes Williams, Mamie Williams and Samuel Williams, as follows:
1/3 of insurance premiums of $131.25..... $ 43.75
1/3 of taxes of $278.65..... 92.88 136.63 $1197.06

To Ernest Bradford Ferrell, heir at law of Harriet Brown, deceased child of Alfred Ferrell, deceased, a 1/3 share of the same or the sum of $815.56, less the sum of $244.87 listed in 2 above, or the sum of..... 570.69

To Agnes Steward Miles, heir at law of Susie Steward, deceased child of Alfred Ferrell, deceased, a 1/9 share of the same less her share of item 3 above, or the sum of..... 226.31

To Samuel Steward, heir at law of Susie Steward, deceased child of Alfred Ferrell, deceased, a 1/9 share of the same less his share of item 3 above, or the sum of..... 226.31

To Leonard Balckwell, heir at law of Helen Steward, deceased child of Susie Steward, a deceased child of Alfred Ferrell, deceased, a 1/36 share of the same less his share of item 3 above, or the sum of..... 56.57

To Agnes Williams, heir at law of Helen Steward, deceased child of Susie Steward, a deceased child of Alfred Ferrell, deceased, a 1/36 share of the same less her share of item 3 above, or the sum of..... 56.57

December 17, 1957

J. THOMAS CLARK
Auditor

To Mamie Williams, heir at law of Helen Steward, deceased child of Susie Steward, a deceased child of Alfred Ferrell, deceased, a 1/36 share of the same less her share of item 3 above, or the sum of..... 56.58

To Samuel Williams, heir at law of Helen Steward, deceased child of Susie Steward, a deceased child of Alfred Ferrell, deceased, a 1/36 share of the same less his share of item 3 above, or the sum of..... 56.58

$2446.67 $2,446.67

December 17, 1957

J. THOMAS CLARK
Auditor

Ardelle Virginia Ferrell
vs.
Ernest Bradford Ferrell, et al.

In the Circuit Court for Queen Anne's County
in Equity
Cause No. 4089

STIPULATION

It is stipulated between John S. Braxton and Joslyn F. Braxton, his wife, hereinafter called, "ASSIGNEES", by Howard Wood, their attorney, and the Defendants in this suit, by Anthony Libersky, their attorney: that the net proceeds of sale of the real estate sold in this cause shall be divided by the Auditor of this Honorable Court in the report and the account which are about to be stated by the Auditor, as follows:

One-third (1/3) to the Assignees: one-third (1/3) to Ernest Bradford Ferrell; and one-third to the other Defendants, subject to adjustment so that the Assignees shall be paid:

1. From Ernest Bradford Ferrell's share:

1/3 of insurance premiums of $131.25....	$43.75	
1/3 of taxes of $278.65	92.88	
Telephone expense	41.79	
Amount of Cecil auto repair bill	66.45	$244.87

2. From share of other parties to suit:

1/3 of insurance premiums of $131.25....	$43.75	
1/3 of taxes of $278.65	92.88	$136.63

It is further stipulated that all other claims of the plaintiff and her assignees and also all other claims of Ernest Bradford Ferrell against said net proceeds of sale are hereby dismissed.

ANTHONY LIBERSKY
(Anthony Libersky)

HOWARD WOOD
(Howard Wood)

Stipulation

Dec. 17, 1957

J. THOMAS CLARK
Auditor

Filed Dec. 20, 1957

NISI RATIFICATION
OF AUDIT

Filed December 20, 1957

NISI RATIFICATION OF AUDIT

Ardelle Virginia Ferrell	)	In the Circuit Court
VS.	)	for Queen Anne's County
	)	In Equity
Ernest Bradford Ferrell, et al.	)	Cause No. 4089

ORDERED, This 20th day of December in the year nineteen hundred and fifty seven that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of January, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of January, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed December 20, 1957

CERTIFICATE OF PUBLICATION
OF NISI AUDIT

Filed Feb. 1, 1958

NISI RATIFICATION OF AUDIT

Ardelle Virginia Ferrell
vs.
Ernest Bradford Ferrell, et al.

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

Cause No. 4089

ORDERED, This 20th day of December, in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of January, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of January, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Dec. 20, 1957
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 31, 1957

The Queen Anne's Record and Observer Publishing Company, a body corporate, does hereby certify that nisi in the case of Ardelle Virginia Ferrell vs. Ernest Bradford Ferrell, et al. 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 ~~three~~ two successive weeks, commencing on the 26 day of December, 1957, and ending on the 2 day of January, 1958.

The Queen Anne's Record and
Observer Publishing Co.

by: IRENE E. CONLEY

Filed Feb. 1, 1958

FINAL ORDER OF
RATIFICATION OF AUDIT

Filed Feb. 4, 1958

FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 4th day of February, 1958, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, as shown by the certificate of publication

of the order nisi passed as to said report and account, and the Trustees are hereby directed to apply the proceeds of sale accordingly, with a due proportion of interest as the same has been or may hereafter be received.

THOS. J. KEATING, JR.

Filed Feb. 4, 1958

PETITION TO
WITHDRAW EXHIBIT

Filed April 5, 1958

ARDELLE VIRGINIA FERRELL vs. ERNEST BRADFORD FERRELL, et al.		In the Circuit Court for Queen Anne's County in Equity No. 4089.

PETITION TO WITHDRAW EXHIBIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John S. Braxton and Joslyn F. Braxton, his wife, by Howard Wood, their attorney, unto your Honors respectfully sets forth:

1. That your Petitioners are the purchasers of the real estate sold in this cause, and your Petitioner, Joslyn F. Braxton, is a granddaughter of the late Alfred Ferrell.

2. That your Petitioners desire to with draw the original deed to Alfred Ferrell which was filed with the Bill of Complaint in this cause and marked "Exhibit A".

WHEREFOR, your Petitioners pray your Honors to pass an Order authorizing them to substitute a photostatic copy or a certified copy for the original deed, and withdraw the original deed from these proceedings.

Respectfully submitted,

HOWARD WOOD
Attorney for Petitioners

Filed April 5, 1958

ORDER

Filed April 8, 1958

ORDERED, this 8th day of April, 1958, by the Court, that leave is granted as prayed to withdraw the deed marked "Exhibit A", and substitute a certified or photostatic copy thereof for the same.

THOS. J. KEATING, JR.
Judge

Filed April 8, 1958

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

EDWARD TURNER, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland, PLAINTIFF	IN THE CIRCUIT COURT IN QUEEN ANNE'S COUNTY IN EQUITY NO. 4150
vs.	
IDA EMORY HURST 4601 Wilmslow Road, Baltimore, Maryland; MARGARET EMORY BRIDGMAN 4427 Wickford Road, Baltimore, Maryland; WINDER G. KEATING College Avenue, Haverford, Pennsylvania;	
AND	
The unknown heirs of Wilmer Emory, deceased;	
AND	
The unknown heirs of B. Palmer Keating, deceased;	
AND	
The unknown executor or administrator of Wilmer Emory, deceased;	
AND	
The unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. RESPONDENTS.	

: : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Edward Turner, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, deceased, by B. Hackett Turner, Jr., his Solicitor, respectfully represents:

1. That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 131 A, (1957 Supplement) as amended by Chapter 399, Section 8, of the Acts of 1957.

2. That the late Isaac E. Dolby was in peaceable possession of real estate in Queen Anne's County at the time of his death which he had acquired by deed dated July 15, 1903, from H. B. W. Mitchell and M. Ella Mitchell. That said deed is recorded among the land records of Queen Anne's County in Liber J. E. G. No. 5, folio 270, etc., a certified copy of which deed is filed herewith marked "Plaintiff's Exhibit No. 1."

That the said land is described as follows:

ALL that piece, parcel, tract or part of a tract of land situate in the Sixth Election District of Queen Anne's County, State of Maryland, which may be described as all that part of the farm known as "The Swan Farm" which is contained within the following metes and bounds, courses and distances, to wit: Beginning at a point in the new road, leading from the Centreville-Halls Cross Roads road to the Halls Cross Roads road to the Halls Cross Roads-Ruthsburg road, opposite the divisional fence between this land and the land of Mrs. Margaret W. Wright and running thence south forty three and one half degrees west, two hundred and forty four perches; thence south thirty nine and one-half degrees east, one hundred and sixty nine and eight tenths perches to intersect the line of the tract called "Bromley"; thence with line south eighty seven and one-half degrees east, fifty two perches to a stone; thence north eighty seven and one half degrees east, ninety six and eight tenths perches; thence north sixty two degrees east, fourteen and four tenths perches to the road from Ruthsburg to Halls Cross Roads; thence with said road north eleven and one quarter degrees west, two hundred and sixty six and five tenths perches to the said new road; thence with the new road north fifty two and one half degrees west, sixty two and twenty six one hundredths perches to said beginning, containing three hundred and twenty acres three roods and thirty four perches of land, more or less.

3. That on October 5, 1891, Charles I. B. Mitchell, a predecessor in title of the real estate described herein, executed a mortgage in the amount of $1,200.00 to B. Palmer Keating and Wilmer Emory, which mortgage is recorded among the

land records of Queen Anne's County in Liber W. D. No. 6, folio 320; that a certified copy of said mortgage is filed herewith marked "Plaintiff's Exhibit No. 2."

4. That Isaac E. Dolby died in Queen Anne's County on the first day of April, 1957, and Letters Testamentary on his estate were granted to Edward Turner on April 9, 1957, by the Orphans' Court of Queen Anne's County. That a certified copy of said Letters Testamentary and the Will of the late Isaac E. Dolby are filed herewith marked "Plaintiff's Exhibits Nos. 3 and 4."

5. That on the 28th day of June, 1957, Edward Turner, Executor of the estate of Isaac E. Dolby, deceased, entered into a contract to sell to E. Trippe Callahan and Sarah Pauline Callahan, his wife, the real estate described in these proceedings. That a conformed copy of said agreement is filed herewith marked "Plaintiff's Exhibit No. 5."

6. That after the execution of the aforesaid contract dated on the 28th day of June, 1957, the purchasers refused to take title to said real estate because during the course of the examination of the title to the land sold under said agreement, their attorney discovered that the mortgage from Charles I. B. Mitchell to B. Palmer Keating and Wilmer Emory dated on the aforesaid October 5, 1891, and recorded in Liber W. D. No. 6 at folio 320, was unreleased of record.

7. That Wilmer Emory, one of the mortgagees in the aforesaid instrument, late of Queen Anne's County, died in the City of Baltimore on October 4, 1913, leaving surviving him as his only heirs, his daughters, Ida Emory Hurst and Margaret Emory Bridgman, who live respectively at 4601 Wilmslow Road, and 4427 Wickford Road, in the City of Baltimore. That no executor or administrator has been appointed for the estate of Wilmer Emory.

8. That B. Palmer Keating, one of the mortgagees in the aforesaid instrument, late of Queen Anne's County, died at Scranton, Lackawanna County, Pennsylvania, on or about October 19, 1925, leaving surviving him two sons, Winder G. Keating and Palmer Keating, and a daughter, Eleanor Keating. That Palmer Keating and Eleanor Keating are now deceased, having died without leaving issue surviving them.

That Winder G. Keating has written to B. Hackett Turner, Jr. that he is confident that the mortgage referred to in these proceedings has been discharged. That a conformed copy of the letter from Mr. Winder G. Keating, which is dated August 19, 1957, is filed herewith marked "Plaintiff's Exhibit No. 6."

9. That Ida Emory Hurst and Margaret Emory Bridgman, the daughters and only heirs at law of the late Wilmer Emory have refused to execute a release of the aforesaid mortgage dated October 5, 1891, and recorded as aforesaid, andthe said mortgage constitutes a cloud on the title to the said real estate.

TO THE END THEREFORE:

(a) That this Honorable Court decree that the late Isaac E. Dolby and through him his estate has absolute ownership and right of disposition of the land mentioned in these proceedings.

(b) That this Honorable Court may grant an injunction enjoining and restraining Ida Emory Hurst; Margaret Emory Bridgman; Winder G. Keating; the unknown heirs of Wilmer Emory, deceased; the unknown heirs of B. Palmer Keating, deceased; the unknown executor or administrator of Wilmer Emory, deceased; the unknown executor or administrator of B. Palmer Keating, deceased; and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings from asserting any claim to the aforesaid real estate, by an action at law or otherwise.

(c) And for such other and further relief as the circumstances of this case may require.

AND AS IN DUTY BOUND, ETC.

EDWARD TURNER, EXECUTOR
Edward Turner, Executor of the
Estate of Isaac E. Dolby,
deceased.

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Centreville, Maryland
Telephone: Centreville 395
Solicitor for Plaintiff

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

I HEREBY CERTIFY, that on this 22nd day of October, 1957, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD TURNER, Executor of the Estate of Isaac E. Dolby, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing BILL OF COMPLAINT are true and bona fide.

WITNESS my hand and notarial seal.

NOTARY
PUBLIC
SEAL.

VIRGINIA S. WHITE
Virginia S. White
Notary Public
My commission expires May 4,1959.

Filed Oct. 22, 1957

PLAINTIFF'S EXHIBIT NO. 1

Filed Oct. 22, 1957

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twelfth day of August in the year Nineteen Hundred and three the following Deed was brought to be recorded, to wit:

THIS DEED OF CONVEYANCE, made this Fifteenth day of July in the year nineteen hundred and three, by H. B. W. Mitchell, of Queen Anne's county, State of Maryland, and M. Ella Mitchell, of Baltimore City, State aforesaid, but now temporarily in Queen Anne's County, said State WITNESSETH that, for and in consideration of the full amount of Five Thousand Seven Hundred and Nine Dollars and sixty three cents, (the receipt of three thousand and nine dollars and sixty three cents of which said amount is hereby acknowledged, the remainder thereof being secured by mortgage on the hereinafter described land and payable as therein stated), the said H. B. W. Mitchell doth hereby grant and convey unto Isaac E. Dolby, of New Haven county, State of Connecticut, his heirs and assigns, in fee simple, and the said M. Ella Mitchell in consideration of one dollar to her paid doth hereby release, quit claim, grant and convey unto the said Isaac E. Dolby, his heirs and assigns, free, clear and discharged of her mortgage thereon (said mortgage being particularly described in the covenant hereinafter made) ALL that piece, parcel, tract or part of a tract of land situate in the sixth election district of Queen Anne's county, State of Maryland which may be described as all that part of the farm known as "The Swan Farm" which is contained within following metes and bounds, courses and distances, to wit: BEGINNING at a point in the new road, leading from the Centreville--Halls Cross Roads road to the Halls Cross Roads--Ruthsburg road, opposite the divisional fence between this land and the land of Mrs. Margaret W. Wright and running thence south forty three and one half degrees west, two hundred and forty four perches; thence south thirty nine and one half degrees east, one hundred and sixty nine and eight tenths perches to intersect the line of the tract called "Bromley"; thence with line south eighty seven and one half degrees east, fifty two perches to a stone; thence north eighty seven and one half degrees east, ninety six and eight tenths perches; thence north sixty two degrees east, fourteen and four tenths perches to the road from Ruthsburg to Halls Cross Roads; thence with said road north eleven and one quarter degrees west, two hundred and sixty six and five tenths perches to the said new road; thence with the new road north fifty two and one half degrees west, sixty two and twenty six one hundredths perches to said Beginning, containing three hundred and twenty acres, three roods and thirty four perches of land, more or less, and being part of the land mentioned and conveyed to said H. B. W. Mitchell in the following deeds, to wit; deed from Edith C. Jones and J. Courtney Jones, her husband, bearing date February 12th in the year nineteen hundred, and recorded in Liber W. H. C. No. 10, folio 394 &c, a land record for Queen Anne's county aforesaid; deed from M. Ella Mitchell, bearing date February nineteenth, in the year nineteen hundred and recorded in said Liber, folio 396; deed from R. Mildred Mitchell bearing date February twentieth, in the year nineteen hundred and recorded in said Liber, folio 395 &c: Deed from Francis D. L. Mitchell, bearing date July fifteenth, in the year nineteen hundred and two and recorded in Liber J. E. G. No. 3, folio 399 &c, a land record as aforesaid; to which said several deeds and the references in each made, reference is hereby made for a further description of the land hereby granted.

And the said H. B. W. Mitchell covenants to warrant specially the land hereby conveyed and to execute such further assurances of title thereto as may become necessary.

And the said M. Ella Mitchell covenants to warrant specially the land hereby conveyed and that the said Isaac E. Dolby, his heirs and assigns may and shall have and hold the same free, clear, discharged and released of and from the lien and operation of the mortgage thereon from said H. B. W. Mitchell to her, bearing date the nineteenth day of February, in the year nineteen hundred and recorded in Liber W.H.C. No. 10, folio 397 &c, a land record book for Queen Anne's county, and free and discharged of and from all claims and demands whatever for the money secured by said mortgage that might or could arise under or by virtue of said mortgage, or that might or could arise under or by virtue of a vendors lien.

Witness their hands and seals.

Witness as to H. B. W. Mitchell.
R. HOPPER SMITH

H. B. W. MITCHELL (Seal)

Witness as to M. Ella Mitchell
R. HOPPER SMITH

M. ELLA MITCHELL (Seal)

STATE OF MARYLAND }
QUEEN ANNE'S COUNTY } TO WIT: I HEREBY CERTIFY that on this 15th day of July in the year nineteen hundred and three, before me, the subscriber, a justice of the peace of the State of Maryland, in and for Queen Anne's county personally appeared H.B.W. Mitchell and M. Ella Mitchell and acknowledged the aforegoing deed to be their respective act and deed:

R. HOPPER SMITH,
Justice of the Peace.

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

This is to certify that the aforegoing is truly taken and copied from Liber J.E.G. No. 5, folio 270 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the

NOTARY
PUBLIC
SEAL.

Seal of the Circuit Court for Queen Anne's County this 21st day of October, in the year nineteen hundred and fifty seven.

T. SORDEN PIPPIN
Clerk

Filed Oct. 22, 1957

PLAINTIFF'S EXHIBIT NO. 2

Filed October 22, 1957

QUEEN ANNES COUNTY, to wit: Be it remembered, that on the Nineteenth day of December, in the yearOne Thousand eight hundred and ninety one, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this Fifth day of October, Eighteen hundred and ninety one, by Charles I. B. Mitchell, of Queen Annes County,in the State of Maryland, Witnesseth: Whereas the said Charles I. B. Mitchell is indebted to B. Palmer Keating and Wilmer Emory of said County, jointly, in the sum of Twelve Hundred Dollars, for which said sum the said Charles I. B. Mitchell has passed to the said B. Palmer Keating and Wilmer Emory his three promissory notes bearing even date herewith, one for the sum of five hundred dollars payable six months after date; one for the sum of Two hundred dollars, payable eight months after date; and one for the sum of five hundred dollars payable twelve months; All of them payable at the Queen Annes National Bank of Centreville, and in order to secure the payment of the same this Mortgage is executed.

Now, in consideration of the premises, and of one Dollar, I do grant unto the said B. Palmer Keating and Wilmer Emory, in fee simple, All my right, title, and interest in and to All my real and personal estate and all my undivided interest in the property called Bolingly, situate in the Fifth Election District of Queen Anne's County, and adjoining the town or village of Queenstown - Also all that farm or tract of land, situate in the 6th Election District of Queen Annes County, adjoining the lands of Mrs. S. Collins Wright, and bounded on two sides by the public road that seperates it from the farm of Wilmer Emory, and the public road that seperates it from the farm left by the late Albert Simpson, and bounded on another side by the public road leading from Centreville to Halls X Roads, and divided into two farms, one occupied by Henry Andrie and one by Jonathan Powell - Being a part of the tract left by the late Pere Wilmer to Mrs. Catharine P. Emory for life, and after her death to her children and described in case of Wright vs. Mitchell No. 979 Chancery, in the Circuit Court for Queen Anne's County, in Equity Together with all rights, roads, ways, waters, privileges and advantages thereto appertaining.

Provided, that if the said Charles I. B. Mitchell and his personal representantives, do and shall well and truly pay said several promissory notes at maturity, and shall perform all the covenants and conditions herein on his part to be performed, then this Mortgage shall be void. It is agreed that until default be made by the Mortgagor, he shall hold and possess the Mortgaged premises - And I covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes that may be levied thereon, and on the property hereby conveyed, all costs and Attorney's Commissions incurred in the collection of said debt, or any part thereof and all prior liens upon said property, and to insure, and pending this Mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof, and to have the policy so framed or endorsed, that the proceeds shall be applied to the payment of this Mortgage - But in case of default of any covenant herein, then the whole debt intended hereby to be secured shall be due and demandable, and the said Mortgagees their legal representatives or assigns, are hereby authorized to sell said premises pursuant to law, 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 prior liens then payable, second, all expenses incident to such sale, (including compensation to the person making the sale, the same as to Trustees in Equity,) third, all money owing hereunder, and fourth, the balance to the Mortgagors.

Witness my hand and seal

Test: B. EMORY, JR. C. I. B. MITCHELL (SEAL)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this Fifth day of October, Eighteen hundred and ninety one, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Charles I. B. Mitchell, and acknowledged the aforegoing Mortgage to be his act.

B. EMORY Jr. J.P.

State of Maryland, Queen Anne's County, to wit: I hereby certify, that on this Nineteenth day of December, Eighteen hundred and ninety one, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County personally appeared B. Palmer Keating and Wilmer Emory, the Mortgagees above named, and each made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

R. GOLDSBOROUGH, J.P.

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

This is to certify that the aforegoing is truly taken and copied from Liber W.D. No. 6, folios 320 etc., a Land Record Book for Queen Anne's County.

Place of SEAL.

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 October, in the year nineteen hundred and fifty seven.

T. SORDEN PIPPIN
Clerk

Filed October 22, 1957

PLAINTIFF'S EXHIBIT NO. 3

Filed Oct. 22, 1957

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY SCT:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS TESTAMENTARY of all the goods, chattels, credits and personal estate of ISAAC E. DOLBY, late of Queen Anne's County, deceased, were on the 9th day of April in the year of our Lord one thousand nine hundred and fifty-seven granted and committed unto Edward Turner the Executor by the Last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

Place of SEAL.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 3rd day of June in the year of our Lord, nineteen hundred and fifty-seven.

Test:

E. CLYDE WALLS
Register of Wills for Queen Anne's County

Filed Oct. 22, 1957

PLAINTIFF'S EXHIBIT NO. 4

Filed Oct. 22, 1957

CONFORMED COPY

I, ISSAC E. DOLBY, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, in manner following, that is to say:

ITEM ONE: I do hereby direct that my funeral expenses and all of my just debts shall be fully paid, and that a suitable grave stone or monument be erected at my grave.

ITEM TWO: It is my will and desire that my said Executor hereinafter named shall sell all of my real estate of which I may die seized and possessed, wheresoever the same may be situate, and that the proceeds of the sales of my said real estate, after the payment thereout of the costs and expenses incident to the making of such sales, shall be paid to my granddaughters, Mary Virginia Hunter, who lives in Centreville, Queen Anne's County, Maryland, and Helen Kemp, who lives at Starkey's Corner, in Queen Anne's County, Maryland, in equal portions, share and share alike; and to that end, therefore, I do hereby authorize, empower and direct my said Executor hereinafter named to sell, either at public or private sale as in his judgment may seem most desirable, for such price or prices and upon such terms as he may deem best, all of my said real estate of which I may die seized and possessed, wheresoever the same may be situate, and to grant and convey the same to the purchaser or purchasers thereof in fee simple; and the proceeds arising from the said sales of my said real estate, after the payment thereout by my said Executor of the costs and expenses incident to the making of such sales, I do hereby give, devise and bequeath to my said granddaughters, Mary Virginia Hunter and Helen Kemp, in equal portions, share and share alike, and I hereby direct my said Executor to pay over to the said Mary Virginia Hunter and Helen Kemp the said net proceeds of the said sales of my real estate.

ITEM THREE: I direct my Executor, hereinafter named, to sell at public or private sale my household furniture, furnishings and articles of all description and all other tangible personal property of which I shall die possessed wherever the same may be situated or found.

ITEM FOUR: It is my will and I do hereby direct that my said Executor shall execute the said powers of sale hereinabove conferred upon him, within twelve

months from the date of my death.

ITEM FIVE: All the rest, residue and remainder of my estate and property of every kind and description, I do hereby give and bequeath to my said granddaughters, Mary Virginia Hunter and Helen Kemp, absolutely.

ITEM SIX: I do hereby constitute and appoint Edward Turner, to be the Executor of this my last Will and Testament, hereby revoking all other wills and testaments heretofore made by me, and it is my wish and desire and I hereby direct that the said Edward Turner shall be excused from the necessity of giving bond for the performance of his duties as such Executor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 12th day of January, in the year nineteen hundred and fifty-five.

(s) Isaac E. Dolby (SEAL)

SIGNED, sealed, published and declared by the above named Testator, Issac E. Dolby, 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:

(s) T. Sorden Pippin
Centreville, Maryland

(s) A. Sydney Gadd, Jr.
Centreville, Maryland

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Last Will and Testament of Isaac E. Dolby as filed and passed in this office on April 3, 1957 and recorded in Liber E. E. C. No. 1, Folio 503 in Record Book of Wills in the Orphans' Court for Queen Anne's County, Maryland.

Place of SEAL.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 22nd day of October 1957.

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

Filed Oct. 22, 1957

PLAINTIFF'S EXHIBIT NO. 5

Filed Oct. 22, 1957

CONFORMED COPY

THIS AGREEMENT, made this 28th day of June, nineteen hundred and fifty seven between Edward Turner, Executor of the estate of Isaac E. Dolby, deceased, Vendor, and E. Trippe Callahan and Sarah Pauline Callahan, his wife, Vendees, all of Queen Anne's County, Maryland.

WHEREAS, the said Vendor is the executor of the estate of Isaac E. Dolby, deceased, whose Will has been duly admitted to probate by the Orphan's Court of Queen Anne's County, and is recorded among the Will Records of said county in Liber E.E.C. No. 1, folio 503, and in Item 2 of said Will the said Vendor, as executor aforesaid, is given the absolute right to sell the said testator's real estate, at either private or public sale, without application to the Orphan's Court of Queen Anne's County; aforesaid, and

WHEREAS, the said Vendor has duly qualified as executor of the estate of Isaac E. Dolby, deceased;

AND WHEREAS, the hereinafter sale is made subject to final ratification by the Orphan's Court of Queen Anne's County;

WITNESSETH, that the said Vendor does hereby bargain and sell unto the Vendees, and the latter doth hereby purchase from the former the following described property, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, which may be described as all that part of the farm known as "The Swan Farm", containing 320 acres, 3 roods and 34 perches of land, more or less; and all appurtenances thereto, and being more particularly described in the deed from H.B.W. Mitchell and W. Ella Mitchell to Isaac E. Dolby bearing date the 15th day of July, 1903, and recorded among the land records of Queen Anne's County aforesaid in Liber J.E.G. No. 5 folio 270.

At and for the price of forty five thousand dollars ($45,000.00) of which the sum of Four Thousand Five Hundred Dollars ($4,500.00) have been paid prior to the signing hereof and the balance is to be paid, without interest, on or before the expiration of fifteen (15) days from the date of final ratification of this sale by the Orphan's Court of Queen Anne's County.

The Vendor hereby agrees that the Vendees shall have immediate possession to the said premises subject nevertheless to the tenancy of Edward E. Covington, tenant for the year 1957.

The Vendor further agrees that the Vendees shall get the landlord's share of any and all crops which have or may be harvested on said premises after the date of filing of the inventory of personal property in the estate of Isaac E. Dolby, deceased, and which crops shall include the barley, wheat and corn growing thereon.

And upon payment as above of the unpaid purchase money, by cash or certified check, a Deed for the property shall be executed at the Vendees' expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendees.

All taxes and insurance shall be adjusted as of date of final settlement.

It is further agreed between the parties hereto, that this agreement shall be binding upon their respective heirs, personal representatives, administrators and assigns.

Witness our hands and seals.

Test: (as to all signatures)

(s) J. Thomas Clark

(s) Edward Turner, Executor (SEAL)
Edward Turner, Executor
of the estate of Isaac E. Dolby,
deceased.

(s) E. Trippe Callahan (SEAL)
E. Trippe Callahan,

(s) Sarah Pauline Callahan (SEAL)
Sarah Pauline Callahan

Filed Oct. 22, 1957

PLAINTIFF'S EXHIBIT NO. 6

Filed Oct. 22, 1957

CONFORMED COPY

August 19, 1957

B. Hackett Turner, Jr., Esquire,
Attorney at Law,
Centreville, Maryland.

Re: Estate of Isaac E. Dolby

Dear Mr. Turner:

I am returning the signed renunciation enclosed with your letter of August 15th.

My father, B. Palmer Keating, died at Scranton, Lackawanna County, Pa. He did not leave a Will. My recollection is that the date of death was October 19, 1925 in the early morning. However, I am a little hazy about the exact date and time, and my older brother, Palmer, who took care of matters at the time, is also now deceased, and he had destroyed all papers in connection with my father's affairs as there was no indication that any matter requiring attention would turn up at such a late date. I know I have a record of the exact day of the month in some newspaper clippings and other records stored away someplace, and although I made some search for them over the week-end, I did not turn them up. If you think it absolutely essential I will make a further search although if you use the date that my recollection at this time calls to mind I do not believe anyone will question it.

I have not heard anything from Mrs. Bridgman, but should she phone me I will tell her that I have returned the renunciation and that as far as I am concerned I am confident the mortgage must have been discharged.

By the way, when my father died there were two other children besides myself, - my older brother, Palmer, and an older sister, Eleanor. Both of these are now deceased, and left no issue, although Palmer's wife is still alive. I believe, therefore, I would be considered the sole remaining heir in my father's estate.

If you need anything further from me to clear up this matter, please do not hesitate to let me know.

Very truly yours,

(s) Winder G. Keating

Winder G. Keating

WGK:mb
enc.

Filed Oct. 22, 1957

ORDER OF PUBLICATION

Filed Oct. 22, 1957

EDWARD TURNER, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland, PLAINTIFF	:	IN THE
	:	CIRCUIT COURT
vs.	:	IN
IDA EMORY HURST 4601 Wilmslow Road, Baltimore, Maryland; MARGARET EMORY BRIDGMAN 4427 Wickford Road, Baltimore, Maryland; WINDER G. KEATING College Avenue, Haverford, Pennsylvania;	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
AND	:	NO. 4150
The unknown heirs of Wilmer Emory, deceased;	:	
AND	:	
The unknown heirs of B. Palmer Keating, deceased;	:	
AND	:	
The unknown executor or administrator of Wilmer Emory, deceased;	:	
AND	:	
The unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. RESPONDENTS	:	

: : : : : : : :

ORDER OF PUBLICATION

The object of this Bill is to procure a decree that the late Isaac E. Dolby and through him his estate has absolute ownership and right of disposition of the land mentioned in these proceedings and to procure an injunction enjoining and restraining Ida Emory Hurst; Margaret Emory Bridgman; Winder G. Keating; the unknown heirs of Wilmer Emory, deceased; the unknown heirs of B. Palmer Keating, deceased; the unknown executor or administrator of Wilmer Emory, deceased; the unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors and administrators, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings from asserting any claim to the real estate mentioned in these proceedings and for general relief.

The Bill recites:

1. That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 131 A, (1957 Supplement) as amended by Chapter 399, Section 8, of the Acts of 1957.

2. That the late Isaac E. Dolby was in peaceable possession of real estate in Queen Anne's County at the time of his death which he had acquired by deed dated July 15, 1903, from H. B. W. Mitchell and M. Ella Mitchell. That said deed is recorded among the land records of Queen Anne's County in Liber J. E. G. No. 5, folio 270, etc., a certified copy of which deed is filed herewith marked "Plaintiff's Exhibit No. 1."

That the said land is described as follows:

ALL that piece, parcel, tract or part of a tract of land situate in the Sixth Election District of Queen Anne's County, State of Maryland, which may be described as all that part of the farm known as "The Swan Farm" which is contained within the following metes and bounds, courses and distances, to wit: Beginning at a point in the new road, leading from the Centreville-Halls Cross Roads road to the Halls Cross Roads-Ruthsburg road, opposite the divisional fence between this land and the land of Mrs. Margaret W. Wright and running thence south forty three and one half degrees west, two hundred and forty four perches; thence south thirty nine and one-half degrees east, one hundred and sixty nine and eight tenths perches to intersect the line of the tract called "Bromley"; thence with line south eighty seven and one-half degrees east, fifty two perches to a stone; thence north eighty seven and one half degrees east, ninety six and eight tenths perches; thence north sixty two degrees east, fourteen and four tenths perches to the road from Ruthsburg to Halls Cross Roads; thence with said road north eleven and one quarter degrees west, two hundred and sixty six and five tenths perches to the said new road; thence with the new road north fifty two and one half degrees west, sixty two and twenty six one hundredths perches to said beginning, containing three hundred and twenty acres three roods and thirty four perches of land, more or less.

3. That on October 5, 1891, Charles I. B. Mitchell, a predecessor in

title of the real estate described herein, executed a mortgage in the amount of $1,200.00 to B. Palmer Keating and Wilmer Emory, which mortgage is recorded among the land records of Queen Anne's County in Liber W. D. No. 6, folio 320; that a certified copy of said mortgage is filed herewith marked "Plaintiff's Exhibit No. 2."

4. That Isaac E. Dolby died in Queen Anne's County on the first day of April, 1957, and Letters Testamentary on his estate were granted to Edward Turner on April 9, 1957, by the Orphans' Court of Queen Anne's County. That a certified copy of said Letters Testamentary and the Will of the late Isaac E. Dolby are filed herewith marked "Plaintiff's Exhibits Nos. 3 and 4."

5. That on the 28th day of June, 1957, Edward Turner, Executor of the estate of Isaac E. Dolby, deceased, entered into a contract to sell to E. Trippe Callahan and Sarah Pauline Callahan, his wife, the real estate described in these proceedings. That a conformed copy of said agreement is filed herewith marked "Plaintiff's Exhibit No. 5."

6. That after the execution of the aforesaid contract dated on the 28th day of June, 1957, the purchasers refused to take title to said real estate because during the course of the examination of the title to the land sold under said agreement, their attorney discovered that the mortgage from Charles I. B. Mitchell to B. Palmer Keating and Wilmer Emory dated on the aforesaid October 5, 1891, and recorded in Liber W. D. No. 6 at folio 320, was unreleased of record.

7. That Wilmer Emory, one of the mortgagees in the aforesaid instrument, late of Queen Anne's County, died in the City of Baltimore on October 4, 1913, leaving surviving him as his only heirs, his daughters, Ida Emory Hurst and Margaret Emory Bridgman, who live respectively at 4601 Wilmslow Road, and 4427 Wickford Road, in the City of Baltimore. That no executor or administrator has been appointed for the estate of Wilmer Emory.

8. That B. Palmer Keating, one of the mortgagees in the aforesaid instrument, late of Queen Anne's County, died at Scranton, Lackawanna County, Pennsylvania, on or about October 19, 1925, leaving surviving him two sons, Winder G. Keating and Palmer Keating, and a daughter, Eleanor Keating. That Palmer Keating and Eleanor Keating are now deceased, having died without leaving issue surviving them.

That Winder G. Keating has written to B. Hackett Turner, Jr. that he is confident that the mortgage referred to in these proceedings has been discharged. That a conformed copy of the letter from Mr. Winder G. Keating, which is dated August 19, 1957, is filed herewith marked "Plaintiff's Exhibit No. 6."

9. That Ida Emory Hurst and Margaret Emory Bridgman, the daughters and only heirs at law of the late Wilmer Emory have refused to execute a release of the aforesaid mortgage dated October 5, 1891, and recorded as aforesaid, and the said mortgage constitutes a cloud on the title to the said real estate.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of October, 1957, that the Plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 23rd day of November, 1957, shall give notice to the Respondent, Winder G. Keating, who is a non-resident of the State of Maryland; the unknown heirs of Wilmer Emory, deceased; the unknown heirs of B. Palmer Keating, deceased; the unknown executor or administrator of Wilmer Emory, deceased; and the unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings; of the substance and object of the Bill of Complaint and to appear in the Circuit Court for Queen Anne's County on or before the 9th day of December, 1957, and file their answer or other defense in the Clerk's Office of said Court, at Centreville, Maryland, within fifteen (15) days thereafter; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff.

T. SORDEN PIPPIN
Clerk

Filed October 22, 1957

SUBPOENA

Filed Oct. 29, 1957

THE STATE OF MARYLAND

Place of SEAL. QUEEN ANNE'S COUNTY, TO WIT:

TO Ida Emory Hurst
4601 Wilmslow Road
Baltimore, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Edward Turner, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 22nd. day of October, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name B. Hackett Turner, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned Ida Emory Hurst and a copy of the Process with a copy of the Bill of Complaint left with the defendant on the 24th day of October 1957 in the presence of Herman Arbaugh.

JOSEPH C. DEEGAN
SHERIFF

Fees $3.35

SUBPOENA

Filed Oct. 29, 1957

THE STATE OF MARYLAND

Place of SEAL. QUEEN ANNE'S COUNTY, TO WIT:

TO Margaret Emory Bridgman
4427 Wickford Road
Baltimore, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Edward Turner, Executor of the Estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 22nd. day of October, 1957.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name B. Hackett Turner Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 395-Centreville

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Summoned Margaret Emory Bridgman and a copy of the Process with a copy of the Bill of Complaint left with the defendant on the 24th day of October 1957 in the presence of Herman Arbaugh.

JOSEPH C. DEEGAN
SHERIFF

Fees $3.35.

DECREE PRO CONFESSO

FILED Dec. 4, 1957

EDWARD TURNER, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland, PLAINTIFF	:	IN THE CIRCUIT COURT
vs.	:	
IDA EMORY HURST 4601 Wilmslow Road, Baltimore, Maryland; MARGARET EMORY BRIDGMAN 4427 Wickford Road, Baltimore, Maryland; WINDER G. KEATING College Avenue, Haverford, Pennsylvania; AND The unknown heirs of Wilmer Emory, deceased; AND The unknown heirs of B. Palmer Keating, deceased; AND The unknown executor or administrator of Wilmer Emory, deceased; AND The unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.	:	IN QUEEN ANNE'S COUNTY IN EQUITY NO. 4150

RESPONDENTS.

: : : :

DECREE PRO CONFESSO

The Defendants, Ida Emory Hurst and Margaret Emory Bridgman, having been duly summoned to answer the Bill of Complaint filed in this cause and having failed to appear and answer thereto, according to the exigency of said writ:

IT IS THEREUPON, this 4th day of December, 1957, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the Complainant is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, Ida Emory Hurst and Margaret Emory Bridgman, but because it doth not certainly appear to what relief the Complainant is entitled, it is further ADJUDGED and ORDERED that leave is granted to the Complainant to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill.

EDWARD D E ROLLINS
JUDGE

Filed Dec. 4, 1957.

DECREE PRO CONFESSO

FILED Dec. 27, 1957

EDWARD TURNER, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland, PLAINTIFF	:	IN THE CIRCUIT COURT
vs.	:	IN
IDA EMORY HURST 4601 Wilmslow Road, Baltimore, Maryland; MARGARET EMORY BRIDGMAN 4427 Wickford Road, Baltimore, Maryland; WINDER G. KEATING College Avenue, Haverford, Pennsylvania; AND The unknown heirs of Wilmer Emory, deceased; AND The unknown heirs of B. Palmer Keating, deceased; AND The unknown executor or administrator of Wilmer Emory, deceased; AND The unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors,	:	QUEEN ANNE'S COUNTY IN EQUITY NO. 4150

and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

RESPONDENTS.

: : : :

DECREE PRO CONFESSO

The Defendants, Winder G. Keating and the unknown heirs of Wilmer Emory, deceased; and the unknown heirs of B. Palmer Keating, deceased; and the unknown executor or administrator of Wilmer Emory, deceased; and the unknown executor or administrator of B. Palmer Keating, deceased; and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, having been duly notified by Order of Publication to appear to the Bill of Complaint filed in this cause, and having failed to appear thereto, according to the exigency of the said Order;

IT IS THEREUPON, this 26th day of December, 1957, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the Complainant is entitled to relief in the premises, and that the Bill of Complainant be and is hereby taken pro confesso against the Defendants, Winder G. Keating and the unknown heirs of Wilmer Emory, deceased; and the unknown heirs of B. Palmer Keating, deceased; and the unknown executor or administrator of Wilmer Emory, deceased; and the unknown executor or administrator of B. Palmer Keating, deceased; and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance or the real estate mentioned in these proceedings, but because it doth not certainly appear to what relief the Complainant is entitled, it is further ADJUDGED and ORDERED that leave is granted to the Complainant to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill.

EDWARD D E ROLLINS
JUDGE

Filed Dec. 27, 1957

ORDER TO ENTER APPEARANCE

FILED Jan. 15, 1958

EDWARD TURNER, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland,
PLAINTIFF
VS.
IDA EMORY HURST, ET AL,
RESPONDENTS.

In the Circuit Court for Queen Anne's County

No. 4150, IN EQUITY

Mr. T. Sorden Pippin, Clerk

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

You will please enter the appearance of Robert R. Price, Esq., with that of B. Hackett Turner, for the Plaintiff in the above entitled case.

B. HACKETT TURNER
Attorney for PLAINTIFF

Filed Jan. 15, 1958

TESTIMONY

FILED Jan. 20, 1958

EDWARD TURNER, Executor, etc. PLAINTIFF	:	In the Circuit Court
	:	in
vs.	:	Queen Anne's County
IDA EMORY HURST, et al RESPONDENTS	:	in Equity
		#4150

: :

TO THE HONORABEL, THE JUDGES OF SAID COURT:

The subscriber, one of the regular examiners for this honorable Court having been notified by B. Hackett Turner, Jr., solicitor for the complainant, of your desire to take testimony in this cause did meet at the office of B. Hackett Turner, Jr., on Friday, January 17, 1958 at 2:00 o'clock P.M. for the purpose of taking testimony, there being no person upon whom the notice of the taking of such testimony could be served, this Court having passed a decree pro confesso against all defendants; and I do further certify that the examinations were properly conducted and it was not necessary for me to examine any witnesses, there being no irregular or unusual circumstances in taking said depositions or in the conduction of the proceedings; and I did then and there proceed after administering the oath to the witnesses and the stenographer to take the following testimony.

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.
Standing Examiner

TESTIMONY

Q. By the Examiner: State your name, age, residence and occupation. The first witness, having been duly sworn, deposes and says:

A. My name is Edward Turner. I am 42 years of age. I live at Centreville, Queen Anne's County, Maryland, and I am an attorney.

Q. Do you know of any other litigation between the parties to this cause?

A. I do not.

By Robert R. Price, Co-Counsel with B. Hackett Turner, for the Plaintiff.

Q. You are the executor named in the will of the late Isaac E. Dolby, are you not?

A. I am.

Q. I show you a deed dated July 15, 1903 recorded in Land Liber JEG #5, Folio 270 and filed with the Bill of Complaint in these proceedings as Plaintiff's Exhibit No. 1. Is this the deed to the property involved in these proceedings?

A. Yes, this is the deed involved in these proceedings.

We wish to offer this deed as a Plaintiff's Exhibit No. 1 with this testimony.

Q. I show you a mortgage bearing date the 5th day of October 1891 recorded in Land Liber W.D. No. 6, Folio 320, from Charles I. B. Mitchell to B. Palmer Keating and Wilmer Emory filed as Plaintiff's Exhibit No. 2 with the Bill of Complaint in these proceedings and ask you whether or not this mortgage covers the "Swan Farm" located in the Sixth Election District of Queen Anne's County and described in the aforementioned deed and with which farm the late Isaac E. Dolby died seized and possessed?

A. Yes, this mortgage does cover the "Swan Farm" located in the Sixth Election District of Queen Anne's County and was owned in fee simple by the late Isaac E. Dolby at the time of his death.

We ask that this mortgage be filed as Plaintiff's Exhibit No. 2 with this testimony.

Q. State if you know whether or not the aforegoing mortgage is released of record.

A. The aforegoing mortgage is unreleased of record.

Q. When did Mr. Isaac E. Dolby die?

A. Mr. Dolby died on the 1st day of April 1957.

Q. Were Letters Testamentary taken out on his estate in Queen Anne's County?

A. Yes, they were.

Q. Who was appointed personal representative of his estate?

A. I, Edward Turner, qualified as executor in accordance with the terms of his will on the 9th day of April 1957.

Q. I show you the Letters Testamentary. Are these the letters granted to you on April 9, 1957 in the Orphans' Court for Queen Anne's County involving the estate of the late Isaac E. Dolby, deceased?

A. Yes, this is a certified copy of the letters testamentary which were granted to me on April 9, 1957 involving Mr. Dolby's estate.

We wish to offer these Letters Testamentary of the late Isaac E. Dolby filed with the Bill of Complaint as Plaintiff's Exhibit No. 3, as Plaintiff's Exhibit No. 3 with this testimony.

Q. I show you this conformed copy of the last will and testament of Isaac E. Dolby, deceased, and ask you if this is the instrument which was admitted to probate in the Orphans' Court of Queen Anne's County on April 3, 1957?

A. Yes, this is a conformed copy of the last will and testament of the late Isaac E. Dolby which was submitted and admitted to probate in the Orphans' Court of

Queen Anne's County on April 3, 1957.

We wish to offer this conformed copy of the will of the late Isaac E. Dolby filed with the Bill of Complaint as Plaintiff's Exhibit No. 4, as Plaintiff's Exhibit No. 4 with the testimony.

Q. The Bill of Complaint alleges that on June 28, 1957 Edward Turner, executor of the estate of Isaac E. Dolyb, entered into a Contract of Sale with E. Trippe Callahan and Sara Pauline Callahan, his wife, for the real estate mentioned in the Bill of Complaint filed in these proceedings. Is that correct?

A. Yes, that is correct.

Q. I show you a copy of the Agreement of Sale filed as Plaintiff's Exhibit No. 5 with the Bill of Complaint. Is this the agreement heretofore mentioned?

A. Yes, this is a copy of the Contract of Sale entered into on the 28th day of June 1957 by me as executor and vendor and E. Trippe Callahan and Sara Pauline Callahan, his wife, as vendees.

We wish to offer this copy of Agreement of Sale as Plaintiff's Exhibit No. 5 with the testimony.

Q. Did or not the purchasers, after this agreement was executed, refuse to take title to this real estate and for what reasons did they give for refusing to take said title?

A. Yes, the vendees or purchasers did refuse to accept title to this real estate because during the examination of the title to the farm, their attorney discovered the mortgage heretofore referred to from Charles I. B. Mitchell to B. Palmer Keating and Wilmer Emory bearing date the 5th day of October 1891 and recorded in W.D. No. 6, Folio 320, to be unreleased of record, thereby constituting a cloud on this title.

Q. Did you make an examination of the land records of Queen Anne's County to determine whether or not this mortgage was in fact unreleased of record?

A. Yes, several times, the last of which was this morning and I find that this mortgage is unreleased of record.

Q. Did you also make an investigation concerning the mortgagees named in this mortgage? If so, what did your investigation disclose?

A. Yes, I did make an investigation concerning the mortgagees named in this mortgage. My investigation disclosed that B. Palmer Keating had died many years age in Pennsylvania and Wilmer Emory also has been dead for many years, having died in the city of Baltimore. B. Palmer Keating's estate, it was discovered, was administered upon in Pennsylvania and, according to his son, Winder G. Keating, who administered upon his father's estate, no reference to the existence of this mortgage appeared in the inventory of the assets of his father's estate, and according to a letter from the said Winder G. Keating to B. Hackett Turner, Jr., dated August 19, 1957, letter being filed in these proceedings as Plaintiff's Exhibit No. 6 with the Bill of Complaint, Mr. Keating said, among other things, "that as far as I am concerned, I am confident the mortgage must have been discharged." He also stated that when his father died there were two other children besides himself - his older brother, Palmer, and an older sister, Eleanor. Both of these are now deceased and left no issue. "I believe, therefore, I would be considered the sole remaining heir in my father's estate." Mr. B. Palmer Keating died on or about October 19,1925.

We determined that Wilmve Emory, the other mortgagee, died in the city of Baltimore on October 4, 1913, leaving surviving him as his only heirs, his daughters, Ida Emory Hurst and Margaret Emory Bridgman, and furthermore that no executor or administrator his ever been appointed for the estate of the late Wilmer Emory. Ida Emory Hurst and Margaret Emory Bridgman were served personally in Baltimore, failed to appear in person or by solicitor, to file an ansewe or other appropriate pleading, and a decree pro confesso was taken against them. An Order of Publication was issued against Winder G. Keating, and after appropriate period of time had passed, a decree pro confesso was taken against him and also against the unknown heirs of B. Palmer Keating, the unknown heirs of Wilmer Emory, the unknown executor or administrator of Wilmer Emory, the unknown executor or administrator of B. Palmer Keating, and all other persons and heirs, executors and administrators or assigns who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lein or encumbrance mentioned in these proceedings.

Q. Did you, as counsel for Mr. Isaac E. Dolby, draft the last Will and Testament herein filed as Plaintiff's Exhibit No. 4?

A. Yes, I did.

Q. In the preparation and consultation regarding this last Will and Testament, did Isaac E. Dolby make any reference to any encumbrances on any of his real estate or references to any outstanding obligations?

A. During my consultations with Mr. Dolby which led up to the preparation and execution of his last Will and Testament, and several times after his Will was executed and before his death, Mr. Dolby told me that he did not owe a person in the world except the current monthly matters which were incurred for his heating, lighting, and food, and never made any reference of the existence of any encumbrances on any of his real estate. I am sure he had no knowledge of the existence of any outstanding instruments on his property.

The second witness, having been duly sworn, deposes and says:

Q. Please state your name, age, occupation, and place of residence.

A. My name is Mary Virginia Hunter. I am 28. I am a waitress in a restaurant and I live in Centreville, Maryland.

Q. You are one of the granddaughters of the late Isaac E. Dolby, are you not?

A. Yes, I am.

Q. When did your grandfather die?

A. April 1st, 1957.

Q. At the time of his death was he, or not, the owner of a farm located in the Sixth Election District known as the "Swan Farm" described fully in these proceedings?

A. Yes, he was.

Q. When did your grandfather acquire this farm?

A. He acquired it in 1903.

Q. Did your grandfather, to your knowledge, know at any time after he purchased this farm in 1903 that a mortgage had been placed on the property by a predecessor in title in 1891?

A. I lived with my grandfather for the last 18 years of his life in the same house with him and know something of his business affairs, and I am sure that he had no knowledge, nor was any claim ever made, or even the fact brought to his attention that there was such an unreleased mortgage on this property. I am confident that my grandfather owed no one except his current monthly accounts, which he took care of as they came due.

Q. Did you ever hear your grandfather mention the names, B. Palmer Keating or Wilmer B. Emory in connection with the "Swan Farm".

A. No, I never heard him speak of them.

Q. Did you ever hear your grandfather mention the names, Ida Emory Hurst, Margaret Emory Bridgman, or Winder G. Keating in connection with the "Swan Farm"?

A. No, I did not.

The third witness, having been duly sworn, deposes and says:

Q. Would you state your name, age, occupation, and place of residence?

A. My name is Helen Kemp, age is 38, occupation is housewife, and residence is Church Hill.

Q. You are one of the granddaughters of the late Isaac E. Dolby, are you not?

A. Yes sir.

Q. When did your grandfather die?

A. April 1, 1957.

Q. At the time of his death was he, or not, the owner of a farm located in the Sixth Election District known as the "Swan Farm" described fully in these proceedings?

A. Yes, he was.

Q. When did your grandfather acquire this farm?

A. He acquired the farm in 1903.

Q. Did your grandfather know at any time after he purchased this farm in 1903 that a mortgage had been placed on the property by a predecessor in title in 1891?

A. Of course, I was not born until 1919 but I can state that as long as I have been an adult I can say that I never heard my grandfather mention that anyone who owned this farm before him had ever placed a mortgage on it, and I can say it is my opinion that my grandfather did not owe anybody anything, and I am sure that he did not have any knowledge that anybody that owned this farm before him had placed a mortgage on it which appears unreleased on the records.

Q. Did you ever hear your grandfather mention the names, B. Palmer Keating or Wilmer B. Emory in connection with the "Swan Farm"?

A. No, I didn't.

Q. Did you ever hear your grandfather mention the names, Ida Emory Hurst, Margaret Emory Bridgman, or Winder G. Keating in connection with the "Swan Farm"?

A. No, I didn't.

The fourth witness, having been duly sworn, deposes and says:

Q. Would you state your name, age, occupation, and residence?

A. My name is L. Herman Meredith, age is 77, residence, Centreville, Maryland. I am a retired insurance agent.

Q. During what years were you an active insurance agent in this area?

A. In my own name I started in 1913 and was active until about four years ago.

Q. Did you write fire insurance on a farm known as the "Swan Farm" in the Sixth Election District of Queen Anne's County owned by Isaac E. Dolby?

A. Yes, I did. That property was on the Gibson records when I took the business over. It has been on my records continuously since that time.

Q. Are your records of your insurance business still available to you?

A. Actually a lot of those records were destroyed even before I sold the business.

Q. From your recollection, was there ever a mortgagee clause placed on the fire insurance policies issued to Mr. Dolby for the "Swan Farm"?

A. I have no recollection of any mortgage clause ever being on it.

Q. Was it not a business practice of yours to inquire of your assured if a mortgage was outstanding on the property being insured?

A. Yes, it was.

Q. During any of these years that you insured the "Swan Farm" for Mr. Dolby, did anyone contact you and request that you place a mortgage clause on this policy?

A. I have no recollection of anybody making any such request.

Q. What was your experience over the years with Mr. Dolby keeping his accounts payable?

A. He was always ready to pay his bills and it was a pleasure to do business with a gent of that kind, and paid promptly.

There being no further witnesses to be examined, the Examiner herewith makes his return to the depositions of the respective witnesses and the costs chargeable to the plaintiff as follows to wit: Depositions were commenced at 2:00 o'clock P.M. and were completed at 3:15 o'clock P.M.

Vachel A. Downes, Jr., Examiner	$ 10.00
Dolly Price Benton, Stenographer	$ 15.00

All witnesses waive fees.

Respectfully submitted

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Standing Examiner

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Jan. 27, 1958

EDWARD TURNER, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland,

PLAINTIFF

vs.

IDA EMORY HURST, 4601 Wilmslow Road, Baltimore, Maryland;

MARGARET EMORY BRIDGMAN, 4427 Wickford Road, Baltimore, Maryland;

WINDER G. KEATING, College Avenue, Haverford, Pennsylvania;

AND

The unknown heirs of Wilmer Emory, deceased;

AND

The unknown heirs of B. Palmer Keating, deceased;

AND

The unknown executor or administrator of Wilmer Emory, deceasd;

AND

The unknown executor or administrator of B. Palmer Keating, deceased, and

all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

In The Circuit Court in
Queen Anne's County
In Equity
No. 4150

ORDER OF PUBLICATION

The object of this Bill is to procure a decree that the late Isaac E. Dolby and through him his estate has absolute ownership and right of disposition of the land mentioned in these proceedings and to procure an injunction enjoining and restraining Ida Emory Hurst; Margaret Emory Bridgman; Winder G. Keating; the unknown heirs of Wilmer Emory, deceased; the unknown heirs of B. Palmer Keating, deceased; the unknown executor or administrator of Wilmer Emory, deceased; the unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors and administrators, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings from asserting any claim to the real estate mentioned in these proceedings and for general relief.

The Bill recites:

1. That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 131 A, (1957 Supplement) as amended by Chapter 399, Section 8, of the Acts of 1957.

2. That the late Isaac E. Dolby was in peaceable possession of real estate in Queen Anne's County at the time of his death which he had acquired by deed dated July 15, 1903, from H. B. W. Mitchell and M. Ella Mitchell. That said deed is recorded among the land records of Queen Anne's County in Liber J. E. G. No. 5, folio 270, etc., a certified copy of which deed is filed herewith marked "Plaintiff's Exhibit No. 1."

That the said land is described as follows:

ALL that piece, parcel, tract or part of a tract of land situate in the Sixth Election District of Queen Ann's County, State of Maryland, which may be described as all that part of the farm known as "The Swan Farm" which is contained within the following metes and bounds, courses and distances, to wit: Beginning at a point in the new road, leading from the Centreville-Halls Cross Roads road to the Halls Cross Roads-Ruthsburg road, opposite the divisional fence between this land and the land of Mrs. Margaret W. Wright and running thence south forty-three and one-half degrees west, two hundred and forty-four perches; thence south thirty-nine and one-half degrees east, one hundred and sixty-nine and eight-tenths perches to intersect the line of the tract called "Bromley"; thence with line south eighty-seven and one-half degrees east, fifty-two perches to a stone; thence north eighty-seven and one-half degrees east, ninety-six and eight-tenths perches; thence north sixty-two degrees east, fourteen and four-tenths perches to the road from Ruthsburg to Halls Cross Roads; thence with said road north eleven and one-quarter degrees west, two hundred and sixty-six and five-tenths perches to the said new road; thence with the new road north fifty-two and one-half degrees west, sixty-two and twenty-six one hundredths perches to said beginning, containing three hundred and twenty acres three roods and thirty-four perches of land, more or less.

3. That on October 5, 1891, Charles I. B. Mitchell, a predecessor in title of the real estate described herein, executed a mortgage in the amount of $1,200.00 to B. Palmer Keating and Wilmer Emory, which mortgage is recorded among the land records of Queen Anne's County in Liber W. D., No. 6, folio 320; that a certified copy of said mortgage is filed herewith marked "Plaintiff's Exhibit No. "."

4. That Isaac E. Dolby died in Queen Anne's County on the first day of April, 1957, and Letters Testamentary on his estate were granted to Edward Turner on April 9, 1957, by the Orphans' Court of Queen Anne's County. That a certified copy of said Letters Testamentary and the Will of the late Isaac E. Dolby are filed herewith marked "Plaintiff's Exhibits Nos. 3 and 4."

5. That on the 28th day of June, 1957, Edward Turner, Executor of the estate of Isaac E. Dolby, deceased, entered into a contract to sell to E. Trippe Callahan and Sarah Pauline Callahan, his wife, the real estate described in these proceedings. That a conformed copy of said agreement is filed herewith marked "Plaintiff's Exhibit No. 5."

6. That after the execution of the aforesaid contract dated on the 28th day of June, 1957, the purchasers refused to take title to said real estate because during the course of the examination of the title to the land sold under said agreement, their attorney discovered that the mortgage from Charles I. B. Mitchell to B. Palmer Keating and Wilmer Emory, dated on the aforesaid October 5, 1891, and recorded in Liber W. D. No. 6, at folio 320, was unreleased of record.

7. That Wilmer Emory, one of the mortgagees in the aforesaid instrument, late of Queen Anne's County, died in the City of Baltimore on October 4, 1913, leaving surviving him as his only heirs, his daughters, Ida Emory Hurst and Margaret Emory Bridgman, who live respectively at 4601 Wilmslow Road, and 4427 Wickford Road, in the City of Baltimore. That no executor or administrator has been appointed for the estate of Wilmer Emory.

8. That B. Palmer Keating, one of the mortgagees in the aforesaid instrument, late of Queen Anne's County, died at Scranton, Lackawanna County, Pennsylvania,

on or about October 19, 1925, leaving surviving him two sons, Winder G. Keating and Palmer Keating, and a daughter, Eleanor Keating. That Palmer Keating and Eleanor Keating are now deceased, having died without leaving issue surviving them.

That Winder G. Keating has written to B. Hackett Turner, Jr., that he is confident that the mortgage referred to in these proceedings has been discharged. That a conformed copy of the letter from Mr. Winder G. Keating, which is dated August 19, 1957, is filed herewith marked "Plaintiff's Exhibit No. 6."

9. That Ida Emory Hurst and Margaret Emory Bridgman, the daughters and only heirs at law of the late Wilmer Emory have refused to execute a release of the aforesaid mortgage dated October 5, 1891, and recorded as aforesaid, and the said mortgage constitutes a cloud on the title to the said real estate.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of October, 1957, that the Plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 23rd day of November, 1957, shall give notice to the Respondent, Winder G. Keating, who is a non-resident of the State of Maryland: the unknown heirs of Wilmer Emory, deceased; the unknown heirs of B. Palmer Keating, deceased: the unknown executor or administrator of Wilmer Emory, deceased; and the unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings; of the substance and object of the Bill of Complaint and to appear in the Circuit Court for Queen Anne's County on or before the 9th day of December, 1957, and file their answer or other defense in the Clerk's Office of said Court, at Centreville, Maryland, within fifteen (15) days thereafter; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff.

T. SORDEN PIPPIN, Clerk

Filed October 22, 1957
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 27, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the estate of Edward Turner, Executro of the estate of Isaac E. Dolby, Deceased Vs. Ida Emory Hurst, et al, cause No. 4150 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 4 successive weeks before the 23rd day of November, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24 day of October 1957, and the last insertion on the 14th day of November, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

DECREE

Filed Jan. 27, 1958

EDWARD TURNER, Executor of the estate of Isaac E. Dolby, late of Queen Anne's County, Centreville, Maryland, PLAINTIFF	:	IN THE
vs.	:	CIRCUIT COURT
IDA EMORY HURST 4601 Wilmslow Road, Baltimore, Maryland; MARGARET EMORY BRIDGMAN 4427 Wickford Road, Baltimore, Maryland; WINDER G. KEATING College Avenue, Haverford, Pennsylvania: AND The unknown heirs of Wilmer Emory, deceased; AND The unknown heirs of B. Palmer Keating, deceased; AND The unknown executor or administrator of Wilmer Emory, deceased; AND The unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceed-	:	IN QUEEN ANNE'S COUNTY IN EQUITY No. 4150

ings, or who could claim to hold a lien or :
encumbrance on the real estate mentioned in
these proceedings.
RESPONDENTS. :

: : : : :

DECREE

The above cause standing ready for hearing and being submitted, the Bill of Complaint, testimony, and all the other proceedings were, by the Court, read and considered;

IT IS THEREUPON, this 27th day of January, in the year nineteen hundreed fifty-eight, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED, AND DECREED that:

(1) The late Isaac E. Dolby and through him, his estate has absolute ownership and right of disposition of the real estate in Queen Anne's County, mentioned in these proceedings, and more particularly described in the deed filed with the Bill of Complaint as "Plaintiff's Exhibit No. 1", which deed is dated July 15, 1903, from H. B. W. Mitchell and M. Ella Mitchell, to Isaac E. Dolby, and recorded among the land records of Queen Anne's County in Liber J. E. G. No. 5, folio 270, etc.

(2) Ida Emory Hurst, Margaret Emory Bridgman, Winder G. Keating, the unknown heirs of Wilmer Emory, deceased, the unknown heirs of B. Palmer Keating, deceased, the unknown executor or administrator of Wilmer Emory, deceased, the unknown executor or administrator of B. Palmer Keating, deceased, and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, be enjoined and restrained from asserting any claim to the aforesaid real estate, by an action at law or otherwise.

EDWARD D. E. ROLLINS
JUDGE

Filed Jan. 27, 1958

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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this second day of December in the year nineteen hundred and fifty-four, the following Bill of Complaint was filed for record, to wit:

CLIFTON L. DeBAUGH and ROSABELLE DeBAUGH, His Wife Stevensville, Maryland Complainants	:	
vs.	:	IN THE
RAYMOND DeBAUGH and JEAN DeBAUGH, His Wife 605 Hind Drive Anna Hind Honolulu, Hawaii	:	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
ZASU ROMMEL and CHARLES ROMMEL, Her Husband 2704 Christopher Avenue Baltimore, Maryland	:	IN EQUITY No. 3967
FLORENCE LARKINS and ALBERT LARKINS, Her Husband Providence Towson, Maryland Defendants	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, Complaining, say:

1. That Jesse L. DeBaugh departed this life on the 16th day of ~~September~~ November, 1953, seized and possessed, in fee simple, of certain real estate conveyed unto him by the Queen Anne Holding Company, by deed dated the 4th day of May, 1951, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 3, Folio 23, a certified copy of which is filed herewith as a part hereof and marked "Exhibit A" wherein said real estate is described as follows, to wit:

ALL that lot or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and designated as Lot No. 19, Section E, as shown on the first section of the plat of "Kent Island Estates" which is recorded among the land records of Queen Anne's County in Liber N.B.W. No. 4, folio 20.

2. That said Jesse L. DeBaugh, by his Last Will and Testament dated May 19, 1953, and duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will records of said county in Liber E.E.C. No. 1, Folio 291,*did will said real estate of which he so died seized and possessed, unto his children, viz: Zasu Rommel, Florence Larkins, Clifton L. DeBaugh, and Raymond DeBaugh, all of whom are of age.

3. That Letters Testamentary were granted unto Maurice B. Parks by the Orphans' Court of Queen Anne's County on December 1, 1953, as will more fully appear by the certificate of the Register of Wills of said county which is filed herewith, as a part hereof, and marked "Exhibit C".

* A certified copy of which is filed herewith as a part hereof and marked"Exhibit "B".

4. That said Jesse L. DeBaugh left a small personal estate, but it is unknown at this time whether it will be sufficient to discharge all his just debts, the costs of administering said estate and the funeral expenses of said decedant.

5. That said Clifton L. DeBaugh is married to Rosabelle DeBaugh and they reside at Stevensville, Maryland; that Raymond DeBaugh is married to Jean DeBaugh, and they reside at 605 Hind Drive, Anna Hind, Honolulu, Hawaii; that Zasu Rommel is married to Charles Rommel and they reside at 2704 Christopher Avenue, Baltimore, Maryland; and that Florence Larkins is married to Albert Larkins, and they reside at Providence, Towson, Maryland; and that all of said spouses are of age.

6. That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties, according to their several interests.

TO THE END, THEREFORE:

(1) That a decree may be passed for the sale of said real estate.

(2) That a Trustee or Trustees may be appointed to carry out said sale.

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

MAY IT PLEASE your Honors to grant unto your Orators the Order of Publication directed to all of the defendants in this cause who are non-residents of the State of Maryland, giving them notice to be and appear in this Court either in person or by solicitor, on or before a day certain to be named therein, to show cause, if any they have, why a decree should not be passed as prayed.

AND AS IN DUTY BOUND, Etc.

CLAYTON C. CARTER
Solicitor For Complainants

Filed Dec. 2, 1954

COMPLAINANT'S EXHIBIT "A"

Filed Dec. 2, 1954

::::::::::::::::::::::::::::::::::::::
#20,846. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on this Twenty Fifth day of September, in the year nineteen hundred and fifty one, the following Deed was brought to be recorded, to wit:-

This Deed, Made this 13th day of July, in the year one thousand nine hundred and fifty-one, by and between George W. Adkins and Jennie R. Adkins, his wife, of Kent County in the State of Maryland, of the first part, and Julian E. Leager, Single, of the County and State aforesaid, of the second part.

Witnesseth, that in consideration of the sum of Five ($5.00) Dollars, and other good and valuable considerations, the receipt in full whereof is hereby acknowledged, the said George W. Adkins and Jennie R. Adkins, his wife, do grant and convey unto the said Julian E. Leager, his heirs and assigns, in fee simple, for the purpose of immediate reconveyance to the aforesaid George W. Adkins and Jennie R. Adkins, his wife, as tenants by the entireties, the following described property:

All that lot or parcel 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:

Being a lot of land, situated, lying and being in the First Election District of Queen Anne's County, State of Maryland, known as "The Marsh Chester Farm", as a part of the Trimble and Bottomley Tracts as part and a part of "Besthbey's Fortune" (50 acres) as a part (S.C.D. #7, Folio 562, being surveyed as a whole and more particularly described as follows:

Beginning for the same at a point in the center of the Millington-Pearons Corner Public Road where the boundary line of the Harvey Jackson lands and these lands intersect center line of said Public Road, and running

(1) Thence by and with the said Harvey Jackson lands the six following courses and distances

South 01 deg. 36 min. east 1466.00 feet to a stone
South 62 deg. 26 min. east 2003.30 feet to a stone by an old Chestnut snag
South 37 deg. 41 min. east 723.30 feet to a stone set by a persimon tree
South 04 deg. 34 min. west 584.60 feet to a stone
South 12 deg. 14 min. east 288.00 feet to a stone
South 12 deg. 44 min. east 581.80 feet to a stone set in the line of lands of Clarence Solloway

(2) Thence by and with the lands of the said Clarence Solloway
South 74 deg. 20 min. west 867.30 feet to the center of a public road (This line being marked by a stone set on the easterly side of the aforesaid mentioned public road)

(3) Thence by and with the line of lands of J. Rebnam, the three following courses and distances, said lines being now marked by an ancient wire fence.

South 82 deg. 40 min. west 759.40 feet to a black oak tree
North 21 deg. 10 min. west 343.00 feet to a point in pond
South 63 deg. 39 min. west 2977.10 feet to a point where a stone is to be place and to the line of lands of another farm of the Bigg's Estate.

(4) Thence by and with the division line of these lands and those of the above mentioned Biggs Farm the three following courses and distances:

North 28 deg. 40 min. west 2068.80 feet to the center of the Stevens School House Public Road
South 58 deg. 57 min. west 135.50 feet along the center of said road North 31 deg. 01 min. west 1056.10 feet to a corner of the Biggs Estate lands

(5) Thence continuing with the said Biggs Estate land

North 58 deg. 34 min. east 2147.50 feet to a point in the center of the Anderson Corner Public Road

(6) Thence by and with the center line of the above mentioned Anderson Corner Road, the four following courses and distances

North 47 deg. 00 min. west 160.00 feet to a point
North 29 deg. 15 min. west 221.60 feet to a point
North 00 deg. 39 min. west 909.60 feet to a point
North 01 deg. 18 min. west 1142.60 feet to the point of intersection of the center lines of the above mentioned road and The Millington-Pearson Corner Public Road

(7) Thence by and with the center line of the aforesaid Pearson Corner Road the three following courses and distances

East 635.90 feet to a point
South 78 deg. 30 min. east 1419.40 feet to a point
South 69 deg. 40 min. east 36.30 feet to the point of beginning,
containing 448.429 acres of land, more or less.

Survey March 1946 by J. B. Metcalfe, Surveyor.

Being the same property which was conveyed to George W. Adkins by Rachael Biggs Meyeringh and Petrus Meyeringh, her husband, by deed dated the 30th day of March, 1946, and recorded among the Land Records of Queen Anne's County aforesaid in Liber A. S. G. Jr., No. 13, folio 412, etc.

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Julian E. Leager, Single, his heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they haave not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors:

TEST:

CHARLES PRESTON ADKINS

GEORGE W. ADKINS (SEAL)
(George W. Adkins)

JENNIE R. ADKINS (SEAL)
(Jennie R. Adkins)

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, That on this 13th day of July, in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, personally appeared George W. Adkins and Jennie R. Adkins, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal:

C. M. MELVIN, JR.
Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 3, folios 23 etc., a Land Record Book for Queen Anne's County.

Place of SEAL.

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 December in the year nineteen hundred and fifty-four.

T. SORDEN PIPPIN
Clerk

Filed Dec. 2, 1954

"COMPLAINANT'S EXHIBIT B"

Filed Dec. 2, 1954

LAST WILL AND TESTAMENT OF JESSE L. DeBAUGH

Stevensville, Md.
May 19, 1953

I, JESSE L. DeBAUGH, being in sound mind, do hereby will and bequeath everything I own to be equally divided between my children; Zasu Rommel, Florence Larkins, Clifton L. DeBaugh and Raymond DeBaugh, with the exception of my seventeen (17) shares of Pennsylvania Water Power Co. Common Stock, that to go to my grandson, Charles Ward Rommel, Jr., to be sold and the money to be used for his education only.

I further request that Morris Parks be named Administrator of my estate and that he see that everything be divided equally and as above stated.

SIGNED: Jesse L DeBaugh
Jesse L. DeBaugh
Stevensville, Md.

WITNESSES:

George C. Tagg — Grasonville, Md.

Velma K. Hurley — Grasonville, Md.

C. E. Hurley — Grasonville, Md.

On this 29 day of May 1953 Before me, the subscriber, a Notary Public of the State of Md residing at Stevensville, personally appeared the above named Jesse L. Debaugh mades oath in due form of Law that the matters and things set forth in the aforegoing statement are within his personal knowledge and are true as therein set forth.

Ida G. Denny
Notary Public

Place of SEAL

Date commission Expires May 5, 1953

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

On the 24th day of November A.D., 1953, came Maurice B. Parks, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of JESSE L. DeBAUGH, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from Zasu Rommel, daughter of the Testator on or about the 21st day of November A.D., 1953.

Sworn before

Edward E. Coursey
Register of Wills of Queen Anne's County, Md.

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

On the 27th day of November 1953, came Velma K. Hurley and C. E. Hurley of Grasonville, Maryland, two of the subscribing witnesses to the aforegoing last Will and Testament of JESSE L. DeBAUGH, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with each other and George C. Tagg 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:

Edward E. Coursey
Register of Wills of Queen Anne's County, Md.

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

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of JESSE L. DeBAUGH, 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 1st day of December, A.D., 1953, that the same be admitted in this Court as the true and genuine last Will and Testament of the said JESSE L. DeBAUGH, deceased.

Edgar L. Lane

Richard B. C. Davidson

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

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of last Will and Testament of JESSE L. DeBAUGH, late of Queen Anne's County, deceased, as filed and passed in this office on December 1, 1953 and recorded in Liber E.E.C. No. 1 Folio 291 in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 2nd day of December 1954.

Place of SEAL.

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

Filed Dec. 2, 1954

"COMPLAINANT'S EXHIBIT C"

Filed Dec. 2, 1954

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, SCT:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS TESTAMENTARY of all the goods, chattels, credits and personal estate of JESSE L. DeBAUGH, late of Queen Anne's County, deceased, were on the 1st day of December in the year of our Lord one thousand nine hundred and fifty-three granted and committed unto Maurice B. Parks the Executor by the Last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 2nd day of December in the year of our Lord, nineteen hundred and fifty-four.

Place of SEAL.

Test:

EDWARD E. COURSEY
Register of Wills for Queen Anne's County

Filed Dec. 2, 1954

ORDER OF PUBLICATION

Filed Dec. 2, 1954

ORDER OF PUBLICATION

CLIFTON L. DeBAUGH and ROSABELLE DeBAUGH, His Wife Stevensville, Maryland Complainants	:	IN THE
Vs.	:	CIRCUIT COURT
RAYMOND DeBAUGH and JEAN DeBAUGH, His Wife 605 Hind Drive Anna Hind Honolulu, Hawaii	:	FOR QUEEN ANNE'S COUNTY
ZASU ROMMEL and CHARLES ROMMEL, Her Husband 2704 Christopher Avenue Baltimore, Maryland	:	IN EQUITY No. 3967
FLORENCE LARKINS and ALBERT LARKINS, Her Husband Providence Towson, Maryland Defendants	:	

The object of this proceeding is to obtain a partition of the property described as follows:

> ALL that lot or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and designated as Lot No. 19, Section E, as shown on the First Section of the plat of "Kent Island Estates" which is recorded among the land records of Queen Anne's County in Liber N.B.W. No. 4, Folio 20.

Being the same lot or parcel of land conveyed unto Jesse L. DeBaugh, by deed from The Queen Anne Holding Company, dated the 4th day of May, 1951, and recorded among the Land Records aforesaid in Liber T.S.P. No. 3, Folio 23.

The Bill states that Jessie L. DeBaugh departed this life on the 16th day of September, 1953, seized and possessed in fee simple of said real estate, and by his Last Will and Testament dated May 19, 1953, duly admitted to probate in the Orphans' C ourt of Queen Anne's County and recorded among the Will records of said county in Liber E.E.C. No. 1, Folio 291, did Will said real estate unto his children, viz: Clifton L. DeBaugh, Raymond DeBaugh, Zasu Rommel and Florence Larkins, all of whom are of age.

That Letters Testamentary were granted unto Maurice B. Parks by the Orphans' Court of Queen Anne's County on December 1, 1953.

That said Jesse L. DeBaugh left a small personal estate, but it is unknown at this time whether it will be sufficient to discharge all his just debts, costs of administering said estate and the funeral expenses of said decedant.

That said Clifton L. DeBaugh is married to Rosabelle DeBaugh and they re-

side at Stevensville, Maryland; that Raymond DeBaugh is married to Jean DeBaugh, and they reside at 605 Hind Drive, Anna Hind, Honolulu, Hawaii; that Zasu Rommel is married to Charles Rommel and they reside at 2704 Christopher Avenue, Baltimore, Maryland; and that Florence Larkins is married to Albert Larkins, and they reside at Providence, Towson, Maryland; and that all of said spouses are of age.

That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties, according to their several interests.

The Bill prays that a decree may be passed for the sale of said real estate; that a Trustee or Trustees may be appointed to carry out said sale; and that said Complainants may have such other and further relief as their case may require.

It is thereupon ordered by the Circuit Court of Queen Anne's County this 2nd day of December, 1954, that the Complainants by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 7th day of January, 1955, give notice to the said Defendants, Raymond DeBaugh and Jean DeBaugh, his wife, non-residents of the State of Maryland, of the object and substance of this Bill of Complaint, warning them to be and appear in this Court in person or by solicitor on or before the 24th day of January, 1955, to show cause, if any they may have, why a decree should not be passed as prayed.

T. SORDEN PIPPIN
Clerk of Circuit Court for
Queen Anne's County

Filed Dec. 2, 1954

SUBPOENA

Filed Dec. 10, 1954

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Florence Larkins and Albert Larkins, her husband
Providence
Towson, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Clifton L. DeBaugh and Rosabelle DeBaugh, his wife, Stevensville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st day of November, 1954.

Issued the 2 day of December, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Clayton C. Carter

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

Received 12-4-1954 at 9 A.M.
forthwith delivered to Sheriff
of Baltimore County
George L. Byerly, Clerk
Sd.
Florence & Albert Larkins
12-8-54

Sheriff's Return

Summoned Florence Larkins and Albert Larkins and a copy of Subpoena, Bill of Complaint served in and left with each of them this 8th day of December 1954

GILBERT G. MILLER
SHERIFF

Costs
$1.90

CERTIFICATE OF
PERSONAL SERVICE

Filed Dec. 17, 1954

CLIFTON DeBAUGH, et. al.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	
RAYMOND DeBAUGH, et.al.	:	IN EQUITY NO. 3967
	:	

TERRITORY OF HAWAII

To Wit:

COUNTY OF HONOLULU

I HEREBY CERTIFY that on this 8th. day of December, 1954, before me, the subscriber, a Notary Public of the Territory of Hawaii, in and for the County of Honolulu, personally appeared --------LESLIE PA ---- Deputy, Sheriff of Honolulu County, who, after being duly sworn, made oath in due form of law as follows, and hereunto subscribed his name to said oath:

"I, LESLIE PA Deputy , Sheriff of Honolulu County, Territory of Hawaii, hereby declare and swear that on the 6th. day of December, 1954, I received true copies of the Order of Publication in the case of Clifton L. DeBaugh et.al. vs. Raymond DeBaugh, et.al., in the Circuit Court for Queen Anne's County, In Equity, and that I took said copies of the Order of Publication and upon the 7th. day of December, 1954, in the County of Honolulu, Territory of Hawaii, I duly served the same upon Raymond DeBaugh and Jean DeBaugh, his wife, by leaving copies of the same with each of them."

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my Notarial seal.

Notary Public Seal

ERNEST M. CALLAHAN
Notary Public, First Judicial Circuit, Territory of Hawaii.
My commission expires 10/31/55.

LESLIE PA
Deputy Sheriff of Honolulu County

Filed Dec. 17, 1954

SUBPOENA

Filed Dec. 30, 1954

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Zasu Rommel and Charles Rommel, her husband
2704 Christopher Avenue
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Clifton L. DeBaugh and Rosabelle DeBaugh, his wife, Stevensville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st day of November, 1954.

Issued the 2 day of December, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Clayton C. Carter

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing Subpoena, are the following endorsements, to wit:

RECEIVED
SHERIFF'S OFFICE

Dec 4 10:45 AM '54

BALTIMORE CITY, MD.

Summoned Zasu Rommel and Charles Rommel and a Copy of the Process with a Copy of the Bill of Complaint left with each Defendant on the 28th day of December 1954 in the presence of Frank Kankosky.

Fees $4.70

JOSEPH C. DEEGAN
Sheriff

ANSWER

Filed Jan. 4, 1955

CLIFTON L. DeBAUGH and ROSABELLE DeBAUGH, his wife, Stevensville, Maryland, Complainants,	:	
versus	:	IN THE
RAYMOND DeBAUGH and JEAN DeBAUGH, his wife, 605 Hind Drive Anna Hind Honolulu, Hawaii,	:	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,
ZAZU ROMMEL and CHARLES ROMMEL, her husband, 2704 Christopher Avenue, Baltimore, Maryland.	:	IN EQUITY. No. 3967
FLORENCE LARKINS and ALBERT LARKINS, her husband, Providence, Towson, Maryland, Defendants.	:	

- - - - - - - - - - - -

A N S W E R

TO THE HONORABLE, the Judges of said Court:

THE Respondents, Raymond DeBaugh and Jean DeBaugh, his wife, ZaZu Rommel and Charles Rommel, her husband, and Florence Larkins and Albert Larkins, her husband, by Thomas J. Keating, Jr., their Attorney, answering the Bill of Complaint heretofore filed against them in this Cause, respectfully set forth:

(1) THAT your Respondents admit the allegations contained in Paragraph 1 of the Bill of Complaint.

(2) THAT your Respondents admit the allegations contained in Paragraph 2 of the Bill of Complaint.

(3) THAT your Respondents admit the allegations of Paragraph 3 of the Bill of Complaint.

(4) THAT your Respondents neither admit nor deny the allegations of Paragraph 4 of the Bill of Complaint as they have not sufficient information in respect thereto, but they believe that the personal estate of Jessie L. DeBaugh will be sufficient to discharge his debts, funeral expenses, and costs of Administration.

(5) THAT your Respondents admit the allegations of Paragraph 5 of the Bill of Complaint.

(6) THAT your Respondents admit the allegations of Paragraph 6 of the Bill of Complaint and submit their rights to the protection of this Honorable Court and consent that a Decree be passed for the sale of the real estate as prayed; and your Respondents further request that in appointing a Trustee to make the sale, this Honorable Court appoint someone to represent the interests of the Defendants.

AND having fully answered said Bill of Complaint, your Respondents pray to be dismissed hence with their costs.

THOS J KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY FOR RESPONDENTS.

THIS IS TO CERTIFY that a copy of the above Answer was served upon Clayton C. Carter, Attorney for Plaintiff, by leaving same at his office in Lawyers' Row, in Centreville, Queen Anne's County, Maryland, on the 4th day of January, 1955.

THOS J KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY FOR RESPONDENTS.

Filed Jan. 4, 1955

REPORT OF EXAMINERS & DEPOSITIONS

FILED March 22, 1955

Clifton L. DeBaugh et al., IN THE CIRCUIT COURT FOR QUEEN

VS. ANNE'S COUNTY, IN EQUITY.

Raymond DeBaugh et al. Cause No. 3967.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned examiner at the request of Mr. Clayton Carter and Thomas J. Keating, Jr. representing the parties to this cause, I went to the office of Clayton Carter on Monday, March 14th., 1955 at or about 1.30 P.M. and took the depositions of of Mr. Clifton L. DeBaugh and Mr. Claude Lowery, the stenographer, Miss Betty Brown and the witnesses first having been sworn, said depositions are hereto attached; then on Tuesday about 9.30 A.M. I went to the office of Thomas J. Keating, Jr., in Centreville, March 15th. and took the depositoon of Mr. Lindsey, on both occassions both attorneys were present.

Witness fees (two)	$1.50	
Miss Betty Brown, Stenographer	5.00	
Richard T. Earle, Examiner ----	10.00	$16.50

Respectfully submitted,

RICHARD T. EARLE
one of regular examiners.

Filed March 22, 1955

CLIFTON L. DeBAUGH and ROSABELLE DeBAUGH, his wife, Stevensville, Maryland, Complainants,	
vs.	IN THE
RAYMOND DeBAUGH and JEAN DeBAUGH, his wife, 605 Hind Drive Anna Hind Honolulu, Hawaii,	CIRCUIT COURT FOR
ZASU ROMMEL and CHARLES ROMMEL, her husband, 2704 Christopher Avenue Baltimore, Maryland,	QUEEN ANNE'S COUNTY IN EQUITY
FLORENCE LARKINS and ALBERT LARKINS, her husband, Providence, Towson, Maryland, Defendants.	No. 3967

It was stipulated and agreed between the Solicitors for the Complainants and Defendants to waive the Notice of taking of the testimony in the above entitled case before Richard T. Earle, Examiner, in the office of Clayton C. Carter, Esq., at 1:30 p.m., Monday, March 14, 1955, and it was further stipulated and agreed between counsel to waive the signing of the depositions by the witnesses.

First witness being produced on behalf of the Complainants having been duly sworn did depose and say:

Examination by Mr. Carter:

Q. Mr. DeBaugh, state your name and address?

A. Clifton L. DeBaugh, Stevensville, Maryland, Kent Island Estates.

Q. Did you know the late Jesse L. DeBaugh and if so what relation, if any, were you to him?

A. I knew him - he was my father.

Q. What was the date of your father's death?

A. In November - I don't know just what date that was.

Q. I hand you this Bill of Complaint and ask you to glance over it and see if that will refresh your recollection?

A. It was in November - November 16th and I believe that the Bill of Complaint is in error as to the date of death.

Q. Mr. DeBaugh did you father leave a Will when he died?

A. Yes.

Q. Where was your father residing at the time of his death?

A. Kent Island Estates. He was in Fort Howard Hospital when he died. He was living here and went to Baltimore two or three weeks before he went to the hospital.

Q. In what County was the Will probated?

A. I don't know.

Q. Do you know who the Executor is?

A. Yes he wanted to read it over the telephone to me.

Q. Mr. DeBaugh you know where the estate is being administered.

A. Yes, Queen Anne's County.

Q. Did your father own any real estate at the time of his death?

A. Yes sir.

Q. Where was the real estate located?

A. Kent Island Estates - Lot 19, Section E.

Q. Did this lot have any improvements on it?

A. Had the house.

Q. Give a brief description of the house on this lot?

A. Four rooms and bath, no furnace and no hot water.

Q. What type of construction?

A. Frame asbestos shingles.

Q. Do you know the size of the lot?

A. 50 by 169 by survey.

Q. Is that the correct depth of the lot?

A. That is the correct survey of the lot.

Q. Mr. DeBaugh to whom did your father Will the real estate, if anyone?

A. It called for everything divided equally.

Q. Between whom?

A. Between Florence Larkins, Zasu Rommell, Raymond DeBaugh and myself.

Q. Could you give us the place of residence of each of those four parties?

A. Larkins - Providence, Towson, Maryland, I think it should be Providence Road; Rommel - 2704 Christopher Avenue, Baltimore; Raymond DeBaugh, 605 Hind Drive Anne Hind, Honolulu, Hawaii, and myself in Stevensville.

Q. In your opinion, Mr. DeBaugh, do you believe that this lot that your father owned in Kent Island Estates could be divided between the four of his children without loss or injury to any one?

A. No.

Q. State your reason why it could not be divided among the four of you.

A. You could not give each of us a room a piece.

Q. Mr. DeBaugh, are you quite familiar with this property in question?

A. Yes.

Q. Have you ever lived in ths property?

A. Yes.

Q. How long have you lived in it?

A. Since the first part of the year '54.

Q. Have you lived there ever since?

A. Yes.

Q. Now in your opinion, Mr. DeBaugh, what do you think the property in question is worth today?

A. I don't know.

Q. What is the name of the wife of Raymond DeBaugh, your brother?

A. Jean.

Q. And what is the name of the husband of Mrs. ZAsu Rommel?

A. Charles I think - they call his Buck.

Q. And what is the name of the husband of Mrs. Florence Larkins?

A. Albert.

Q. Do these spouses live at the same address as their husbands and wife?

A. Yes.

Q. And your wife's name?

A. Rosabelle.

Q. She lives with you?

A. That is right.

MR. CLAUDE LOWERY being produced on behalf of the Complainants did depose and say that:

Q. State your name and address?

A. Claude Lowery - Chester, Maryland.

Q. Mr. Lowery, you are familiar with the property of the late Jesse L. DeBaugh located in Kent Island Estates?

A. I was one of the appraisers.

Q. Would you describe the location of the lot and the improvements on it.

A. The lot is in Kent Island Estates and it is on the tributaries of Shipping Creek and it is improved by a four room bungalow and bath.

Q. What type of construction?

A. Frame with asbestos shingles.

Q. Mr. Lowery are you familar with the values of other property in this area.

A. Well I often see assessment records and know what they are assessed for and what the assessment records show. I don't deal in real estate but I see assessed values and sale prices.

Q. In your opinion what is the fair market value of this property today?

A. Well I would say it should be worth as much as we assessed it for and we assessed it for $8500.00. That is my opinion, to the best of my judgment.

Q. Mr. Lowery, in your opinion, could this property be divided among the four childre_ of the late Jesse L. DeBaugh.

A. No. I don't see how you could divide this house. It certainly could not be done.

EXAMINER'S SPECIAL: No.

MR. WALTER I. LINDSAY, being produced on behalf of the Complainants did depose and say that:

Q. State your name and address.

A. Walter I. Lindsay, Millington, Maryland.

Q. Have you had any experience in appraising real estate in Queen Anne's County?

A. Yes sir, I have. I am the Supervisor of Assessments of Queen Anne's County.

Q. Are you familiar with the property of the late Jesse L. DeBaugh located on Kent Island?

A. Yes sir, I am. On the Plat it is Lot 19, Block E of the first section of Kent Island Estates.

Q. Are you familiar with the size of the lot in question.

A. Yes. The lot on our Plat shows it to be 50 feet by 200 feet.

Q. Are you familiar with the improvements on this property?

A. Yes sir, I am. It is a one story asbestos shingle bungalow.

Q. Mr. Lindsay, in your opinion, what is the fair value of that lot with the improvements on it today?

A. I would say the fair value of the lot and improvements today would be $8500.00.

Q. Mr. Lindsay in arriving at that value did you take into consideration that this lot is located on Shipping Creek?

A. Yes sir I did. That in my opinion is one of the determining factors in the value that I arrived at.

Q. Do you know any of the parties to this suit?

A. No sir, I do not.

EXAMINERS SPECIAL: No sir, not to my knowledge.

EXAMINERS SPECIAL 2: Are you familiar with this Property.

A. Yes.

EXAMINER: Is it susceptible to division without material loss or injury to any of the parties concerned?

A. I would say that you could not divide it among the parties.

Filed March 22, 1955

COMPLAINANT'S EXHIBIT A

Filed March 31, 1955

::::::::::::::::::::::::::::::::::::::
#30,845. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fifth day of September, in the year nineteen hundred and fifty one, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Ten Cent
Int. Rev. Stamps. Endorsed CCC
9/25/51.

One-One Dollar Ten Cent Recordation
Tax Stamps. Endorsed CCC 9/25/51.

THIS DEED, made this 4th day of May, 1951, by and between THE QUEEN ANNE HOLDING COMPANY, a body corporate, party of the first part, and JESSE L. DeBAUGH, party of the second part.

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, 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 on Kent Island, Fourth Election District of Queen Anne's County, Maryland, and designated as Lot No. 19, Section E, as shown on the First Section of the Plat of "Kent Island Estates", which is recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 4, folio 20; and

BEING a part of the same land which was conveyed unto the party of the first part by Theodore Cooke, Jr., widower, by deed dated January 24, 1949, and recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 2, folio 436.

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

TO HAVE AND TO HOLD the above described parcel of land and premises, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, in fee simple, forever; subject to the covenants, conditions and restrictions set forth and referred to in the deed from The Queen Anne Holding Company to Kathryn H. Fink dated September 23, 1949 and duly recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 4, folio 406.

AND the said Grantor hereby covenants that it has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that it will warrant specially the property hereby granted and conveyed, and it will execute such further assurances of said land as may be requisite.

WITNESS: the signature of the said body corporate by the hand of David M. Nichols its president and its corporate seal hereto affixed.

THE QUEEN ANNE HOLDING COMPANY

WITNESS:

By DAVID M. NICHOLS.
President

CATHARINE C. WALLMAN

Corporate
Seal.

STATE OF MARYLAND CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 4th day of May 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared David M. Nichols the president of The Queen Anne Holding Company, the within named Grantor, and he acknowledged the foregoing Deed to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

CATHARINE C. WALLMAN
CATHARINE C. WALLMAN Notary Public
NOTARY PUBLIC

Notary
Public
Seal.

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 3, folios 22 etc., a Land Record Book for Queen Anne's County.

Place of SEAL.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Thirty First day of March in the year nineteen hundred and fifty-five.

T. SORDEN PIPPIN
Clerk

Filed March 31, 1955

DECREE OF SALE

Filed April 2, 1955

CLIFTON L. DEBAUGH and ROSABELLE DEBAUGH, his wife	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
RAYMOND DEBUAGH and JEAN DEBAUGH, his wife; ZASU ROMMEL and CHARLES ROMMEL, her husband; FLORENCE LARKINS and ALBERT LARKINS, her husband	:	No. 3967

The above cause standing ready for hearing and being submitted, the Bill and all other proceedings were, by the court, read and considered -

It is thereupon, this 1st day of April, 1955, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the real estate mentioned and described in these proceedings be sold for the purpose of dividing the proceeds amongst the parties to this cause according to their several interests; that Clayton C. Carter and Thomas J. Keating, Jr., be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by said Clerk, in the penalty of Nine Thousand ($9000.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises; they shall then proceed to make the said sale, after having given at least three week's previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which shall be as follows: one third of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the trustees; and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Complainants and Defendants, and those claiming by, from or under them or any of them; and, that the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this proceeding, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

That at the time of the first insertion or publication of the advertisement of sale above-required, ~~they~~ said Trustees shall publish in the same newspaper a notice to the creditors of Jesse L. DeBaugh, deceased, requiring them to file their claims, properly authenticated, against said deceased, with the Clerk of this Court, within 90 days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

WM. R. HORNEY
Judge

Filed April 1, 1955

PETITION

Filed April 11, 1955

CLIFTON L. DeBAUGH	)	IN THE CIRCUIT COURT
et al.	)	FOR
vs.	)	QUEEN ANNE'S COUNTY
RAYMOND DeBAUGH	)	IN EQUITY
et al.	)	No. 3967

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clifton L. DeBaugh and Rosabelle DeBaugh, complainants in the above-entitled cause, by Clayton C. Carter, their solicitor, unto your Honors, respectfully shows:

1. That your Petitioners filed their Bill of Complaint in this cause on December 2, 1954 and at the same time directed the clerk of this Court to file a certified copy of a deed found among the land records of Queen Anne's County in Liber T.S.P. No. 3 folio 23, in this cause marked "Complainants Exhibit A".

2 That your Petitioners have since discovered that there are two errors appearing in paragraph one of said Bill of Complaint, in that the date of the death of Jesse L. DeBaugh should have been stated to be November 16, 1953 instead of September 16, 1953 and the place of recording of the deed therein referred to should have been folio 22 instead of folio 23.

3. That as a result of said error as to the place of recording of said deed, Complainants' "Exhibit A" is not the deed to the property which is the subject matter of this proceeding.

4. That your Petitioners desire to amend their Bill of Complaint to correct the errors hereinbefore mentioned and to file nunc pro tunc a certified copy of the deed recorded among the land records of said County in Liber T. S. P. No. 3 folio 22 as "Complainants' Exhibit A" in lieu of the certified copy of the deed filed with their Bill.

WHEREFORE, your Petitioners pray your Honors to pass an order granting them leave to amend paragraph one of their Bill of Complaint by interlineation by substituting the word "November" for the word "September" and "folio 22" for "folio 23" and to file nunc pro tunc a certified copy of the deed recorded among the land records of said County in Liber T. S. P. No. 3 folio 22 as "Complainants' Exhibit A" in lieu of the certified copy of the deed filed with their Bill of Complaint.

Respectfully submitted

CLAYTON C. CARTER
Solicitor for Petitioners

Service of a copy of the within Petition admitted this 9th day of April, 1955, and consent is hereby granted to pass the Order prayed therein without further notice.

THOS. J. KEATING JR.
Solicitor for Defendants

Filed April 11, 1955

ORDER OF COURT

Filed April 11, 1955

ORDER OF COURT

Upon the aforegoing Petition and Consent, it is ORDERED, this 11th day of April, 1955, nunc pro tunc March 31st, 1955, by the Circuit Court for Queen Anne's County, in Equity, that Clifton L. DeBaugh and Rosabelle DeBaugh, Complainants in the above-entitled cause, be and they are hereby granted leave to amend paragraph one of their Bill of Complaint by interlineation in the manner prayed in the aforegoing

Petition, and to file ~~nune-pro-tune~~ a certified copy of the deed recorded among the land records of Queen Anne's County in Liber T.S.P. No. 3 folio 22 as "Complainants' Exhibit A" in lieu of the certified copy of the deed filed with their Bill of Complaint.

WM. R. HORNEY
Judge

Filed April 11, 1955

CERTIFIED COPY OF BOND

Filed April 12, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twelfth day of April in the year nineteen hundred and fifty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS that we, Thomas J. Keating, Jr., and Clayton C. Carter, of Queen Anne's County, Maryland, as principal, and Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand Dollars ($9,000.00) current money to be paid to the said State of Maryland, or its certain Attorney, to the payment whereof we hereby bind ourselves, our and each of our heirs, executors, administrators and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, and dated this 11th day of April in the year 1955.

WHEREAS, the above bounden, Thomas J. Keating, Jr., and Clayton C. Carter, by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the first day of April 1955, in a cause in said Court entitled "Clifton L. DeBaugh and Rosabelle DeBaugh, his wife, versus Raymond DeBaugh, et al, Defendants" and numbered 3967 on the Chancery Docket of said Court, have been appointed Trustees to make sale of the real estate decreed to be sold as mentioned in said Decree.

NOW the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., and Clayton C. Carter do and shall well and faithfully perform and execute the Trust reposed in them by said Decree, or that may be reposed in them by any future Order or Decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF

BETTY ANN BROWN

BETTY ANN BROWN

C. BERG
C. Berg As to Surety

THOS. J. KEATING JR. (SEAL)
(Thomas J. Keating, Jr.)

CLAYTON C. CARTER (SEAL)
(Clayton C. Carter)

Fideltiy and Deposit Company of
Maryland, a body corporate, by

WESLEY C. BROOKS
Wesley C. Brooks Attorney-in-fact

Corporate Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed April 12, 1955

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folios 61 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 Twelfth day of April in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed May 4, 1955

CLIFTON L. DeBAUGH and ROSABELLE DeBAUGH, his wife, Stevensville, Maryland, Complainants,	:	
vs.	:	IN THE

RAYMOND DeBAUGH and ROSABELLE DeBAUGH, his wife, 605 Hind Drive Anna Hind Honolulu, Hawaii,	:	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
ZAZU ROMMEL and CHARLES ROMMEL, her husband, 2704 Christopher Avenue Baltimore, Maryland,	:	IN EQUITY. NO. 3967
FLORENCE LARKINS and ALBERT LARKINS, her husband, Providence, Towson, Maryland. Defendants.	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by Thomas J. Keating, Jr. and Clayton C. Carter, Trustees, respectfully shows unto your Honors:

THAT in accordance with the Decree of this Honorable Court passed on the 1st day of April, 1955, your Trustees did advertise the real estate decreed to be sold in this Cause for sale at public auction by advertisement inserted in the Queen Anne's Record Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, for four successive weeks, the first insertion being on the 7th day of April, 1955, and being more than twenty days prior to May 3, 1955, as per the attached Certificate of advertisement; said real estate being all that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and designated as Lot No. 19, Section E, as shown on the First Section of the Plat of "Kent Island Estates" 3hich is recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 4, folio 20.

THAT prior to May 3, 1955, your Trustees did file in this Cause their bond in the penalty of $9,000.00 with the Fidelity and Deposit Company of Maryland, as Surety, which bond was approved by the Clerk of this Honorable Court. Thereupon, on Tuesday, May 3, 1955, your Trustees did attend in front of the Court House Door in the Town of Centreville, Queen Anne's County, at 1:30 o'clock p.m., D.S.T., and after reading the advertisement and having the auctioneer cry the sale for a considerable length of time did sell the same unto Clifton DeBaugh and Rosabelle DeBaugh, his wife, as tenants by the entireties, they being then and there the highest bidders therefor at and for the sum of $9,000.00 and upon the terms set forth in the advertisement of sale.

YOUR Trustees have received payment of one-third of the purchase money by check of the Purchasers and have taken a promissory note signed by the Purchasers for the remaining two-thirds of the purchase money and your Trustees believe that upon the ratification of the sale the Purchasers will comply with all of the terms thereof.

THE Report states the sale to be $9,000.00.

Respectfully submitted,

THOS. J. KEATING JR.

CLAYTON C. CARTER

TRUSTEES

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

ON this 4th day of May 1955, personally appeared Thomas J. Keating, Jr. and Clayton C. Carter, Trustees, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true to the best of their knowledge and belief and that the sale was fairly made.

T. SORDEN PIPPIN

CLERK

Place of SEAL.

Filed May 4, 1955

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
AND CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS

Filed May 4, 1955

TRUSTEES' SALE OF HOUSE AND LOT
IN KENT ISLAND ESTATES

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in Chy. Cause No. 3967, the undersigned trustees will sell at public auction, in front of the Court House door in Centreville, Maryland, on

TUESDAY, MAY 3, 1955

At 1:30 O'clock P.M. (D.S.T.)

ALL that lot or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and designated at Lot No. 19, Section E, as shown on the First Section of the Plat of "Kent Island Estates", which is recorded among the land records of Queen Anne's County in Liber N. B. W. No. 4, folio 20; and

BEING the same lot, which by deed dated May 4, 1951, recorded among said land records in Liber T. S. P. No. 3 folio 22 was granted and conveyed by The Queen Anne Holding Company unto Jesse L. DeBaugh, who departed this life on the 16th day of November, 1953, leaving a last will and testament dated May 19, 1953, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of said County in Liber E. E. C. No. 1 folio 291, by which he devised said real estate unto his children, viz: Zasu Rommel, Florence Larkins, Clifton L. DeBaugh and Raymond DeBaugh, all of whom are parties to the aforesaid cause.

This lot is improved by a comfortable, asbestos shingled, one-story with one-half size attic, house containing four rooms, bath and screened front porch.

TERMS OF SALE: One-third of the purchase money in cash on day of sale, the balance thereof upon ratification of sale by the Court, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the Trustees.

All expenses of transfer of title including documentary and revenue stamps, to be borne by purchaser. Taxes to be adjusted to date of final settlement.

THOMAS J. KEATING, JR.
CLAYTON C. CARTER
Trustees

J. Elmer Anthony, Auctioneer

NOTICE TO CREDITORS

ALL creditors having claims against Jesse L. DeBaugh, deceased, are hereby notifed to file the same, properly authenticated, against said deceased, with the Clerk of the Circuit Court for Queen Anne's County, within ninety (90) days from April 7, 1955, or be excluded from participating in the proceeds of the above sale.

THOMAS J. KEATING, JR.
CLAYTON C. CARTER
Trustees

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 4, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustees' Sale of House and lot in the case/estate of Kent Island Estates 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 4 successive weeks before the 3rd day of May, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of April 1955, and the last insertion on the 28th day of April, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed May 4, 1955

ORDER NISI

Filed May 4, 1955

NISI

Clifton L. DeBaugh and Rosabelle DeBaugh, his wife, VS. Raymond DeBaugh et al.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 3967

ORDERED, this 4th day of May, 1955, that the sale of Real Estate was made and reported in this cause by Thos. J. Keating, Jr. and Clayton C. Carter, Trustees, be ratified and confirmed, on or after the 3rd day of June next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 12th day of May 1955, and ending on the 26th day of May 1955.

The report states the amount of sales to be $9,000.00.

T. SORDEN PIPPIN Clerk

Filed: May 4, 1955

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed June 3, 1955

NISI

Clifton L. DeBaugh and
Rosabelle DeBaugh, his wife

vs.

Raymond DeBaugh

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

No. 3967

ORDERED, this 4th day of May, 1955, that the sale of Real Estate was made and reported in this cause by Thos. J. Keating, Jr., and Clayton C. Carter, Trustees, be ratified and confirmed, on or after the 3rd day of June, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 12th day of May, 1955, and ending on the 26th day of May, 1955.

The report states the amount of sales to be $9,000.00.

Filed: May 4, 1955.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 3, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case of Clifton L. DeBaugh and Rosabelle DeBaugh, his wife vs. Raymond DeBaugh et al., in the Circuit Court for Queen Anne's County, in Equity, No. 3976 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 3 successive weeks before the 3rd day of June, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of May 1955, and the last insertion on the 26th day of May, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EVELYN W. JAMES

Filed June 3, 1955

FINAL ORDER OF
RATIFICATION OF SALE

Filed June 3, 1955

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 3rd day of June 1955, that the sale of the real estate made and reported in this Cause by Thomas J. Keating, Jr., and Clayton C. Carter, 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 required by the preceding Order Nisi, and the Trustees are allowed the usual commissions and such proper expenses not personal as they shall produce vouchers for to the Auditor.

WM. R. HORNEY
JUDGE

Filed June 3, 1955

AUDIT

Filed Aug. 8, 1955

Clifton L. DeBaugh, et. al. — In The Circuit Court For

vs. — Queen Anne's County In

Raymond DeBaugh, et. al. — Equity Cause No. 3967

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectively sets forth:

1. That this account is stated at the request of Clayton C. Carter and Thomas J. Keating, Jr., Trustees, who were duly appointed by this Court to make the sale of the real estate and disburse the proceeds received therefrom, pursuant to order of this Court of April 1, 1955.

2. That in the within account, said Clayton C. Carter and Thomas J. Keating, Jr., Trustees, are charged with the total proceeds of the real estate sold in these proceedings, and after allowing all expenses not personal, as per the order of this court in its ratification of sale and also allowing the said trustees their due commissions, the balance was ordered to be distributed in accordance with the provisions of the Last Will and Testament of Jesse L. DeBaugh, after first directing that the Maryland lineal inheritance tax be paid at the rate of 1%, as provided by law, on the total net proceeds of sale, all devisees under said will being children of the deceased testator..

Respectfully submitted,

J. THOMAS CLARK
Auditor

August 8, 1955.

Filed Aug. 8, 1955

Cause No. 3967

The proceeds of the sale of land reported in this cause, in account with Clayton C. Carter and Thomas J. Keating, Jr., Trustees, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendors of said land)

Cr.

1955 May 3	By gross proceeds of the sale of said land, per report of said vendors, to wit:	$9000.00
	By interest on unpaid balance of purchase price, per statement of said vendors, to wit:	45.00
	By total proceeds of sale, the sum of	$9045.00

Dr.

To Clayton C. Carter and Thomas J. Keating, Jr., trustees (and vendors) for their commissions for making said sale, per order of court		$406.80
To do., for court costs of this cause, per statement of the Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk	$58.85	
Costs of Register of Wills of Queen Anne's County	3.00	
Witness fee of Walter I. Lindsay	.75	
Witness fee of Clifton F. DeBaugh	.75	
Costs of Betty Brown, Stenographer	5.00	
Examiner's fee of Richard T. Earle	10.00	
Sheriff's fee of Baltimore City	4.70	
Sheriff's fee of Baltimore County	1.90	
Appearance fee of Clayton C. Carter, Attorney	10.00	
Appearance fee of Thomas J. Keating, Jr., Attorney	10.00	104.95
To do., for money paid Queen Anne's Record-Observer, per receipts for same exhibited, to wit:		
For publishing notice of sale	$67.50	
For publishing nisi of sale	9.00	
For publishing notice to creditors	10.50	87.00
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per receipt for the same exhibited, to wit:		90.00
To do., for an amount paid Thos. J. Keating, Jr., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:		36.00

J. THOMAS CLARK
Auditor

August 8, 1955

To do., for an amount deducted from the purchase price by the purchaser of the real estate sold in this cause for taxes due the Treasurer of Queen Anne's County on same, per settlement sheet for same exhibited, to wit:
Taxes for year 1954.....$57.45
Seller's share of 1955 taxes..... 29.45 — 86.90

To do., for an amount due Clayton C. Carter, Attorney, for money advanced by him in payment of the Sheriff of Honolulu for personal service on a non resident defendant in this cause, per his cancelled check showing payment, the sum of..... 5.22

To do., for costs of advertising the order nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 40.50

To balance for distribution to the devisees of Jesse L. DeBaugh, deceased testator..... 8180.13

$9045.00 — $9045.00

August 8, 1955

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward..... $8180.13

Dr.

To E. Clyde Walls, Register of Wills of Queen Anne's County, Maryland, and as such collector of the State of Maryland inheritance taxes, a lineal inheritance tax of 1% on the sum of $8180.13, or the sum of.....$ 81.80

To Zasu Rommel, devisee under the will of Jesse L. DeBaugh, deceased, a 1/4 share of the same, after deducting the Maryland inheritance tax, or the sum of..... 2024.59

To Florence Larkins, devisee under the will of Jesse L. DeBaugh, deceased, a 1/4 share of the same, after deducting the Maryland inheritance tax, or the sum of..... 2024.58

To Clifton L. DeBaugh, devisee under the will of Jesse L. DeBaugh, deceased, a 1/4 share of the same, after deducting the Maryland inheritance tax, or the sum of..... 2024.58

To Raymond DeBaugh, devisee under the will of Jesse L. DeBaugh, deceased, a 1/4 share of the same, after deducting the Maryland inheritance tax, or the sum of..... 2024.58

$8180.13 — $8180.13

August 8, 1955

J. THOMAS CLARK
Auditor

NISI RATIFICATION
OF AUDIT

Filed Aug. 8, 1955

NISI RATIFICATION OF AUDIT

Clifton L. DeBaugh, et al Vs. Raymond DeBaugh, et al.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 3967

ORDERED, This 8th day of August in the year nineteen hundred and fifty five that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

2nd day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of August, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 8, 1955

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT

Filed Sept. 7, 1955

NISI RATIFICATION OF AUDIT

Clifton L. DeBaugh, et al
vs.
Raymond DeBaugh, et al.

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

Cause No. 3967

ORDERED, This 8th day of August in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of August, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: August 8, 1955
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 7, 1955

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 De Baugh, et. al vs. Raymond DeBaugh, et al, Chancery #3967 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 2 successive weeks before the 26th day of August, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of August 1955, and the last insertion on the 18th day of August, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Sept. 7, 1955

FINAL ORDER
OF RATIFICATION

Filed Sept. 9, 1955

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 9th day of September, 1955, that the aforegoing Report and Account of J. Thomas Clark, 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 are directed to apply the proceeds of sale accordingly, with a due proportion of interest, as the same has been, or may be received.

WM. R. HORNEY
JUDGE

Filed Sept. 9, 1955

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this fifteenth day of July in the year nineteen hundred and fifty-seven, the following Bill of Complaint was filed for record, to wit:

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband, R.F.D. Marydel, Maryland	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
RALPH G. HALL, single man, and MAZIE J. HALL, single woman, R.F.D. Marydel, Queen Anne's County, Maryland	:	CHY. NO. 4124

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

FIRST: That Alexander Hall, Jr., late of Queen Anne's County, Maryland, died about October 13, 1930, and his widow, Jennie Hall, late of Queen Anne's County, Maryland, died about December 8, 1937, seized and possessed as surviving tenant by the entireties, of two parcels of land totaling about 141¼ acres, more or less, in the First Election District of Queen Anne's County, Maryland, as will more fully appear by reference to the deed for the same from B. Hackett Turner, single, to Alexander Hall, Jr. and Jennie S. Hall, his wife, bearing date August 12, 1903 and recorded in Liber J.E.G. No. 5, folio 277, among the Land Records of Queen Anne's County, Maryland, filed herewith as Complainants' Exhibit "A", and prayed to be taken as a part hereof.

SECOND: That being so seized and possessed, the said Jennie Hall, widow, surviving tenant by the entireties, departed this life intestate on or about December 8, 1937, and leaving to survive her the following children to whom, as her heirs-at-law, the said lands have descended, viz:

(a) Your Oratrix, Mabel Hall Thompson, a daughter of said Jennie Hall, widow, who intermarried with your Orator Howard E. Thompson, both of whom are of full legal age and reside at R.F.D. Marydel, Caroline County, Maryland.

(b) Ralph G. Hall, a single man, a son of said Jennie Hall, widow, who is of full legal age, and resides at R.F.D. Marydel, Queen Anne's County, Maryland.

(c) Mazie J. Hall, a single woman, a daughter of said Jennie Hall, widow, who is of full legal age and resides at R.F.D. Marydel, Queen Anne's County, Maryland.

THIRD: That no letters of administration have been granted or other proceedings taken in the Orphans' Court for Queen Anne's County, Maryland, although said Jennie Hall, widow, died about December 8, 1937.

FOURTH: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled thereto, and that in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided among the parties according to their several interests.

TO THE END, THEREFORE:

1. That a decree may be passed by this Court for the sale of said real estate and a Trustee to make said sale.

2. That the proceeds of sale may be distributed between your Orators and the said defendants according to their respective rights and interests.

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

MAY IT PLEASE YOUR HONORS to grant unto your Orators the writ of subpoena directed to the said Ralph G. Hall and Mazie J. Hall, both residing at R.F.D. Marydel, Queen Anne's County, Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decrees as may be passed therein.

And as in duty bound, etc.

MABEL HALL THOMPSON
Mabel Hall Thompson

HOWARD E. THOMPSON
Howard E. Thompson
COMPLAINANTS

HARRY C. BUTLER
Harry C. Butler
Court Lane, Centreville, Maryland
Centreville 342

EVERNGAM & HUGHES
Everngam & Hughes
Court House Square, Denton, Maryland
Phone Denton 201
SOLICITORS FOR COMPLAINANTS

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12 day of July, 1957, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mabel Hall Thompson and Howard E. Thompson, the Complainants, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true and correct to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

CARLETON GOODEN
Notary Public

NOTARY
PUBLIC
SEAL.

Filed July 15, 1957

PLAINTIFF'S EXHIBIT NO. 1

Filed July 15, 1957

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

This Deed of Conveyance made this 12th day of August in the year nineteen hundred and three, by B. Hackett Turner, of Queen Anne's County, in the State of Maryland, witnesseth that, for and in consideration of the sum of five dollars, I, the said B. Hackett Turner, do hereby grant and convey unto Alexander Hall, Junior, and Jennie S. Hall, his wife, as tenants by the entireties, the following real estate, to wit: No. 1. All that farm, tract part of a tract, or parcel of land, known as the "Stansbury Whiteley Home Farm", "Mangy Packey", or by whatsoever name or names the same may be called or known, situate in the First Election District of Queen Anne's County, Maryland, in the angle formed by the intersection of the Public road leading from Barclay to Templeville, and the public road leading from Caines Cross Roads to Templeville, adjoining the lands of Hooper Gray, Mrs. Eliza Morris and Mrs. Mollie Tolson, containing one hundred and twenty-four acres of land, more or less, being the same land conveyed to Mary J. Whiteley, by deed from James and Elias Cox, dated the 5th day of December, 1874, a deed from J. W. Temple, and wife, dated the 7th day of February 1877, and a deed from J. W. Temple, and wife, dated the 9th day of July 1874, all of which said deeds are duly recorded among the Land Record Books, for Queen Anne's County, in Liber J. W. No. 9, folios 370 etc., No. 2. All that lot of woodland, situate in the First Election District, of Queen Anne's County, Maryland, at Dill's School House, on the public road leading from Sudlersville to Templeville, adjoining the lands of William Harrington, and others and containing seventeen and one quarter acres of land, more or less, being the same land purchased by Stansbury Whiteley, from James Cox and Elias Cox, and conveyed to the said Stansbury Whiteley, by deed dated the Sixth day of January in the year eighteen hundred and eighty two and to be recorded among the land record books for Queen Anne's County, immediately preceeding the recording of this deed, The above real estate being the same lands conveyed to said B. Hackett Turner by Jennie S. Hall and Alexander Hall, Junior, her husband, Sarah C. Spraks and Charles W. Sparks, her husband by deed bearing even date herewith and to be recorded among the Land Records Books of Queen Anne's County, Maryland immediately preceeding the recording of this deed.

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

B. HACKETT TURNER (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 three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared B. Hackett Turner, and acknowledged the aforegoing deed to be his act.

R. HOPPER SMITH
Justice of the Peace

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

I hereby certify that the aforegoing Deed was truly taken and copied from Liber J.E.G. No. 5, folio 277, a Land Record Book for Queen Anne's County.

Place of SEAL.

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 July, in the year nineteen hundred and fifty-seven.

T. Sorden Pippin, Clerk

SUBPOENA

Filed Aug. 5, 1957

THE STATE OF MARYLAND

Place of SEAL.

QUEEN ANNE'S COUNTY, TO WIT:

TO Ralph G. Hall, single
R. F. D. Marydel, Queen Anne's County, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mabel Hall Thompson and Howard F. Thompson, her husband, R.F.D. Marydel, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 15th. day of July, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Harry C. Butler
Centreville, Md.
Address Phone 342-Centreville
Evergnam & Hughes
Court House Square, Denton, Md.
Phone Denton 201

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Non-est 8-5-57
ALEXIS M. BUTLER
SHERIFF

SUBPOENA

Filed Aug. 5, 1957

THE STATE OF MARYLAND

Place of SEAL. QUEEN ANNE'S COUNTY, TO WIT:

TO Mazie J. Hall, single,
R. F. D. Marydel, Queen Anne's County, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mabel Hall Thompson and Howard E. Thompson, her husband, R. F. D., Marydel, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 15th. day of July, 1957.

TO THE DEFENDANT(S):

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Solicitor for Complainant(s)

Name Harry C. Butler
Centreville, Md.
Address Phone 342-Centreville
Everngam & Hughes
Court House Square, Denton, Md.
Phone Denton 201

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Non-est 8-5-57
ALEXIS M. BUTLER
SHERIFF

SUBPOENA

Filed Aug. 10, 1957

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Place of SEAL.

TO Mazie J. Hall, single,
R.F.D. Marydel, Queen Anne's County, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of September next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mabel Hall Thompson and Howard E. Thompson, her husband, R. F. D., Marydel, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 7th. day of August, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Harry C. Butler
Centreville, Md.
Address Phone 342-Centreville
Everngam & Hughes
Court House Square, Denton, Md.
Phone 201-Denton

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing Subpoena is the following endorsement, to wit:

Served by delivering a copy of subpoena to Mazie J. Hall defendant and by leaving a copy of Bill of Complaint with her this 9th day of August 1957.

ALEXIS M. BUTLER
Sheriff

SUBPOENA

Filed Aug. 10, 1957

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Place of SEAL.

TO Ralph G. Hall, single
R.F.D. Marydel, Queen Anne's County, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of September next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mabel Hall Thompson and Howard F. Thompson, her husband, R.F.D. Marydel, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 7th. day of August, 1957.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Harry C. Butler
Centreville, Md.
Address Phone 342-Centreville
Everngam & Hughes
Court House Square, Denton, Md.
Phone 201-Denton

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing Subpoena, is the following endorsement, to wit:

Served by delivering a copy of subpoena to Ralph G. Hall defendant and by leaving a copy of Bill of Complaint with him this 9th day of August 1957.

ALEXIS M. BUTLER
Sheriff

ANSWER

Filed Sept. 13, 1957

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband, R.F.D. Marydel, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
RALPH G. HALL, single man, and MAZIE J. HALL, single woman, R.F.D. Marydel, Queen Anne's County, Maryland.	: ANSWER	IN EQUITY CHY. NO. 4124

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ralph G. Hall and Mazie J. Hall, Defendants, by Thomas J. Keating, Jr., their attorney, answering the Bill of Complaint heretofore filed against them in this cause say:

1. THAT your Respondents admit the allegations of Paragraph 1 of the Bill of Complaint.

2. THAT your Respondents admit the allegations of Paragraph 2 of the Bill of Complaint.

3. THAT your Respondents admit the allegations of Paragraph 3 of the Bill of Complaint.

4. THAT your Respondents admit the allegations of Paragraph 4 of the Bill of Complaint.

5. THAT your Respondents aver that there is a family burying ground located on the real estate described in these proceedings in which members of the Whiteley family have been buried for many, many years and in making any sale of said real estate it is the opinion of your Respondents, and they so aver, that the farm should be sold with the reservation of the aforesaid burying ground with right of egress and ingress to all members of the Whiteley family.

6. AND further answering said Bill of Complaint your Defendants allege that they have certain crops planted on the aforesaid real estate which should be reserved from any sale thereof, and that as your Respondents together own a two-thirds interest in said real estate they desire to have someone representing them appointed as one of the trustees to make such sale as may be decreed by the Court.

AND AS IN DUTY BOUND, ETC.

THOS. J. KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY FOR RESPONDENTS
Phone: Centreville 79-W

RALPH G. HALL
(Ralph G. Hall)

MAZIE J. HALL.
(Mazie J. Hall)
RESPONDENTS

THIS IS TO CERTIFY that I served a copy of the aforegoing Answer upon Harry C. Butler, Esq., one of the Attorneys for Plaintiffs, on the 13th day of Sept. 1957, by leaving same at his office in Centreville, Maryland

THOS. J. KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY FOR DEFENDANTS

Filed Sept. 13, 1957

TESTIMONY

Filed Oct. 4, 1958

Mabel Hall Thompson Howard E. Thompson	In the Circuit Court for Queen
vs.	Anne's County, in Equity.
Ralph G. Hall Mazie J. Hall	Chy. No. 4124

The above cause being at issue and notice having been given by the solicitor for the Plaintiff of a desire to take testimony in said case, I, B. Hackett Turner, one of the standing examiner's for the Circuit Court for Queen Anne's County met at the office of Harry C. Butler, Esq., Solicitor for the Plaintiff at 10:30 A.M., on October 3, 1957; After administrating the oath to the following witnesses in said cause the questions were propounded by Mr. Butler and Mr. Keating in my presence.

The examination was properly conducted and I did not deem it necessary to examine them further and I wish to certify that there were no irregular or unusual circumbstances in the taking of said testimony or in the conduct of the proceedings.

B. HACKETT TURNER JR.
B.Hackett Turner, Jr. Examiner

Filed 4 Oct. 57.

Filed Oct. 4, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband, R.F.D. Marydel, Maryland

vs.

RALPH G. HALL, single man, and MAZIE J. HALL, single woman, R.F.D. Marydel, Md.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHY. NO. 4124

Mrs. Mabel Hall Thompson produced on the part of the plaintiff duly sworn did depose and say as follows:

QUESTIONS BY THE EXAMINER:

Q. Will you please give your name, age, place of residence and occupation?
A. Mable Ann Thompson, 59, Marydel, Maryland, and I am a housewife.

Q. Are you also known as Mabel Hall Thompson?
A. Yes I am

Q. Has there been any prior litigations between you and any of the parties involved in this suit concerning the property concerned in this case?
A. None whatever

QUESTIONS BY MR. BUTLER

Q. Mrs. Thompson, who are your mother and father?
A. my mother was Jennie Sonore Whiteley and she married Alexander Hall, Jr., who was my father.

Q. Are your mother and father living at the present time?
A. Neither one

Q. Will you please tell when your father and mother departed this life?
A. My father died November 13, 1930; My mother died December 8th, 1937;

Q. Did your mother and father own any real estate in Queen Anne's County at the time of their death?
A. They owned a farm in the First Election District of Queen Anne's Co., and also a woodland

Q. To your knowledge has there ever been any administration on the estate of your father or mother?
A. My father's estate was settled, then the farm was my mothers after his death.

Q. Will you please look at this paper and tell me whether or not this property is the property conveyed to your father and mother?
A. To the best of my knowledge, it is

NOTE: The paper presented is a certified copy of the deed of conveyance from B. Hackett Turner to Alexander Hall, Jr., and Jennie S. Hall, his wife, and recorded in Liber J.E.G., #5, folio 277, a Land Record Book for Queen Anne's Co.
Handed to the Examiner and marked "Exhibit #1";

Q. Do you know whether or not your mother left a Will at the time of her death?
A. None that I know of

Q. Who were the heirs at the time of your mother's death?
A. My brother, Ralph G. Hall; My sister Mazie J. Hall; and myself as far as I know.

Q. What happen to the farm after the death of your mother?
A. What happen to the farm? My brother and sister stayed there and took it over until the present day.

Q. Are your brother and sister over twenty-one years of age?
A. Yes

Q. Has any distribution been made of the farm and woodland which your mother, died, seized and possessed of in fee simple?
A. Not to my knowledge

Q. You state that the only known heirs are you, a sister and a brother? Would it be

possible to partition this farm or divide it into three parcels in order to equally distribute one-third to each of the heirs? Without loss or injury to the parties of this suit?
A. Such a thing never entered my mind as that. I wouldn't think so.

Q. Could you state any reason why you don't think it could be?
A. Well it always has been one farm, and where would the buildings be, all in the center? I don't think how it could be divided. If anyone else has any ideas I will be glad to listen to them.

Q. Do you know whether or not there are any outstanding bills against the estate of your mother?
A. None whatever, that I know of

Q. Mrs. Thompson, I wish you would express your opinion as to what you think is a fair value of the above mentioned farm?
A. Well it means quite a bit to me. Fifteen thousand

QUESTIONS BY MR. KEATING

Q. Mrs. Thompson, Am I correct in believing that the farm in question was a Whiteley Farm for many years?
A. Yes

Q. State whether or not there is located on this farm the Whiteley Farmily burying ground?
A. Yes

Q. Could you tell us the approximate location of the burying ground as to its distance from the farm buildings, and etc.
A. I would say there was about 8 graves, my grandmother and grandfather, well I'm sorry I forgot how many. I don't think its over one-quarter of an acre. There's not very much to it. It's about 50 yards from the barns.

Q. How long has it been since you have seen the graveyard?
A. I would say 6 years

Q. Is it your desire that when the farm is sold the family graveyard be reserved for your and other members of your family?
A. Yes indeed

Q. For that purpose would you desire to have a surveyor lay the same off by the exact description?
A. Well, I don't think that's necessary.

The next witness produced on the part of the Plaintiff being duly sworn did depose and say as follows:

QUESTIONS BY THE EXAMINER:

Q. Will you give your full name, age, residence and occupation?
A. Grover Tharp, minister, 61 years old, Henderson, Md. Caroline County.

Q. Mr. Tharp do you know of any prior litigations between the parties in this suit involving the property or farm which is the subject of this case?
A. No Sir

QUESTIONS BY MR. BUTLER

Q. Mr. Tharp do you know the parties to this suit? Mrs. Thompson, Mr. Hall and Miss Hall and Mr. Thompson?
A. Yes

Q. Are you familiar with the farm on which Mr. Hall and Miss Hall, his sister reside at the present time?
A. Yes

Q. How long have you known this farm?
A. Oh, about 14 years or better, little longer

Q. Have you ever been on this farm?
A. Yes

Q. Are you familiar with the value of real estate in Queen Anne's County in the section of the First Election District in which this farm is located?
A. I think a fairly good knowledge of the land

Q. In your opinion what do you think is the value of this farm including woodland? That is if you are also familiar with the woodland?
A. I am familiar with the woodland, my estimate price would be $11,500.00 for both.

Q. Mr. Tharp do you think it would be possible to parition this farm in three parcels?
A. No

Q. You stated you do not think it is possible to parition this farm, please state your reasons?
A. In my opinion it is almost impossible to divide a farm into three parcels and have the same value for each one.

Q. Do you think if it were divided the heirs would suffer a loss or injury?
A. I would think they would suffer a injury.

QUESTIONS BY MR. KEATING

Q. Mr. Tharp you have heard the testimony of the previous witness regarding the fact that there is a family grave yard on the farm some 50 yards or so from the farm homestead. Could you give me an opinion as to what effect it might have on the value of the farm in dollars and cents, or from a sales stand point if the court should decree that the burying ground be reserved to the Whiteley family and relations?
A. I would not think that it would decrease the value of the farm very little because of its location. It would have bery little affect on it.

Q. Could you state what the present general real estate market is for a farm of this character in its locality at thepresent time as to whether or not there is a active demand for farms?
A. I would say that the demand for a farm where this one is would be very good.

Q. Would you state in your opinion whether the farm would be worth more money in the winter or next spring?
A. The fall or early winter I think is equal to a spring in the sale of a farm.

The next witness produced on the part of the plaintiff being duly sworn did depose and say as follows:

QUESTIONS BY THE EXAMINER:

Q. Please state your name, age, occupation and residence?
A. Howard E. Thompson, Marydel, Maryland. 65 years old and I am a farmer.

Q. Mr. Thompson do you know of any prior litigations between the parties to this suit, involving the property or farm which is the subject of this suit?
A. No

QUESTIONS BY MR. BUTLER

Q. Mr. Thompson I believe you are the husband of Mrs. Mabel Ann Hall Thompson, are you not?
A. Yes

Q. How long have you and Mrs. Thompson been married?
A. In 23

Q. Where was Mrs. Thompson living at the time of your marriage?
A. Home with her mother and father

Q. Is that on this farm? (which is the subject of this suit)
A. Yes

Q. Well you are pretty familiar with the Hall family are you not?
A. I think so. I use to be

Q. In your opinion do you think it possible to parition this farm in three parcels, without damage or injury to the parties involved?
A. No it cannot be divided

Q. Well, would you like to state a reason?
A. It could not be divided to satisfy the three. The buildings would be all in one parcel. Pond on another parcel; Thicket on another parcel;

Q. How far do you live from where this farm is located?
A. Just around three, four or five miles

Q. Are you familiar with the value of farm land in that vicinity? If so state in your opinion what is the value of this land?
A. Maybe $12,000.00;

Q. Are you familiar with the grave yard located on this farm?
A. Well, I know where it is

Q. In the sale of this farm, if the graveyard was reserved as a burying lot for the Whiteley farmily and heirs, do you think it would have any affect on the purchase price of said farm?
A. I do not think so

The first witness produced on the part of the defendant duly sworn did depose and say as follows:

QUESTIONS BY THE EXAMINER

Q. Please state your name, age, residence and occupation?
A. Ralph Hall, 65, Marydel, Maryland- Farmer

Q. Mr. Hall do you know of any prior litigations between the parties to this suit, involving the property or farm which is the subject of this case?
A. No.

QUESTIONS BY MR. KEATING

Q. You are one of the defendants in the present case, areyou not?
A. Yes

Q. Have you lived on this farm all of your life?
A. Most of it

Q. Will you describe the farm in general for us?
A. There are four field, I don't know I would say the buildings are all in the center. The soil is fair. It has a short lane.

Q. It has been said that there is a pond on the farm. Is this such a pond that would

add to its value?
A. No Mr. Keating, its just mud holes. Not one pond but several of them.

Q. How large an area do these ponds cover?
A. I imagine a couple of acres or maybe more

Q. What kind of farming has been carried on on this place as to the nature of the operation?
A. There has not been much dairying

Q. Describe the buildings, as to the number and general type.
A. House, barn, stable, and not anything but just an old shed.

Q. Will you state whether in your opinion the farm could be divided in kind among the parties to this suit. According to their respective interests without loss or damage to the parties?
A. Wouldn't think so

Q. Could you tell us why that is your opinion?
A. I would say the buildings were pretty much in the center of it.

Q. Is is your desire as one of the parties to this suit to have the court reserve the family burying ground for the use of the Whiteley family and Whiteley family heirs?
A. Yes it is

Q. Can you state the approximate number and give us some name of the present family using this burying ground for interment? So that an adequate plot of ground could be laid off by a surveyor?
A. Its about one-quarter of an acre in size and I think it is full. I don't think there will be anymore people wanting to be buried there but we would not let it be distributed as it is a family burying ground.

Q. Do you recall about how long it has been since the last person was buried there?
A. Grandmother died in 1902; and grandfather in 1903; We moved there in 1902.

Q. Is there a fence around it at the present time?
A. Part of a fence

Q. Are the outlines of the plot fairly visible to the eye?
A. Yes Sir, they are

No other witnesses being named or produced to me I then at the request of the solicitor for the Plaintiff, closed the depositions taken in said causeand now returned them closed under my hand and seal on this _____ day of October, 1957, at Centreville, Maryland

Examiners Fee	$10.00
Stenographer Fee	10.00
Witness fee	
Grover Tharp, Appraiser	10.00

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Examiner

Filed Oct. 4, 1958

ORDER TO ENTER APPEARANCE

Filed March 5, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband, R.F.D., Marydel, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
RALPH G. HALL, single man, and MAZIE J. HALL, single woman, R.F.D., Marydel, Queen Anne's County, Maryland	*	QUEEN ANNE'S COUNTY
	*	Chancery No. 4124

** * * * * * * * * * * *

MR. CLERK:

Please enter the appearance of James E. Thompson, Jr. in the above-entitled case for Mazie J. Hall.

MAZIE J. HALL
Mazie J. Hall

Filed March 5, 1958

MOTION AND SUGGESTION OF DEATH

Filed July 25, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
RALPH G. HALL, single man, and MAZIE J. HALL, single woman	:	CHY. NO. 4124

MOTION AND SUGGESTION OF DEATH

The Motion of the Complainant, Mabel Hall Thompson, respectfully shows:

FIRST: That the defendant Ralph G. Hall died testate after he was served, had filed an Answer, and after testimony was taken in the above-entitled proceedings.

SECOND: That the defendant Mazie J. Hall has duly qualified as the Executrix of the Estate of said Ralph G. Hall and is the sole devisee and legatee of his Estate, which is being administered in the Orphan's Court for Queen Anne's County, Maryland.

THIRD: That your Petitioner is desirous of suggesting the death of said Ralph G. Hall and requesting the substitution of Mazie J. Hall, Executrix of his Estate as a defendant herein.

WHEREFORE, Your Petitioner prays that this Honorable Court will pass an Order directed to the said Mazie J. Hall, Executrix of Estate of Ralph G. Hall, late of Queen Anne's County, deceased, calling upon her to appear and answer the above-entitled proceedings as provided in Rule 220 of the Maryland Rules of Procedure.

And as in duty bound, etc.

K. THOMAS EVERNGAM for
EVERNGAM & HUGHES
Everngam & Hughes

HARRY C. BUTLER
Harry C. Butler
Solicitor for Petitioner

I Hereby Consent to the passage of the Order as prayed, and acknowledge a copy of the aforegoing Motion and Suggestion this 23rd day of July, 1958

JAMES E. THOMPSON JR.
Solicitor for Mazie J. Hall, individually and as Executrix of Estate of Ralph G. Hall, deceased

Filed July 25, 1958

ORDER

Filed July 25, 1958

ORDER

Upon a consideration of the aforegoing Suggestion of Death, Motion, and Consent, it is this 25th day of July, 1958, hereby ORDERED by the Circuit Court for Queen Anne's County, In Equity that Mazie J. Hall, Executrix of the Estate of Ralph G. Hall, late of Queen Anne's County, deceased, is hereby substituted as a defendant for said Ralph G. Hall in the above-entitled cause, and is directed to appear in this proceedings and answer the Bill and perform such decree as may be passed therein.

EDWARD D. E. ROLLINS
Judge

ORDER TO ENTER APPEARANCE

Filed July 25, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
RALPH G. HALL, single man and MAZIE J. HALL, single woman	*	In Equity
	*	Chy, No. 4124

* * * * * * * * * * * * * * * *

MR. CLERK:

Please enter my appearance as attorney for Mazie J. Hall, Executrix of the Estate of Ralph G. Hall, Deceased.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.

Filed July 25, 1958

CONSENT AND STIPULATION

Filed July 25, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
RALPH G. HALL, singleman and MAZIE J. HALL, single woman	:	CHY. No. 4124

CONSENT AND STIPULATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is hereby stipulated, consented to and agreed between all the parties to this cause, that the testimony previously taken and filed herein shall be accepted and adopted as filed; and the Court is respectfully requested to pass a decree in conformity with the pleadings and testimony.

And as in duty bound, etc.

K. THOMAS EVERNGAM FOR
EVERNGAM & HUGHES
Everngam & Hughes

HARRY C. BUTLER
Harry C. Butler
Solicitor for Complainant

JAMES E. THOMPSON, JR.
James E. Thompson
Solicitor for Mazie J. Hall, individually and as Executrix of Estate of Ralph G. Hall, deceased, Defendants

Filed July 25, 1958

DECREE

Filed July 25, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
RALPH G. HALL, single man and MAZIE J. HALL, single woman	*	In Equity
	*	Chy No. 4124

* * * * * * * * * * *

THIS CAUSE BEING ready for hearing, and being submitted for final Decree, the Bill of Complaint, Exhibits, Testimony and all other proceedings having been read and duly considered, IT IS THEREUPON, this 25th day of July, 1958, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the real estate described in the above-entitled proceedings be sold for the purpose of partition, reserving however, the burying ground located on said real estate, together with the right of ingress and egress thereto for all members of the Whiteley family.

AND THAT James E. Thompson, Jr. and Harry C. Butler BE AND THEY ARE hereby appointed Trustees to make sale thereof; and that the course and manner of their proceeding shall be as follows: They shall before they proceed to make such sale, first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by them, and a surety or sureties in the penalty of Fifteen thousand dollars ($15000.00) Corporate surety and in double that amount if personal sureties, conditioned for the faithful performance of the trust reposed in them by this decree or which may be reposed in them by any future order or decree passed in the premises, which said Bond shall be approved by one of the Judges of the said Circuit Court, or by the Clerk of the Circuit Court for Queen Anne's County. The said Trustees shall then proceed to make said sale, having given at least three weeks' previous notice by advertisement inserted in some newspaper or newspapers printed and published in Queen Anne's County, and such other manner as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows; One-third of the purchase money to be paid in cash on the day of sale, with the balance of said purchase money payable on the day of final ratification of said sale, or all cash on day of sale 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 Trustees. That as soon as convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceeding 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 Trustees are 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 claims of the parties to this cause.

And the said Trustees shall bring into Court the money arising from the sale of the said lands and premises, to be distributed under the direction of this

Court, after deducting the costs of suit and such commissions to the said Trustees as the Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

EDWARD D. E. ROLLINS
JUDGE

Filed July 25, 1958

BOND

Filed Aug. 5, 1958

Queen Anne's County, to wit: Be it remembered that on this Fifth day of August in the year nineteen hundred and fifty-eight the following Bond was brought to be recorded, to wit:

NEW HAMPSHIRE FIRE INSURANCE COMPANY

Manchester, New Hampshire

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that we, James E. Thompson, Jr. and Harry C. Butler, Trustees, as Principals, and the New Hampshire Fire Insurance Company, a corporate organization and existing under the laws of the State of New Hampshire, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen thousand and No/100 ($15,000.00) Dollars, current money of the United States to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we hereby bind ourselves, our and each of our heirs, administrators, executors and successors in the whole and for the whole jointly and severally, firmly by these presents sealed with our seals and dated this 5th day of August in the year Nineteen hundred and fifty-eight.

WHEREAS, the said James E. Thompson, Jr. and Harry C. Butler, Trustees under and by virtue of a decree for sale passed by the Circuit Court for Queen Anne's County, in Equity, the 25th day of July, 1958, in a cause entitled Mabel Hall Thompson vs. Mazie J. Hall, et al, in Chancery Cause No. 4124, are about to make sale of the real estate which was the subject of said proceedings.

NOW the condition of the above obligation is such that if the above bounden James E. Thompson, Jr. and Harry C. Butler do, and shall well and faithfully fulfill any order or decree which shall be made by said Court in said Cause, 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:

ATTEST:

BEVERLY C. LARRIMORE — JAMES E. THOMPSON, JR. (SEAL)

ANNE F. ANDERSON — HARRY C. BUTLER (SEAL)

NEW HAMPSHIRE FIRE INSURANCE COMPANY

ANNE F. ANDERSON — By S ALEXANDER TUBMAN IV
Attorney-in-Fact (SEAL)

CORPORATE
SEAL'S
PLACE

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and bond filed Aug. 5, 1958

T. Sorden Pippin Clerk

Certified copy of Power of Attorney attached hereto.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 295, a Bond Book record for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 5th day of August in the year nineteen hundred and fifty-eight.

T. SORDEN PIPPIN.
Clerk

REPORT OF SALE

Filed Aug. 26, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	In Equity
RALPH G. HALL, single man and MAZIE J. HALL, single woman	*	No. 4124

* * * * * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Harry C. Butler and James E. Thompson, Jr., the Trustees appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 25th day of July, 1958, your Trustees filed a Bond in this cause in the penalty of $15,000.00, with corporate surety thereon, which said Bond was duly approved by the Clerk of this Court.

2. That thereupon, pursuant to said Decree, your Trustees advertised the time, place, manner and terms of sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to August 26, 1958, as will appear by reference to the certificate of the advertisement of sale hereinafter to be filed in this cause.

3. That your Trustees, pursuant to said advertisement, at 1:30 o'clock P.M. on Tuesday, August 26th, 1958, in front of the Court House door, offered the real estate described in said advertisement for sale at public auction by J. Elmer Anthony, Auctioneer.

4. That at the time and place aforesaid, pursuant to the advertisement of sale, said parcels of land were first offered separately, and then as one parcel. The highest bid for the farm individually was made by Mr. and Mrs. L. A. Covell in the amount of $11,600.00. The highest bid for the woodlot individually was made by Mr. Robert P. Dean in the amount of $200.00. Said parcels were then combined and offered as one unit at a starting price of $11,800.00. Thereupon a bid was received from Julian Morris and Nellie Morris, his wife, for $12,200.00, and being the highest bid for said real estate, was accepted, subject to the ratification of this sale by this Honorable Court. Said buyers have paid the sum of $4,100.00 and secured the balance of $8,100.00 by a promissory note upon the advertised terms of sale.

5. That your Trustees believe that said price is the best price obtainable for the property due to the present condition of the house and outbuildings thereon.

Respectfully submitted,

HARRY C. BUTLER
Harry C. Butler

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Trustees

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

I HEREBY CERTIFY that on this 26th day of August, 1958, before me, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Harry C. Butler and James E. Thompson, Jr., Trustees, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale therein reported was fairly made.

WITNESS my hand the day and year first hereinabove written.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County

Filed Aug. 26, 1958

ORDER NISI

Filed Aug. 26, 1958

NISI

Mabel Hall Thompson and Howard E. Thompson, her husband,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	IN EQUITY
Mazie J. Hall, Executrix of Ralph G. Hall, and Mazie J. Hall, single woman	NO. 4124

ORDERED, this 26th. day of August, 1958, that the sale of real estate made and reported in this cause by Harry C. Butler and James E. Thompson, Jr., Trustees, be ratified and confirmed, on or after the 26th. day of September next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 4th. day of September 1958, and ending on the 18th. day of September 1958.

The report states the amount of sales to be $12,200.00.

T. SORDEN PIPPIN Clerk

Filed: Aug. 26, 1958

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE

Filed Sept. 25, 1958

TRUSTEES' SALE
- OF VALUABLE -
FARM PROPERTY AND WOODLAND

The undersigned trustees by virtue of the Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 25th day of July, 1958,in Cause No. 4124, in said Court, will sell at public sale to the highest bidder, in fromt of the Court House door in Centreville, Queen Anne's County, Maryland, on

TUESDAY, AUGUST 26, 1958

at 1:30 o'clock P. M. (D.S.T.) the following two parcels of land, to wit:

PARCEL NO. 1: (Farm) All that farm, tract, part of a tract or parcel of land known as the "Stansbury Whiteley Home Farm", "Mangy Packey" or by whatsoever name or names the same may be called or known, situate in the First Election District of Queen Anne's County, Maryland, in the angle formed by the intersection of the public road leading from Barclay to Templeville and the public road leading from Caines Crossroads to Templeville, adjoining the lands of (or formerly of) Hooper Gray, Mrs. Elizabeth Morris and Mrs. Molly Tolson, containing one hundred and twenty-four (124) acres of land, more or less. Reserving, however, unto the parties to the aforesaid cause, their heirs and assigns, forever, the burying grounds located on said real estate, together with the right of ingress and egress thereto for all members of the Whiteley family. Said farm is improved by a two-story frame dwelling house, barn, stable and other outbuildings, all in fair condition.

PARCEL NO. 2: (WOODLOT) All that lot of woodland situate in the First Election District of Queen Anne's County, Maryland, at Dill's School House on the public road leading from Sudlersville to Templeville, adjoining the lands of (or formerly of) William Harrington and others, and containing seventeen and one quarter (17¼) acres of land, more or less.

The aforesaid two parcels of land are the same and all of the land granted and conveyed unto Alexander Hall, Jr., and Jennie S. Hall, his wife, as tenants by the entireties, by B. Hackett Turner, by deed dated August 12th, 1903, recorded August 12th, 1903, in Liber J.E.G., No. 5, folio 277, a Land Record Book for Queen Anne's County, Maryland. The said Alexander Hall, Jr., having departed this life on or about November 13, 1930. The said Jennie Hall having departed this life intestate on December 8th, 1937, leaving Mabel Hall Thompson, Ralph G. Hall and Mazie J. Hall as hwe only heirs-at-law.

The aforesaid parcels of land will be first offered separately and will then be offered as one parcel, and will be sold for the highest price obtainable.

TERMS OF SALE- Whole price may be paid in cash on day of sale or one-third of the purchase money shall be paid in cahs on day of sale, the balance on final ratifaction of said sale by said court, said balance to bear interest from day of sale and to be secured to the trustees' satisfaction. Full possession will be given to the purchaser on final ratification of sale and payment of the purchase price in full. Title papers, revenue stamps, cost of recording deed and all other costs of transfer, to be at the purchaser's expense. Taxes and insurance to be adjusted to day of sale.

JAMES E. THOMPSON, JR.
HARRY C. BUTLER
Trustees in Chancery Cause
No. 4124

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 24, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Valuable Farm Property and woodland in the estate of Thompson and Hall No. 4124 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 4 successive weeks before the

26th day of August, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of July 1958, and the last insertion on the 21st day of August, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Sept. 25, 1958

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Sept. 25, 1958

NISI

Mabel Hall Thompsan and
Howard E. Thompson,
her husband

vs.

Mazie J. Hall, Executris of
Ralph G. Hall, and
Mazie J. Hall, single woman

In The Circuit Court for
Queen Anne's County
In Equity
No. 4124

ORDERED, this 26th day of August, 1958, that the sale of real estate made and reported in this cause by Harry C. Butler and James E. Thompson, Jr., Trustees, be ratified and confirmed, on or after the 26th day of September, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 4th day of September, 1958, and ending on the 18th day of September, 1958.

The report states the amount of sales to be $12,200.00.

Filed: Aug. 26, 1958

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 24, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the estate of Mabel Hall Thompson and Howard E. Thompson her husbnad, vs. Mazie J. Hall executrix of Ralph G. Hall In Equity No. 4124 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 3 successive weeks before the 26th day of September, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of September 1958, and the last insertion on the 18th day of September, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Sept. 25, 1958

PETITION & ORDER
TO TAKE PAPERS OUT OF COUNTY

Filed Sept. 26, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband	*	IN THE CIRCUIT COURT
vs.	*	FOR
RALPH G. HALL, single man and MAZIE J. HALL, single woman	*	QUEEN ANNE'S COUNTY In Equity
	*	No. 4124

PETITION TO REMOVE CHANCERY PAPERS FROM COUNTY

The Petition of James E. Thompson, Jr., and Harry C. Butler, unto your Honor, respectfully represents.

1. That the sale in instant case is now ready for final order of ratification.

2. That the Honorable Thomas J. Keating, Jr., who normally presides in Queen Anne's County, is disqualified in instant case.

3. That the Honorable J. Deweese Carter is this date sitting in Easton, Talbot County, Maryland, and has advised your Petitioners that he will consider the final order of ratification if presented to him with all the papers heretofore filed in said case.

WHEREFORE, your Petitioners pray this Honorable Court pass an Order authorizing James E. Thompson, Jr. and Harry C. Butler, Trustees in the aforesaid cause, or either of them, to remove said papers from Queen Anne's County to Talbot County for the hereinabove recited purpose.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.

HARRY C. BUTLER
Harry C. Butler
Trustees

Filed Sept. 26, 1958

ORDER OF COURT

Filed Sept. 26, 1958

ORDER OF COURT

Upon the aforegoing Petition, IT IS this 26th day of September, 1958, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that James E. Thompson, Jr. and Harry C. Butler, Trustees in the aforesaid cause, or either of them, are hereby authorized to remove the papers in Chancery Cause No. 4124 from Queen Anne's County to Easton, Talbot County, Maryland, for the purpose of presenting the same to the Honorable J. Deweese Carter so that he can consider the final order of ratification to be submitted in this cause.

THOS. J. KEATING JR.
JUDGE

Filed Sept. 26, 1958

FINAL ORDER OF RATIFICATION

Filed Sept. 29, 1958

MABEL HALL THOMPSON and HOWARD E. THOMPSON, her husband	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
RALPH G. HALL, single man and MAZIE J. HALL, single woman	*	QUEEN ANNE'S COUNTY
	*	In Equity
* * * * * * * * * * * * * * *		No. 4124

FINAL ORDER OF RATIFICATION

ORDERED this 26th day of September, 1958, 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 James E. Thompson, Jr. and Harry C. Butler, Trustees, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been given as required by the preceding Order Nisi; and the Trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers for to the auditor. Provided however that the full purchase price shall be paid in cash prior to the delivery of a deed to the purchasers.

J. DeWEESE CARTER
JUDGE

Filed: Sept. 29, 1958

AUDIT

Filed Sept. 30, 1958

MABEL HALL THOMPSON, et al	:	In The Circuit Court For
vs.	:	Queen Anne's County
MAZIE J. HALL, Executrix of Ralph G. Hall, et al	:	In Equity No. 4124
	:	
:	:	:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully set forth:

1. That this account is stated at the request of James E. Thompson, Jr. and Harry C. Butler, Trustees, who were appointed as such by decree of this court of July 25, 1958, to make sale of the real estate sold in this cause and disburse the proceeds received therefrom.

2. That in the within account, said Trustees are charged with the total proceeds of said sale, and thereafter are allowed all expenses, not personal, for which proper vouchers were produced, as well as, their commissions and the costs of stating this account.

3. That after the payment of all expenses, the balance was directed to be distributed to the heirs at law of Jennie Hall, deceased, according to their respective interests as shown in these proceedings.

4. It is to be noted that no inheritance taxes for the state of Maryland have been charged against any of the several distributee's share, because more than four years have elasped since the time any interest vested, Sec. 156, Art. 81, 1951 Annotated Code of Maryland.

5. At the request of James E. Thompson, Jr., one of the Trustees herein, it is to be noted that one third of the one half share of his commissions due in this cause for making the said sale, are to be paid to Thomas J. Keating, Jr. as per agreement, and which would be the sum of $126.78.

Respectfully submitted,

September 29, 1958

J. THOMAS CLARK
Auditor

Cause No. 4124

The proceeds of the sale of real estate reported in this cause, in account with James E. Thompson, Jr. and Harry C. Butler, Trustees, appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1958 Aug 26	By gross proceeds of the sale of said land, per report of sale of said vendors, to wit:	$12,200.00
	By interest on unpaid balance of purchase price, per statement of said vendors, to wit:	40.50
	By total proceeds of sale, to wit:	$12,240.50

Dr.

To James E. Thompson, Jr. and Harry C. Butler, Trustees, (and vendors) for their commissions for making said sale, per order of Court, to wit:	$760.70	
To do., for an amount paid to Butler, Price & Yates, Agents, for the trustees corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:		60.00
To do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited, to wit:		
(1) For publishing notice of sale	$93.50	
(2) For publishing hand bills	11.12	
(3) For publishing nisi of sale	12.00	116.62
To do., for an amount due J. Elmer Anthony, auctioneer, for crying said sale, per statement for same, to wit:		122.00
To do., for court costs due in this cause, per statement of Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk	$65.70	
Appearance fee of Harry C. Butler and Everngam & Hughes, Attys	10.00	
Appearance fee of James E. Thompson, Jr. and Thomas J. Keating, Jr., Attys.	10.00	
Costs share of Queen Anne's County	6.00	
Costs, B.H.Turner, Examiner	10.00	
Costs, Gladys M. Foster, Stenographer	10.00	
Costs, Grover Tharp, Appraiser	10.00	121.70

September 29, 1958

J. THOMAS CLARK
Auditor

To do., for vendors share of 1958 State and County taxes due to Charles C. Anthony, Sr., Treasurer, per settlement sheet exhibited, to wit:.....$ 64.33

To do., for costs of publishing the audit nisi to be passed as to this account in the Queen Anne's Record-Observer, the sum of..... 10.00

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 108.00

To balance to be carried forward for distribution.....10877.15

$12240.50 $12240.50

September 29, 1958

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward for distribution..... $10,877.15

Dr.

To Mabel Hall Thompson, a daughter of Jennie Hall, deceased, a one third share or the sum of.....$ 3,625.71

To Mazie J. Hall, a daughter of Jennie Hall, deceased, a one third share or the sum of..... 3,625.72

To Mazie J. Hall, Executrix of the Estate of Ralph G. Hall, deceased, son of Jennie Hall, deceased, a one third share or the sum of..... 3,625.72

$10,877.15 $10,877.15

September 29, 1958

J. THOMAS CLARK
Auditor

NISI RATIFICATION
OF AUDIT

Filed Sept. 30, 1958

NISI RATIFICATION OF AUDIT

Mabel Hall Thompson and Howard F. Thompson, her husband,	In the Circuit Court for Queen Anne's County
VS.	In Equity
Mazie J. Hall, Executrix of Ralph G. Hall, single man, and Mazie J. Hall, single woman.	Cause No. 4124

ORDERED, This 30th. day of September in the year nineteen hundred and fifty eight, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th. day of October, 1958; provided a copy of this order be published once a week in each of two successive weeks before the 17th. day of October, 1958, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed September 30, 1958

CERTIFICATE OF PUBLICATION

Filed Nov. 3, 1958

NISI RATIFICATION OF AUDIT

Mabel Hall Thompson and
Howard F. Thompson, her husband
vs.
Mazie J. Hall, Exécutrix of Ralph
G. Hall, single man, and Mazie J.
Hall, single woman

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

Cause No. 4124

ORDERED, This 30th day of September, in the year nineteen hundred and fifty-eight, that the Report and Account filed in these proceedings by J. Thomas Clar, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of October, 1958; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of October, 1958, in some newspaper printed and published in Queen Anne's County.

Filed: Sept. 30, 1958.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 3, 1958

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 Mabel Hall Thompson and Howard F. Thompson, her husband vs. Maizie J. Hall, Cause No. 4124 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 2 successive weeks before the 17th day of October, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of October 1958, and the last insertion on the 9th day of October, 1958.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Nov. 3, 1958

FINAL ORDER
OF RATIFICATION

Filed Nov. 3, 1958

MABEL HALL THOMPSON, et al	*	IN THE
vs.	*	CIRCUIT COURT
MAZIE J. HALL, Executrix of Ralph G. Hall, et al	*	FOR
	*	QUEEN ANNE'S COUNTY

* * * * * * * *

FINAL ORDER OF RATIFICATION

ORDERED this 3rd day of November, 1958, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the aforegoing Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears tohave been given as required by the preceding Order Nisi; and the Trustee is directed to apply and distribute the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

J. DeWEESE CARTER
JUDGE

Filed Nov. 3, 1958

::::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty-first day of April in the year nineteen hundred and fifty-nine, the following Bill of Complaint was filed for record, to wit:

W. EDWIN CROUCH
123 N. Washington Street
Easton, Maryland

vs.

SARAH GREEN
18 Durling Place
Oyster Bay, New Jersey,
and all persons having or claiming to have any interest in the property in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on the Stevensville-Love Point Road adjoining the lands of or formerly of Philip Grollman, and assessed to Sarah Green.

ANNA M. BROWN, (Also known as ANNIE M. BROWN), c/o Emma Brown
Sudlersville, Maryland,
and all persons having or claiming to have any interest in the property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Carson Corners adjoining the lands of (or formerly of) Harvey Thomas, assessed to Annie M. Brown

CHARLES E. NICKERSON
22 Elm Place
Amiteyville, New York
and all persons having or claiming to have any interest in the property located in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Romancoke, adjoining the lands of or formerly of Margaret Hines, and assessed to Charles E. Nickerson

JONATHAN JONES
Millington, Maryland
WILLIAM A. FELTON
(Address Unknown)
and all persons having or claiming to have any interest in the property located in the Seventh Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of) Herbert Willis, and assessed to Jonathan Jones

WILLIAM NICHOLSON
1219 Tatmall Street
Wilmington, Delaware
and all persons having or claiming to have any interest in the property in the Fifth Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located in Grasonville, adjoining the lands of or formerly of Edgar Bryan, and assessed to William Nicholson

OLIN BURRIS
(Address Unknown)
BRADDY SAMMONS (Also known as BRADY SAMMONS)
128 West 2nd Street
Rancocas, New Jersey
and all persons having or claiming to have any interest in the property in the First Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Anderson's Corner-Templeville Road, adjoining the lands of or formerly of Medford Starkey, and assessed to Braddy Sammons.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity
No 4245

* * * * * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That on the 21st day of May, 1957, at a public tax sale held in front of the Court House, Centreville, Maryland, your Orator being then and there the highest bidder for the hereinafter described parcels of land, was issued, by Charles E. Anthony, Sr. County Treasurer for Queen Anne's County and Collector of Taxes, six Certificates of Sale, which are filed herewith as a part hereof, and marked Complainant's Exhibits A, B, C, D, E and F.

2. That the several parcels of land so purchased are described in substantially the same form as the description appearing on the Treasurer's and Collector's tax roll as follows:

PARCEL NO. 1: All that property in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on the Stevensville-Love Point Road adjoining the lands of or formerly of Philip Grollman, and assessed to Sarah Green.

PARCEL NO. 2: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Carson Corners, adjoining the lands of (or formerly of) Harvey Thomas, assessed to Annie M. Brown.

PARCEL NO. 3: All that property located in the Fourth Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of land located near Romancoke, adjoining the lands of or formerly of Margaret Hines, and assessed to Charles E. Nickerson.

PARCEL NO. 4: All that property located in the Seventh Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of) Herbert Willis, and assessed to Jonathan Jones.

PARCEL NO. 5: All that property located in the Fifth Election District, Queen Anne's County, Maryland, and described as All that lot or parcel of land located in Grasonville, adjoining the lands of or formerly of Edgar Bryan, and assessed to William Nicholson.

PARCEL NO. 6: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Anderson's Corner-Templeville Road, adjoining the lands of or formerly of Medford Starkey, and assessed to Braddy Sammons.

3. That as disclosed by a search of the Land Records of Queen Anne's County, the records of the Register of Wills of Queen Anne's County, and the records of the Circuit Court for Queen Anne's County, in Law and in Equity, the title to the aforesaid properties are vested in the above-mentioned Defendants as follows:

PARCEL NO. 1: The title to Parcel No. 1 is vested in Sarah Green by virtue of a deed from Alice Green dated September 13th, 1924, recorded April 29, 1927, in Liber B.H.T., No. 6, folio 480, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 2: The title to Parcel No. 2 is vested in Anna M. Brown by virtue of a Deed from Louisa Brown dated June 17th, 1905, recorded June 20, 1905, in Liber J.E.G., No. 7, folio 545, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 3: The Title to Parcel No. 3 is vested in Charles E. Neckerson by virtue of a Deed from T. Roland Carville and Loletia E. Carville, his wife, dated April 28, 1931, recorded June 30, 1932, in Liber B.H.T.,No. 14, folio 489, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 4: The title to Parcel No. 4 is vested in Jonathan Jones and William A. Felton by virtue of a Deed from Fannie M. Felton and William A. Felton, hee husband to William A. Felton and Jonathan Jones dated June 4, 1938, recorded August 12, 1938, in Liber W.H.C., No 7A, folio 103, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 5: The title to Parcel No. 5 is vested in William Nicholson by virtue of a Deed from William E. King and Drucilla King, his wife, by Deed dated May 12, 1923, recorded July 2, 1923, in Liber J.F.R., No. 11, folio 12, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 6: The title to Parcel No. 6 is vested in Olin Burris by virtue of a deed from Margaret E. Burris and William Harrison Burris, her husband, dated July 29, 1913, recorded July 30, 1913, in Liber W.F.W. , No. 4, folio 477, a Land Record Book for Queen Anne's County, Maryland. It should be noted, however, that the tax assessment record for instant property was changed in 1914 from Olin Burris to Braddy Sammons, the aforesaid records of Queen Anne's County, however, fail to disclose a deed or other conveyance or transfer of property from Burris to Sammons.

4. That none of said properties have been redeemed by any of the respective parties in interest although mor than a year and a day from the date of sale has expired.

5. That the amount required for the redemption of the respective properties is as follows:

PARCEL NO. 1: $36.21, with interest at the rate of 6% per annum from May 21, 1957, together with a pro-rata share of the costs and disbursements of this proceeding, including costs of service of process by publication, attorney's fee not to exceed $100.00 and 1958 taxes actually paid by the Plaintiff.

PARCEL NO. 2: $37.82, with interest at the rate of 6% per annum from May21, 1957, together with a pro-rata share of the costs and disbursements of this proceeding, including costs of service of process by publication, attorney's fee not to exceed $100.00 and 1958 taxes actually paid by the Plaintiff.

PARCEL NO. 3: $28.04, with interest at the rate of 6% per annum from May 21,

1957, together with a pro-rata share of the costs and disbursements of this proceeding, including costs of service of procees by publication, attorney's fee not to exceed $100.00 and 1958 taxes actually paid by the Plaintiff.

PARCEL NO. 4: $28.04, with interest at the rate of 6% per annum from May 21, 1957, together with a pro-rata share of the costs and disbursements of this proceeding, including costs of service of process by publication, attorney's fee not to exceed $100.00 and 1958 taxes actually paid by the Plaintiff.

PARCEL NO. 5: $27.22, with interest at the rate of 6% per annum, from May 21, 1957, together with a pro-rata share of the costs and disbursements of this proceeding, including costs of service of process by publication, attorney's fee not to exceed $100.00 and 1958 taxes acutally paid by the Plaintiff.

PARCEL NO. 6: $30.64, with interest at the rate of 6% per annum, from May 21, 1957, together with a pro-rata share of the costs and disbursements of this proceeding, including costs of service of process by publication, attorney' fee not to exceed $100.00 and 1958 taxes actually paid by the Plaintiff.

TO THE END THEREFORE

1. That this Honorable Court may pass a final decree forclosing all rights of redemption of the Defendants in and to the respective properties above mentioned.

2. That your Orator may have such other and further relief as his case may require.

May it please your Honors to issue process directed to the Defendants named in the Bill of Complaint.

May it please your Honors to grant unto your Orator the Order of Publication giving notice to the following persons who are all of the parties in interest in the respective properties described herein:

SARAH GREEN
18 Durling Place
Oyster Bay, New Jersey

Anna M. Brown (Also known as Annie M. Brown)
c/o Emma Brown
Sudlersville, Maryland

Charles E. Nickerson
22 Elm Place
Amiteyville, New York

Jonathan Jones
Millington, Maryland

William A. Felton
(Address Unknown)

William Nicholson
1219 Tatmall Street
Wilmington, Delaware

Olin Burris
(Address Unknown)

Braddy Sammons (Also known as Brady Sammons)
128 West 2nd Street
Rancocas, New Jersey

and to all persons having or claiming to have any interest in the following described six parcels of land:

PARCEL NO. 1: All that lot or parcel of land located on the Stevensville-Love Point Road adjoining the lands of or formerly of Philip Grollman, and assessed to Sarah Green.

PARCEL NO. 2: All that lot or parcel of land located near Carson Corners adjoining the lands of (or formerly of) Harvey Thomas, assessed to Annie M. Brown.

PARCEL NO. 3: All that lot or parcel of land located near Romancoke, adjoining the lands of or formerly of Margaret Hines, and assessed to Charles E. Nickerson.

PARCEL NO. 4: All that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of) Herbert Willis, and assessed to Jonathan Jones.

PARCEL NO. 5: All that lot or parcel of land located in Grasonville, adjoining the lands of or formerly of Edgar Bryan and assessed to William Nicholson.

PARCEL NO. 6: All that lot or parcel of land located on Anderson's Corner-Templeville Road, adjoining the lands of or formerly of Medford Starkey, and assessed to Braddy Sammons.

advising them of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on or before some certain day to be named therein, to answer this Bill of Complaint or to redeem the property and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Solicitor for Complainant

CERTIFICATE OF SALE

I, Charles E. Anthony, Sr., Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 21, 1957, I sold to W. Edwin Crouch at public auction for the sum of Thirty-seven Dollars and Twenty-one Cents, of which Thirty-six Dollars and twenty-one Cents has been paid, the propery in the Fourth Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land located on Stevensville-Love Point road adjoining the lands of Phillip Grollman assessed value $100.00 consisting of a lot and assessed to Sarah Green

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 22, 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 21 day of May, 1957.

CHARLES E. ANTHONY SR.
Treasurer and Collector

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

I HEREBY CERTIFY, that on this 21 day of May, 1957, before the Subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Anthony, Sr., Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

HELEN E. PARDEE
Notary Public

My Commission Expires: May 4, 1959

NOTARY
PUBLIC
SEAL.

Filed April 21, 1959

CERTIFICATE OF SALE

I, Charles E. Anthony, Sr., Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 21, 1957, I sold to W. Edwin Crouch at public auction for the sum of Thirty-eight Dollars and No Cents, of which Thirty-seven Dollars and eighty-two Cents has been paid, the property in the First Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land located near Carson Corner adjoining the lands of Harvey Thomas assessed value $250.00 consisting of a lot andassessed to Annie M. Brown The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate ofsix per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 22, 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 21 day of May, 1957.

CHARLES E. ANTHONY, Sr.
Treasurer and Collector

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

I HEREBY CERTIFY, that on this 21 day of May, 1957, before the Subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Anthony, Sr., Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

HELEN E. PARDEE
Notary Public

My Commission Expires: May 4, 1959

Notary
Public Seal.

Filed April 21, 1959

CERTIFICATE OF SALE

I, Charles E. Anthony, Sr., Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 21, 1957, I sold to W. Edwin Crouch at public auction for the sum of Twenty-nine Dollars and No Cents, of which Twenty-eight Dollars and four Cents has been paid, the property in the Fourth Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land located near Romancoke adjoining the lands of Margaret Hines assessed value $100.00 consisting of land and assessed to Charles E. Nickerson The Property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 22, 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 21 day of May, 1957.

CHARLES E. ANTHONY SR.

Treasurer and Collector

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

I HEREBY CERTIFY, that on this 21 day of May, 1957, before the Subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Anthony, Sr., Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

HELEN E. PARDEE

Notary Public

My Commission Expires: May 4, 1959
NOTARY
PUBLIC
SEAL

Filed April 21, 1959

CERTIFICATE OF SALE

I, Charles E. Anthony, Sr., Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 21, 1957, I sold to W. Edwin Crouch at public auction for the sum of Twenty-nine Dollars and No Cents, of which Twenty-eight Dollars and four Cents has been paid, the property in the Seventh Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land located on Kirby Landing road adjoining the lands of Herbert Willis assessed value $100.00 consisting of a lot and assessed to Jonothan Jones The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 22, 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 21 day of May, 1957.

CHARLES E. ANTHONY SR.

Treasurer and Collector

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

I HEREBY CERTIFY, that on this 21 day of May, 1957 before the Subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Anthony, Sr., Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

HELEN E. PARDEE

Notary Public

My Commission Expires: May 4, 1959
NOTARY
PUBLIC
SEAL.

Filed April 21, 1959

CERTIFICATE OF SALE

I, Charles E. Anthony, Sr., Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 21, 1957, I sold to W. Edwin Crouch at public auction for the sum of Thirty Dollars and No Cents, of which Twenty-seven Dollars and twenty-two Cents has been paid, the property in the Fifth Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land located in Grasonville adjoining the lands of Edgar Bryan assessed value $100.00 consisting of a lot and assessed to William Nicholson The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 22, 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a preceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 21 day of May, 1957.

CHARLES E. ANTHONY SR.

Treasurer and Collector

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

I HEREBY CERTIFY, that on this 21 day of May, 1957, before the Subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Anthony, Sr., Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

HELEN E. PARDEE

Notary Public

My Commission Expires: May 4, 1959
NOTARY PUBLIC
SEAL.

Filed April 21, 1959

CERTIFICATE OF SALE

I, Charles E. Anthony, Sr., Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 21, 1957, I sold to W. Edwin Crouch at public auction for the sum of Thirty-one Dollars and sixty-four Cents, of which Thirty Dollars and sixty-four Cents has been paid, the property in the First Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land located on Anderson Corner on Templeville Road adjoining the lands of Medford Starkey assessed value $140.00 and assessed to Braddy Sammons consisting of woodland The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per sent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalites thereon accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 22, 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 21 day of May, 1957.

CHARLES E. ANTHONY SR.

Treasurer and Collector

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

I HEREBY CERTIFY, that on this 21 day of May, 1957, before the Subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Anthony, Sr., Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

HELEN E. PARDEE

Notary Public

My Commission Expires: May 4, 1959
Notary Public
Seal.

Filed April 21, 1959

COMPLAINANT'S EXHIBIT "G"

THIS IS TO CERTIFY that a search of the Land Records of Queen Anne's County the records of the Register of Wills of Queen Anne's County, and the records of the

Circuit Court for Queen Anne's County, in Law and in Equity, discloses the fee simple title to the hereinafter described properties to be vested as follow:

PARCEL NO. 1: All that property in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on the Stevensville-Love Point Road adjoining the lands of or formerly of Philip Grollman, and assessed to Sarah Green. The title to Parcel No. 1 is vested in Sarah Green by virtue of a deed from Alice Green dated September 13th, 1924, recorded April 29, 1927, in Liber H.B.T.,No. 6, folio 480, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 2: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Carson Corners, adjoining the lands of (or formerly of) Harvey Thomas, assessed to Annie M. Brown. The Title to Parcel No. 2 is vested in Anna M. Brown by virtue of a Deed from Louisa Brown dated June 17th, 1905, recorded June 20, 1905, in Liber J.E.G., No. 7, folio 545, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 3: All that property located in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Romancoke, adjoining the lands of or formerly of Margaret Hines, and assessed to Charles E. Nickerson. The title to Parcel No. 3 is vested in Charles E. Nickerson by virtue of a Deed from T. Roland Carville and Loletia E. Carville, his wife, dated April 28, 1931, recorded June 30, 1932, in Liber B.H.T., No. 14, folio 489, a Land Record Book for Queen Anne's County, Maryland

PARCEL NO. 4: All that property located in the Seventh Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of) Herbert Willis, and assessed to Jonathan Jones. The title to Parcel No. 4 is vested in Jonathan Jones and William A. Felton, by virtue of a deed from Fannie M. Felton and William A. Felton, her husband, to William A. Felton and Jonathan Jones dated June 4, 1938, recorded August 12, 1938, in Liber W.H.C., No. 7A, folio 103, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 5: All that property located in the Fifth Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located in Grasonvelle, Maryland, adjoining the lands of (or formerly of) Edgar Bryan, and assessed to William Nicholson. The title to Parcel No. 5 is vested in William Nicholson, by virtue of a deed from William E. King and Drucilla King, his wife, by deed dated May 12, 1923, recorded July 2, 1923, in Liber J.F.R., No. 11, folio 12, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 6: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Anderson's Corner-Templeville Road, adjoining the lands of or formerly of Medford Starkey, and assessed to Braddy Sammons. The title to Parcel No. 6 is vested in Olin Burris by virtue of a deed from Margeret E. Burris and William Harrison Burris, her husband, dated July 29, 1913, recorded July 30, 1913, in Liber W.F.W., No. 3, folio 477, a Land Record Book for Queen Anne's County, Maryland. It should be noted, however, that the tax assessment record for instant property was changed in 1914 from Olin Burris to Braddy Sammons, the aforesaid records of Queen Anne's County, however, fail to disclose a deed or other conveyance or transfer of property from Burris to Sammons.

That the records in the Clerk of the Court and Register of Wills for Queen Anne's County reveal no subsequent instruments affecting the title to the aforesaid properties.

That your Affiant has neither learned or knows of any other claimants to the aforesaid properties except as above set forth.

Given under my hand and seal this 20th day of April, 1959.

JAMES E. THOMPSON JR (SEAL)
James E. Thompson, Jr.

Subscribed and sworn to before me this 20th day of April, 1959.

NOTARY
PUBLIC
SEAL

BEVERLY C. LARRIMORE
Notary Public

Filed April 21, 1959

ORDER OF PUBLICATION

Filed April 21, 1959

JAMES E. THOMPSON, JR., SOLICITOR

ORDER OF PUBLICATION

W. EDWIN CROUCH *
123 N. Washington Street
Easton, Maryland *

vs. *

SARAH GREEN *
18 Durling Place
Oyster Bay, New Jersey, *
and all persons having or claiming to
have any interest in the property in the *

Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on the Stevensville-Love Point Road adjoining the lands of or formerly of Philip Grollman, and assessed to Sarah Green.

ANNA M. BROWN, (Also known as ANNIE M. BROWN) c/o Emma Brown
Sudlersville, Maryland,
and all persons having or claiming to have any interest in the property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Carson Corners adjoining the lands of (or formerly of) Harvey Thomas, assessed to Annie M. Brown

CHARLES E. NICKERSON
22 Elm Place
Amiteyville, New York
and all persons having or claiming to have any interest in the property located in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Romancoke, adjoining the lands of or formerly of Margaret Hines, and assessed to Charles E. Nickerson

JONATHAN JONES
Millington, Maryland
WILLIAM A. FELTON
(Address Unknown)
and all persons having or claiming to have any interest in the property located in the Seventh Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of) Herbert Willis, and assessed to Jonathan Jones

WILLIAM NICHOLSON
1219 Tatmall Street
Wilmington, Delaware
and all persons having or claiming to have any interest in the property in the Fifth Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located in Grasonville, adjoining the lands of or formerly of Edgar Bryan, and assessed to William Nicholson

OLIN BURRIS
(Address Unknown)
BRADDY SAMONS (Also known as BRADY SAMMONS)
128 West 2nd Street
Rancocas, New Jersey
and all persons having or claiming to have any interest in the property in the First Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Anderson's Corner-Templeville Road, adjoining the lands of or formerly of Medford Starkey, and assessed to Braddy Sammons.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity
No. 4245

* * * * * * * * * * * * * * * * * *

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described properties, which were sold by Charles E. Anthony, Sr., Treasurer and Collector of Taxes for Queen Anne's County, Maryland, on May 21, 1957, to the Complainant in this proceeding.

PARCEL NO. 1: All that property in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on the Stevensville-Love Point Road adjoining the lands of or formerly of Philip Grollman, and assessed to Sarah Green.

PARCEL NO. 2: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Carson Corners, adjoining the lands of (or formerly of) Harvey Thomas, assessed to Annie M. Brown.

PARCEL NO. 3: All that property located in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Romancoke, adjoining the lands of or formerly of Margaret Hines, and assessed to Charles E. Nickerson.

PARCEL NO. 4: All that property located in the Seventh Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of) Herbert Willis, and assessed to Jonathan Jones.

PARCEL NO. 5: All that property located in the Fifth Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located in Grasonville, adjoining the lands of or formerly of Edgar Bryan, and assessed to William Nicholson.

PARCEL NO. 6: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located in Anderson's Corner-Templeville Road, adjoining the lands of or formerly of Medford Starkey, and assessed to Braddy Sammons.

The Bill states among other things that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale has expired.

IT IS THEREUPON, this 21st day of April, 1959, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that notice be given by insertion of a copy of this Order in some newspaper, having a general circulation in Queen Anne's County, once a week for four successive seeks, warning all persons interested in said properties to be and appear in this Court by the 23rd day of June, 1959, and redeem any or all of the respective properties, and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainant a title free and clear of all encumbrances.

THOS J. KEATING JR.
JUDGE

Filed April 21, 1959

SUBPOENA IN CASE

Filed April 30, 1959

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Place of SEAL.

TO Anna M. Brown (Also known as Annie M. Brown)
c/o Emma Brown
Sudlersville, Maryland,

GREETINGS:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of May next and ending June 23, 1959 thereafter cause your answer or other defense to be filed to the complaint of W. Edwin Crouch, 123 N. Washington Street, Easton, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail no, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of January, 1959.

Issued the 21st. day of April, 1959.

TO THE DEFENDANT (S):

Your are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 23rd. day of June, 1959, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your ritht of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr.

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Telephone 796-Centreville

And on the back of the aforegoing Subpoena is the following endorsement:

NON-EST

4-22-1959

Frank Y. Whiteley, Sheriff

Filed April 30, 1959

SUBPOENA

Filed Aprol 30, 1959

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Place of SEAL.

TO Jonathan Jones
Millington, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of May next and ending June 23, 1959 thereafter cause your answer or other defense to be filed to the complaint of W. Edwin Crouch, 123 N. Washington Street, Easton, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of January, 1959.

Issued the 21st. day of April, 1959.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 23rd. day of June, 1959, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 796-Centreville

And on the back of the aforegoing Subpoena is the following endorsement:

NON-EST

4-22-1959

Frank Y. Whiteley, Sheriff

Filed April 30, 1959

SUBPOENA

Filed June 18, 1959

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Place of SEAL.

TO Anna M. Brown (Also known as Annie M. Brown)
c/o Emma Brown
Sudlersville, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending June 23, 1959 thereafter cause your answer or other defense to be filed to the complaint of W. Edwin Crouch, 123 N. Washington Street, Easton, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of January, 1959.

Issued the 17th. day of June, 1959.

TO THE DEFENDANT(S):

You are required to file your answer to the Bill of Complaint in the Clerk's Office of Queen Anne's County on or before the 23rd. day of June, 1959, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant (s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Telephone 796-Centreville

And on the back of the aforegoing Subpoena is the following endorsement:

NON-EST 6-18-1959

Frank Y. Whiteley, Sheriff

Filed June 18, 1959

SUBPOENA

Filed June 18, 1959

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Place of SEAL.

TO Jonathan Jones
Millington, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending June 23, 1959 thereafter cause your answer or other defense to be filed to the complaint of W. Edwin Crouch, 123 N. Washington Street, Easton, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of January, 1959.

Issued the 17th. day of June, 1959.

TO THE DEFENDANT(S):

You are required to file your answer to theBill of Complaint in the Clerk's Office of Queen Anne's County on or before the 23rd, day of June, 1959, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr.

Address Centreville, Maryland
Phone 796-Centreville

And on the back of the aforegoing Subpoena is the following endorsement:

NON-EST 6-18-1959

Frank Y. Whiteley, Sheriff

Filed June 18, 1959

ORDER OF PUBLICATION

Filed June 27, 1959

JAMES E. THOMPSON, JR.,
Solicitor

Order of Publication

W. EDWIN CROUCH
123 N. Washington Street
Easton, Maryland
vs.

SARAH GREEN
18 Durling Place
Oyster Bay, New Jersey

and all persons heving or claiming to have any interest in the property in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on the Stevensville-Love Point Road, adjoining the lands of (or formerly of Philip Grollman, and assessed to Sarah Green.

ANNA M. BROWN, (Also known
as ANNIE M. BROWN)
c/o Emma Brown
Sudlersville, Maryland,

and all persons having or claiming to have any interest in the property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Carson Corners, adjoining the lands of (or formerly of Harvey Thomas, assessed to Annie M. Brown.

CHARLES E. NICHERSON
22 Elm Place
Amiteyville, New York

and all persons having or claiming to have any interest in the property located in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Romancoke, adjoining the lands of (or formerly of) Margaret Hines, and assessed to Charles E. Nickerson.

JONATHAN JONES
Millington, Maryland
WILLIAM A. FELTON
(Address Unknown)

and all persons having or claiming to have any interest in the property located in the Seventh Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of Herbert Willis, and assessed to Jonathan Jones.

WILLIAM NICHOLSON
1219 Tatnall Street
Wilmington, Delaware

and all persons having or claiming to have any interest in the property in the Fifth Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located in Grasonville, adjoining the lands of (or formerly of) Edgar Bryan, and assessed to William Nicholson.

OLIN BURRIS
(Address Unknown)
BRADDY SAMMONS (Also known
as BRADY SAMMONS)
128 West 2nd Street
Rancocas, New Jersey

and all persons having or claiming to have any interest in the property in the First Election District, Queen Anne's County, Maryland, and described as all thatlot or parcel of land located on Anderson's Corner-Templevelle Road, adjoining the lands of (or formerly of) Medford Starkey, and assessed to Braddy Sammons.

In The Circuit Court For
Queen Anne's County
In Squity

No. 4245

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described properties, which were sold by Charles E. Anthony, Sr., Treasurer and Collector of Taxes for Queen Anne's County, Maryland, on May 21, 1957, to the Complainant in this proceeding.

PARCEL NO. 1: All that property in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on the Stevensville-Love Point Road, adjoining the lands of (or formerly of) Philip Grollman, and assessed to Sarah Green.

PARCEL NO. 2: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Carson Corners, adjoining the lands of (or formerly of) Harvey Thomas, assessed to Annie M. Brown.

PARCEL NO. 3: All that property located in the Fourth Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located near Romancoke, adjoining the lands of (or formerly of) Margaret Hines, and assessed to Charles E. Nickerson.

PARCEL NO. 4: All that property located in the Seventh Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Kirby Landing Road, adjoining the lands of (or formerly of) Herbert Willis, and assessed to Jonathan Jones.

PARCEL NO. 5: All that property located in the Fifth Election District, Queen Anne's County, Maryland, and described as all that lot or parcel of land located in Grasonville, adjoining the lands of (or formerly of) Edgar Bryan, and assessed to William Nicholson.

PARCEL NO. 6: All that property located in the First Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land located on Anderson's Corner-Templeville Road, adjoining the lands of (or formerly of) Medford Starkey, and assessed to Braddy Sammons.

The Bill states among other things that the amounts necessary for redemption have not been paid although more than a year and a day from thedate of sale has expired.

IT IS THEREUPON, this 21st day of April, 1959, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that notice be given by insertion of a copy of this ORDER in some newspaper, having a general circulation in Queen Anne's County, once a week for four seccessive weeks, warning all persons interested in said properties to be and appear in this Court by the 23rd day of June, 1959, and redeem any or all of the respective properties, and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainant a title free and clear of all encumbrances.

THOS. J. KEATING, JR., Judge

Filed April 21, 1959

True Copy
Test:

T. SORDEN PIPPIN, Clerk

Queen Anne's Record-Observer

Centreville, Md., May 27, 1959

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the case of W. Edwin Crouch vs. Sarah Green 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 4 successive weeks before the 23rd day of June, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23rd day of April 1959, and the last insertion on the 14th day of May, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DEE N. LUFF

Filed June 27, 1959

CERTIFICATE OF SERVICE

Filed June 27, 1959

W. EDWIN CROUCH	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY
	*	
SARAH GREEN, et al	*	In Equity No. 4245

* * * * * * * * * * * *

I HEREBY CERTIFY that copies of the Order of Publication in the above-entitled proceedings were mailed to Sarah Green, Charles Nickerson, William Nicholson and Braddy Sammons, who are all of the non-resident defendants in the above-entitled proceedings, whose addresses are known. Said notices were mailed to the Defendants' last known addresses. Receipts for mailing for all of the above are attached hereto as are the return receipts for Braddy Sammons, Sarah Green, and Charles Nickerson. The letter addressed to William Nicholson was returned marked"unknown".

I HEREBY FURTHER CERTIFY that after a diligent search, I was unable to locate addresses for William A. Felton and Olin Burris.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Attorney for Plaintiff

Filed June 27, 1959

And attached to the aforegoing Certificate are three post office receipts of Certified mail for and return receipts from Braddy Sammons, Sarah Green and Charles Nickerson and Certified letter addressed to William Nicholson endorsed by post office "Address Unknown".

DECREE

Filed July 1, 1959

W. EDWIN CROUCH	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
SARAH GREEN, et al	*	In Equity No. 4245

* * * * * * * * * * * * * *

DECREE

It appearing that the Defendants and all persons claiming through or under them, have been duly summoned or notified by Order of Publication to appear and answer the Bill of Complaint filed in this cause on or before the 23rd day of June, 1959, and it further appearing that no such persons have appeared and answeree, and this cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON this 1st day of July, 1959, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that an absolute and indefeasible title in fee simple, free and clear of all alienations and descents of property occurring prior to this date,and free and clear of all encumbrances thereon, (except taxes accruing subsequent to the date of sale, and such public easements, if any, to which the property is subject), in and to all those several lots or parcels of land described in these proceedings, is vested in the Complainant, W. Edwin Crouch.

AND IT IS FURHTER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Treasurer and Collector of Taxes for Queen Anne's County be and he is hereby directed to execute a deed to W. Edwin Crouch, in fee simple, for all those several lots or parcels of land described in these proceedings, upon payment to the said collector of the balance of the several purchase prices due on account of the purchase prices of the several lots or parcels of land, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale; said deed to be prepared by the Complainant or his attorney, and all expenses incident to the preparation and execution of said deed are to be paid by the Complainant.

THOS. J. KEATING JR.
JUDGE

Filed July 1, 1959

: : : : : : : : : : : : : : : : :
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourteenth day of June in the year nineteen hundred and fifty-seven the following Order To Docket Suit and Military Affadavit was filed for record, to wit:

J. ELMER THOMPSON, JR. Centreville, Maryland	*	IN THE
	*	CIRCUIT COURT
CHARLES E. WHEELER Easton, Maryland, Trustees, Mortgagees	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.	*	In Equity
H. RAYMOND ADAMS GERTRUDE B. ADAMS, his wife Queenstown, Maryland	*	No. 4120
Defendants	*	

****** ******

ORDER TO DOCKET SUIT

TO T. SORDEN PIPPIN, CLERK:

You will docket suit for the foreclosure of the Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, dated July 7, 1956, recorded July 7, 1956, in Liber T.S.P. No. 29, Folio 53, a Land Record Book for Queen Anne's County, and file in the cause a certified copy of said Mortgage, default having occurred in the terms of the Mortgage by non-payment of both principal and interest on the Mortgage loan.

J. ELMER THOMPSON JR.
J. Elmer Thompson, Jr.

CHARLES E. WHEELER
Charles E. Wheeler, Mortgagees

Filed June 14, 1957

THIS IS TO CERTIFY that on this 14th day of June, 1957, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Elmer Thompson, Jr., Trustee, one of the Mortgagees herein, and made oath in due form of law that after diligent inquiry it has been found that the Defendants, H. Raymond Adams and Gertrude B. Adams, his wife, both of whom reside in Queen Anne's County, State of Maryland, are not now in the military service of the United States as defined by The Soldiers and Sailors Civil Relief Act of 1940, nor have they been in such service within three months prior hereto.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed June 14, 1957

CERTIFIED COPY OF MORTGAGE

Filed June 14, 1957

#37,713 LIBER 29 PAGE 53

RECEIVED FOR RECORD July 7, 1956

SECOND PURCHASE MONEY

THIS/MORTGAGE, Made this 7th day of July in the year nineteen hundred and fifty-six, by and between H. RAYMOND ADAMS and GERTRUDE B. ADAMS, his wife, of Queen Anne's County, State of Maryland, hereinafter called called Mortgagors, and J. ELMER THOMPSON, JR. and CHARLES E. WHEELER, Trustees, hereinafter called Mortgagees.

WHEREAS, the Mortgagors herein are this day justly and bona fide indebted unto the said Mortgagees herein in the principal sum of NINETY THOUSAND ($90,000.00) DOLLARS, to be repaid in Sixty (60) days from the date hereof with interest at the rate of Six (6%) per cent per annum, payable at maturity; to secure the payment of said principal and interest aforesaid, these presents are made and execured.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of Five ($5.00) Dollars, the said Mortgagors do grant, convey and assign unto the said Mortgagees, their successors and assigns, all those lots of ground situate and lying in the Fifth Election District of Queen Anne's County, State of Maryland, more particularly described in a First Purchase Money Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to First Federal Savings and Loan Association of Easton, a body corporate, duly incorporated, dated July 7, 1956 and about to be recorded among the Land Records of the Circuit Court for Queen Anne's County, immediately prior hereto.

AND the Mortgagors herein, hereby bargain and sell unto the Mortgagees herein the following personal property: All livestock, equipment and farm machinery located on or at the aforesaid real property (including, but not limited to:

14 Steers (mail and female
3 Young Bulls
33 1-year old heifers
18 4-8 month heifers
5 3-4 week old calves
Milk cows as follows:

Ear Tag	Breed	Age
321363	H	5
39623	G	6
128890	G	8
Tatto	G	4
678357	G	4
489499	G	6
321365	H	5
T - 044	G	4
251041	G	7
240999	G	12
551665	G	5
T- 042	G	6
T- 38	G	4

Milk Cows (con't.)

106350	H	6
T - 057	G	3
T - 062	G	3
352728	G	3
106351	H	6
80546	G	7
2440	H	8
132278	G	7
323118	G	4
53805	H	6
606220	H	5
41677	G	10
T - 056	G	3
T - 047	G	5
269290	G	4
250567	H	6
678354	G	5
70368	G	8
T - 46	G	5
511484	G	7
720224	G	6
221119	G	6
678355	G	4
t - 43	G	5
547095	G	5
250566	H	6
T - 056	G	8
27387	G	8
553893	G	9
4083	G	8
720223	G	5
649931	H	7
7220222	G	5
301894	G	7
311130	G	4
646542	M	5
629498	G	4
49	G	3
364585	G	6
200533	G	7
420836	H	9
Bull Reformid	G	
Bull 3906	G	

Milk Cows (con't)

Bull Royal	G	7
B 720207	G	3
352729	G	2
387543	G	2
720208	G	2
352736	H	2
352726	G	2
352737	G	2
387550	G	2
720209	G	2
720210	G	2
387548	G	2
387546	G	2
387547	H	2
352734	G	2
352735	G	2
352732	H	2
352731	G	2
352733	G	2
387543	H	2
250565	H	5

Milk Cows (con't.)

Tatto - 38	G	6
B 70556	G	6
3904	G	5
646634	G	4
2441	H	5
568464	G	6
538052	G	5
39790	G	7
72 204	G	5
355954	G	6
720203	G	3
T - 045	G	4
T - A17	G	7
4084	H	10
110528	H	6
388544	G	3
244	G	10
321364	H	4
720202	G	4
600140	G	6
720206	G	4

Machinery

1 McCormick Derring Manure Loader
1 John Deere Tractor Mower
1 Lime Spreader
2 John Deere Elevators
1 Tractor Saw
1 Tractor Sprayer
1 John Deere Combine
1 Subsoiler
1 International Scraper
1 McCormick Deering Corn Sheller
1 Platform Scale
1 Farmall "A" Tractor
1 Tractor Manure Spreader
1 Feed Cart
2 Milk Coolers
1 Electric Hot Water Heater
1 Lot of Milk Cans
2 Washtubs
4 Units of Milkers
1 Can Rack
1 Lot of Buckets
2 McCormick Deering Tractor
1 W.D. Allis Chalmers Tractor
2 Discs - 1 McCormick & 1 John Deere
1 John Deere Steel Drags
1 McCormick Steel Drag
1 16 tine Ontario Drill
1 Field Harvestor - Allis Chalmers
1 13 Tine McCormick Drill
1 Manure Spreader
1 Side Delivery Rake
1 Dodge 2½ Ton Truck (1949)
1 GMC Pick-Up Truck (1953)
1 Jeep Pick-Up Truck (1953)
1 Culti-packer
1 New Idea Tractor Mower
1 4 Rower Allis Chalmers Corn Planter with Fertilizer Attachment
1 4 Rower Allis Chalmers Cultivator
1 Tractor Manure Spreaser
4 Rubber Tire Wagons
2 Side Delivery Rakes
2 Grain Bodies for Wagon
1 Allis Chalmers Blower
1 Set Allis Chalmers (3-14) Bottom Plows (3-14 in
1 Set Coninent 3-14 Bottom Plows
1 Unloader for Grain Wagon

1 2 Rower International Corn Picker
1 New Holland Baler
1 New Idea Tractor Mower
1 2 Unit Set of Empire Milkers
1 20 Can Milk Cooler
1 Milk Can lift
1 Washtub
1 Steel Can Rack
1 Garden Mower
5 Garden Tractors

Other Stock

19 Brood Pigs
2 Registered Bores
29 Small Pigs

TOGETHER with 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.

PROVIDED, that if the Mortgagors, H. Raymond Adams and Gertrude B. Adams, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their successors, or assigns, the aforesaid sum of Ninety thousand ($90,000.00) and all interest thereon accured, as above set forth, when and aw the same may be due and payable, and shall perform all the covenants, conditions and agreements hereon 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 Mortgagors H. Raymond Adams and Gertrude B. Adams, his wife, their heirs and assigns, shall possess said property.

AND the Mortgagors, H. Raymond Adams and Gertrude B. Adams, his wife, their heirs, executors and administrators and assigns hereby covenant with the Mortgagees, their successors, executors, administrators and assigns, as follows:

1. 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

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their successors, or assigns, and to have the said policy so framed or endorsed that the proceeds arising from said policy or policies in case of loss or damage, shall be applied to the payment of the money secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Weeler, Trustees, their successors or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagor should file a voluntary petition in bankruptcy, or make an assignment for the fenefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their successors, or assigns, or their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and 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 of 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 in the following manner, to wit:

First, to the payment of 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, and a fee of One hundred ($100.00 Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether to same shall have then matured or not;

Third, to pay the balance to the person or persons then entitled to the same.

to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their successors, or assigns, or their said Attorney, shall 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 Mortgagors, H. Raymond Adams, and Gertrude B. Adams, his wife, their heirs, executors, administrators, and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinabove expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchase of said property, as part thereof,

7. THAT the Mortgagors, H. Raymond Adams and Gertrude B. Adams, his wife, their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST:

CAROLINE S. BODENBENDER
Caroline S. Bodenbender

(H. RAYMOND ADAMS (SEAL)
(H. Raymond Adams
(
(GERTRUDE B. ADAMS (SEAL)
(Gertrude B. Adams

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

I HEREBY CERTIFY that on this 7th day of July, in the year one thousand nine hundred anf fifty-six before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Talbot, personally appeared H. Raymond Adams and Gertrude B. Adams,his wife, and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared Charles E. Wheeler, one of the 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.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public
Seal
My Commission expires May 6, 1957

CAROLINE S. BODENBENDER Notary Public
Caroline S. Bodenbender

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 29, folios 53 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 14th day of June, in the year nineteen hundred and fifty-seven.

Court Seal. T. SORDEN PIPPIN Clerk

BOND

Filed June 26, 1957

Queen Anne's County, to wit: Be it remembered that on this Twenty-sixth day of June, in the year nineteen hundred and fifty-seven, the following Bond was filed for record, to wit:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustee, as principals, and Hartford Accident and Indemnity Company, Inc., a body corporate of the State of Connecticut, are held and firmly bound unto the State of Maryland in the full and just sum of Sixty Thousand and No/100 ($60,000.00) Dollars, current money of the United States to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we hereby bind ourselves, our and each of our heirs, administrators executors and successors in the whole and for the 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 Fifty-seven.

Whereas, the said J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgages in a certain Mortgage to them from H. Raymond Adams and Gertrude B. Adams, his wife, dated July 7, 1956, in Liber T.S.P. No. 29, Folio 53, a Land Record Book for Queen Anne's County, Maryland, are about to make sale of the real estate and personal property described in said Mortgage under the power of sale therein contained, default having occurred in the terms of said Mortgage, and have docketed suit in the Circuit Court for Queen Anne's County, in Equity, for foreclosure as will appear by reference to the proceedings in said Court entitled "J. Elmer Thompson, Jr., and Charles E. Wheeler, Trustee, Mortgages vs. H. Raymond Adams and Gertrude B. Adams, his wife."

Now the condition of the above obligation is such that if the above bounden J. Elmer Thompson, Jr. and Charles E. Qheeler do, and shall well and faithfully fulfill any order or decree which shall be made by said Court in relation to the sale of the Mortgages premises and personal property or the process thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

BEVERLY C. LARRIMORE as to J. ELMER THOMPSON, JR. (SEAL)
J. Elmer Thompson, Jr.

BEVERLY C. LARRIMORE as to CHARLES E. WHEELER (SEAL)
Charles E. Wheeler
Trustees

HARTFORD ACCIDENT AND INDEMNITY COMPANY

BOBBIE McCARTER as to By: DOUGLAS H. GEER (SEAL)
Bobbie McCarter
Douglas H. Geer, Attorney-in-Fact
Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed June 26, 1957.

T. Sorden Pippin, Clerk

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 232, 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 16th day of July, in the year nieteen hundred and fifty-seven.

T. Sorden Pippin Clerk

Clerk's Seal.

REPORT OF SALE

Filed July 16, 1957

J. ELMER THOMPSON, JR. Centreville, Maryland CHARLES E. WHEELER Easton, Maryland, Trustees, Mortgagees Plaintiffs vs. H. RAYMOND ADAMS and GERTRUDE B. ADAMS, his wife Queenstown, Maryland Defendants	* * * * * * * * * * **********	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4120

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Charles E. Wheeler and J. Elmer Thompson, Jr., Mortgagees, unto your Honors, respectfully shows:

1. That under and by virtue of the power of sale contained in a Second Purchase Money Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, Jr., and Charles E. Wheeler, Trustees, dated the 7th day of July, 1956, and recorded the 7th day of July, 1956, in Liber T.S.P. No. 29, Folio 53, a Land Record Book for Queen Anne's County, Maryland, default having occurred in the terms of said Mortgage, the aforesaid Mortgagees did docket in this Honorable Court suit for foreclosure.

2. That pursuant to the power of sale contained in said Second Purchase Money Mortgage, the Mortgagees advertised the time, place, manner and terms of sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty (20) days prior to July 16th, 1957, as will appear by reference to the Certificate of Advertisement of Sale filed in these proceedings.

3. That the Mortgagees prior to making said sale filed in these proceedings a bond in the penalty of Sixty Thousand Dollars ($60,000.00), with corporate surety thereon, which said bond was fuly approved by the Clerk of Court.

4. That your Mortgagees, pursuant to said advertisement, at 1:30 o'clock P.M. Daylight Saving Time, on Tuesday, July 16th, 1957, in front of the Court House door, offered the real estate described in said advertisement for sale at public auction, subject to a First Purchase Money Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to First Federal Savings and Loan Association of Easton in the face amount of One Hundred Fifteen Thousand Dollars ($115,000.00), with interest at the rate of 5½%, dated the 7th day of July, 1956, recorded the 7th day of July, 1956, in Liber T.S.P. No. 29, Folio 45, a Land Record Book for Queen Anne's County, Maryland, by J. Elmer Anthony, Auctioneer.

5. That at the time and place aforesaid the property was sold to G. Loutrell Timanus at and for the sum of Forty Thousand Dollars ($40,000.00), subject to the aforesaid First Mortgage, which was the highest bid therefor, subject to the ratification of this sale by this Honorable Court, and the said buyer paid the sum of Five Thousand Dollars ($5,000.00) as down payment on the aforesaid property and secured the balance or the sum of Thirty-five Thousand Dollars ($35,000.00) to the satisfaction of the Mortgagees upon the advertised terms of sale.

6. That your Mortgagees believe that the price obtained for the above parcels of land is the best price obtainable for said property.

J. ELMER THOMPSON JR.
J. Elmer Thompson, Jr.

CHARLES E WHEELER
Charles E. Wheeler, Mortgagees

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

I HEREBY CERTIFY, that on this 16th day of July, 1957, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Elmer Thompson, Jr. and Charles E. Wheeler, Mortgagees in the aforesaid matter and made oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed July 16, 1957

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
OF REAL ESTATE

Filed July 16, 1957

MORTGAGE SALE
OF VALUABLE
REAL ESTATE

Situate in the Fifth Election District of Queen Anne's County
Near Bryantown

Under and by virtue of the Power of Sale contained in a Second Purchase Money Mortgage from H. Raymond Adams and Gertrude E. Adams, his wife, unto J. Elmer Thompson, Jr., and Charles E. Wheeler, Trustees, dated the 7th day of July, 1956, recorded the 7th day of July, 1956, in Liber T.S.P. No. 29, Folio 53, a Land Record Book for Queen Anne's County, default having occurred in the terms of said Mortgage by the non-payment of principal and suit having been docketed in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, the undersigned Mortgagees will offer at public sale to the highest bidder, in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, JULY 16th, 1957

at 1:30 o'clock p.m. (DST), all of the following described real estate, to wit:

ALL those lots of ground situate and lying in the Fifth Election District of Queen Anne's County, in said State, known as "Sportsman Hall Farm," and described as follows:

PARCEL NO. 1: Beginning for the same at a stone on Greenwood Creek; and running thence S 20 deg. W, 12 perches; thence S 37 deg. W, 16 perches; thence S 23 deg. W, 24 perches; thence S, 20 perches; thence S 15 deg. E, 13 perches; thence S 20 deg. W, 14 perches; thence S 71 deg. E, 12 perches; thence N 46 deg. E, 13 perches; thence S 66 deg. E, 14 and ½ perches; thence N 58 deg. E. 14 perches; thence S 23 deg. E, 130 and ½ perches; thence S 40 deg. 45 min. E, 7 and 1/10 perches; thence S 35 deg. 30 min, E, 16 perches; thence S. 44 deg, E, 10 and ½ perches; thence S 15 deg. E, 10 perches; thence S 32 deg. E, 42 perches; thence N 14 deg. W, 20 and ½ perches; thence N 44 perches; thence N 4 deg. W, 20 perches; thence N 18 deg. E, 34 perches; thence N 76 deg. E, 35 perches; thence N 11 deg. W, 38 perches; thence N 57 deg. W, 20 perches; thence N 22 deg. E, 8 and ½ perches; thence N 73 deg. E, 24 perches; thence N 28 deg. W, 40 perches; thence N 53 deg. E, 14 perches; thence N 14 perches; thence N 76 deg. W to the beginning aforesaid; containing 142 acres and 24 perches of land more or less.

PARCEL NO. 2: 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 public road leading from Bryantown to Bennett's Point, and more particularly described by metes and bounds, courses and distances, according to a certificate of survey and plat made in August, 1939, and revised February 16, 1940, by Robert J. Barkley, engineer and surveyor, as follows to wit: Beginning at a concrete monument set in the easterly side of the Bennett's Point Road on the line of lands of G. Loutrell Timanus, and running, thence (1) along said Timanus' land, S 24 deg. 07 min, 57 sec. E, 418.78 ft. to a point; thence (2) by annex line hereby established dividing this land from other lands of H. Kehm and wife, N 66 deg. 37 min. W, 208.8 ft. to a point in the aforesaid easterly side of said Bennett's Point Road; and thence (3) by said side of said Road, N 03 deg. 54 min. 19 sec. E, 300 ft. to the said place of beginning, containing 0.679 acres of land, more or less.

PARCEL NO. 3: Beginning for the same at a stone now or formerly there laid on the west side of the public road leading from Queenstown-Kent Island State Road to Bennett's Point; and running from thence (1) N 89 deg. W, 219 and 4/10 perches to a stone now or formerly there laid and the land now or formerly of Eugene L. Dudley; thence (2) S, 110 perches to the lands now or formerly of Benjamin Carr; thence (3) with said land and the land now or formerly of Roberta W. Delahay, S 88 deg. 15 min. E, 219 and ½ perches to the said Public Road leading from the said State Road to Bennett's Point; and thence (4) with said road 112 and 8/10 perches to the place of beginning; containing 153 acres and 1 perch of land, more or less, and known as Bennett's Point Road Farm.

SAVING AND EXCEPTING from the above tracts or parcels of land, 3 perches of land conveyed by G. L. Timanus and Helen M. Timanus, his wife, to The County Commissioners of Queen Anne's County, recorded respectively in Liber T.S.P. No. 15, Folio 189, Liber T.S.P.,No. 24, Folio 383, etc., Liber T.S.P. No. 15, Folio 254, Land Record Books for Queen Anne's County, Maryland.

PARCEL NO. 4: All those parcels, tracts or parts of tracts of land now composing the farm known as, or formerly known as, the "Crowder Farm", the "Schiffer Farm", "Russel Dale" or the "Bryan Farm", situate inPiney Neck, on both side of the public road leading from Queenstown to Bennett Point in the Fifth Election District of Queen Anne's County, State of Maryland, bounded by lands of Monumental Corporation, the lands of Covert F. Crowder and wife, Wye River, the aforesaid public road and Greenwood Creek, containing 254.058 acres of land, more or less.

SAVING AND EXCEPTING FROM THE SAME HOWEVER all that pice or parcel or tract of land described as follows, that is to say: Beginning for the same at a concrete monument in the Westerly right of way line of the public road leading from Queenstown to Bennett Point and being the beginning point for Parcel No. 4 of Tract No. 1 as described in a deed from Monumental Corporation to G. Loutrell Timanus, et al, dated September 1, 1955, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 24, Folio 44, etc., and running thence by and with the Westerly side of the above mentioned public road S 26 deg. 29 min. W, 156.69 feet to a point on a new division line hereby being established; thence by and with said hereby newly established division line the 8 following courses and distances: (1) N 80 deg. 19 min. W, 400.68 feet to a point; (2) S 50 deg. 23 min. W, 1095.26 feet to a point; (3) S 52 deg. 37 min. E, 48.00 feet to a point; (4) By and with an arc whose radius is 350 feet and whose chord is S 09 deg. 54

min. W, 621.05 feet to a point; (5) S 72 deg. 26 min. W, 203 feet to a point; (6) S 31 deg. 50 min. E, 451.39 feet to a point; (7) S 07 deg. 21 min. W, 927.81 feet to a point; (8) S 63 deg. 15 min. E, 62,78 feet to a point on the Westerly side of the aforementioned Queenstown to Bennett Point public road.

Thence by and with the Westerly side of said road S 26 deg. 29 min. W, 452.39 feet to a concrete monument which marks the end of the first line of Parcel No. 4 of Tract No. 1 hereinabove referred to and being the Northerly side of a private road referred to in the description of Parcel No. 4 of Tract No. 1 hereinabove referred to; thence by and with the Northerly right of way line of said private road the eleven (11) following courses and distances: (1) By and with an arc whose radius is 252.75 feet and whose chord is N 13 deg. 05 min. W, 330.92 feet to a point; (2) N 27 deg. 48 min. E, 156.43 feet to a point; (3) N 07 deg. 21 min. E, 866.00 feet to a point; (4) N 31 deg. 50 min. W, 398.00 feet to a point; (5) By and with an arc whose radius is 150.00 feet and whose chord is N 20 deg. 18 min. E, 236.83 feet to a point; (6) N 72 deg. 26 min. E, 203.00 feet to a point; (7) By and with an arc whose radius is 200.00 feet and whose chord is N 09 deg. 54 min. E, 354.88 feet to a point: (8) N 52 deg. 37 min. W, 48 feet to a point; (9) By and with an arc whose radius is 150.00 feet and whose chord is N 00 deg. W, 235.24 feet to a point; (10) N 50 deg. 23 min. E, 1164.09 feet to a point; (11) S 80 deg. 19 min. E, 514.80 feet to the place of beginning, in accordance with a survey and plat thereof prepared by J. Roy McCrone, Jr., and Associates, Inc., dated June, 1956.

BEING the same and all of the properties described and conveyed in a deed from G. L. Timanus and Helen M. Timanus, his wife, to H. Raymond Adams and Gertrude B. Adams, his wife, as tenants by the entireties, dated July 7, 1956, recorded July 7, 1956, among the land record books for Queen Anne's County in Liber T.S.P. No. 29, Folio 32, etc., and in a deed from Albert F. Wheltle and Ruth M. Wheltle, his wife to H. Raymond Adams and Gertrude B. Adams, his wife, as tenants by the entireties, dated July 5, 1956, recorded July 7, 1956, among the land record books for Queen Anne's County in Liber T.S.P. No. 29, Folio 42, etc., the latter deed being a deed of the reversionary interest in Parcel No. 1 made for the purpose of extinguishing the ground rent to which that parcel has been subject; to which said deeds reference should be made for a more complete description.

ALL OF THE ABOVE PROPERTY IS BEING SOLD SUBJECT TO A FIRST PURCHASE MONEY MORTGAGE FROM H. RAYMOND ADAMS AND GERTRUDE B. ADAMS, HIS WIFE, TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF EASTON IN THE FACE AMOUNT OF $115,000.00, WITH INTEREST AT THE RATE OF 5½%, PAYABLE WITH INTEREST IN QUARTERLY INSTALLMENTS OF $2,827.22 EACH, DATED THE 7th DAY OF JULY, 1956, AND RECORDED THE 7th DAY OF JULY, 1956, IN LIBER T.S.P. NO. 29, FOLIO 45, A LAND RECORD BOOK FOR QUEEN ANNE'S COUNTY.

TERMS OF SALE

Whole price may be paid in cash on day of sale or a cash deposit of $5,000.00 shall be paid on the day of sale, the balance in ratification of sale by said Court, said balance to bear interest at the rate of 6% from day of sale and to be secured to the Trustees' satisfaction, Full possession will be given to the purchaser on ratification of sale and payment of the purchase price in full. All taxes and other public charges to be adjusted to day of sale. Title papers, revenue stamps and costs of recording deed to be at purchaser's expense.

J. ELMER THOMPSON, JR.

CHARLES E. WHEELER
Trustees
Mortgagees

J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 16, 1952

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Sale of Valuable Real Estate in the estate of H. Raymond Adams and Gertrude E. Adams, his wife. 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 4 successive weeks before the 16th day of July, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of June 1957, and the last insertion on the 11th day of July, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed July 16, 1957

ORDER NISI

Filed July 19, 1957

NISI

J. Elmer Thompson, Jr., Centreville, Maryland Charles E. Wheeler, Easton, Maryland, Trustees, Mortgagees, Plaintiffs VS. H. Raymond Adams and Gertrude B.Adams, his wife, Queenstown, Maryland Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4120

ORDERED, this 19th. day of July, 1957, that the sale of real estate and personal property made and reported in this cause by J. Elmer Thompson, Jr., and Charles E. Wheeler, trustees, mortgagees, be ratified and confirmed, on or after the 16th. day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 25th. day of July 1957, and ending on the 8th.day of August 1957.

The report states the amount of real estate sales to be $40,000.00.

The report states the amount of personal property sales to be $19,437.11.

T. SORDEN PIPPIN Clerk

Filed: July 19, 1957

NISI

Filed August 13, 1957

NISI

J. Elmer Thompson, Jr.,
Centreville, Maryland
Charles E. Wheeler,
Easton, Maryland
Trustees, Mortgagees,
Plaintiffs

vs.

H. Raymond Adams and
Gertrude B. Adams,his wife,
Queenstown, Maryland
Defendants

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

No. 4120

ORDERED, this 19th day of July, 1957, that the sale of real estate and personal property made and reported in this cause by J. Elmer Thompson, Jr., and Charles E. Wheeler, trustees, mortgagees, be ratified and confirmed, on or after the 16th day of August, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 25th day of July, 1957, and ending on the 8th day of August, 1957.

The report states the amount of real estate sales to be $40,000.00.

The report states the amount of personal property sales to be $19,437.11

T. SORDEN PIPPIN, Clerk

Filed: July 19, 1957.

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 13, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case/estate of J. Elmer Thompson, Jr., Charles E. Wheeler, Trustees, Mortgagees, Plaintiffs vs. H. Raymond Adams and Gertrude B. Adams, his wife.

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 3 successive weeks before the 16th day of August, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of July 1957, and the last insertion on the 8th day of August, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Aug. 13, 1957

STATEMENT OF INDEBTEDNESS

Filed August 15, 1957

J. E. THOMPSON, JR. Centreville, Maryland	*	IN THE
	*	CIRCUIT COURT
CHARLES E, WHEELER Easton, Maryland, Trustees, Mortgagees	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.	*	In Equity
H. RAYMOND ADAMS and GERTRUDE B. ADAMS, his wife Queenstown, Maryland	*	No. 4120
Defendants	*	

****

STATEMENT OF INDEBTEDNESS

H. Raymond Adams and Gertrude B. Adams, his wife, Mortgagors, to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees of the Mortgage forclosed in this cause

1957 July 16th	To amount of principal mortgage debt due by said Mortgagors resulting from default of promissory note from the Mortgagors to the Mortgagees secured by this Mortgage	$ 57,000.00
	To interest on $57,000.00 fromJune 13th to July 16th, 1957	323.00
	To interest for 60 days from date of sale in accordance with Article 66, Section 7(a) Annotated Code of Maryland	570.00
	on note of even date with & secured by above Mortgage	$ 57,893.00
	To 10% collection commission/on $57,893.00	5,789.30
	Total amount due under said Mortgage	$ 63,682.30

JAMES E. THOMPSON JR.
James E. Thompson, Jr.

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

I HEREBY CERTIFY that on this 15th day of August, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Elmer Thompson, Jr., one of the above-named Mortgagees, and made oath in due form of law that the aforegoing is a true Statement of Indebtedness due from H. Raymond Adams and Gertrude B. Adams, his wife, as Mortgagors under the Mortgage mentioned and described in the said Statement, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County

Filed August 15, 1957

FINAL ORDER OF
RATIFICATION OF SALES

Filed August 16, 1957

J. ELMER THOMPSON, JR. Centreville, Maryland	*	IN THE
	*	CIRCUIT COURT
CHARLES E. WHEELER Easton, Maryland, Trustees, Mortgagees	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.		In Equity

H. RAYMOND ADAMS and *
GERTRUDE ADAMS, his wife *
Queenstown, Maryland *
Defendants *
*

* * * * * * *** * * * * * * * * * *

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 16th day of August, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the sales of the real estate and personal property made by J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees, in this cause, be and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, althrough due notice appears to have been duly given as required by the prededing order nisi heretofore passed in this cause; that the proceedings in the above-entitled cause be forthwith referred to the regular Auditor of this Court to state an audit of the proceeds of said sales; and that the said J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees, as aforesaid, are allowed the usual commissions allowed by this Court and for all expenses, not personal, upon producing vouchers therefor before the Auditor.

J. DeWEESE CARTER

JUDGE

Filed Aug. 16, 1957

AUDIT

Filed August 22, 1957

J. ELMER THOMPSON, JR., et al, Trustees, Mortgagees	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
H. RAYMOND ADAMS, et al	*	QUEEN ANNE'S COUNTY
	*	In Equity
	*	Cause No. 4120

* * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. This account is stated at the request of J. Elmer Thompson, Jr. and Charles E. Wheeler, trustees and mortgagees (and vendors) in this mortgage foreclosure proceeding.

2. That in the within account the said vendors are charged with the total proceeds of sale, per their report filed in this cause, and thereafter allowed the following expenses, to wit: a fee for foreclosure, their commissions, auctioneers charges, the cost of two clerks, one inside and the other outside, in the personal property sale, the veterinarian's costs for examination of cattle sold in these proceedings, the advertising cost of notice of sale, the costs of publishing the nisi to this sale, the court costs, the costs of publishing the audit nisi to be published as to this account when passed, the costs of stating this account. That no allowance was made for the bond of the vendors filed in this cause since there had been a prior foreclosure proceeding this year in this court under the same titling as the titling of this cause, the same being Chancery No. 4070, which was dismissed prior to the docketing of this cause, and there was a sufficient credit on the old bond, which had been paid by the Mortgagors previously, to take care of the costs of the corporate bond filed in this cause, and the monies or credit on the old bond had never been refunded to anyone. Also, no taxes were allowed, since the taxes on the personal property had been paid and this is a second mortgage on the real estate sold in this cause, and first mortgagee already has sufficient funds in hand to make payment of any taxes due and owing on the realty sold in this cause.

3. That the Statement of Indebtedness filed in this cause refers to a promissory note secured by this mortgage and claims attorneys commissions on the debt in accordance with the terms of said promissory note. However, the mortgage does not mention said note and further the mortgage states that it is payable 60 days from date, while the note states it shall become due two months after date and it also fails to refer to any mortgage. J. Elmer Thompson, Jr., one of the Co-Trustees, produced the said note upon request and because of his claim that it was intended by the parties that the mortgage was to secure the payment of said note; your Auditor thereafter proceeded to take testimony in this cause to substantiate his account to be made. Thereafter, on August 20th, 1957, at Easton, Maryland, Harry E. Clark, Esq. and Mrs. Carolyn S. Bodenbender, his secretary, both of whom were present at the time of the execution of the note and mortgage on July 7th, 1956, and who were disinterested parties, testified to the effect that it was their understanding that the mortgage was given to secure the note, which said mortgage was foreclosed in this cause. Thereafter the testimony of J. Elmer Thompson, Jr., one of the Co-Trustees, was taken, and all testimony adduced herein shows in the opinion of your Auditor that the mortgage was given to secure said note and was an intrical part thereof. The testimony is accordingly filed herewith as part of this account and the original mortgage, marked Auditor's Exhibit "A", and the promissory note, marked Auditor's Exhibit "B", are also filed herewith. This testimony was taken by Mrs. Beverly Larrimore, who, after being duly sworn, proceeded to take the testimony from the witnesses and transcribed

the same. Mrs. Carolyn S. Bodenbender was also sworn before she testified, and that, in view of the fact, that Messrs. Clark and Thompson are officers of the Court, they were not sworn.

4. In checking the law concerning this matter, it was found that in Fusting v. Sullivan, 41 Md. 162, it was held that parole evidence is admissible to show that the mortgage does not express the entire agreements of the parties, and that where there is a collateral supplementary agreement not inconsistent with the terms of the mortgage itself; that this, where the mortgage is silent on that matter, parole evidence is admissible to show the manner and terms of payment, which the parties have agreed upon. In Grove v. Reatch, 26 Md. 367, page 378, it was stated that the parole evidence rule does not prevent other persons, not parties to the mortgage, from offering evidence to contradict or vary. In Boyd v. Parker, 43 Md. 182, it was held that a note can be identified by parole evidence, and in Gaither v. Tolson, 84 Md. 637, the Court allowed separate commissions in addition to those allowable for making the sale, the separate commissions being allowed as a cost of the collection of the debt, which the mortgage therein so provided. That in the present mortgage foreclosure in this cause, it is to be noted that the same provides for separate commissions as a cost of collection of the debt. Therefore, your Auditor has allowed the commissions provided by said note. It is further to be noted that in the Statement of Indebtedness, interest is claimed for 60 days from date of sale in accordance with Article 66, Section 7(a), 1951 Ed., Annotated Code of Maryland, and that your Auditor has allowed the same since more than 60 days will have elapsed from date of sale to date of ratification of this account.

5. That the net proceeds of sale credited on the mortgage indebtedness as shown by the Statement filed herein this cause is in the total sum of $54,580.61, of which the sum of $49,618.74 is to be credited on the principal mortgage debt and accrued interest as shown by said Statement, and the sum of $4,961.87 is to be credited on the commissions allowed in said note and shown in said Statement, leaving a total deficiency in the sum of $9,101.69, of which deficiency as to the mortgage indebtedness is the sum of $8,274.26, and a deficiency on said commissions in the sum of $827.43.

6. Expenses of the stenographer and costs of taking the testimony have been included in the charge of your Auditor's services as stated in the within account.

Respectfully submitted,

J THOMAS CLARK
Auditor

August 21. 1957

Filed August 22, 1957

Cause No. 4120

The proceeds of the sale of real estate and personal property reported in this cause, in account with J. Elmer Thompson, Jr., and Charles E. Wheeler, Trustees and Mortgagees, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1957		
July 16	By gross proceeds of the sale of land, per report of vendors, to wit:	$40,000.00
July 18	By gross proceeds of the sale of personalty, per report of vendors, to wit:	19,437.11
	By total proceeds, to wit:	$59,437.11

Dr.

To J. Elmer Thompson, Jr., and Charles E. Wheeler, vendors, per terms of the mortgage, as follows, to wit:		
1-Their fee for services	$100.00	
2-Their commissions for making sale...	3121.86	$3221.86
To do., for an amount due T. Sorden Pippin, Clerk, for court costs, per statement exhibited, to wit:		
Costs of said Clerk	$32.00	
Appearance fee of J. Elmer Thompson, Jr., and Charles E. Wheeler, Attorneys	10.00	42.00
To do., for an amount paid Arthur J. Blaney, Veterinarian, for examining and testing cattle sold in this cause, per his receipt for the same exhibited, to wit:		75.40
To do., for amount paid Queen Anne's Record-Observer, per receipts for the same exhibited, to wit:		
For advertising real estate and personal properties sales	$306.00	
Forpublishing the Order Nisi to said sales	9.00	315.00
To do., for an amount due J. Elmer Anthony, auctioneer, for crying both sales, per his statement for the same exhibited, to wit:		788.74

To do., for an amount due William Anthony, for acting as Clerk of the personal property sale, per his statement for the same exhibited, to wit: 50.00

To do., for an amount due William Tolson, for acting as Clerk of the personal property sale, per his statement for the same exhibited, to wit: 50.00

August 21, 1957 J THOMAS CLARK
Auditor

To do., for costs of publishing the audit nisi to be passed as to this audit in Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this account and taking the necessary testimony the sum of 306.00

To J. Elmer Thompson, Jr., and Charles E. Wheeler, trustees, as a partial payment on the indebtedness due under the terms of the mortgage, including commissions as per terms of the mortgage note filed herewith and the statement of indebtedness filed in this cause in the total sum of $63,682.30, the balance or the sum of 54,580.61

$59437.11 $59,437.11

August 21, 1957

J. THOMAS CLARK
Auditor

Filed August 22, 1957

TESTIMONY

Harry E. Clark, Esq., the first witness, did depose and say:

By Mr. Clark:

Q: State your name.

A: Harry E. Clark.

Q: And your address.

A: Easton, Maryland.

Q: Mr. Clark, were you present in the office of J. Elmer Thompson, Jr. on the 7th day of July, 1956, at the time of the execution of a Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees and Mortgagees?

A: I was.

Q: I herewith show you Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees, in the face amount of $90,000.00 dated July 7th, 1956, recorded July 7th, 1956, in Liber T.S.P. No. 29, Folio 53, a Land Record Book for Queen Anne's County, Maryland. Is this the Mortgage that was executed on that day?

A: It is.

Mr. Clark: Mrs. Larrimore, will you please mark this as Auditor's Exhibit "A".

Q: I hand you this note dated July 7th, 1956, signed by H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees, in the sum of $90,000.00 payable two months after date. Was this note executed the same time?

A: Yes.

Mr. Clark: Mrs. Larrimore, will you please mark this as Auditor's Exhibit "B".

Q: Could you state as to your understanding of whether or not this Mortgage was given to secure that note?

A: Yes it was.

Mrs. Carolyn S. Bodenbender, the second witness, did depose and say.

By Mr. Clark:

Q: State your name.

A: Carolyn S. Bodenbender.

Q: Address.

A: Easton, Maryland.

Q: Who were you employed by on July 7th, 1956?

A: Harry E. Clark.

Q: In what capacity?

August 21, 1957. J THOMAS CLARK
Auditor

A: Secretary.

Q: Were you present at the law office of J. Elmer Thompson, Jr. concerning the settlement transfer of the Timanus property to H. Raymond Adams and wife on July 7th,1956.

A: I was.

Q: I hand you this Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees, in the face amount of $90,000.00, dated July 7th, 1956, recorded July 7th, 1956, in Liber T.S.P.,No. 29, Folio 53, a Land Record Book for Queen Anne's County, Maryland, and ask you if you prepared the same on the date of the Mortgage?

A: If that was the date of settlement, I did.

Q: I also ask you whether or not you saw to its execution by witnessing the same and taking its acknowledgment and/as to the consideration?
oath

A: Yes.

Q: I hand you this note dated July 7th, 1956, signed by H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees, in the sum of $90,000.00, payable two months after date, and ask you whether or not you prepared this note?

A: Iddid.

Q: Was this Mortgage given to secure the note?

A: It was my understanding that it was.

Q: Is there any way you can explain the discrepancy of 60 days on the Mortgage and two months on the note.

A: The only way I can explain it is this. Mr. Wheeler dictated the Mortgage while I was typing it and Mr. Thompson dicated the note while I was typing it and in the haste they apparently got transposed from 60 days to two months.

J. Elmer Thompson, Jr., Esq., the third witness, did depose and say.

By Mr. Clark:

Q: State your name.

A: J. Elmer Thompson, Jr.

Q: Address.

A: Centreville, Maryland

Q: State whether or not you are a party to the suit of J. Elmer Thompson, Jr., et al, Trustees, Mortgagees, vs. H. Raymond Adams, et al, in the Circuit Court for Queen Anne's County, in Equity, Chancery No. 4120.

A: I am.

Q: I hand you this Second Purchase Money Mortgage market Auditor's Exhibit

August 21, 1957 J THOMAS CLARK
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"A", from H. Raymond Adams and Gertrude B. Adams, his wife, to J. Elmer Thompson, JR. and Charles E. Wheeler, Trustees, Mortgagees, in the face amount of $90,000.00, dated July 7th, 1956, recorded July 7th, 1956, in Liber T.S.P. No. 29, Folio 53, a Land Record Book for Queen Anne's County, Maryland and ask you to identify the same.

A: This is a Second Purchase Money Mortgage which was given by H. Raymond Adams and Gertrude B. Adams, his wife, to Charles E. Wheeler and I as Trustees on the 7th day of July, 1956, in the sum of $90,000.00, payable in 60 days.

Q: I hand you this note signed by H. Raymond Adams and Gertrude B. Adams in the sum of $90,000.00, dated July 7th, 1956, and ask you to identify the same.

A: This is the note given by H. Raymond Adams and Gertrude B. Adams, his wife, for $90,000.00 loaned by Mr. Wheeler and myself as Trustees as part of the purchase money on the Timanus farm, which was secured by the Second Purchase Money Mortgage in like amount of even date.

Q: What was the purchase price of the Timanus porperty?

A: The purchase price of the real estate was $225,000.00; the purchase price of the personal property, including an adjustment for growing crops, was approximately $69,000.00.

Q: Was there a First Mortgage given on this property by the Adamses.

A: There was a First Mortgage in the amount of $115,000.00 to the First Federal Savings and Loan Association of Easton, which was represented on the day of settlement by Harry E. Clark of Easton, Maryland, its attorney.

Q: Was Mr. Clark accompanied by anyone during the settlement?

A: Yes, he was accompanied by his secretary, Mrs. Carolyn S. Bodenbender, who acknowledged as witness and Notary Public all of the instruments executed that day including the Second Mortgage. In addition to that, she prepared both the promissory note and the Second Mortgage which secured said note.

Q: I hand you again this Note, which is marked Auditor's Exhibit "B", and ask you what these writings are on the back of it.

A: The wtitings on the back spell out the payments made on the promissory note and Mortgage by H. Raymond Adams and his wife, and lists a breakdown between the amount credited to principal and the amount in payment of accrued interest on the note and the Mortgage.

Q: Mr. Thompson, will you please explain the discrepancy between the Mortgage, which states payment shall be made within 60 days from date, and the note, which states payment shall be made two months after date?

A: In order to understand this discrepancy, it will be necessary to explain some of the circumstances leading up to the settlement. The day before settlement Mr. Gould, who represented Mr. Adams, called me to advise that it appeared as though Mr. Adams would lack approximately $90,000.00 of being able to make settlement, and requested either an extension of the settlement date or some financing arrangement. After contacting my client, an extension of the settlement date was impossible, but my client, Dr. Timanus, and his wife, stated that they might be willing to work out

August 21, 1957 J. THOMAS CLARK
Auditor

some financing by way of a short term promissory note secured by a Second Mortgage on the real estate and a First Mortgage on livestock and equipment if it was absolutely necessary. On the day of settlement Mr. Adams, through his attorney, advised that he would need at least $90,000.00 in order to go through with the settlement. At that point which was approximately 10:00 or 10:30 o'clock A.M. on Saturday morning, it was necessa y to prepare both a note and a mortgage as security. As you can well imagine, the note and mortgage were prepared in great haste in order to get the settlement through and all instruments recorded before the Clerk's Office closed at 12:00 o'clock noon. In fact, it was even necessary to request Mrs. Whitely, the Deputy Clerk, to remain a bit late in order to record all of the instruments. The note and the mortgage were both typed by Mrs. Bodenbender as they were dictated, without the person doing the dictating having anopportunity to adequately prepare or check. Mr. Wheeler dictated the Second Mortgage and I dictated the promissory note. At the time, Mr. Adams originally requested only 30 days and later he requested 60 days and/or two months, which at that time was being used interchangeably. Apparently, when Mr. Wheeler dictated the Mortgage, he used the term 60 days, and when I dictated the note, I used the term two months, and, due to the fact that these two instruments were completed at approximately 12:00 o'clock, they were executed without a through proof-reading and comparison.

Q: How do you explain that the note, which you claim is an intrical part of the Second Mortgage, was not mentioned therein?

A: Again the only explanation is that there was a great deal of haste and Mr. Wheeler and I were both making every effort to keep the typing to a minium and the failure to mention the note in the Mortgage was an oversight on our part but there is no question in my mind that the Mortgage secured the note, and that the Mortgage would not have been accepted by Mr. Wheeler and myself, as Trustees, without a promissory note. In fact, there was some discussion between Mr. Wheeler and myself at that time concerning the amount of security in the farm for the $90,000.00 loan, and we were of the opinion at that time that since we had the $90,000.00 note secured by the Mortgage, we could, with the note, tie up Mr. Adams's New Jersey property, if necessary.

Q: Will you state whether or not it was your understanding that H. Raymond Adams and Gertrude B.Adams intended to give this Mortgage, marked Auditor's Exhibit "A", as security for this note marked Auditor's Exhibit "B"?

A: There is no question in my mind but what they intended the Mortgage as security for the note, and, if I am not mistaken, this was explained to them by their attorney on the date of the execution. In fact, I discussed this matter only yesterday with Mr. Gould and he too advised that there was no question in his mind bu that the Mortgage was given by Mr. and Mrs. Adams to secure their promissory note of even date and in like amount.

August 21, 1957 J THOMAS CLARK
Auditor

Filed August 22, 1957

#37,713
RECEIVED FOR RECORD July 7, 1956

SECOND PURCHASE MONEY

THIS MORTGAGE, Made this 7th day of July in the year nineteen hundred and fifty-six, by and between H. RAYMOND ADAMS and GERTRUDE B. ADAMS, his wife, of Queen Anne's County, State of Maryland, hereinafter called called Mortgagors, and J. ELMER THOMPSON, JR. and CHARLES E. WHEELER, Trustees, hereinafter called Mortgagees.

WHEREAS, the Mortgagors herein are this day justly and bona fide indebted unto the said Mortgagees herein in the principal sum of NINETY THOUSAND($90,000.00) DOLLARS, to be repaid in Sixty (60) days from the date hereof with interest at the rate of Six (6%) per cent per annum, payable at maturity; to secure the payment of said principal and interest aforesaid, these presents are made and executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of Five ($5.00) Dollars, the said Mortgagors do grant, convey and assign unto the said Mortgagees, their successors and assigns, all those lots of ground situate and lying in the Fifth Election District of Queen Anne's County, State of Maryland, more particularly described in a First Purchase Money Mortgage from H. Raymond Adams and Gertrude B. Adams, his wife, to First Federal Savings and Loan Association of Easton, a body corporate, duly incorporated, dated July 7, 1956 and about to be recorded among the Land Records of the Circuit Court for Queen Anne's County immediately prior hereto.

AND the Mortgagors herein, hereby bargain and sell unto the Mortgagees herein the following personal property: All livestock, equipment and farm machinery located on or at the aforesaid real property (including, but not limited to)

14 Steers (mail and female
3 Young Bulls
33 1-year old heifers
18 4-8 month heifers
5 3-4 week old calves
Milk cows as follows:

Ear Tag	Breed	Age
321363	H	5
39623	G	6
128890	G	8
Tatto	G	4
678357	G	4
489499	G	6
321365	H	5
T - 044	G	4
251041	G	7
240999	G	12
551665	G	5
T - 042	G	6
T - 38	G	4

Milk Cows (con't.)

106350	H	6
T - 057	G	3
T - 062	G	3
352728	G	3
106351	H	6
80546	G	7
2440	H	8
132278	G	7
323118	G	4
53805	H	6
606220	H	5
41677	G	10
T - 056	G	3
T - 047	G	5
269290	G	4
250567	H	6
678354	G	5
70368	G	8
T - 46	G	5
511484	G	7
720224	G	6
221119	G	6
678355	G	4
T - 43	G	5
547095	G	5
250566	H	6
T 056	G	8
27387	G	8
553893	G	9
4083	G	8
720223	G	5
649931	H	7
7220222	G	5
301894	G	7
311130	G	4
646542	H	5
529498	G	4
49	G	3

Milk Cows (con't)

Bull Royal	G 7
B 720207	G 3
352729	G 2
387543	G 2
720208	G 2
352736	H 2
352726	G 2
352737	G 2
387550	G 2
720209	G 2
720210	G 2
387548	G 2
387546	G 2
387547	H 2
352734	G 2
352735	G 2
352732	H 2
352731	G 2
352733	G 2
387543	H 2
250565	H 5

Milk Cows (con't.)

Tatto - 38	G 6
B 70556	G 6
3904	G 5
646634	G 4
2441	H 5
568464	G 6
538052	G 5
39790	G 7
720204	G 5
355954	G 6
720203	G 3
T - 045	G 4
T - A17	G 7
4084	H 10
110528	H 6
388544	G 3
244	G 10
321364	H 4
720202	G 4
600140	G 6
720206	G 4

Machinery

1 McCormick Derring Manure Loader
1 John Deer Tractor Mower
1 Lime Spreader
2 John Deere Elevators
1 Tractor Saw
1 Tractor Sprayer
1 John Deere Combine
1 Subsoiler
1 International Scraper
1 McCormick Deering Corn Sheller
1 Platform Scale
1 Farmall "A" Tractor
1 Tractor Manure Spreader
1 Feed Cart
2 Milk Coolers
1 Electric Hot Water Heater
1 Lot of Milk Cans
2 Washtubs
4 Units of Milkers
1 Can Rack
1 Lot of Buckets
2 McCormick Deering Tractors
1 W. D. Allis Chalmers Tractor
2 Discs - 1 McCormick & 1 John Deere
1 John Deere Steel Drags
1 McCormick Steel Drag
1 16 time Ontario Drill
1 Field Harvestor - Allis Chalmers
1 13 Time McCormick Drill
1 Manure Spreader
1 Side Delivery Rake
1 Dodge 2½ Ton Truck (1949)
1 GMC Pick Truck (1953)
1 Jeep Pick-up Truck (1953)
1 Culti-packer
1 New Idea Tractor Mower
1 4 Rower Allis Chalmer Corn Panter with Fertilizer Attachment
1 4 Rower Allis Chalmers Cultivator

364585	G	6	1 Tractor Manure Spreader
200533	G	7	4 Rubber Tire Wagons
420836	H	9	2 Side Delivery Rakes
Bull Reformid G			2 Grain Bodies for Wagon
Bull 3906 G			1 Allis Chalmers Blower
			1 Set Allis Chalmers (3-14) Bottom Plows (3-14 in.)
			1 Set Coninent 3-14 Bottom Plows
			1 Unloader for Grain Wagon
			1 2 Rower International Corn Picker
			1 New Holland Baler
			1 New Idea Tractor Mower
			1 2 Unit Set of Empire Milkers
			1 20 Can milk cooler
			1 Milk Can lift
			1 Washtub
			1 Steel Can Rack
			1 Garden Mower
			5 Garden Tractors
			Other Stock
			19 Brood Pigs
			2 Registered Bores
			29 Small Pigs

TOGETHER with 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.

PROVIDED, that if the Mortgagors, H. Raymond Adams, and Gertrude B. Adams, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Qheeler, Trustees, their successors, or assigns, the aforesaid sum of Ninety thousand ($90,000.00) and all interest thereon accrued, as above set forth, when and as the same may be due and payable, 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 Mortgagors H. Raymond Adams and Gertrude B. Adams, their heirs and assigns, shall possess said property.

AND the Mortgagors, H. Raymond Adams and Gertrude B. Adams, his wife, their, heirs, executors and administrators hereby covenant with the Mortgagees, their successors, executors, administrators and assigns, as follows:

1. 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

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their 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 or damage, shall be applied to the payment of the money secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their successors, or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default the payment of said debt, or the interest to acrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagor should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their successors, or assigns, or, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and 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 in the following manner, to wit:

First, to the payment of 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, and a fee of One hundred ($100.00 Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same. to the same.

5. THAT when default in any covenant or condition contained in this mort-

gage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagees, J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, their successors, or assigns, or, their said Attorney, shall 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 Mortgagors, H. Raymond Adams and Gertrude B. Adams, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof,

7. THAT the Mortgagors, H. Raymond Adams and Gertrude B. Adams, his wife, their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST:

CAROLINE S BODENBENDER
Caroline S. Bodenbender

H. RAYMOND ADAMS (SEAL)
H. Raymond Adams

GERTRUDE B. ADAMS (SEAL)
GERTRUDE B. ADAMS

STATE OF MARYLAND :
to wit:
County of QUEEN ANNE'S :

I HEREBY CERTIFY that on this 7th day of July, in the year one thousand nine hundred and fifty-six before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Talbot, personally appeared H. Raymond Adams and Gertrude B. Adams, his wife, and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared Charles E. Wheeler, one of the 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.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY
PUBLIC
SEAL.
My Commission expires May 6, 1957

CAROLINE S. BODENBENDER
Notary Public
Caroline S. Bodenbender

Filed Aug. 22, 1957

AUDITOR'S EXHIBIT "B"

Filed Aug. 22, 1957

$ 90,000.00 Centreville Post Office July 7 1956 No.

2 months after date, for value received, we jointly and severally promise

$

to pay to J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees or order

DUE

Ninety Thousand and ---------- 00/100 Dollars

Office of J. Elmer Thompson, Jr., Esquire
at Centreville, Maryland

with all costs and 10 per centum commissions for collecting the same with interest at the rate of 6% per annum and I, we or either of us, whether makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all expemptions waived.

With interest from date at the rate of 6% per annum

Auditor's Exhibit "B"

H. RAYMOND ADAMS (SEAL)
H. Raymond Adams
GERTRUDE B. ADAMS (SEAL)
Gertrude B Adams
(Seal)

Filed Aug. 22, 1957

And on the back of the foregoing Exhibit are the following endorsements, to wit:

12/21/56 rec'd by check $32,605.00
$30,000.00 credit on prin &
$ 2,605.00 accrued interest to 1/7/57

1/9/57 rec'd by check $500.00 to be credited on prin.

2/7/57 rec'd by check $797.50
$500.00 credit on prin. $297.50 accrued int.

3/13/57 rec'd by check $795.00, $500.00 credit on prin. $295.00 int.

4/9/57 rec'd by check $792.50, $500.00 credit on prin. $292.50 int.

5/13/57 received by check $790.00
$500.00 credit on prin. $290.00 accrued interest.

6/10/57 rec'd by check $787.50
$500 credit on prin, $287.50 accrued int.

NISI RATIFICATION OF AUDIT
Filed Aug. 22, 1957

NISI RATIFICATION OF AUDIT

J. Elmer Thompson, Jr., and Charles E. Wheelerk Trustees, Mortgagees,	In the Circuit Court
vs.	for Queen Anne's County
H. Raymond Adams and Gertrude B. Adams, his wife.	In Equity
	Casue No. 4120

ORDERED, This 22nd. day of August in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and condirmed, unless cause to the contrary thereof be shown on or before the 20th. day of September, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 13th. day of September, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 22, 1957

NISI RATIFICATION OF AUDIT
Filed Sept. 5, 1957

NISI RATIFICATION OF AUDIT

J. Elmer Thompson, Jr., and
Charles E. Wheeler, Trustees,
Mortgagees

vs.

H. Raymond Adams and
Gertrude B. Adams, his wife

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

Cause No. 4120

ORDERED, This 22nd day of August in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of September, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of September, 1957, in some newspaper printed and published in Queen Anne's County.

Filed: August 22, 1957 T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE' S RECORD-OBSERVER

Centreville, Md., September 5,1957

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 J. Elmer Thompson, Jr. and Charles E. Wheeler, Trustees, Mortgagees vs. H. Raymond Adams and Gertrude B. Adams, his wife Case no. 4120

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 2 successive weeks before the 13th day of September, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of August 1957, and the last insertion on the 5th day of September, 1957.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EVELYN D. JONES

Filed Sept. 5, 1957

RATIFICATION OF AUDIT

Filed Sept. 21, 1957

J. ELMER THOMPSON, JR. Centreville, Maryland	*	IN THE
CHARLES W. WHEELER Easton, Maryland, Trustees Mortgagees	*	CIRCUIT COURT FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.	*	In Equity
H. RAYMOND ADAMS and GERTFUDE B. ADAMS, his wife	*	No. 4120
Defendants	*	

* * * * * * * * * * * * * * * * *

RATIFICATION OF AUDIT

ORDERED this 21st day of September, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account filed in these proceedings by J. Thomas Clark, Ausitor, 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 directed to apply and distribut the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

Wm. R. HORNEY
JUDGE

Filed Sept. 21, 1957

::::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirty-first day of July in the year nineteen hundred and fifty-eight, the following Order to Docket Suit was filed for record, to wit:

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		
LOUISE A. HENKEL,	:	QUEEN ANNE'S COUNTY
WILLIAM E. MARLING AND LILLIAN B. MARLING, HIS WIFE	:	(In Equity)

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument market "Plaintiff's Exhibit 'A' "-

1. Original Mortgage from the said Louise A. Henkel, William E. Marling and Lillian B. Marling, his wife to Baltimore Federal Savings and Loan Sso-ciation, dated September 27th, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 18 folio 288.

WALTER S. CALWELL
Walter S. Calwell
Attorney Named in Mortgage

Filed July 31, 1958

MILITARY AFFIDAVIT

Filed July 31, 1958

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July 1958 before me, the sub-scriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the Defendant's LOUISE A. HENKEL, WILLIAM E. MARLING AND LILLIAN B. MARLING, HIS WIFE against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's source of information was the family of the Defendant

WALTER S. CALWELL
Walter S. Calwell

CLARA M. LINK
Clara M. Link - Notary Public
Notary Public Seal.

Filed July 31, 1958

PLAINTIFF'S EXHIBIT "A"

Filed July 31, 1958

#35,110
RECEIVED FOR RECORD Oct. 4, 1954 LIBER 18 PAGE 291

City and County Form.

THIS PURCHASE MONEY MORTGAGE, Made this 27th day of September, in the year one thousand, nine hundred and fifty-four between LOUISE A. HENKEL, WILLIAM E. MARLING and LILLIAN B. MARLING, his wife, of the City of Baltimore, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has re-ceived therefrom an advance of SIX THOUSAND ($6,000.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per-cent (5%) per annum in the manner following:

By the payment of Forty-seven and 45/100ths ($47.45) Dollars, on or be-fore the first day of each and every month from the date hereof, until the whole of

said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in said State, on the northern or right side of the public road from the Kent Island Narrows to Stevensville leading through the village of Chester, and located in the village of Chester, and which property hereby conveyed is known as the "Jacob Watson Property" or the "William J. Brown Property" or the "Deborah Harris Property", bounded on the Eastern side by the property of Hugh Harris, Jr., on the western side by the property of John Thomas, on the northern side by the property of, or formerly of, Elmer Golt and/or Lee Bell, and on the southern side by the aforesaid public road, beginning for said property hereby conveyed at the divisional line between the property of, or formerly of, Harry Gardner and running thence with said public road in an easterly direction until it intersects the line between this property and the property of Hugh T. Harris; thence with said line in a northerly direction to the lands of, or formerly of, Elmer Golt or the Lee Bell property, thence with said Golt or Bell land in a northwesterly direction to the land of, or formerly of, Harry Gardner of the Thomas land; and thence with the land of said Harry Gardner or Thomas in a southerly direction to the place of beginning, and containing about one and one-quarter (1¼) acres of land, more or less.

Being the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto was granted and conveyed by Marling Farms, Inc. to the said Louise A. Henkel, the said William E. Marling and Lillian B. Marling, his wife, join herein for the express purpose of guaranteeing the payment of this mortgage and becoming personally bound on the covenants herein.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945 or any supplement thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his herir, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee, These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgatee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortageee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for

the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage det intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, provided that six months' advance interest my be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVl of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-five -- Dollars and a commission to the party making the 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; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:	(	LOUISE A. HENKEL (SEAL) Louise A. Henkel
	(	WILLIAM E. MARLING (SEAL) William E. Marling
JOHN C. EVELIUS John C. Evelius	(	LILLIAN B. MARLING (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 27th day of September, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Louise A. Henkel, William E. Marling and Lillian B. Marling, his wife, the herein named Mortgagors, and they acknowledged the aforegoing mortgage to be their respective act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, 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 also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN C. EVELIUS
JOHN C. EVELIUS Notary Public
Notary
Public
seal.

STATEMENT OF MORTGAGE CLAIM

Filed Sept. 9, 1958

WALTER S. CALWELL

Attorney Named in Mortgage

VS.

LOUISE A. HENKEL,

WILLIAM E. MARLING AND
LILLIAN B. MARLING, HIS WIFE

IN THE

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the mortgage from Louise A. Henkel, William E. Marling and Lillian B. Marling, his wife to Baltimore Federal Savings and Loan Association dated the 27th day of September, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 18 Folio 288.

Amount of Mortgage	$6000.00
Less - amount paid on principal	1005.89
	4994.11
Plus - interest to 9/10/1958	131.76
	5125.87
Less - balance in expense account	176.21
	4949.66

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 5th day of September in the year nineteen hundred and fifty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the Ciry of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Notary
Public
Seal.

CLARA M. LINK
Notary Public
Clara M. Link

Filed Sept. 9, 1958

CERTIFIED COPY OF BOND

Filed Sept. 9, 1958

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Ninth day of September in the year nineteen hundred and fifty-eight, the following Bond was filed for record, to wit:

Mortgagee and Attorney's Bond.

NEW AMSTERDAM

CASUALTY COMPANY

227 St. Paul Street
Baltimore, Md.

60 John Street
New York, N. Y.

KNOW ALL MEN BY THESE PRESENTS:

That we Walter S. Calwell, of Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND NO/100 - ($5,000.00) ---- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 4th day of September in the year nineteen hundred and fifty-eight

WHEREAS, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Louise A. Henkel and William E. Marling & Lillian B. Marling, his wife to Baltimore Federal Savings & Loan Association bearing date the 27th day of

September nineteen hundred and fifty-four and recorded among the Land Records of Queen Anne's County, in Liber TSP No. 18, Folio 288, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

WALTER S. CALWELL (SEAL)
Walter S. Calwell

CLARA M. LINK

Attest:

V. N. MESSIN
Assident Secretary

NEW AMSTERDAM CASUALTY COMPANY

By G. LEE BURGESS
Vice President
CORPORATE
SEAL'S
PLACE

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Sept. 9, 1958.

T. Sorden Pippin, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 303, a Bond record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th day of September in the year nineteen hundred and fifty-eight.

Seal's
Place

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed Sept. 15, 1958

Callahan and Calwell
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

ATTORNEY'S SALE
OF VALUABLE FEE SIMPLE
PROPERTY

Under and by virtue of the power and authority contained in a mortgage from Louise A. Henkel, William E. Marling and Lillian B. Marling, his wife, to Baltimore Federal Savings and Loan Associations, dated September 27th, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 18, folio 288 (default having occurred thereunder (the undersigned, attorney, will sell at public auction on the premises, on

WEDNESDAY, SEPT. 10, 1958
at two p.m. (E.D.T.)

All that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County on the north side of Route 50 in the village of Chester, Kent Island, containing improvements on a 1¼ acre of land, described as follows:

On the northern or right side of the public road from the Kent Island Narrows to Stevensville leading through the village of Chester, and located in the village of Chester, and which property hereby conveyed is known as the "Jacob Watson Property" or the "William J. Brown Property" or the "Deborth Harris Property", bounded on the Eastern side by the property of Hugh Harris, Jr., on the western side by the property of John Thomas, on the northern side by the property of, or formerly of, Elmer Golt and/or Lee Bell, and on the southern side by the aforesaid public road, beginning for said property hereby conveyed at the divisional line between the property of, or formerly of, Harry Gardner and running thence with said public road in an easterly direction until it intersects the line between this property and the property of Hugh T.Harris; thence with said line in a northerly direction to the lands of, or formerly of, Elmer Golt or the Lee Bell property, thence

with said Golt or Bell land in a northwesterly direction to the land of, or formerly of, Harry Gardner or the Thomas land; and thence with the land of said Harry Gardner or Thomas in a southerly direction to the place of beginning, and containing about one and one-quarter (1¼) acres of land, more or less.

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

The improvements whereon consist of a frame cottage, containing 8 rooms, 1 bath, hot air oil fired heat.

TERMS OF SALE - A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other public charges and assessments, if any, to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage

W. J. Barcus, Jr., Auct.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LOUISE A. HENKEL, WILLIAM E. MARLING AND LILLIAN B. MARLING, HIS WIFE	:	(In Equity)
	:	

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S.Calwell, Attorney Named in Mortgage, dated September 27th, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 18 folio 288 from said Louise A. Henkel, William E. Maryling and Lillian B. Marling his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Queen Anne's Record-Observer" a nesapaper published in Queen Anne's County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of September 1958 at two P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Queen Anne's County on the north side of Route 50 in the Village of Chester, Kent Island, more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Seven Hundred ($700.00) Dollars, said purchaser being then and there the highest bidder.

WALTER S. CALWELL
Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of September, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

NOTARY
PUBLIC
SEAL.

CLARA M. LINK
Clara M. Link, Notary Public

ORDER NISI

Filed Sept. 15, 1958

NISI

Walter S. Calwell Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
Louise A. Henkel William E. Marling and Lillian B. Marling, his wife.	:	NO. 4197
	:	

ORDERED, this 15th. day of September, 1958, that the sale of real estate made and reported in this cause by Walter S. Calwell, Attorney Named in Mortgage, be ratified and confirmed, on or after the 17th. day of October next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 25th. day of September 1958, and ending on the 9th. day of October 1958.

The report states the amount of sales to be $700.00.

T. SORDEN PIPPIN Clerk

Filed: September 15, 1958

NISI

Filed Nov. 11, 1958

NISI

Walter S. Calwell
Attorney Named in Mortgage

vs.

Louise A. Henkel
William E. Marling and
Lillian B. Marling, his wife

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

No. 4197

ORDERED, this 15th day of September, 1958, that the sale of real estate made and reported in this cause by Walter S. Calwell, Attorney Named in Mortgage, be ratified and confirmed, on or after the 17th day of October, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 25th day of September, 1958, and ending on the 9th day of October, 1958.

The report states the amount of sales to be $700.00.

Filed: Sept. 15, 1958

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 7, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Walter S. Caldwell Vs. Henkel, Marling, and Marling, his wife No. 4197 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 3 successive weeks before the 17th day of October, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of September 1958, and the last insertion on the 9th day of October, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Nov. 11, 1958

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Nov. 11, 1958

Callahan and Calwell
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

ATTORNEY'S SALE
OF VALUABLE FEE SIMPLE
PROPERTY

Under and by virtue of the power and authority contained in a mortgage from Louise A. Henkel, William E. Marling and Lillian B. Marling, his wife, to Baltimore Federal Savings and Loan Associations, dated September 27th, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 18 folio 288 (default having occurred thereunder (the undersigned, attorney, will sell a public auction on the premises, on

WEDNESDAY, SEPT. 10, 1958
at two p.m. (E.D.T.)

All that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County on the north side of Route 50 in the village of Chester, Kent Island, containing improvements on a 1¼ acre of land, described as follows:

On the northern or right side of the public road from the Kent Island Narrows to Stevensville leading through the village of Chester, and located in the village of Chester, and which property hereby conveyed is known as the "Jacob Watson Property" or the "William J. Brown Property" or the "Deborth Harris Property", bounded on the Eastern side by the property of Hugh Harris, Jr., on the western side by the property of John Thomas, on the noerhern side by the property of, or formerly of, Elmer Golt and/or Lee Bell, and on the southern side by the aforesaid public road, beginning for said property hereby conveyed at the divisional line between the property of, or formerly of, Harry Gardner and running thence with said public road in an easterly direction until it intersects the line between this property and the property of Hugh T. Harris; thence with said line in a northerly direction to the lands of, or formerly of, Elmer Golt or the Lee Bell property, thence with said Golt or Bell land in a northwesterly direction to the land of, or formerly of, Harry Gardner or the Thomas land; and thence with the land of said Harry Gardner or Thomas in a southerly direction to the place of beginning and containing about one and one-quarter (1¼) acres of land, more or less.

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

The improvements whereon consist of a frame cottage, containing 8 rooms, 1 bath, hot air oil fired heat.

TERMS OF SALE - A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by theCircuit Court for Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other public charges and assessments, if any, to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage

W. J. Barcus, Jr., Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale of Valuable Fee simple Property in the estate of Henkel, Marling to Baltimore Federal Savings and Loarn Assoc.
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 4 successive weeks before the 10th day of September 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER was on the 14th day of August, 1958, and the last insertion on the 9th day of September, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

ORDER OF COURT

Filed Nov. 11, 1958

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY (In Equity)
LOUISE A. HENKEL, WILLIAM E. MARLING AND LILLIAN B. MARLING, his wife	:	No. 4197
	:	

ORDERED BY THE COURT, this 11th day of November, 1958, that the sale made and reported by the said Walter S. Calwell, Attorney Named in Mortgage, for the real estate described in the proceedings and reported by said Attorney to this Court on or about the 15th day of September, 1958, 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 NISE passed in said cause; and the Attorney Named in Mortgage allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING, JR.
Judge

Filed Nov. 11, 1958

AUDIT

Filed Jan. 29, 1959

Walter S. Calwell, Attorney named in mortgage	:	In The Circuit Court For Queen Anne's County
vs.	:	In Equity
Louise A. Henkel, et al.	:	No. 4197

To The Honorable, the Judges of Said Court:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. This account stated is at the request of Walter S. Calwell, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage. The mortgage deficiency appears to be in the sum of $4,617.04.

2. That in the within account, the vendor is charged with the proceeds of sale, and the interest which accrued on the unpaid balance of the purchase price; and allowed thereafter the following expenses of sale, to wit: court costs, bond premises, auctioneer's charges, the costs of advertising the notice of sale, the nisi of sale, and the costs of publishing the nisi to this audit, the vendor's of 1958 taxes on the real estate sold in this cause, one half of the state and federal tax stamps for the deed of conveyance in accordance with the provisions of Sec. 117, Art. 21, 1951 Annotated Code of Maryland, his commissions for making sale in accordance with the terms of the mortgage, as well as, his fee provided in said mortgage, and the fee of your auditor for stating this account; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
Auditor.

January 19, 1959
Filed Jan. 19, 1959

Cause No. 4197

The proceeds of the sale of real estate reported in this cause, in account with Walter S. Calwell, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

1958	Cr.	
Sept. 10	By gross proceeds of the sale of land, per report of said vendor, to wit:.....	$ 700.00
	By interest on unpaid balance of purchase price, the sum of $700.00, at legal rate, per terms of sale and vendor's settlement statement, to wit:.....	7.23
	By total proceeds of said sale, to wit:.....	$ 707.23

Dr.

To Walter S. Calwell, Attorney named in mortgage (and vendor), per terms of mortgage, as follows, to wit:

1. His fee for his services.....	$75.00	
2. His commissions for making sale....	70.72	$145.72

To do., for an amount due T. Sorden Pippen
Clerk, for court costs of this cause, per statement for the same exhibited, to wit:.....
1. Costs of Clerk.....$ 28.50
2. Appearance fee of Walter S. Calwell, Attorney..... 10.00 38.50

To do., for an amount paid Gorges & Co., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:..... 20.00

To do., for an amount paid W. J. Barcus, Jr. auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:..... 25.00

To do., for an amount paid Queen Anne's Record-Observer, per its receipts for the same exhibited, as follows, to wit:
1. Costs of publishing advertisement of sale..... 66.00
2. Costs of publishing Nisi of sale... 12.00 78.00

To do., for allowance to purchaser, per statement of Vendor, to wit:
1. 1958 State and County Taxes on realty for eight months and nine days..... 29.29
2. One half of State and Federal Doc. Stamps, for deed, per Sec. 117, Art. 21, 1951 Annotated Code of Md.. 1.10 30.39

J. THOMAS CLARK
Auditor

January 19, 1959

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Obserber, the sum of..... $10.00

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 27.00

To Baltimore Federal Savings and Loan Association, as a partial payment on the indebtedness due under terms of the mortgage in sum of $4,949.66, as per statement of mortgage, indebtedness filed in this cause, the balance or the sum of..... 332.62

$ 707.23 $ 707.23

J. THOMAS CLARK
Auditor

January 19, 1959

Filed Jan. 29, 1959

NISI RATIFICATION OF AUDIT

Filed Jan. 29, 1959

NISI RATIFICATION OF AUDIT

Walter S. Calwell, Attorney named in mortgage	In the Circuit Court
vs.	for Queen Anne's County
Louise A. Henkel William E. Marling and Lillian B. Marling, his wife	In Equity Cause No. 4197

ORDERED, This 19th. day of January in the year nineteen hundred and fifty nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th. day of February, 1959; provided a copy of this order be published once a week on each of two successive weeks before the 6th. day of February, 1959, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed January 19, 1959

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT

Filed Feb. 13, 1959

NISI RATIFICATION OF AUDIT

Walter S. Calwell,
Attorney named in mortgage
vs.
Louise A. Henkel
William E. Marling and
Lillian B. Marling, his wife

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

Cause No. 4197

ORDERED, This 19th day of January in the year nineteen hundred and fifty-nine, that the report and account filed in these proceedings by J. Thomas Clark, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of February, 1959; provided a copy of this order be published once a week on each of two successive weeks before the 6th day of February, 1959, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: January 19, 1959
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 11, 1959

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 Walter S. Calwell, Atty. vs. Louise A. Henkel, William E. Marling and Lillian B. Marling, his wife 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 2 successive weeks before the 6th day of February 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER was on the 22nd day of January 1959, and the last insertion on the 29th day of January, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By Dee Luff

Filed Feb. 13, 1959

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY (In Equity)
LOUISE A. HENKEL, WILLIAM E. MARLING AND LILLIAN B. MARLING, HIS WIFE	:	Cause No. 4197
	:	

ORDERED by the Court, this 14th day of February, 1959 that the Report and Account of the Auditor made and filed in the above entitled case be and the same is hereby finally ratified and condirmed; no cause to the contrary having beem shown, although due notice appears to have been given as required by the preceding Order Nisi passed in said cause, and the Attorney named in mortgage is directed to apply the proceeds accordingly.

THOS. J. KEATING JR.
JUDGE

Filed Feb. 16, 1959.

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

ROBERT R. PRICE, JR. Centreville, Maryland ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
BENJAMIN P. CLOUGH Green Haven, Anne Arundel County and EURITH B. CLOUGH, his wife Stevensville, Maryland MORTGAGORS	*	QUEEN ANNE'S COUNTY In Equity Chancery No. 4180

To: Mr. T. S. Pippin, Clerk of the Court:

Docket suit forthwith on the Chancery Docket of this Court in accordance with the above titling for the foreclosure of the mortgage hereinafter described, and file in the papers of this suit certified copy of said mortgage and the assignment thereon, to wit:

Mortgage from Benjamin P. Clough and Eurith B. Clough, his wife, dated May 11, 1955, and recorded in Liber TSP, No. 21, folio 395, a Land Record Book for Queen Anne's County, and assigned at the foot of said mortgage by mesne assignments to Robert R. Price, Jr. on May 26, 1958, for collection by foreclosure, or otherwise.

This suit to be docketed as aforesaid, is for the foreclosure of the above described mortgage under the Power of Sale contained in said mortgage, default having occurred in the payment of the principal mortgage debt, the interest thereon as provided for, secured and mentioned in said mortgage, and the terms, covenants and conditions of said mortgage therein covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

ROBERT R. PRICE JR.
Robert R. Price, Jr.,
Assignee

Filed May 27, 1958

STATE OF MARYLAND *
* TO WIT
QUEEN ANNE'S COUNTY *

I HEREBY CERTIFY, that on this 27th day of May, 1958, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Robert R. Price, Jr., Assignee, and made oath in due form of law that Benjamin P. Clough and Eurith B. Clough, the mortgagors named in the mortgage referred to in the aforegoing Order to Docket Suit, are not now, nor has either of them been within six months prior hereto, in the Military Service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act, and admendments, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed May 27, 1958

CERTIFIED COPY OF MORTGAGE

Filed May 27, 1958

#35,883 LIBER 21 PAGE 395

RECEIVED FOR RECORD May 13, 1955

THIS MORTGAGE, Made this 11th day of May, in the year nineteen hundred and fifty-five, by Eurith B. Clough and Benjamin P. Clough, her husband, of Queen Anne's County, Maryland, "Mortgagors" as hereinafter set forth.

WHEREAS, the said Mortgagors have borrowed from John Palmer Smith of said County and State the full sum of Fifteen Hundred Dollars ($1500.00), to be repaid, with interest quarterly, at the rate of six per cent per annum, at the expiration of one year 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 Eurith B. Clough and Benjamin P. Clough, her husband, do hereby grant and convey unto the said John Palmer Smith, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot and parcel of land, known as "The Eurith B. Clough and Benjamin P. Clough Residential Property", improved by a frame dwelling house and outbuildings, situate, lying and being in Crab Alley Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the left or

south side of the State Road known as the "Dominion" Road running from Chester down Crab Alley Neck towards Little Creek, being Lot No. 6 of a series of lots located on the South side of said Dominion Road, and more particularly described as follows, to wit: BEGINNING in the middle of said Dominion Road where this Lot corners with the lot formerly of Chaney Clough, the Clough lot being Lot No. 5 of said series of lots, and running easterly down the middle of said Dominion Road 62 feet to the land of or formerly of James E. Kirwan; thence southerly 425 feet to land of or formerly of James Wright Heirs; thence westerly 62 feet to the Chaney Clouth lot; thence northerly 375 feet to the place of beginning, containing 3/4 of an acre of land, more or less.

Being the property acquired by the Mortgagors as follows: Deed to Mortgagors from Marcella Lee and Frank H. Lee dated April 29, 1935, and recorded in Liber W.H.C. No. 1-A, folio 239, to which deed and the references therein contained, reference is hereby specially made; An 2/3 interest in said property which descend unto Eurith B. Clough from Clarence M. Thompson, her deceased father who died about the year 1922, Marcella Lee, formerly Marcella Thompson, widow and wife of Clarence M. Thompson having received an 1/3 interest which she conveyed by the above mentioned deed; See deed to Clarence M. Thompson from John W. Tull for the above described property, which deed is dated Dec. 9, 1916, and recorded in Liber W.F.W. #9, folio 536; see also Liber J.E.G. #7, folio 190.

TOGETHER with 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.

PROVIDED, that if the Mortgagors, their heirs, executors, administrators, or assigns, the aforesaid sum of Fifteen Hundred Dollars ($1500.00), and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on her, his or 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 Mortgagors, their heirs and assigns, shall possess said property.

AND the Mortgagors, for themselves and for their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, his successors, executors, administrators and assigns, as follows:

1. 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

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of all moneys secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee, his successors, executors, administrators or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagors should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated and involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagee, his successors, executors, administrators or assigns, or JOHN PALMER SMITH, their hereby duly consituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and 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 in the following manner, to wit:

First, to the payment of 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, and a fee of One Hundred Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any convenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagee, his successors, executors, administrators or assigns, or JOHN PALMER SMITH, their saidAttorney, shall 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 in-

curred 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 Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagors and their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST:

KATHERINE LEWIS
Katherine Lewis

EURITH B. CLOUGH (SEAL)
Eurith B. Clough

KATHERINE LEWIS
Katherine Lewis

BENJAMIN P. CLOUGH (SEAL)

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

I HERBY CERTIFY that on this 11th day of May, in the year one thousand nine hundred and fifty-five, before me the subscriber, a Notary Public of theState of Maryland, in and for the County aforesaid, personally appeared Eurith B. Clough and Benjamin P. Clough, her husband, and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared John Palmer Smith, Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

Notary
Public
Seal.

KATHERINE LEWIS Notary Public
Katherine Lewis.

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 21, folios 395 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 Twenty seventh day of May in the year nineteen hundred and fifty eight.

T. SORDEN PIPPIN Clerk

CERTIFIED COPY OF BOND

Filed June 20, 1958

NEW HAMPSHIRE FIRE INSURANCE COMPANY

Manchester, New Hampshire

Bond No._____

KNOW ALL MEN BY THESE PRESENTS: That we, Robert R.Price, Jr., as principal, of Queen Anne's County, State of Maryland, and the New Hampshire Fire Insurance Company of Manchester, New Hampshire, a body corporate, duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto theState of Maryland, in full and just sum of Three Thousand DOLLARS ($3,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, 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 Nineteenth day of June, 1958.

HWEREAS, a certain mortgage from Eurith B. Clough and Benjamin P. Clough, her husband, bearing date the Eleventh day of May, 1955, and recorded in Liber T.S.P. No. 21 folio 395, etc., a Land Record Book for Queen Anne's County, Maryland has by assignment duly recorded, been duly assigned unto the said Robert R. Price, Jr., which said assignment is recorded among the Land Records aforesaid at the foot of said mortgage.

WHEREAS, the above bounden, Robert R. Price, Jr., as the Assignee as aforesaid of the above described mortgage, is about to execute the power of sale contained in the said above described mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms conditions and covenants of said mortgage by reason of the non-payment of the principal and interest due on the principal mortgage debt 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, Robert R. Price, Jr., does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged prope ty and premises, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered
in the presence of:

HARRY C. BUTLER

ROBERT R. PRICE, JR. (SEAL)
Robert R. Price, Jr.

NEW HAMPSHIRE FIRE INSURANCE COMPANY

By S. ALEXANDER TUBMAN, IV.
Attorney-in-fact

Corporate
Seal's
Place

At the foot of the aforegoing bond is the following endorsement.

Security approved and Bond filed
June 20, 1958.

T. SORDEN PIPPIN
Clerk

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 289 a Bond Record for Queen Anne's County.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County this Twentieth day of June, in the year nineteen hundred and fifty-eight.

Seal's Place.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed June 30, 1958

ROBERT R. PRICE, JR. Assignee of Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
BENJAMIN P. CLOUGH and EURITH B. CLOUGH Mortgagors	:	In Equity
	:	Chancery No. 4180

.. ..

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Robert R. Price, Jr., Assignee of the mortgage, unto your Honor respectfully shows:

1.. That the above named Mortgagors by mortgage dated May 11, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP, No. 21, folio 395, a certified copy thereof having been filed herein, granted and conveyed unto John Palmer Smith, certain land in said mortgage to secure unto him the payment of a certain promissory note in the amount of Fifteen Hundred Dollars ($1500.00) with interest thereon at the rate of six per centum (6%) per annum, which said mortgage contains a power of sale of the mortgaged property to be exercised by the said Mortgagees, his executors, administrators or assigns, upon default in the terms of said Mortgage.

2.. That said mortgage and note were duly assigned by the said John Palmer Smith unto the said Robert R. Price, Jr., for the purpose of foreclosure and collection, by assignment dated May 26, 1958, and recorded among said land records at the foot of said mortgage.

3.. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal indebtedness and the interest thereon to accrue under the terms of the promissory note secured by said mortgage at the times therein provided for the payment thereof the subscriber proceeded to collect the amount due under said note by exercise of the Power of Sale contained in said mortgage.

4.. That prior to the day of sale hereinafter mentioned the subscriber filed with the Clerk of the Court, a bond duly approved by said Clerk, given to the State of Maryland, executed by himself and the New Hampshire Fire Insurance Company as surety in the penal sum of Three Thousand Dollars ($3,000.00) containing the conditions required by law relative to the foreclosures of mortgages under the powers of sale contained therein, a certified copy of said bond being filed herein.

5.. That thereafter the subscriber gave more than twenty (20) days previous notice of sale of the mortgaged property by advertisement of said sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publication thereof being filed with this report.

6.. That pursuant to the advertised notice of sale, the subscriber did attend in Front of the Court House, Centreville Maryland, on the 24th day of June, 1958, at 2:00 P.M. (DST) and then and there proceeded to make sale of the property so advertised for sale, in the following manner: the advertisement of sale published in the Queen Anne's Record Observer as aforesaid was reas aloud by the subscriber, the subscriber then proceeded to offer at public sale at the time and place above-mentioned, to the highest bidder, by J. Elmer Anthony, Auctioneer, all of the real estate described in said advertisement of sale, and after said auctioneer had cried such sale for a considerable length of time, the subscriber in execution of the power of sale contained in said mortgage, sold the property so offered unto Johnson H. Webster and Maudie S. Webster, his wife, as tenants by the entireties, they being then and there the highest bidder therefor, at and for the sum of twenty-three hundred and twenty five Dollars ($2,325.00).

7.. That said purchasers have complied with the terms of the sale by paying unto the subscriber the sum of Seven Hundred and seventy-five Dollars ($775.00), representing one-third (1/3) of the purchase price of the herein mentioned property and the Assignee is satisfied that said purchasers will make full settlement of the purchase price in accordance with the advertised terms of sale.

Respectfully submitted

ROBERT R. PRICE, JR.
Assignee

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

I HEREBY CERTIFY that on this 30th day of June, 1958, before me, the Clerk of the Circuit Court for QUEEN ANNE'S COUNTY, personally appeared Robert R. Price, Jr., and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale by him made as Assignee, as therein reported was fairly made.

T. SORDEN PIPPIN
Clerk

CERTIFICATE OF PUBLICATION OF SALE

Filed June 30, 1958

ASSIGNEE'S SALE
-OF VALUABLE-
DWELLING HOUSE
ON KENT ISLAND

Default having occurred in the terms of the mortgage from Benjamin P. Clough and Eurith B. Clough, his wife, to John Palmer Smith, dated May 11, 1955, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber TS P, No. 21, folio 395, and duly assigned by mesne assignment to Robert R. Price, Jr., for collection by foreclosure or otherwise, said assignment being dated May 26, 1958, and recorded at the foot of said mortgage, the undersigned assignee, by virtue of the power of sale contained in said mortgage, will offer at public sale to the highest bidder, in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, JUNE 24, 1958

beginning at the hour of 2:00 p.m. (EDT) the following real estate conveyed by said mortgage and described as follows, to wit:

ALL that lot and parcel of land, known as "The Eurith B. Clough and Benjamin P. Clough Residential Property", improved by a frame dwelling house and outbuildings, situate, lying and being in Crab Alley Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the left or south side of the State Road known as the "Dominion" Road, running from Chester down Crab Alley Neck towards Little Creek, being Lot No. 6 of a series of lots located on the South side of said Dominion Road, and more particularly described as follows, to wit:

BEGINNING in the middle of said Dominion Road where this lot corners with the lot formerly of Chaney Clough, the Clough lot being Lot No. 5 of said series of lots, and running easterly down the middle of said Dominion Road, 62 feet to the land of or formerly of James E. Kirwan, thence southerly 425 feet to land or or formerly of James Wright heirs, thence westerly 62 feet to the Chaney Clough lot; thence northerly 375 feet to the place of beginning, containing 3/4 of an acre of land, more or less.

TERMS OF SALE: One-third of the purchase price will be required on day of sale, blance payable on ratification of sale by Court, or entire purchase price may be paid on the day of sale. Any deferred portion of the purchase price shall bear interest to the satisfaction of the undersigned. Full possession will be given to the purchaser upon ratification of sale and payment of purchase price. Taxes and insurance premiums will be adjusted as of day of sale. Title papers, revenue and recordation tax stamps at purchaser's expense.

ROBERT R. PRICE, JR.
Assignee

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 26, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale of Valuable Dwelling house on Kent Island in the estate of Benjamin P. Clough and Eurith B. Clough his wife 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 4 successive weeks before the 24th day of June, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of May 1958, and the last insertion on the 19th day of June, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed June 30, 1958

ORDER NISI

Filed June 30, 1958

NISI

Robert R. Price, Jr., Assignee of Mortgage	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
Benjamin P. Clough and Eurith B. Clough Mortgagors	:	NO. 4180
	:	

ORDERED, this 30th. day of June, 1958, that the sale of real estate made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and condirmed, on or after the 1st. day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 10th. day of July 1958, and ending on the 24th. day of July 1958.

The report states the amount of sales to be $2,325.00.

T. SORDEN PIPPIN Clerk

Filed: June 30, 1958

STATEMENT OF MORTGAGE DEBT

Filed Aug. 1, 1958

ROBERT R. PRICE, JR. Assignee of Mortgage		IN THE CIRCUIT COURT
		FOR
vs.		QUEEN ANNE'S COUNTY
BENJAMIN P. CLOUGH and EURITH B. CLOUGH Mortgagors		In Equity Chancery No. 4180

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Robert R. Price, Jr., Assignee of mortgage from Benjamin P. Clough and Eurith B. Clough, his wife, to John Palmer Smith, dated May 11, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, Folio 395:

On the principal amount of note dated May, 11, 1955, the original of which is attached hereto secured by above mortgage	$1500.00
Accrued interest at six per centum (6%) per annum due under the terms of said note from November 11, 1957	70.75
Payment of 1957, 1956 and 1955 State of Maryland and Queen Anne's County real estate taxes	191.78
Court costs in case of Herman S. Thompson vs. Benjamin P. and Eurith Clough to clear title, paid July 2, 1958	12.75
	$1775.28
Plus: Attorney's fee of 10% for collection per terms of said note	150.00
Amount paid the Clerk of Court for mortgage assignment	1.50
	$1926.78

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

I HEREBY CERTIFY that on this 1st day of August, 1958, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Robert R. Price, Jr., Assignee of Mortgage, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid

T. SORDEN PIPPIN
CLERK

Filed August 1, 1958

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Aug. 1, 1958

NISI

Robert R. Price, Jr.,
Assignee of Mortgage

vs.

Benjamin P. Clough and
Eurith B. Clough
Mortgagors

In the Circuit Court for
Queen Anne's County

In Equity
No. 4180

ORDERED, this 30th day of June, 1958, that the sale of real estate made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and confirmed, on or after the 1st day of August, next, unless cause to the contrary thereof be previously shown; provided a copy of this order by inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 10th day of July, 1958, and ending on the 24th day of July, 1958.

The report states the amount of sales to be $2,325.00.

Filed: June 30, 1958.

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 1, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Robert R. Price, Jr., Assignee Vs. Benjamin P. Clough and Eurith B. Clough 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 3 successive weeks before the 1st day of August, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER, was on the 10th day of July 1958, and the last insertion on the 24th day of July, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Aug. 1, 1958

FINAL ORDER OF RATIFICATION OF SALE

Filed Aug. 4, 1958

FINAL ORDER OF RATIFICATION OF SALE

ORDERED by the Circuit Court for Queen Anne's County, in Equity this 4th day of August, 1958, that the sale made and reported by Robert R. Price, Jr., Assignee of the Mortgage on the 24th day of June, 1958, 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 directed by the proceeding Order Nisi; and the said Assignee of the Mortgage is allowed the useal commissions under the rule of this Court and such proper expenses as he shall produce vouchers for to the auditor.

EDWARD D.E. ROLLINS.
JUDGE

Filed Aug. 4, 1958

AUDIT

Filed Aug. 29, 1958

ROBERT R. PRICE, JR. Assignee of Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
BENJAMIN P. CLOUGH and EURITH B. CLOUGH Mortgagors	:	In Equity Chancery No. 4180
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Robert R. Price, Jr., Assignee, and vendor of the land sold in these mortgage foreclosure proceedings, and in accordance with the order of this Court of August 4, 1958.

2. That this suit by said Assignee by way of a foreclosure proceedings as provided by the terms of the mortgage against the above named mortgagors, and it appears that the proceeds of sale were insufficient to pay the costs of this proceeding, and the mortgage debt per statement filed in this cause, whereby a deficiency appears in the sum of $153.32.

3. That in the within account the vendor is charged with the proceeds of sale as per his report, interest which accrued on the unpaid balance of the purchase price; and allowed thereafter the following expenses of sale, to wit: His commissions and foreclosure fee as provided in said mortgage, court costs, bond premium, auctioneer charges, the costs of advertising the notice of sale, nisi of sale and the audit nisi to be passed to this account, the vendor's share of the 1958 taxes on the real estate sold in this cause and the fee of your auditor for stating same; and the balance of the proceeds your auditor has directed that they be paid to the Assignee as a partial payment on the mortgage indebtedness.

4. That filed as Exhibit No. 1 herewith is the note secured by the mortgage foreclosed in this cause to substantiate the statement of debt filed in this cause, as well as the testimony of John Palmer Smith the original mortgagee to show that the mortgage foreclosed in this cause was in fact given to secure the note filed as Exhibit No. 1. See report of Auditor in Cause titled J. Elmer Thompson, Jr., et al., Trustees, vs. H. Raymond Adams, et al, being Cause no. 4120 for authority to allow indebtedness created by note.

Respectfully submitted,

J. THOMAS CLARK
Auditor

August 28, 1958

Cause No. 4180

The proceeds of the sale of land reported in this cause, in account with Robert R. Price, Jr., Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1958 June 28	By gross proceeds of sale of land, per report of said vendor, to wit:.....	$2,325.00
	By interest on unpaid balance of purchase price of land, per settlement sheet, to wit:.....	10.40
	By total proceeds of sale, to wit:.....	$2,335.40

Dr.

To Robert R. Price, Jr., Assignee (and vendor), per terms of mortgage, for making said sale, the following, to wit:		
1. His commissions for making sale.....	$233.54	
2. His foreclosure fee.....	100.00	$333.54
To do., for an amount due for court costs per statement exhibited, to wit:		
1. Costs of T. Sorden Pippin, Clerk.....	$ 28.00	
2. Appearance fee-R.P.Price,Jr., Atty....	10.00	38.00
To do., for an amount paid Butler, Price & Yates, Agents, for the premium on the corporate surety bond filed in this cause, per receipt exhibited, to wit:.....		12.00
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale, per receipt for same exhibited, to wit:.....		25.00
To do., for amounts paid Queen Anne's Record-Observer, per receipts for same exhibited, to wit:		
1. For publishing notice of sale.....	$66.00	
2. For publishing nisi of sale.....	12.00	78.00
To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for the vendors share of 1958 taxes (state and county) in accordance with the advertisement and report of sale, per receipt for same exhibited and settlement sheet exhibited, to wit:.....		29.40
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....		10.00

August 28, 1958 — J. THOMAS CLARK, Auditor

To J. Thomas Clark, auditor, for stating this audit, the sum of.....		$36.00
To Robert R. Price, Jr., Assignee, of mortgage, as a partial payment on the indebtedness due under terms of the mortgage in the sum of $1,926.78, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of.....	1773.46	
	$2335.40	$2335.40

August 28, 1958 — J. THOMAS CLARK, Auditor

EXHIBIT 1

Filed Aug. 29, 1958

John Palmer Smith, adult, being duly sworn deposes and says:

Q. State your name and address and occupation.

A. John Palmer Smith, Centreville, Maryland, attorney at law.

Q. Are your orginal mortgagee in a certain mortgage dated May 11, 1955 from Eurith B. Clough and Benj. P. Clough in the sum of $1500.00 recorded in Land Liber T.S.P. No. 21, folio 395 and which is the subject the this foreclosure.

A. Yes.

Q. I hand your this note which states at the top, secured by mortgage of even date herewith in the sum of $1500.00 payable to John Palmer Smith with interest at 6% dated May 11, and signed by the said Cloughs and ask you whether or not this note was intended to be secured by the above described mortgage forclosed in these proceedings.

A. Yes Sir this mortgage was given to secure this note. Mr. Clough was required by the Circuit Court of Queen Anne's County to pay a large fine and costs and being unable to raise the money I arranged to let them have it in order that Mr. Clough would not have to be confined to the Centreville jail. I took the mortgage in my own name and gave my own check to the Clerk of the Court, but prior to doing this I knew that Mr. John T. Bhshop and his wife would take the mortgage if I guaranteed it. On May 11th, 1955, Mr. and Mrs. Clough signed the mortgage note and at the same time executed the mortgage in my office before Mrs. Katherine Lewis, a Notary. This mortgage of course, was intended to secure this note as I would never had made the loan without a note and mortgage. In fact, in all my loans I always take a note then secure it with a mortgage. Two days later on May 13th I assigned the note and the mortgage securing it to John T. Bishop and Jessie E. Bishop. On subsequent assignment I endorsed the note to Mrs. Lula L. Massey and guaranteed it and at the same time assigned the mortgage to her.

Q. Did Mr. and Mrs. Clough, at the time of the execution of this mortgage and note intend that the mortgage should secure this note.

A. Yes Sir. In fact it was my intention to see that the note was secured by the mortgage, otherwise, I would have never made the loan.

The original note is hereby made a part of this testimony as well as the original mortgage. They are hereby marked as Exhibit no. A.

August 28, 1958

J. THOMAS Clark
Auditor

EXHIBIT 1
Filed Aug. 29, 1958

EXHIBIT A

Secured by mortgage bearing even date herewith.

$1500.00 Centreville, Md. Post Office May 11th 1955.

No. _____

_____ months after date, for value received, we jointly and severally promise

$ _____

to pay to John Palmer Smith, _____ or order

DUE _____

------ Fifteen Hundred ---------- 00/100------- 100 Dollars

with interest from date at 6% per annum.

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 makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

EURITH B. CLOUGH (SEAL)

BENJAMIN P. CLOUGH (SEAL)

And on the back of the aforegoing Note are the following endorsements, to wit:

Pay to the order of John T. Bishop
and Jessie E. Bishop, his wife or
the survivor, and guarantee the same.

JOHN PALMER SMITH

Pay to the order of John Palmer Smith
without recourse.

JOHN T. BISHOP

JESSIE E. BISHOP

Pay to the order of Lula L. Massey,
and guarantee the same.
Dated August 5th, 1957.

JOHN PALMER SMITH

For collection.
JOHN PALMER SMITH, Atty.

There is also attached to the Auditor's Report and Account the original mortgage from EURITH B. CLOUGH and BENJAMIN P. CLOUGH, her husband to JOHN PALMER SMITH. For the mortgage - see Certified Copy of same recorded above on folio 426.

NISI RATIFICATION OF AUDIT

Filed Aug. 29, 1958

NISI RATIFICATION OF AUDIT

Robert R. Price, Jr., Assignee of Mortgage,	In the Circuit Court
vs.	for Queen Anne's County
Benjamin P. Clough and Eurith B. Clough Mortgagors	In Equity Cause No. 4180

ORDERED, This 29th. day of August in the year nineteen hundred and fifty eight, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of September, 1958; provided a copy of this order be published once a week on each of two successive weeks before the 19th. day of September, 1958, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 29, 1958

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT

Filed June 3, 1959

NISI RATIFICATION OF AUDIT

Robert R. Price, Jr.,
Assignee of Mortgage

vs.

Benjamin P. Clough and
Eurith B. Clough
Mortgagors

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

Cause No. 4180

ORDERED, This 29th day of August in the year nineteen hundred and fifty-eight, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of September , 1958; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of September, 1958,in some newspaper printed and published in Queen Anne's County.

Filed: August 29, 1958

T. SORDEN PIPPIN, CLERK

True Copy
Test:

T. SORDEN PIPPIN, CLERK

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 25, 1959

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 Robert R. Price, Jr, Assignee vs. Benjamin P. Clough and Eurith B. Clough Mortgagors 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 2 successive weeks before the 19th day of September, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of September 1958, and the last insertion on the 11th day of September, 1958

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed June 3, 1959

FINAL RATIFICATION

Filed June 3, 1959

FINAL RATIFICATION

ORDERED, THIS 3rd day of June, 1959, that the Report and Account of the Auditor made and filed in the above entitled cause 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 proceding Order Nisi passed in said cause and the Attorney assigned the mortgage is directed to apply the proceeds accordingly.

THOS. J. KEATING JR.
Judge

Filed June 3, 1959

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

WILLIAM F. PODLICH Attorney Named In Mortgage 301 Meyerhoff Building Baltimore 1, Maryland vs. CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife DOMINION, QUEEN ANNE'S COUNTY, MD.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In EQUITY NO. 4101

****

TO THOMAS SORDEN PIPPIN, CLERK

MR. CLERK:

You will docket suit for the foreclosure of the Mortgage from CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated November 30, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 31, folio 576, default having occurred in the terms and provisions of said Mortgage, and you will file in said cause the original Mortgage above referred to, marked "ATTORNEY'S EXHIBIT NO. 1."

WILLIAM F. PODLICH
(William F. Podlich)
Attorney Named in Mortgage

Filed Feb. 26, 1957

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALITMORE, to wit:

THIS IS TO CERTIFY that on this 14th day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Attorney Named in Mortgage, and made oath in due form of law that, after diligent inquiry, it has been found that CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, of Dominion, Queen Anne's County, Maryland, the owners of the real estate mentioned in the Mortgage hereinafter referred to, are not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Relief Act of 1940, nor Chapter 710 of the Laws of Maryland, 1941, nor have they been in such service within three months prior hereto.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
(Notary Public)
ELSIE CURTIS

Filed Feb. 26, 1957

ATTORNEY'S EXHIBIT NO. 1

Filed Feb. 26, 1957

#38,415 LIBER 31 PAGE 576

RECEIVED FOR RECORD Dec. 6, 1956

Form No. 1-CITY OR COUNTY FEE OR LEASEHOLD

"ATTORNEY'S EXHIBIT NO. 1"

THIS MORTGAGE, made this 30th day of November in the year one thousand nine hundred and Fifty-six between CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, of Queen Anne's County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, the sum of Seven Thousand Nine Hundred Fifty and 00/100 ($7,950.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per cent per annum, in the manner following:

By the payment of Sixty-seven and 10/100 ($67.10) dollars on or before the - 20th - day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that tract of land most recently known as the GILMORE C. THOMAS property, being and lying in Crab Alley Neck, in the Community of Dominion on Kent Island, in the 4th Election District of Queen Anne's County, in the State of Maryland, and being more particularly and fully described in accordance with a survey of said property made on August 21, 1956, by James H. Ludlow, Professional Engineer and Land Surveyor, as follows:

BEGINNING AT A POINT that is nineteen feet (19 feet) south 29 degrees 30 minutes 20 seconds east of Station 112 + 5.65 of the State Roads Commission Base Line for right-of-way of Dominion Road (said Base Line for right-of-way being accurately established and located on State Roads Commission Plat No. 16,348-Contract No. Q332-1-220 - filed in the Commission's Office in Baltimore, and to be recorded in the Office of the Clerk of the Circuit Court of Queen Anne's County, Centreville, Maryland), said point of beginning marked by an iron pipe and being the northwest corner of the property being described; thence south 25 degrees 39 minutes 40 seconds east a corrected distance of 253.35 feet (correction made by the James H. Ludlow Associates Survey of August 18, 1956) to an iron pipe which marks the southwest corner of the property being described; thence south 81 degrees 42 minutes 55 seconds east a distance of 85.92 feet to an iron pipe which marks the southeast corner of the property being described; thence north 28 degrees 00 minutes 50 seconds west a corrected distance of 305.83 feet (correction made by the James H. Ludlow Associates Survey of August 18, 1956) to an iron pipe which marks the northeast corner of the property being described; which point lies on the south right-of-way line of Dominion Road as located and established by the State Roads Commission; thence south 60 degrees 29 minutes 40 seconds west a distance of 66.00 feet to the point of beginning, said point of beginning lying on the south right-of-way line of Dominion Road as established and located by the State Roads Commission. The area of the tract of land herein above described is 0.44 acres, more or less.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from Guaranteed Realty Corporation unto the Mortgagors herein.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And, the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein proveded.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

V1. To pay all ground rent (if any), taxes, water rent, insurance, pub-

lic dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the -20th- day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hefeby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the pa ty making the 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; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or 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, attorney's fee 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 of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is sutuated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfation thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

ELSIE CURTIS
Elsie Curtis

ARTHUR
CHARLES A. GROSS (SEAL)
(Charles Arthur Gross)

DOROTHY MAY GROSS (SEAL)
(Dorothy May Gross)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of November in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Balitmore City, personally appeared CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, ---- JOHN L. FISHER,---- President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.
My commission expires on May 6, 1957.

ELSIE CURTIS
Notary Public
Elsie Curtis

CERTIFIED COPY OF BOND

Filed Mar. 29, 1957

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Ninth day of March, in the year nineteen hundred and fifty seven, the following Bond was filed for record, to wit:

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND

BOND OF Attorney

To Sell Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate 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 Eight Thousand and 00/100 Dollars ($8,000.00). 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, exeuctors, administrators, successors or assigns, jointly and severally, formly by these presents.

Sealed with our seals and dated this 26th day of March, in the year of our Lord, nineteen hundred and fifty-seven.

WHEREAS, the above bounded William F. Podlich by virtue of the power contained in a mortgage from Charles Arthur Gross and Dorothy May Gross, his wife, to Aurora Federal Savings and Loan Association bearing date the 30th day of November, 1956 and recorded among the Land Records of Queen Anne's County in Liber TSP No. 31 Folio 576 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, sealed and delivered
in the presence of

WILLIAM F. PODLICH (SEAL)
William F. Podlich

ELSIE CURTIS
Elsie Curtis

UNITED STATES FIDELITY AND GUARANTY COMPANY

By HOWARD J. McNAMARA
Howard J. McNamara
Attorney in fact.
Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:-

Security approved & Bond filed March 29, 1957

T. SORDEN PIPPIN, Clerk

Certified copy of Power of Attorney attached hereto.

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.SP. No. 1, folio 201 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 Ninth day of March, in the year nineteen hundred and fifty seven.

T. SORDEN PIPPIN
Clerk.

STATEMENT OF MORTGAGE CLAIM

Filed March 29, 1957

WILLIAM F. PODLICH, Attorney Named in Mortgage vs. CHARLES ARTHUR GROSS and DOROTH MAY GROSS, his wife	: : : : : : : : :::::::	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, In Equity No.

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, dated November 30, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 31, Folio 576, etc.

Original Loan	$7,950.00
Amount Repaid	27.35
Loan Balance	$7,922.65
Interest to 4/2/57	95.38
	$8,018.03
Credit Expense Account	19.65
	$7,998.38

AURORA FEDERAL SAVINGS
AND LOAN ASSOCIATION

By DWIGHT F. BRUNK
Vice President

STATE OF MARYLAND, CITY OF BALITMORE, to wit:

I HEREBY CERTIFY that on this 27th day of March 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount due to the said body corporate on its Mortgage Claim described in the aforegoing statement of Mortgage Claim, and that said body corporate has not received any security or satisfaction thereof, other than the deed of mortgage in said statement mentioned.

IN TESTIMONY WHEREOF, WITNESS my hand and Notarial Seal this day of 1957.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
(Elsie Curtis) Notary Public

Filed March 29, 1957

REPORT OF SALE OF REAL ESTATE

Filed April 9, 1957

WILLIAM F. POSLICH, Attorney Named in Mortgage, -vs- CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife	* * * * *	In the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4101

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Default having occurred in the terms of the Mortgage from CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, dated November 30, 1956, unto the AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 31, Folio 576, etc., the undersigned Attorney Named in Mortgage, having authority to exercise the power of sale therein contained,

in case of default, after docketing suit for foreclosure, and filing in this cause an Affidavit as to the Military Status of the defendants, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, and after filing in this cause a bond in the penalty of Eight Thousand ($8,000.00) Dollars, with surety duly 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, April 2, 1957, at 1.30 o'clock, P.M., (Eastern Standard Time), and after having the auctioneer cry the sale for a considerable time, and after reading the advertisement of sale, did sell the mortgaged property to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, it being then and there the highest bidder therefor, at and for the sum of Six Thousand Nine Hundred Twenty and 00/100 ($6,920.00) Dollars, upon the terms mentioned in said advertisement.

Said Attorney further certified that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale,upon ratification of the dale by the Court.

This Report states the amount of sale to be Six Thousand Nine Hundred Twenty and 00/100 ($6,920.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
(William F. Podlich)
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 5th day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the Mortgage aforementioned, and made oath in due form of law thatthe matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
(Notary Public)
ELSIE CURTIS

Filed April 9, 1957

**

ORDER NISI

Filed April 9, 1957

NISI

William F. Podlich Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
Charles Arthur Gross and Dorothy May Gross, his wife	:	NO. 4101

ORDERED, this 9th. day of April, 1957, that the sale of real estate made and reported in this cause by William F. Podlich, Attorney named in mortgage, be ratified and confirmed, on or after the 10th. day of May next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 19th day of April 1957, and ending on the 2nd. day of May 1957.

The report states the amount of sales to be $6,920.00.

T. SORDEN PIPPIN Clerk

Filed: April 9, 1957

CERTIFICATE OF PUBLICATION OF
ORDER OF NISI

Filed May 9, 1957

NISI
William F. Podlich
Attorney Named in Mortgage

vs.

Charles Arthur Gross and
Dorothy May Gross, his wife.

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

No. 4101

ORDERED, this 9th day of April, 1957, that the sale of real estate made and reported in this cause by William F. Podlich, Attorney named in mortgage, be ratified and confirmed, on or after the 10th day of May, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks, commencing on the 18th day of April, 1957, and ending on the 2nd day of May, 1957.

The report states the amount of sales to be $6,920.00.

T. SORDEN PIPPIN, Clerk

Filed: April 9, 1957
True Copy
Test:

T. SPRDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 8, 1957

The Queen Anne's Record and Observer Publishing Company, a body corporate, does hereby certify that nisi in the estate of William F. Podlich, Attorney named in mortgage vs. Charles Arthur Gross and Dorothy May Gross, His wife.

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 three successive weeks, commencing on the 18th day of April, 1957, and ending on the 2nd day of May, 1957.

The Queen Anne's Record
and Observer Publishing Co.

by: E. A. DADDS

(Certificate-NISI Sales only)

Filed May 9, 1957

** CERTIFICATE OF ADVERTISEMENT OF
PUBLICATION OF SALE

Filed April 9, 1957

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Building
Baltimore, 1, Maryland

ATTORNEY'S SALE

of

REAL ESTATE
Situated on The
Southeast Side of Dominion
Road, Crab Alley Neck, In The
Community of Dominion
Fourth Election District of
Queen Anne's County,
Maryland

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage dated November 30, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 31, Folio 576, from CHARLES ARTHUR GROSS and DOROTHY MAY GROSS, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said mortgage being now in default, will offer at public sale to the highest bidder, in front of the Court House door in the town of Centreville, Queen Anne's

County, Maryland, on

Tuesday, April 2, 1957
at 1:30 o'clock p.m. (E.S.T.)

all the following described real estate, to wit:

BEGINNING at a point that is nineteen feet (19 feet) south 29 degrees 30 minutes 20 seconds east of Station 112 - 5.65 of the State Roads Commission Base Line for right-of-way of Dominion Road (said Base Line for right-of-way being accurately established and located on State Roads Commission Plat No. 16,348 - Contract No. Q332-1-220 - filed in the Commission's Office in Baltimore, and to be recorded in the Office of the Clerk of the Circuit Court of Queen Anne's County, Centreville, Maryland), said point of beginning marked by an iron pipe and being the northwest corner of the property being described; thence south 25 degrees 39 minutes 40 seconds east, a corrected distance of 253.35 feet (correction made by the James H. Ludlow Associates Survey of August 18, 1956) to an iron pipe which marks the southwest corner of the property being described; thence south 81 degrees 42 minutes 55 seconds east, a distance of 85.92 feet to an iron pipe which marks the southeast corner of the property being described; thence north 28 degrees 00 minutes 50 seconds west, a corrected distance of 305.83 feet (correction made by James H. Ludlow Associates Survey of August 18, 1956) to an iron pipe which marks the northeast corner of the property being described; which point lies on the south right-of-way line of Dominion Road as located and established by the State Roads Commission; thence south 60 deg. 29 minutes 40 seconds west, a distance of 66.00 feet to the point of beginning, said point of beginning lying on the south right-of-way line of Dominion Road as established and located by the State Roads Commission. The area of the tract of land herein above described is 0.44 acres, more or less.

Improved by a two-story Frame Dwelling, containing six rooms and one bath.

Terms of sale: CASH upon ratification of sale by the Circuit Court for Queen Anne's County, in Equity.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH,
Attorney Named in Mortgage

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 8, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's sale of Real Estate in the case of William F. Podlich, Atty. named in Mortgage Vs. Charles Arthur Gross and Dorothy May Gross, his wife. 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 4 successive weeks before the 2nd day of April, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of March 1957, and the last insertion on the 28th day of March, 1957.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed April 9, 1957

FINAL ORDER OF RATIFICATION
FIN
Filed May 14, 1957

FINAL ORDER OF RATIFICATION

O R D E R E D this 14th day of May, 1957, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Attorney Named in Mortgage, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order Nisi, and the Attorney Named in Mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for, to the Auditor.

Wm R. HORNEY
Judge

Filed May 14, 1957

REPORT AND ACCOUNT OF AUDITOR

Filed June 7, 1957

William F. Podlich,
Attorney named in Mortgage

vs.

Charles Arthur Gross and
Dorothy May Gross, his wife

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

No. 4101

To The Honorable, The Judges of Said Court:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. This account is stated at the request of William F. Podlich, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage. The mortgage deficiency appears to be in the sum of $1,786.72.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price and the unexpired portion of the insurance premium on said real estate sold in this cause; and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the nisi of sale and the costs of publishing the nisi to this audit, the vendor's share of 1957 taxes on the real estate sold in this cause, one half of the state and federal tax stamps for the deed of conveyance in accordance with the provisions of Sec. 117, Art. 21, 1951 Annotated Code of Maryland, his commissions for making sale in accordance with the terms of the mortgage, as well as, his fee provided in said mortgage, and the fee of your auditor for stating this account; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
Auditor

June 7, 1957

Filed June 7, 1957

Cause No. 4101

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1957		
Apr. 2	By gross proceeds of the sale of land, per report of said vendor, to wit:.....	$6,920.00
	By interest on unpaid balance of purchase prive for one month twelve days at legal rate, per terms of sale and vendor's settlement statement, to wit:.....	46.01
	By adjustment of insurance premium on realty sold, per terms of sale and vendor's statement, to wit:.....	27.22
		$6,993.23

Dr.

To William F. Podlich, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services.....	$ 35.00	
2-His commissions for making sale.....	496.00	$531.00
To do., for an amount paid T. Sorden Pippin, Clerk, for court costs of this cause, per receipt for the same exhibited, to wit:.....		28.25
To do., for an amount due William F. Podlich, Attorney, as an appearance fee as a part of the court costs, per statement of Clerk of Court, to wit:.....		10.00
To do., for an amount paid Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:.....		32.00
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:....		25.00
To do., for an amount paid Queen Anne's Record-Observer, per its receipts for the same exhibited, as follows, to wit:		
1-costs of publishing advertisement of sale	$86.02	
2-costs of publishing nisi of sale.....	9.00	95.02

To do., for allowance to purchaser, per statement of Vendor, to wit:
1-1957 State and County Taxes on realty. $16.05
2-One half of State and Fedrral Doc. Stamps. for deed, per Sec. 117, Art. 21, 1951 Annotated Code of Md.... 8.25 24.30

J. THOMAS CLARK
Auditor

June 7, 1957

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 36.00

To Aurora Federal Savings and Loan Association, as a partial payment on the indebtedness due under terms of the mortgage in sum of $7,998.38, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of..... 6211.66

$6993.23 $6,993.23

June 7, 1957

J. THOMAS CLARK
Auditor

Filed June 7, 1957

NISI RATIFICATION OF AUDIT

Filed June 7, 1957

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney named in Mortgage	In the Circuit Court
vs.	for Queen Anne's County
	In Equity
Charles Arthur Gross and Dorothy May Gross, his wife	Cause No. 4101

ORDERED, This 7th. day of June in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. day of July, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 28th. day of June, 1957, in sone newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed June 7, 1957

AMENDED REPORT AND ACCOUNT OF AUDITOR

Filed June 11, 1957

William F. Podlich, Attorney named in Mortgage	In the Circuit Court For Queen Anne's County In Equity
vs.	
Charles Arthur Gross and Dorothy May Gross, his wife,	No. 4101

To The Honorable, The Judges of Said Court:

The amended report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. This amended account is stated at the request of William F. Podlich, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage. The mortgage deficiency appears to be in the sum of $1,786.72.

2. That in the within amended account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price and the unexpired portion of the insurance premium on said real estate sold in this cause; and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the nisi of said and the costs of publishing the nisi to this audit, the vendor's share of 1957 taxes on the real estate sold in this cause, one half of the state and federal tax stamps for the deed of conveyance in accordance with the provisions of Sec. 117, Art. 21, 1951 Annotated Code of Maryland, his commissions for

making sale in accordance with the terms of the mortgage, as well as, his fee provided in said mortgage, and the fee of your auditor for stating this account; and the balance of said proceeds, your autitor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

3. That this amended account is stated after William F. Podlich, Attorney named in Mortgage, had brought to the attention of your auditor that his prior account failed to take into account the costs of stating your auditor's audit.

Respectfully submitted,

J. THOMAS CLARK
Auditor

June 10, 1957

Filed June 11, 1957

Cause No. 4101

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

1957	Cr.	
Apr. 2	By gross proceeds of the sale of land, per report of said vendor, to wit:.....	$6,920.00
	By interest on unpaid balance of purchase price for one month twelve days at legal rate, per terms of sale and vendor's settlement statement, to wit:.....	46.01
	By adjustment of insurance premium on realty sold, per terms of sale and vendor's statement, to wit:.....	27.22
	By total proceeds of said sale, to wit:.....	$6,993.23

Dr.

To William F. Podlich, Attorney named in mortgage (and vendor), to wit:		
1-His fee for his services.....	$ 35.00	
2-His commissions for making sale.....	496.00	$531.00
To do., for an amount paid T. Sorden Pippin, Clerk, for court costs of this cause, per receipt for the same exhibited, to wit:.....		28.25
To do., for an amount due William F. Podlich, Attorney, as an appearance fee as a part of the court costs, per statement of Clerk of Court, to wit:.....		10.00
To do., for an amount paid Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:.....		32.00
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:....		25.00
To do., for an amount paid Queen Anne's Record-Observer, per its receipts for the same exhibited, as follows, ot wit:		
1-costs of publishing advertisement of sale.....	$ 86.02	
2-costs of publishing nisi of sale....	9.00	95.02
To do., for allowance to purchaser, per statement of Vendor, to wit;		
1-1957 State and County Taxes on realty	$16.05	
2-One half of State and Federal Doc Stamps, for deed, per Sec. 117, Art. 21, 1951 Annotated Code of Md..	8.25	24.30

J. THOMAS CLARK
Auditor

June 10, 1957

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....	$ 7.50	
To J. Thomas Clark, auditor, for stating this audit, the sum of.....	36.00	
To Aurora Federal Savings and Loan Association, as a partial payment on the indebtedness due under terms of the mortgage in sum of $7,998.38, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of.....	6204.16	
	$6993.23	$6,993.23

June 10, 1957

Filed June 11, 1957

J. THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT

Filed June 11, 1957

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney named in Mortgage	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	
	)	In Equity
Charles Arthur Gross and Dorothy May Gross, his wife	)	Cause No. 4101

ORDERED, This 11th. day of June in the year nineteen hundred and fifty seven, that the Amended Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. day of July, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 28th. day of June, 1957, in some newspaperprinted and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed June 11, 1957

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed March 11, 1958

NISI RATIFICATION OF AUDIT

William F. Podlich
Attorney Named in Mortgage

vs.

Charles Arthur Gross and
Dorothy May Gross, his wife

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

Cause No. 4101

ORDERED, This 11th day of June, in the year nineteen hundred and fifty-seven, that the Amended Report and Account filed in these proceedings by J. Thos. Clark, auditor, be ratified and confirmed, unless cause to the contrary thereof be shoen on or before the 5th day of July, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of June,1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: June 11, 1957
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 10, 1958

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 William F. Podlich, Atty., Vs. Charles Arthur Gross and Dorothy May Gross, his wife. 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 2 successive weeks before the 28th day of June, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of June, 1957, and the last insertion on the 20th day of June, 1957.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed March 11, 1958

ORDER OF RATIFICATION

Filed March 11, 1958

ORDER OF RATIFICATION

ORDERED this 11th day of March 1958, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing report and account of J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi; and the attorney named in mortgage is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

THOS. J. KEATING JR.
Judge.

Filed March 11, 1958

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twentieth day of October in the year nineteen hundred and fifty-eight, the following Order To Docket Suit for Foreclosure of Mortgage was filed for record, to wit:

WILLIAM F. PODLICH Attorney Named in Mortgage 301 Meyerhoff Building Baltimore 1, Maryland	:	IN THE CIRCUIT COURT for
vs.		QUEEN ANNE'S COUNTY
CHARLES E. BUSH, and ANNA E. BUSH, his wife 4714 Washington Boulevard Baltimore 27, Maryland	:	IN EQUITY NO.

* * * *

TO THOMAS SORDEN PIPPIN, CLERK

MR. CLERK:

Please docket suit for the foreclosure of the Mortgage from CHARLES E. BUSH and ANNA E. BUSH, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 24, Folio 202, default having occurred in the terms and provisions of said Mortgage, and file in said cause the original Mortgage above referred to, marked "ATTORNEY'S EXHIBIT NO. 1".

WILLIAM F. PODLICH
(William F. Podlich)
Attorney Named in Mortgage

Filed Oct. 20, 1958

MILITARY AFFIDAVIT

Filed October 20, 1958

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 17th day of October, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Attorney Named in Mortgage, and made oath in due form of law that, after diligent inquiry, it has been found that CHARLES E. BUSH and ANNA E. BUSH, his wife, of 4714 Washington Boulevard, Baltimore 27, Maryland, the owners of the real estate mentioned in the Mortgage hereinabove feferred to, are not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Relief Act of 1940, nor Chapter 710 of the Lasw of Maryland, 1941, nor have they been in such service within three months prior hereto.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
(Notary Public)

Filed Oct. 20, 1958

ATTORNEY'S EXHIBIT NO. 1

Filed October 20, 1958

#36,521 LIBER 24 PAGE 202

RECEIVED FOR RECORD Sept. 30, 1955

"ATTORNEY'S EXHIBIT NO. 1"

Form No. 2 - CITY OR COUNTY (FEE OR LEASEHOLD) CONSTRUCTION

THIS MORTGAGE, made this 27th day of September in the year one thousand nine hundred fifty-five, between CHARLES E. BUSH and ANNA E. BUSH, his wife, Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of Fourteen Thousand Five Hundred and 00/100 ($14,500.00) Dollars, being cash money this day loaned and advanced by the latter to the former, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of One Hundred Twenty-two and 40/100 ($122.40)-- Dollars, on or before the -20th- day of each and every month, beginning on the -2oth- day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later than September 20th, 1956, said monthly payments to continue until the whole of said principal sum and interest thereon, at the rate of six (6%) -- per cent per annum, shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the construction of said improvements, interest at the rate of six (6%) per cent annum, (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than September 20th, 1956, may be applied by the Mortgagee in the following manner:

1. To the payment of interest at the rate of six (6%) per cent per annum.

2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the said sum of Fourteen Thousand Five Hundred ($14,500.00) Dollars, in the completion of the construction of concrete block and one-story dwelling house, containing seven rooms and two baths, upon the fee simple parcel(s) of land and premises hereinafter described, within twelve (12) months from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six month' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s). The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said CHARLES E. BUSH and ANNE E. BUSH, his wife, do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all those two lot(s) of ground situate, lying and being in Fourth Election District of Queen Anne's County, in the State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 25 and 26, Block B, of the lands The Romancoke Holding Company, called or known as the Third Section of Kent Island Estates, and being more particularly described and set forth on a Plat of said lands, entitled "SECOND EDITION OF THE THIRD SECTION OF KENT ISLAND ESTATES," by J. B. Metcalfe, Registered Surveyor, not dated but recorded among the Land Records of Queen Anne's County on the 6th day of April, 1951, in Liber TSP No. 1, Folio 191.

BEING THE SAME lots of ground described in a Deed dated of even date herewith and recorded or entended to be recorded among the Land Records of Queen Anne's County prior hereto from The Romancoke Holding Company unto the Mortgagors herein.

Together with the improvements thereon, and the rights or appurtenances hereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever SUBJECT, HOWEVER, to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a Deed from the Kent Island Holding Co., Inc., to the Chesapeake Bay Corporation, dated the 25th day of October, 1950, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 7, Folio 564, and amended by Agreement between the Kent Island Holding Co., Inc., and The Romancoke Holding Co., et al., dated the 27th day of May, 1954, and recorded among the Land Records of Queen Anne's County aforesaid in Liber TSP No. 16, Folio 116. If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein proveded.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within

the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

Vl. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereom. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

Vll. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

Vlll. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

lX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of One Hundred ($100.00)--- dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVl of the Public General Laws of Maryland, or under any other General of Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00)--Dollars and a commission to the party making the 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 jurisdiciton in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there by), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a defree for said sale or 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, attorney's fee 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 of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute wuch further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

CHARLES E. BUSH . (SEAL)
(Charles E. Bush)

ELSIE CURTIS
ELSIE CURTIS

ANNA E. BUSH (SEAL)
(Anna E. Bush)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of September in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared CHARLES E. BUSH and ANNA E. BUSH, his wife,--- the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, --- JOHN L. FISHER, --- President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortg age is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

My commission expires on May 6, 1957.
Two-Five Dollar Fifty Cent; Two-Two Dollar Twenty Cent
One-Fifty-five Cent Recordation
Tax Stamps. Endorsed 9/30/55 W.F.P.

Filed Oct. 20, 1958

CERTIFIED COPY OF BOND

Filed Nov. 14, 1958

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fourteenth day of November in the year nineteen hundred and fifty-eight, the following Bond was brought to be recorded, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY (IN EQUITY)

STATE OF MARYLAND

WILLIAM F. PODLICH,
Attorney named in Mortgage

BOND OF Attorney

vs.

TO SELL Real Estate

CHARLES E. BUSH and
ANNA E. BUSH, his wife

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a bodu corporate 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 Thirteen Thousand Five Hundred and 00/100--- Dollars ($13,500.00), 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 10th day of November, in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Charles E. Bush and Anna E. Bush, his wife to Aurora Federal Savings and Loan Association bearing date the 27th day of September, 1955 and recorded among the Land Records of Queen Anne's County in Liber TSP No. 24 Folio 202 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded William F. Podlich 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; other wise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

WILLIAM F. PODLICH (SEAL)
William F. Podlich

ELSIE CURTIS
Elsie Curtis

UNITED STATES FIDELITY AND GUARANTY COMPANY

CORPORATE SEAL

By HOWARD J. McNAMARA
Howard J. McNamara
Attorney in fact.

And at the foot of the aforegoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Nov. 14, 1958

T. Sorden Pippin, Clerk

Certified copy of Power of Attorney attached hereto.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 305, a Bond record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affixed the seal of the Circuit Court for Queen Anne's County, this 14th day of November in the year nineteen hundred anf fifty-eight.

Seal's Place

T. SORDEN PIPPIN
Clerk

STATEMENT OF MORTGAGE CLAIM

Filed Nov. 14, 1958

WILLIAM F. PODLICH, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
CHARLES E. BUSH, and ANNA E. BUSH, his wife	:	IN EQUITY NO.

* * * * * * * *

STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by CHARLES E. BUSH and ANNA E. BUSH, his wife, dated September 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 24, Folio 202, etc.

ORIGINAL LOAN	$14,500.00
AMOUNT REPAID	3,641.66
LOAN BALANCE	$10,858.34
INTEREST TO 11/18/58	214.96
	$11,073.30
CREDIT EXPENSE ACCOUNT	45.77
	$11,027.53

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

CORPORATE SEAL

By DWIGHT F. BRUNK
Dwight F. Bunk, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount due to the said body corporate on its Mortgage Claim described in the aforegoing statement of Mortgage Claim, and that said body corporate has not received any security or satisfaction thereof, other than the deed of mortgage in said statement mentioned.

IN TESTIMONY WHEREOF, WITNESS my hand and Notarial Seal this day of November, 1958.

NOTARY PUBLIC SEAL

ELSIE CURTIS
(Elsie Curtis) Notary Public

Filed Nov. 14, 1958

REPORT OF SALE OF REAL ESTATE

Filed Dec. 19, 1958

WILLIAM F. PODLICH, Attorney Named in Mortgage, -vs- CHARLES E. BUSH and ANNA E. BUSH, his wife	: : : : : NO. 4217	In the CIRCUIT COURT For QUEEN ANNE'S COUNTY IN EQUITY

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Default having occurred in the terms of the Mortgage from CHARLES E. BUSH and ANNA E. BUSH, his wife, dated September 27th, 1955, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 24, Folio 202, etc., the undersigned Attorney Named in Mortgage, having authority to exercise the power of sale therein contained, in case of default, after docketing suit for foreclosure, and filing in this cause an Affifavit as to the Military Status of the defendants, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, and after filing in this cause a Bond in the penalty of Thirteen Thousand Five Hundred and 00/100 ($13,500.00) Dollars, with surety duly 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, November 18, 1958, at 1.30 o'clock, P.M., (Eastern Standard Time), and after having the Auctioneer cry the sale for a considerable time, and after reading the advertisement of sale, did sell the mortgaged property to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, it being then and there the highest bidder therefor, at and for the sum of Eleven Thousand and 00/100 ($11,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Attorney further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court.

This Report states the amount of sale to be Eleven Thousand and 00/100 ($11,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
(William F. Podlich) Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 28th day of November, 1958, before me, the subscriner, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the Mortgage aforementioned, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Notary Public

Filed Dec. 19, 1958

CERTIFICATE OF PUBLICATION
OF ATTORNEY'S SALE OF REAL ESTATE

Filed Dec. 19, 1958

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

ATTORNEY'S SALE
- OF -
REAL ESTATE
SITUATED ON
BAY DRIVE, KENT ISLAND

Known As Lots Nos, 25 and 26, Block B, Third Section of Kent Island Estated, Fourth Election District of Queen Anne's County, Maryland

---

The undersigned Attorney, under and by vietue of the power and authority contained in a Mortgage dated September 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 24, Folio 202, from CHARLES E. BUSH and ANNA E. BUSH, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION the said Mortgage being now in default, will offer at public sale to the highest bidder, in fron of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, NOV. 18th, 1958

at 1:30 o'clock p.m. (Eastern Standard Time)

All the following described real estate, to wit:

BEING KNOWN AND DESIGNATED as Lots Nos. 25 and 26, Block B, of the lands of The Romancoke Holding Company, called or known as the Third Section of Kent Island Estates, and being more particularly described and set forth on a Plat of said lands, entitled "SECOND EDITION OF THE THIRD SECTION OF KENT ISLAND ESTATES", by J. B. Metclafe, Registered Surveyor, not dated but recorded among the Land Records of Queen Anne's County on the 6th day of April, 1951, in Liber TSP No. 1, Folio 191.

Improved by a partially completed one-story Masonry Dwelling and Carport, containing seven rooms and two baths.

TERMS OF SALE: CASH upon ratification of sale by the Circuit Court for Queen Anne's County, in Equity.

All taxes and other public dues and charges are to be adjusted to date of sale.

A cash deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH
Attorney Named in Mortgage

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 13, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale of Real Estate in the case of Bay Drive, Kent Island 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 4 successive weeks before the 18th day of November, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23rd day of October 1958, and the last inserion on the 13th day of November, 1958.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Dee Luff

Filed Dec. 19, 1958

ORDER NISI

Filed Dec. 19, 1958

NISI

William F. Podlich, Attorney Named in Mortgage, VS. Charles E. Bush and Anna E. Bush, his wife	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4217

ORDERED, this 19th day of December, 1958, that the sale of Real Estate made and reported in this cause by William F. Podlich, Attorney Named in Mortgage, be ratified and confirmed, on or after the 16th day of January next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 25th day of December 1958, and ending on the 8th day of January 1958.

The report states the amount of sales to be $11,000.00.

T. SORDEN PIPPIN, Clerk

Filed: December 19, 1958

NISI
Filed January 17, 1959

NISI

William F. Podlich,
Attorney named in mortgage

vs.

Charles E. Bush and
Anna E. Bush, his wife

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

ORDERED, this 19th day of December, 1958, that the sale of real estate made and reported in this cause by William F. Podlich, attorney named in mortgage, be ratified and confirmed, on or after the 16th day of January, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 25th day of December, 1958, and ending on the 8th day of January, 1958.

The report states the amount of sales to be $11,000.00.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk
Filed: Dec. 19, 1958

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 16, 1959

The Queen Anne's Record and Obwerver Publishing Company, a body corporate, does hereby certify that nisi in the case of William F. Podlich vs. Charles E. Bush and Anna E. Bush, his wife 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 three successive weeks, commencing on the 25th day of December, 1958, and ending on the 8th day of January, 1959.

The Queen Anne's Record and
Observer Publishing Co.

by: Dee Luff

(Certificate-NISI Sales only)

Filed Jan. 17, 1959

FINAL ORDER OF RATIFICATION

Filed Jan. 20, 1959

FINAL ORDER OF RATIFICATION

O R D E R E D this 20th day of January 1959, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Attorney Named in Mortgage, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the prededing ORDER nisi, and the Attorney Named in Mortgage is allowed the usual commissions and such proper expenses, not personal as he shall produce vouchers for, to the Auditor

THOS. J. KEATING JR.
Judge

Filed Jan 20, 1959

REPORT AND ACCOUNT OF AUDITOR :

Filed Feb. 6, 1959

William F. Podlich, :
Attorney named in Mortgage

vs. :

Charles E. Bush and
Anna E. Bush, his wife :

In The Circuit Court
For
Queen Anne's County
In Equity
No. 4217

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. This amended account is stated at the request of William F. Podlich, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage. The mortgage deficiency appears to be in the sum of $937.58.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and the unexpired portion of the insurance premium on said real estate sold in this cause; and allowed thereafter the follwoing expenses of sale, to wit: court costs, bond premium, autctioneer's charges, the costs of advertising the notice of sale, the nisi of sale and the costs of publishing the nisi to this audit, the vendor's share of 1958 taxes on the real estate sold in this cause, his commissions for making sale in accordance with the terms of the mortgage, as well as, his fee provided in said mortgage, and the fee of your auditor for stating this account; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor.

February 6, 1959

Filed Feb. 6, 1959

Cause No. 4217

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1958		
Nov. 18	By gross proceeds of the sale of land, per report of said vendor, to wit:.....	$11,000.00
	By interest on unpaid balance of purchase price for two months and four days at legal rate, per terms of sale and vendor's settlement statement, to wit:.....	112.00
	By adjustment of insurance premium on realty sold, per terms of sale and vendor's statement, to wit:.....	49.44
	By total proceeds of said sale, to wit:;.....	$11,161.44

Dr.

To William F. Podlich, Attorney named in mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1. His fee for his services.....	$100.00	
2. His commissions for making sale..	700.00	$800.00
To do., for an amount paid T. Sorden Pippin, Clerk, for court costs of this cause, per receipt for the same exhibited, to wit:.....		28.25
To do., for an amount due William F. Podlich, Attorney, as an appearance fee as a part of the court costs, per statement of Clerk of Court, to wit:.....		10.00
To do., for an amount paid Bland, Dugan & McCillian, Inc., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:.....		40.50
To do., for an amount paid J. Elmer Anthony auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:..		25.00
To do., for an amount paid Queen Anne's Record-Observer, per its receipts for the same exhibited, as follows, to wit:		
1. Costs of publishing advertisement of sale.....	$ 49.50	
2. Costs of publishing nisi of sale	12.00	61.50
To do., for an allowance for amount due by Vendor on 1958 State and County taxes per settlement sheet, to wit:.....		42.24

J THOMAS CLARK
Auditor

February 6, .959

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 10.00

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 54.00

To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under terms of the mortgage in the sum of $11,027.53, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of..... 10,089.95

$11,161.44 $11,161.44

J THOMAS CLARK
Auditor

February 6, 1959

Filed Feb. 6, 1959

* FINAL RATIFICATION OF AUDIT

ORDERED, this 20th day of March, 1959, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the prededing order nisi, and the Attorney named in the Mortgage is directed to apply the proceeds accordingly.

THOS J. KEATING JR.
Judge

Filed March 20, 1959

NISI RATIFICATION OF AUDIT

Filed Feb. 6, 1959

NISI RATIFICATION OF AUDIT

William F. Podlich Attorney named in Mortgage VS. Charles E. Bush and Anna E. Bush, his wife	In the Circuit Court For Queen Anne's County In Equity Cause No. 4217

ORDERED, This 6th. day of February in the year nineteen hundred and fifty nine that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th. day of March, 1959; procided a copy of this order be published once a week in each of two successive weeks before the 27th. day of February, 1959, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed Feb. 6, 1959

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed Mar, 13, 1959

NISI RATIFICATION OF AUDIT

William F. Podlich
Attorney Named in Mortgage

vs.

Charles E. Bush and
Anna E. Bush, his wife

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

Cause No. 4217

ORDERED, This 6th day of February, in the year nineteen hundred and fifty-nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the cause to the contrary thereof be shown on or before the 6th day of March, 1959; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of February, 1959, in some newspaper printed and published in Queen Anne's County.

Filed Feb. 6, 1959,

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 10, 1959

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 William F. Podlich vs. Charles E. Bush and Anna E. Bush, his wife 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 2 successive weeks before the 6th day of March, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of February 1959, and the last insertion on the 19th day of February, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By Delores N. Luff

Filed Mar. 13, 1959

* FINAL RATIFICATION OF AUDIT (see page 460) out of place by error

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

LAYMAN J. REDDEN, Trustee,	:	IN THE CIRCUIT COURT
Vs.	:	FOR QUEEN ANNE'S COUNTY
LLOYD H. FLEMING, BERNARD H. KIBLER and JOHN W. GIBSON, Co-partners trading as THE JUMP HARDWARE AND IMPLEMENT COMPANY	:	IN EQUITY
	:	CHANCERY NO. 4203

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Layman J. Redden, Trustee, respectfully shows:

FIRST: That on the 30th day of August, 1958, Lloyd H. Fleming, Bernard H. Kibler and John W. Gison , Co-partners trading as The Jump Hardware and Implement Company, did execute a deed conveying to the said Layman J. Redden in Trust for the purpose of liquidating and winding up the affairs of the said partnership firm and also for the benefit of any and all creditors of said partnership firm, which deed has been duly executed, acknowledged and filed for record among the Land Records for Queen Anne's County, as will appear by reference to a certified copy of said Deed of Trust filed in these proceedings.

SECOND: That your petitioner has accepted said trust, filed his bond duly approved by the Clerk for the Circuit Court for Queen Anne's County, all of which will appear by a copy of said bond filed in these proceedings.

THIRD: That your petitioner is desirous that the administration of said trust may be performed by him under the direction and control of this Honorable Court.

WHEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an order assuming control and jurisdiction of said trust and directing that the same shall be administered by this Honorable Court, and your petitioner does also pray for the useal Notice to Creditors and for such other and further relief as his case may require.

AND as in duty bound, etc.

LAYMAN J REDDEN
Layman J. Redden
Petitioner

Filed Sept. 2, 1958

CERTIFIED COPY OF
DEED OF TRUST

Filed Sept. 2, 1958

DEED OF TRUST

****
LLOYD H. FLEMING, *
BERNARD H. KIBLER and *
JOHN W. GIBSON, *
Co-partners trading as *
THE JUMP HARDWARE AND *
IMPLEMENT COMPANY *
*
TO *
*
LAYMAN J. REDDEN *
****

THIS DEED, Made this 30th. day of August, in the year Nineteen Hundred and Fifty-eight, by Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading and doing business as The Jump Harcware and Implement Company, of Queen Anne's County, State of Maryland.

WHEREAS, the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson have heretofore ever a period of years been engaged as partners in the operation and conduct of a general retail hardware business, including the sale of farming implements, farm machinery and general farm supplies, household appliances and other miscellaneous merchandise and services, the principal places of and locations of said partnership business being in the towns of Queen Anne and Centreville, in Queen Anne's County, Maryland.

WHEREAS, said partners have been operating said business under a written Agreement of Partnership dated January 1, 1951, and

WHEREAS, under the terms and provisions of said Partnership Agreement provision is made therein for the voluntary termination of said partnership business upon the notice of any one or more partners to said remaining partner or partners, and provision thereunder includes dissolution and liquidation of said partnership

business, and for the distribution of the net worth thereof to said partners in accordance with their respective capital accounts in said business, and

WHEREAS, it is hereby mutually agreed by and between all of said partners that it is to their mutual benefit and it is their respective desire that the said partnership business be, and the same is, hereby dissolved as of the date of the execution of this Deed, and

WHEREAS, it is the desire of each of the said partners that their attorney, Layman J. Redden, shall act as Trustee for them and each of them in the dissolution and liquidation of all of the assets of the said partnership business and the winding up of its affairs, and

WHEREAS, it is the desire and intention of each of said partners to convey all of the partnership property, estate and assets unto the said Layman J. Redden in trust for their separate individual benefit, and also for the benefit of each and all of the creditors of the said partnership, as well as for the purpose of winding up the affairs of said partnership, as hereinafter set forth.

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the premises and the further sum of One Dollar ($1.00), the receipt of which being hereby acknowledged, the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading and doing business as The Jump Hardware and Implement Company, do hereby grant, convey, assign and transfer unto the said Layman J. Redden, his successors and assigns, all of the estate and property of every nature, kind or description, real, personal or mixed, in possession or in expectancy, wheresoever situated, of the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company.

TO HAVE AND TO HOLD the same unto the said Layman J. Redden, his successors and assigns, in trust and confidence, neverthe less, for the following purposes, to wit:

FIRST: To take possession of all of the said estate, property and assets, and, without unnecessary delay, to convert the same into money by the sale of so much thereof as in saleable and of the collection of so much thereof as in collectable, and to apply the proceeds, after the payment of all expenses incurred in the execution of this Trust, to the payment in full of all debts due and owing by the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, without perference of priority, except as by law provided, if the net proceeds shall be sufficient therefor, and, if said proceeds shall be insufficient, then to the payment of said debts pro rata, without preference or priority, except as by law provided, in the case of any and all claims being entitled to priority.

SECOND: That the said Layman J. Redden, as Trustee, shall be compensated for his services thereunder, as an expense of the administration of said Trust in the liquidation of said partnership business, a sum equal to the commissions allowed Trustees for making sale of property by virtue of a Decree of a Court having equity jurisdiction in the State of Maryland, said commissions to be assessed against the gross proceeds of sale and other monies received by him, except that said Trustee shall be entitled to receive a commission of ten per centum of all accounts receivable and notes receivable due and owing to said partnership firm which shall be collected by him; and said Trustee is hereby authorized and empowered to engage, as in expense incident to the execution of said Trust and of said liquidation, such assistance as he may require, including the employment of the accountant for said firm, and including such of the present employees and of the partners themselves, and to engage such counsel as he may require in the liquidation and winding up of said partnership business, and to the extent that if such accountant, employees or partners may not be available or their assistance be insufficient, to employ and engage such other assistance as said Trustee might require in order to effectively liquidate said partnership business.

THIRD: After the payment in full of all expenses of said liquidation, including all expenses as aforesaid, and the payment in full of all debts and obligations due and owing by the said partnership firm, and all claims and demands whatsoever against the said partners, trading as The Jump Hardware and Implement Company, for which they may be liable, in trust to pay the remaining balance of said proceeds to the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, to be apportioned between them as their respective interests in said partnership may appear, and particularly in accordance with the terms and provisions of their existing Agreement of Partnership dated January 1, 1951, including the equalization of their respective capital accounts in said partnership business as determined by a final accounting of the assets and liabilities of said partnership firm upon the date of dissolution, except as to such matters as said partners may among themselves mutally agree with said Trustee; and the right of each of said partners is hereby reserved to make or file such objections or exceptions, as any of them may have, to any and all accountings and audits by and of said Trustee.

AND the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, for the purposes aforesaid, do hereby make, constitute and appoint the said Layman J. Redden their true and lawful attorney, irrevocable, in their names or otherwise, to ask, demand, sue for, recover and receive of and from all and every person or persons, firms or corporations, all of the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, and for all receipts and deliveries to make, execute and acknowledge due acquittances and releases therefor, and to compound any doubtful debts; and further to do all other acts required to be done in the premises as fully and as effectually as they, the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, might or could have done if these premises had not been executed.

AND the said Layman J. Redden, hereinbefore appointed Trustee and attorney for Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, aforesaid, in consideration of the premises and of the commissions hereinbefore memtioned does hereby accept the appointment of and as Trustee and attorney, and does hereby agree and consent to assume and perform the trusts hereinbefore provided and stipulated.

AS WITNESS the hands and seals of the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, and Layman J. Redden, the day and year first above written.

ATTEST: As to Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson

ELIZABETH P. KEEN

LLOYD H. FLEMING (SEAL)
Lloyd H. Fleming

BERNARD H. KIBLER (SEAL)
Bernard H. Kibler

JOHN W. GIBSON (SEAL)
John W. Gibson

.Co-partners trading and doing business as The Jump Hardware and Implement Company

ATTEST: As to Layman J. Redden

ELIZABETH P. KEEN

LAYMAN J. REDDEN (SEAL)
Layman J. Redden, Trustee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of August, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, as above set forth, and each did acknowledge the aforegoing Deed to be their act and deed and that they executed the same for the purposes therein set forth.

AS WITNESS my hand and Notarial Seal.

ELIZABETH P. KEEN
Notary Public

NOTARY
PUBLIC
SEAL.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is a true copy of the original deed filed Sept. 2, 1958, in this office to be recorded among the land records of 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 September, in the year nineteen hundred and fifty eight.

T. SORDEN PIPPIN
Clerk

SEAL'S
PLACE

ORDER OF COURT ASSUMING
JURISDICTION OF SAME

Filed September 2, 1958

ORDER

The aforegoing petition having been read and considered, it is thereupon ORDERED, this 2nd day of September, 1958, by the Circuit Court for Queen Anne's County, in Equity, that this Court assume and it does hereby assume control and jurisdiction of the Trust Estate of Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners trading as The Jump Hardware and Implement Company, and that the same be administered by Layman J. Redden, Trustee, under the direction of this Court; and it is further ordered that the Trustee give notice to the creditors of said partnership firm to file their claims by acusing the order next following this order to be published as therein directed and required.

THOS J. KEATING JR.
J U D G E

Filed Sept. 2, 1958

ORDER OF COURT

Filed Sept. 2, 1958

ORDER OF COURT

Upon consideration of the aforegoing petition and affidavit and in appearing to the Court upon investigation of the circumstances that it would be improper to require bond to be given for double the amount of the property placed in the hands of the Trustee, or made subject to the disposition of said Trustee, it is this 2nd day of September, 1958, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED that Layman J. Redden, Trustee in the above entitled cause, be, and he is, hereby ordered to file bond in the amount of Eighty-five Thousand --- DOLLARS, in the above entitled cause, proivded that said bond have a corporate surety.

THOS J. KEATING JR.
J U D G E

Filed Sept. 2, 1958

CERTIFIED COPY OF BOND

Filed September 2, 1958

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Second day of September in the year nineteen hundred and fifty-eight, the following Bond was brought to be recorded, to wit:

NATIONAL SURETY CORPORATION

NEW YORK

TRUSTEE UNDER DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

That we, Layman J. Redden, Denton, Maryland, as principal and National Surety Corporation, a corporation of the State of New York, 4 Albany Street, New York, New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighty-five thousand ($85,000) Dollars, lawful money of the United States, to be paid to the State of Maryland or its certain attorney or assigns, to the payment whereof 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 30th day of August, 1958.

WHEREAS, by Deed of Trust, dated the 30th day of August, nineteen hundred and fifty-eight, and left to be recorded among the Land Records of Queen Anne's County on the 30th day of August, 1958, Lloyd H. Fleming, Bernard H. Kibler, and John W. Gibson co/partners trading as The Jump Hardware & Implement Company of Queen Anne's County, Maryland did grant, bargain and sell, assign and transfer unto Layman J. Redden, Trustee, as therein named, his personal representatives, heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Layman J. Redden shall faithfully perform the trust reposed in him by said Deed of Trust, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Witness, the hand and seal of the said Layman J. Redden and the signature of the said National Surety Corporation, by its Attorney-in-fact, and its corporate seal hereunto affixed.

Witness:

ELIZABETH P. KEEN

Witness as to Surety

CATHERINE MINDERLEIN
Catherine Minderlein

LAYMAN J. REDDEN (SEAL)
Layman J. Redden

NATIONAL SURETY CORPORATION

By ROSE M. BAUSCH
Rose M. Bausch
ATTORNEY-in-Fact

Corporate
Seal's
Place

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Sept. 2, 1958.

T. Sorden Pippin, Clerk

Certified copy of Power of Attorney attached hereto.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 299, a Bond Book record for Queen Anne's County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 2nd day of September in the year nineteen hundred and fifty-eight.

T. SORDEN PIPPIN
Clerk

SEAL'S
PLACE

APPRAISAL OF REAL ESTATE

Filed Sept. 17, 1958

LAYMAN J. REDDEN, Trustee	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
LLOYD H. FLEMING, BERNARD H. KIBLER and JOHN W. GIBSON, Co-partners, Trading as THE JUMP HARDWARE AND IMPLEMENT COMPANY	:	IN EQUITY NO. 4203 CHANCERY

A true inventory of all property of The Jump Hardware and Implement Company:

All that tract of land situated in the Third Election District of Queen Anne's County, Maryland, on the west side of the Centreville-Easton road and the north side of the Queenstown-Centreville road, containing approximately two (2) acres of land, and improved by a large store building, and more particularly described from J. William Keith and wife, dated October 15th, 1945, and recorded in Liber A.S.G., Jr. No. 12, folio 267, one of the Land Record Books for Queen Anne's County, SAVE AND EXCEPT all that portion thereof conveyed to Raymond D. Engle and wife by deed dated April 5th, 1947, appraised for ---------- $28,000.00.

Four adjoining parcels of land situated in the town of Queen Anne, in the Sixth Election District of Queen Anne's County, improved by a frame dwelling, store house, shop, warehouse, paint shop and storage sheds, described in two deeds to The Jump Hardware and Implement Company, the first of which being dated November 20th, 1943 from Henry E. Morgan, et al, recorded in Liber A.S.G., Jr. No. 8, folio 504, one of the Land Record Books for Queen Anne's County, and the other being dated June 8th, 1945 from George C. Moore and wife to The Jump Hardware and Implement Company, and recorded in Liber A.S.G., Jr. No. 11, folio 297, one of the Land Record Books for the county aforesaid, appraised for ---------- 7,000.00

TOTAL REAL ESTATE APPRAISEMENT--------	$35,000.00
TOTAL PERSONAL PROPERTY APPRAISEMENT----------	26,897.00
TOTAL APPRAISEMENT ----------	$61,897.00

We, the undersigned, hereby certify that we have on these 4th and 5th days of September, 1958, made a careful appraisement of the above mentioned property of every kind and description belonging to the said The Jump Hardware and Implement Company so far as the same has come to our knowledge, and we find the total valuation of said property SIXTY-ONE THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS ($61,897.00), as will appear by reference to the above inventory.

AS WITNESS our hands and seals this 16th day of September, 1958.

WILLIAM E. DENNY, JR. (SEAL)
William E. Denny, Jr.

GEORGE B. CARROLL (SEAL)
George B. Carroll, Sr.

WILLIAM H. PAYNE (SEAL)
William H. Payne

Filed Sept. 17, 1958

DECREE OF SALE

Filed Sept. 17, 1958

LAYMAN J. REDDEN, Trustee,	:	IN THE CIRCUIT COURT
Vs.	:	FOR QUEEN ANNE'S COUNTY
LLOYD H. FLEMING, BERNARD H. KIBLER and JOHN W. GIBSON, Co-partners, Trading as THE JUMP HARDWARE AND IMPLEMENT COMPANY	:	IN EQUITY NO. 4203 CHANCERY

ORDER OF COURT

The aforegoing petition having been read and considered, it is thereupon this 17th day of September, 1958, by the Circuit Court for Queen Anne's County, in equity, and by the authority thereof, ORDERED that Layman J. Redden, Trustee in the above entitled cause, be and he is hereby authorized and directed to sell the personal property and real estate mentioned in these proceedings, and that in making said sale said Trustee, in the case of the real estate, shall give at least three weeks notice of the sale thereof, and in the case of the personal property, at least ten days notice of the sale thereof, by advertisement inserted in some newspaper or newspapers published in Queen Anne's County and such other notice that he shall think proper of the time, place manner and terms of sale which as to the personal property shall be cash on day of sale, and as to the real estate shall be one-third cash on day of sale and the balance thereof upon ratification of sale, the deferred payments, if any, to bear interest from day of sale, or all cash at the option of the purchaser or purchasers, title papers and all documentary revenue stamps at the expense of the purchaser or purchasers thereof, and as soon as may be convenient after said sale, he shall return to this Court a full and particular account of his proceedings relative to sale sale and 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 payment of the whole purchase money, and not before, he shall, by good and sufficient deeds to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns, the property and estate to him, her or them sold full, clear and discharged from all claims of the parties hereto and those claiming by, from or under them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of these proceedings and such commissions as provided herein to the said Trustee.

THOS. J. KEATING JR.
JUDGE

Filed Sept. 17, 1958

REPORT OF SALE

Filed Nov. 3, 1958

LAYMAN J. REDDEN, Trustee,	:	IN THE CIRCUIT COURT
Vs.	:	FOR QUEEN ANNE'S COUNTY
LLOYD H. FLEMING, BERNARD H. KIBLER and JOHN W. GIBSON, Co-partners, Trading as THE JUMP HARDWARE AND IMPLEMENT COMPANY	:	IN EQUITY NO. 4203 CHANCERY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Layman J. Redden, Trustee, respectfully represents:

FIRST: That on the 30th day of August, 1958, Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners, trading as The Jump Hardware and Implement Company, executed and delivered unto the said Laymen J. Redden a Deed of Trust conveying all of their partnership property of every kind and description for the purpose of dissolving said partnership firm and for the benefit of the creditors of said firm, as will appear by certified copy of said Deed of Trust filed among the proceedings of this cause.

SECOND: That your Trustee filed his bond for the faithful performance of the duties reposed in him by said Deed of Trust and which said bond has been duly approved by this Honorable Court.

THIRD: That under the terms of said Deed of Trust it is provided that said Trustee make sale of so much of said property conveyed as was salable.

FOURTH: That among the assets delivered into possession of said Trustee were certain parcels of real estate which were duly appraised at the total price of Forty-two Thousand Dollars ($42,000.00), all of which will more fully and at large appear by reference to the inventory and appraisement filed in these proceedings.

FIFTH: That pursuant to said power and authority under said Deed of Trust, and also pursuant to an Order of this Honorable Court passed on the 17th day of September, 1958, and after having given at least three weeks's notice of said sale by advertisement published once in each of four successive weeks in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, as will more fully and at large appear by Printer's Certificate of said advertisement filed herewith, your Trustee did attend public sales at the premises heretofore occupied by the said firm of The Jump Hardware and Implement Company on Tuesday, October 21, 1958, at 2:00 o'clock, P.M., Eastern Daylight Time, and did then and there offer and expose at public sale all of the right, title, interest and estate at law and in equity of the said Co-partners, trading as The Jump Hardware and Implement Company, in and to the property hereinafter described as Tract No.1; and your Trustee did also attend sale on Friday, October 24, 1958, at 2:00 o'clock, P.M., Eastern Daylight Time, and did then and there offer and expose at public sale all of the right, title, interest and estate at law and in equity of the said Co-partners, trading as The Jump Hardware and Implement Company, in and to the property hereinafter described as Tract No. 2, consisting of four (4) parcels thereof, both of said tracts being described as follows:

TRACT NO. 1: ALL that piece or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, lying on the West side of the Centreville-Easton and the North side of the Queenstown-Centreville State Roads about opposite the junction of the aforesaid State Roads and more fully described as follows:

BEGINNING for the same at the center of a drain and on the North side of the Queenstown Road at a point on the Right-of-Way line which is thirty-three feet from the center of said road and running by and with the intended Right-of-Way line to the aforesaid Queenstown-Easton State Roads and over an 8"x8" concrete marker placed 12 feet from the center of said drain the eight following courses and distances: South 86 degrees 6 minutes East 71.10 feet to a point, North 88 degrees 16 minutes East 98.30 feet to a point, North 87 degrees 54 minutes East 98.30 feet to a point, North 77 degrees 40 minutes East 95.60 feet to a point, North 70 degrees 14 minutes East 98.40 feet to a point, North 61 degrees 41 minutes East 90.80 feet to a point, North 44 degrees 15 minutes East 94.50 feet to a point, North 26 degrees 43 minutes East 96.60 feet to an 8"x8" conrete marker set on a new division line between these lands and those of Lot No. 2, being 30 feet from the center of the Easton State Road; thence by and with the said new division line, North 71 degrees West 381.40 feet to an 8"x8" concrete marker; thence continuing the same course 30 feet, more or less, to the center of a ravine or branch; thence by and with the center of said branch or ravine the two following courses and distances: South 40 degrees 18 minutes West 316.60 feet to a point, South 18 degrees 27 minutes West 152.60 feet to the point of beginning; containing THREE AND FIVE HUNDRED TWENTY-TWO THOUSANDTHS (3.522) ACRES OF LAND, more or less, according to a survey made by J. B. Metcalfe, Surveyor, bearing date of September, 1945 and now of record in the office of the Clerk of the Circuit Court for Queen Anne's County.

SAVE AND EXCEPT THEREFROM, however, that small lot which was conveyed by Jump Hardware and Implement Company unto Raymond D. Engle and Elizabeth J. Engle, his wife, by deed dated April 5, 1947, and described therein as follows: ALL that lot, part of a lot or parcel of land situate, lying and being in the Third Election Districr of Queen Anne's County, Maryland, on the right hand side of the State Road leading from Centreville to Queenstown adjoining the Mill Farm of Leon O. Clark which he recently purchased from J. W. Keith and the other land of the Grantors and more particularly described according to a surbey thereof made by J. B. Metclfe, Surveyor, in March, 1947, as follows: BEGINNING for the same at a point in the middle of a ditch or drain which is the boundary line between the land hereby conveyed and the said Mill Farm and on the Northerly side of the aforesaid State Road and running thence by and with the Northerly side of said State Road, South 86 degrees 6 minutes East 12 feet to an 8"x8" concrete monument; thence continuing South 86 degrees 6 minutes East 59.10 feet to a point, thence North 88 degrees 16 minutes East 98.30 feet to a point; thence North 87 degrees 54 minutes East 32.70 feet to another concrete monument; thence by and with a new division line between the land hereby conveyed and the other land of the Grantors, North 10 degrees 53 minutes West 246.60 feet to a concrete monument; thence continuing with the same course 25 feet, more or less, to the center of a ravine or branch which is a continuation of the ditch in which the starting point is located; thence with the center line of said ravine the two following courses and distances: South 40 degrees 18 minutes West 158.70 feet to a point; South 18 degrees 27 minutes West 152.60 feet to the place of beginning, contining ONE-HALF (½) ACRE OF LAND, more or less; being a part of the same property which was conveyed unto the Jump Hardware and Implement Company by J. William Keith and Elva B. Keith, his wife, by deed dated October 15, 1945 and recorded in Liber A.S.G., Jr. No. 12, folio 267, one of the Land Record Books for Queen Anne's County, Maryland.

TRACT NO. 2: ALL those three lots or parcels of land situate, lying and being in the Town of Queen Anne, in the Sixth Election District of Queen Anne's County, Maryland, and more particularly described as follows:

PARCEL NO. 1: ALL that lot or parcel of land improved by a frame building formerly callted or known as "The Hotel Property" or the "Garrettson Smith Hotel Property" on the East side of the public road leading through said village from Centreville to Hillsboro (said road being called, as to that part which runs through said village, Main Street) adjoining on the North side of the Hardware Store property of The Jump Hardware and Implement Company (being Parcel No. 2 hereof) and on the South side, the property of Lloyd H. Fleming and Beulah D. Fleming, his wife, formerly belonging to Fred Jump and Mary Jump, his wife, said lot herein conveyed having a frontage on said street or road 60 feet and running back Eastwardly with a regular width of 60 feet to a depth from said street of 200 feet to an alley.

PARCEL NO. 2: ALL that lot or ground improved by a frame store house and a frame warehouse formerly called or known as "The G. L. Jump Hardware

Property" on the East side of the road or street in said village leading from the Town of Centreville through said village to Hillsboro and called Main Street, said lot being bounded on the North by the property formerly belonging to Harry P. Flowers and now belonging to Robert Eveland and wife and on the South by Parcel No. 1 herein above described and running back from said Main Street Eastwardly with a regular width of 60 feet for a distance of 200 feet to an alley in the rear of said lot.

PARCEL NO. 3: ALL that lot of ground now improved by a one store frame shop or building and also an open shed and metal construction and more particularly described as follows: BEGINNING for said Parcel No. 3 at a point on the West side of Broad Street in the Town of Queen Anne, 120 feet Northward from the Northwest corner of Broad and Water Streets and running thence Northwardly with said Broad Street 60 feet; thence in a Westerly direction with the line of a residence property belonging to George C. Moore 163 feet to an alley which is 18 feet wide; it being the same referred to in described Parcels Nos. 1 and 2 above; thence with the line of said alley Southward 60 feet; thence Eastwardly with the north line of another residence property belonging to George C. Moore and now to W. H. Goodhand, 163 feet to the place of beginning; being the same and all the land conveyed unto Lloyd H. Fleming, Robert Eveland, John W. Gibson and Bernard H. Kibler, co-partners, trading as Jump Hardware and Implement Company, by Henry E. Morgan, et al., by deed dated November 20, 1943, recorded in Liber A.S.G.,Jr. No.8, folio 504, et seq., a Land Record Book for Queen Anne's County; the undivided partnership interest of the said Robert Eveland in said property having been conveyed unto the said Lloyd H. Fleming, John W. Gibson and Bernard H. Kibler by a subsequent deed dated May 12, 1944, recorded in Liber A.S.G., Jr., No. 9, folio 338, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 4: ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, in the village of Queen Anne and bounded on the East by Broad Street; on the South by Jump Hardware and Implement Company, on the West by an alley; on the North by the property of Horace Morgan and more fully described as follows: BEGINNING for the same at a point on Broad Street where this lot corners with the property of Jump Hardware and implement Company, thence in a Westerly direction along with the property of the Jump Hardware and Implement Company for a distance of 150 feet to an alley; thence in a Northerly direction along and with said alley for a distance of 60 feet to the property of Horace Morgan; thence in an Easterly direction along and with the property of Horace Morgan a distance of 150 feet to Broad Street; thence in a Southerly direction along and with Broad Street for a distance of 60 feet to the place of beginning; being the same lot or parcel of land which was conveyed unto the Jump Hardware and Implement Company by George C. Moore and Naomi H. Moore, his wife, by deed dated June 8, 1945, and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber A.S.G.,Jr. No., 11, folio 297.

SIXTH: Your Trustee sold Tract No. 1 to William E. Denny, Jr. and Ida G. Denny, his wife, at and for the price and sum of Thirty-two Thousand Dollars ($32,000.00), they being the highest bidders therefor, and said purchasers have satisfactorily complied with the terms of sale.

SEVENTH: Your Trustee did subsequently sell Tract No. 2 by first offering each of said parcels separately, having previously announced that the highest bids received on each of said parcels would be reserved following which all four (4) parcels constituting said tract would be offered together and as a whole and would be sold in the way in which said property brought the most money. In accordance therewith, your Trustee did then and there offer each of said parcels separately and received the highest bid for Parcel No. 1 from James A. Miller for One Thousand Dollars ($1,000.00), which said bid was reserved; Parcel No. 2 was then offered and your Trustee received the highest bid therefor from Horace M. Morgan for One Thousand Dollars ($1,000.00), which said bid was reserved; your Trustee then offered Parcel No. 3 and received the highest bid therefor from Horace M. Morgan for Eight Hundred Dollars ($800.00), which said bid was reserved; your Trustee then offered Parcel No. 4 and received the highest bid therefor from John W. Chaires for Twenty-seven Hundred Dollars ($2,700.00), which said bid was likewise reserved; your Trustee did then announce that the total of all of said bids for said parcels offered individually aggregated a total sum of Fifty-five Hundred Dollars ($5,500.00), and said property was then offered together and as a whole, comprising all four (4) of said parcels, and the highest bid received therefor when so offered was for the sum of Seven Thousand Dollars ($7,000.00), from Howard N. German, and said price being in excess of the sum total of the individual bids previously receibed, your Trustee did then and there declare said property sold to the said Howard N. German at and for the price and sum of Seven Thousand Dollars ($7,000.00), he being the highest bidder therefor, and said purchaser has satisfactorily complied with the terms of said sale.

Respectfully submitted,

LAYMAN J REDDEN
Layman J. Redden.
Trustee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Layman J. Redden, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that the sales therein reported were fairly made.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
Seal

ELIZABETH P. KEEN
Notary Public

Filed Nov. 3, 1958

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF REAL ESTATE

Filed Nov. 3, 1958

LIQUIDATING TRUSTEE'S SALE
OF GENERAL HARDWARE AND SUPPLIES, HOUSEHOLD APPLIANCES, SHOP TOOLS & EQUIPMENT, FARM MACHINERY & EQUIPMENT, OFFICE FURNITURE & EQUIPMENT, AUTOMOBILES & TRUCKS & REAL ESTATE

Under the authority contained in a Deed of Trust from Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners, trading as The Jump Hardware and Implement Company, and also by an order of the Circuit Court for Queen Anne's County, Maryland, in Chancery Proceedings No. 4203, the undersigned Trustee will sell at public auction to the highest bidder all of the property, equipment and real estate of the firm of The Jump Hardware & Implement Company at the towns of Centreville and Queen Anne, Maryland, during the week beginning Monday, October 20, 1958, and ending on Saturday, October 25, 1958. All sales to begin promptly at 10:00 o'clock A.M., Eastern Daylight Time, at the respective locations hereinafter named, and the property being sold on each day being hereinafter set forth.

MONDAY, OCTOBER 20

All shop and machine tools of said partnership firm will be sold at the Centreville store, located on the southern limits of the town of Centreville, and including generators, floor jacks, welders, chain hoists, drill presses, honing machines, air compressors, grease pumps, pipe wrenches, and all other types of machine and equipment for the repair of automotive equipment, including farm machinery.

TUESDAY, OCTOBER 21

All of the remaining general hardware merchandise and supplies of said firm at the above location including power saws, insecticides, cleaners, garden tools, carpentry tools, firearms, builders' hardware, paints and supplies, counters, tables and cabinets, also office equipment including desk, typewriter, file cabintes, cash register, and other general office supplies and equipment.

Promptly at 2:00 o'clock P.M. the sale of personal property will be suspended and the following tract of real estate comprising the Centreville store property will then be offered for sale, the description of which is as follows: ALL the piece or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, lying on the west side of the Centreville-Easton and on the north side of the Queenstown-Centreville Roads, opposite the junction of the same, and containing approximately THREE (3) ACRES OF LAND by surveyed courses and distances thereof, and having several hundred feet of frontage on said highways, on the southern limits of the town of Centereville; and being the same property conveyed to Jump Hardware and Implement Company by J. W. Keith and wife dated October 15, 1945, and recorded in Liber A.S.G.,Jr., No. 12, folio 267, SAVE AND EXCEPT all that portion thereof fronting on the Queenstown Road conveyed by the partners of Jump Hardware and Implement Company to Raymond D. Engle and wife by deed dated April 5, 1947, and recorded in Liber A.S.G.,Jr., No. 16, folio 587; both of said references being made to the Land Records of Queen Anne's County, Maryland, and reference thereto being hereby made for a more particular description thereof; which is improved by a comparatively new and modern one-floor store building of brick and concrete block sidewall construction, including composition roof and concrete floor and with large dispaly frontage on sidewalls facing highway, and which is particularly suitable for such commercial purposes as auto showroom, hardware and implement business, and retail food, furniture or department store.

THURSDAY, OCTOBER 23

To be sold on the northern limits of the town of Queen Anne on the south side of Route 404 adjoining Queen Anne at the intersection with Route 309, a complete line of new and used farm machinery and equipment, over 300 items, including tractors, tractor cultivators and plows, spreaders, mowers, cultivators, balers, corn pickers, planters, elevators, disk harrows, drills, rakes, pulverizers, forage harvesters, ditchers, combines, and also miscellaneous household appliances, including washers, dryers, ironers, refrigerators, all types of milking equipment, motors, lawn mowers, sprayers, hay feeders, rotary hows, wagon hoists, scrapers and other equipment including motor oils and other lubricants and a large assortment of various sizes of new and used tractor, truck, implement and auto tires and tubes.

FRIDAY AND SATURDAY,
OCTOBER 24 and 25

All remaining property of said firm to be sold at the store property located in the town of Queen Anne, including miscellaneous carpentry tools, paints, miscellaneous general hardware, household supplies, garden tools, small farm tools and equipment, auto and truck supplies, water pumps, motors, roofing supplies and many other articles and supplies for farm and home.

Promptly at 2:00 o'clock P.M. on Friday, October 24, the sale of the above personal property will be suspended and the real estate comprising the Queen Anne location of Jump Hardware and Implement Company will be offered in the following manner: ALL those four certain parcels of land together with improvements thereon situate, lying and being in the town of Queen Anne in the Sixth Election District of Queen Anne's County, Maryland, described as follows:

PARCEL NO. 1 - Known as "The Hotel Property" being a lot having a frontage of 60 feet on the Main Street of Queen Anne and running back in an easterly

direction with a regular width of 60 feet to a depth of 200 feet to any alley. This lot is improved by a 15-room building operated years ago as a hotel property, and partitioned into two apartments, and has been used as a storage building.

PARCEL NO. 2 - Lot of 60 feet frontage on the Main Street of Queen Anne adjoining Parcel No. 1 on the north side of the same and running back in an easterly direction with a regular width of 60 feet to a depth of 200 feet to an alley, and being known as "The G. L. Jump Ha4dware Property". The buildings and improvements on this lot consist of the store building of Jump Hardware and Implement Company and which is divided into three sections; the front portion being the store, the middle section being used for parts storage room and the rear portion being a machinery repair shop.

PARCEL NO. 3 - Being a lot having a frontage of 60 feet on Broad Street in the town of Queen Anne and running back in a westerly direction a uniform width of 60 feet to a depth of 163 feet to the alley referred to in Parcels Nos. 1 and 2. The buildings and improvements on this lot consist of an open front storage shed, and a quonset-type storage shed connected to a barn used for additional storage.

PARCEL NO. 4 - Lot fronting on Broad Street in the town of Queen Anne adjoining Parcel No. 3 on the south and the Horace Morgan property on the north, having a frontage of 60 feet on said street and running back in a westerly direction a regular width of 60 feet to a depth of 150 feet to the alley referred to in the aforegoing parcels. The buildings and improvements on this parcel consist of a paint shop and a large, almost new, open side storage shed with sheet aluminum roof and side walls.

Parcels Nos. 1 to 3 inclusive are the same lands mentioned and described to the present partners, trading as The Jump Hardware and Implement Company, in the following two deeds: from Henry E. Morgan, et al., dated November 20, 1943, recorded in Liber A.S.G.,Jr., No. 8, folio 504; and from Robert Eveland and wife, dated May 12, 1944, recorded in Liber A.S.G.,Jr., No. 9, folio 338; both references being to the Land Records for Queen Anne's County, Maryland. Parcel No. 4 was conveyed to said partners by deed from George C. Moore and wife, dated June 8, 1945, and recorded in Liber A.S.G.,Jr., No. 11, folio 297 of said Land Records.

The manner of sale of all of the aforegoing parcels will be as follows: each of said parcels will be of ered separately and the highest bids on each of them will be reserved, following which all four parcels will be offered together and as a whole, and will be sold in the way in which said property brings the most money.

Following the real estate sale, a complete line of office equipment including furniture, typewriter, adding machine, safes, air conditioner and other equipment will be sold.

On Saturday, the 25th, at 11:00 o'clock A.M., there will also be sold 2 Plymouth automobiles and 7 International trucks, all in good condition.

TERMS OF SALE

As to all personal property—Terms of sale will be cashed and no property to be removed from the premises until fully paid for, and the purchasers will be given ample opportunity and time to remove the same.

As to the real estate—The purchaser or purchasers of the real estate shall be required to pay one-third of the purchase money cash on day of sale, and the remaining balance thereof upon ratification of sale, or all cash at the option of the purchaser or purchasers, deferred payment, if any, to be secured by the interest bearing note of the said purchaser or purchasers, with security to be approved by the undersigned Trustee. Title papers and all documentary revenue stamps and transfer costs at the expense of the purchaser or purchasers.

LAYMAN J. REDDEN, Trustee

CARROLL BROS.
J. ELMER ANTHONY, AUCTIONEERS

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Liquidating Trustee's Sale in the case of JUMP HARDWARE AND IMPLEMENT COMPANY 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 4 successive weeks before the 18th day of October, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of September 1958, and the last insertion on the 16th day of October, 1958.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Dee Luff

Filed Nov. 3, 1958

ORDER NISI

Filed Nov. 3, 1958

NISI

Layman J. Redden, Trustee,	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners, Trading as The Jump Hardware and Implement Company	:	IN EQUITY NO. 4203

ORDERED, this 3rd. day of Nvember, 1958, that the sale of real estate made and reported in this cause by Layman J. Redden, Trustee, be ratified and confirmed, on or after the 5th. day of December next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 13th. day of November 1958, and ending on the 27th. day of November 1958.

The report states the amount of sales to $39,000.00.

T. SORDEN PIPPIN Clerk

Filed: Nov. 3, 1958

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Dec. 12, 1958

NISI

Layman J. Redden, Trustee

vs.

Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, co-partners, Trading as The Jump Hardware and Implement Company

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

No. 4203

ORDERED, this 3rd day of November, 19 8 that the sale of real estate made and reported in this cause by Layman J. Redden, Trustee, be ratified and confirmed, on or after the 5th day of December, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 13th day of November, 1958, and ending on the 27th day of November, 1958.

The report states the amount of sales to be $39,000.00.

Filed: Nov. 3, 1958

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 12,1958

The Queen Anne's Record and Obserber Publishing Company, a body corporate, does hereby certify that nisi in the estate of The Jump Hardware and Implement Company 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 three successive weeks, commencing on the 13th day of November, 1958, and ending on the 27th day of November, 1958.

The Queen Anne's Record and
Observer Publishing Co.

by: Dee Luff

(Certificate-NISI Sales only)

Filed Dec. 12, 1958

RATIFICATION OF SALE

Filed Dec. 12, 1958

LAYMAN J. REDDEN, Trustee,	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
Vs.	:	
LLOYD H. FLEMING, BERNARD H. KIBLER and JOHN W. GIBSON, Co-partners, Trading as THE JUMP HARDWARE AND IMPLEMENT COMPANY	:	IN EQUITY NO. 4203 CHANCERY

ORDERED, this 12th day of December, 1958, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate mentioned in these proceedings, by Layman J. Redden, 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 previous Order of this Court; and the Trustee is allowed the commissions set forth in the Deed of Trust filed herein and all expenses, not personal, for which he shall produce vouchers to the auditor.

THOS J. KEATING JR.
J U D G E

Filed Dec. 12, 1958

AMENDMENT TO DEED OF TRUST

Filed Mar. 31, 1959

* * * * * * * * * * * * * * * *

LLOYD H. FLEMING,
BERNARD H, KIBLER and
JOHN W. GIBSON,
Co-partners trading as
THE JUMP HARDWARE AND
IMPLEMENT COMPANY

TO

LAYMAN J. REDDEN

* * * * * * * * * * * * * * * *

THIS AMENDMENT TO DEED OF TRUST, by Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, formerly Co-partners trading and doing business as The Jump Hardware and Implement Company, of Queen Anne's County, State of Maryland.

WHEREAS, the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson have previously executed and delivered unto Layman J. Redden a certain Deed of Trust, for the purpose of liquidating their partnership business, which said Deed of Trust has been duly recorded among the Land Records for Queen Anne's County, Maryland, and which is the subject of Chancery Proceedings No. 4203 in the Circuit Court for Queen Anne's County, certified copy of said Deed of Trust being filed therein and reference thereto being hereby made for a more particular description of the same and the terms thereof, and

WHEREAS, in the second paragraph of said Deed of Trust, the compensation for the services of the said Layman J. Redden as Trustee were set forth, but it now appearing that there is some question as to the intent of all of the said parties as to said commissions, this Amendment to said Deed of Trust with respect to the same is hereby executed.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises, the services rendered by our said Trustee, and the further sum of One Dollars ($1.00), the receipt of all of which being hereby acknowledged, the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson do hereby agree that the second paragraph of said original Ceed of Trust be, and the same is, hereby amended to provide that the said Layman J. Redden, as Trustee, shall be compensated for his services as an expense of the administration of said Trust in the liquidation of said partnership business a sum equal to the commissions allowed Trustees for making sale of real property by virtue of a Decree of a Court having equity jurisdiction in the State of Maryland, that is to say, ten (10) per centum of the first $3,000.00 of said sales and five (5) per centum on the remainder thereof, said commissions to be assessed against the gross proveeds of sale and all other monies received by him, except that said Trustee shall be entitled to receive a commission of ten (10) per centum of all accounts receivable due and owing to said partnership firm which shall be collected by him, provided that said Trustee shall not be entitled to have audited to him any commissions on notes receivable on which he has received and deducted commissions in the amount of $4,296.59 to be shown by him as an item net without commissions allowable on his final report to be made in said liquidation proceedings.

AS WITNESS the hands and seals of the said Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners as aforesaid, and Layman J. Redden, Trustee, this 30th day of March, 1959.

Attest: As to all parties

ELIZABETH P. KEEN

LLOYD H. FLEMING (SEAL)
Lloyd H. Fleming

BERNARD H. KIBLER (SEAL)
Bernard H. Kibler

JOHN W. GIBSON (SEAL)
John W. Gibson
Co-partners

LAYMAN J. REDDEN (SEAL
Layman J. Redden
Trustee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Lloyd H. Fleming, Bernard H. Kibler and John W. Gibson, Co-partners as above set forth, and Layman J. Redden, Trustee, and each did acknowledge the aforegoing Amendment to Deed of Trust to be their act and deed, and that they executed the same for the purposes therein set forth.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELIZABETH P. KEEN
Notary Pubiic

Filed Mar. 31, 1959

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

IN THE MATTER OF THE TRUST ESTATE UNDER THE WILL OF ALBERT C. FOX, deceased	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Petition of Clifton M. Miller, Jr., one of the Trustees named in the Will of Albert C. Fox, deceased, respectfully sets forth:

1. THAT, as will appear by reference to the Last Will and Testament of Albert Claughton Fox, late of Queen Anne's County, Maryland, deceased, a certified copy of which is filed herewith as a part hereof marked "Petitioner's Exhibit No. 1", the same having been admitted to probate by the Orphans' Court of Queen Anne's County and recorded in Will Record Book EEC #1, folio 147, your Petitioner and Thomas J. Keating, Jr. were named Executors thereof, and were also appointed Trustees of the Trust Estate created thereby consisting of the entire residue of the estate.

2. THAT said Executors have filed two Administration and Distribution Accounts in the Orphans' Court of Queen Anne's County, which have been approved, and they have made the distrubitions shown therein to themselves as Trustees, same consisting of the following:

(a)	As per the First Account:		
	Livestock	$6,715.80	
	Implements	3,197.50	
	Ten shares Elect. Boat Co. preferred Exchanged for 10 shares of General Dynamics preferred	380.00	
	75 shares of Curtiss Wright Corp. A Stock	1,781.25	
	25 shares of American Steel Foundries	857.25	
	25 shares of Chrysler Corp.	1,731.25	
	50 shares of Studebaker Corp.	1,650.00	
	52 shares of Standard Steel Spring Corp.	1,215.50	
	50 shares of United Aircraft Corp.	1,487.50	
	87.74 shares of Queen Anne's County Farm Bureau	87.74	
	30 shares of Overman Cushion Tires, Preferred.	no value	
	Cash in the sum of	8,074.61	$27,178.40
(b)	As per the Second Account, Cash in the sum of		7,062.82
			$34,241.22

3. THAT, immediately upon receiving the distribution under the First Account, on or about April, 1953, your Petitioner and the said Thomas J. Keating, Jr., as Trustees, took charge of the Trust assets and, at the request of, and under an agreement with, all of the persons interested in said Trust Estate, continued the farming operation theretofore conducted by the Decedent on the Headlong Hall Farm.

4. THAT the persons who are beneficially interested in the Trust Estate are:
Margaret A. Fox, of Centreville, Queen Anne's County, Maryland, widow, and life beneficiary,
Douglas C. Fox, of 1929 - 38th Street, N.W., Washington, D.C., son, remainderman.
Nancy Fox Moorshead, of 117 Fairfax Road, Rosement, Pennsylvania, daughter, remainderman,
Elizabeth Fox Miller, of Middleburg, Virginia, but now residing at Bethany Beach, Delaware, daughter, remainderman.

5. THAT William R. Fox, the other remainderman named in the Dececent's Will, predeceased the Testator.

6. THAT the Trustees have rendered to all of the parties, life tenant and remaindermen, three annual accounts of their conduct of the Trust Estate, copies of which are filed herewith marked "Petitioner's Exhibit No. 2", "Petitioner's Exhibit No. 3", and "Petitioner's Exhibit No. 4", respectively, the latter of which showed Income and Disbursements up to December 31, 1955.

7. THAT the following changes have been made in the Corpus of the Trust by the Trustees from the time of the receipt of the assets by them up to July 1, 1956:

(a) Many of the old and obsolete farm implements were sold or traded in on new implements to improve the efficiency of the farming operation. (SEE the several Reports).
(b) The two (2) horses and trucks were sold.
(c) A large modern shed for the cattle was built and paid for out of the Corpus account at a cost of $1,312.63.
(d) The following stocks have been sold:

	Held at	Sold at
25 shares American Steel Foundries sold 1/20/56	$ 857.25	$ 974.85
25 shares Chrysler Corporation, sold 1/26/56	1731.25	1979.50
52 shares Standare Steel Spring exchanged for 54 shares of Rockwell Spring & Axle Company, sold 1/26/56	1215.50	1580.47

58 shares Studebaker Corporation exchanged for 75 shares of Studebaker-Packard Corporation, sold 1/26/56	1650.00	692.52
	$ 5454.00	$5227.34
	5227.34	
LOSS	$ 226.66	
OF the above proceeds there was invested by the Trustees in the purchase of $5,000.00 Lincoln Service Corporation 5½% Capital Debentures due 12/1/67, the sum of		4935.28
THIS amount added to Cash Corpus		$ 292.06

8. THAT the following stocks have been received as stock dividents:
25 additional shares of Common Stock of United Aircraft Corporation,
16 shares of Chance Vought Aircraft, Incorporated, issued by United Aircraft Corporation

9. THAT the 10 shares of General Dynamics Preferred were exchanged for 10 shares of General Dynamics Common Stock and an additional 10 shares of Common Stock was issued as stock dividend making 20 shares of Common Stock now held.

10. THAT, although the farming operation has not yielded very much net income, the dairy herd has been increased in size from offspring and the buildings on the farm have been repaired and improved and the soil brought to a higher degree of productivity so that the Trust Real Estate is, in the opinion of your Petitioner, of substantially greater value than at the beginning of the Trust.

11. THAT, as will be seen by the several Trustees' Accounts, they have not paid themselves any Commissions as Trustees yet, but do not waive claim to same.

12. THAT your Peitiioner finds that it is no longer possible for him to act as one of the Trustees of the Estate, and he, therefore, desires to resign the Trust, as provided in Section 283 of Article 16 of the Code of Public Gereral Laws of Maryland, and your Petitioner files herewith, as a part thereof, a Report, under oath, of receipt and disbursements from January 1, 1956, to July 1, 1956, marked "Petitioner's Exhibit No. 5".

13. THAT there has been no Audit of the Trustees' Accounts since the one made by J. Thomas Clark, Auditor, as of January 28, 1954, and your Petitioner is informed by Thomas J. Keating, Jr., his Co-Trustee, that, in attempting to reconcile the Accounts hereinbefore mentioned and filed herewith with the Bank balance, it appears that the Trustees have in hand slightly more money than appears by the Accounts, and it is their desire to have an Audit of their Accounts and books.

WHEREFORE, your Petitioner prays your Honors to authorize him to retire from and resign the Trust under the Will of Albert Claughton Fox, deceased, and to grant him such other and further relief as his case may require.

Respectfully submitted,

CLIFTON M. MILLER JR.
(Clifton M. Miller, Jr.)
Co-Trustee

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

THIS IS TO CERTIFY that on this 13th day of July, 1956 before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Clifton M. Miller, Jr., Co-Trustee, and did make oath in due form of law that the matters and things set forth in the aforegoing Petition are true to the best of his knowledge and belief.

NOTARY
PUBLIC
SEAL.

MARY KER KEATING
NOTARY PUBLIC
My Commission expires 5/6/57

THE UNDERSIGNED, Thomas J. Keating, Jr., Co-Trustee, having read the aforegoing Petition and Exhibits filed therewith, affirms the matters therein set forth and consents to the passing of the Order prayed for therein.

THOS J. KEATING JR.
(Thomas J. Keating, Jr.)
CO-TRUSTEE

Filed July 18, 1956

PETITIONER'S EXHIBIT NO. 1.

Filed July 18, 1956

LAST WILL AND TESTAMENT

I, ALBERT C. FOX, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills or Codicils by me heretofore made.

FIRST - I do hereby direct my Executors, hereinafter named, to pay all of my just debts and funeral expenses.

ITEM ONE - AFTER the payment of my just debts and funeral expenses, I do hereby give, devise and bequeath all of the rest, residue and remainder of my estate and property of whatever kind and description, and wherever the same shall be situated or located, real, personal and mixed, unto my Executors, hereinafter named, in trust and confidence never-the-less for the following uses and purposes, to wit: To take charge of, hold, possess, manage, invest and re-invest the same and to collect the income therefrom, and after paying out of the income therefrom all proper expenses incident to the conduct of the Trust Estate, to pay over the net income arising therefrom unto my dear wife, Margaret H. Fox, so long as she shall live. Upon the death of my said wife, Margaret H. Fox, my said Trustees, or their successors in the Trust, shall distribute, pay over and convey the Corpus of said Trust Estate unto such of my following children as shall be then living: Douglas C. Fox, William R. Fox, Nancy Fox, Elizabeth Fox Miller, in equal shares, absolutely; the share of any said child predeceasing my said wife shall be divided amongst the survivors of them.

ITEM TWO - I do hereby confer upon my said Executors hereinafter named, either in their capacities as Executors or as Trustees of the Trust Estate hereby created, full power to sell, lease, mortgage, assign, transfer or otherwise deal with any of my property in order to carry out the terms of this, my Will, and they shall have power to invest the original assets or the proceeds thereof, and re-invest the same in such property or securities as in their judgment will promote the best interests of the Trust Estate.

ITEM THREE - I do hereby declare that all of the household furniture and effects in my home at Headlong Hall already belong to my dear wife, Margaret H. Fox, in her own right and I make this declaration so that there may be no question of that fact.

ITEM FOUR - I do hereby nominate, constitute and appoint my son-in-law, Clifton McPherson Miller, Jr., and my Attorney, Thomas J. Keating, Jr. to be the Executors of this my last Will and Testament and Trustees of the Trust Estate created hereby, and upon the death, resignation, or other inability of said Executors, or either of them, to serve, I do hereby direct that a Court of appropriate jurisdiction shall appoint his or their successor or successors.

IN TESTIMONY WHEREOF, I do hereunto set my hand and seal this sixteenth day of February, in the year Nineteen Hundred and Forty-nine.

ALBERT C. FOX - _____ (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above Testator, ALBERT C. FOX, as and for his Last Will and Testament, in the presence of us and each of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

Katherine C. O'Neal
Centreville, Maryland.

W. Layton Holton
Centreville, Md.

A Sydney Gadd Jr
Centreville. Md.

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

On the 25th day of February A.D., 1952, came Nancy Fox, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of Albert C. Fox, 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 safe deposit box #49 in The Centreville National Bank of Maryland on or about the 25th day of February A.D., 1952.

Sworn before

Edward E. Coursey
Register of Wills of
Queen Anne's County, Md.

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

On the 25th day of February 1952, came A. Sydney Gadd, Jr. of Centreville, Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of Albert C. Fox, 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, pronunce 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, mem-

ory and understanding; and that he together with Katherine C. O'Neal and W. Layton Holton subscribed his name as witness to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test: Edward E. Coursey

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

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

On the 25th day of February 1952, came Katherine C. O'Neal of Centreville, Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of Albert C. Fox, 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 A. Sydney Gadd, Jr. W. Layton Holton 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: Edward E. Coursey

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

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The aforegoing Instrument of Writing, purporting to be the least Will and Testament of ALBERT C. FOX, 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 25th day of February, A.D., 1952, that the same be admitted in this Court as the true and genuine last Will and Testament of the said ALBERT C. FOX, deceased.

Edward E. Coursey

Register of Wills 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 aforegoing is a true copy of ALBERT C. FOX, late of Queen Anne's County, deceased, as filed and passed in this office on February 25th, 1952 and recorded in Liber E.E.C. No. 1 Folio 147 in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 16th day of July 1956.

SEAL'S
PLACE

E. CLYDE WALLS

Register of Wills for
Queen Anne's County, Maryland

Filed July 18, 1956

PETITIONER'S EXHIBIT NO. 2

Filed July 18, 1956

IN THE MATTER OF THE ESTATE :

OF :

ALBERT C. FOX, deceased. :

At the request of Thomas J. Keating, Jr., one of the Executors and Trustees of the Estate of Albert C. Fox, deceased, I have prepared the following account of Clifton M. Miller, Jr., and Thomas J. Keating, Jr., Executors and Trustees, showing the condition of the estate, both executorship and trusteeship. The executorship account has been brought up to January 19, 1954, and the corpus of the Trust Estate is shown as of January 1, 1954. The income account is shown from March 11, 1953 (the date to which income was computed in the Executors' First Administration Account filed in the Orphans' Court) to January 28, 1954.

I have verified all cash balances and it will be seen that all cash

chargeable to the Executors and Trustees is on deposit in The Centreville National Bank, but that the cash in the Trustees corpus account is $342.48 (the difference between $8,076.61 and $7,732.13) more than it should be, which amount should be transferred to the Executors' Account, said difference arising by reason of the conversion of personal property as shown on the conversion sheet.

J THOMAS CLARK
J. Thomas Clark
Auditor of the Circuit Court for
Queen Anne's County

Executors' Account to January 19, 1954

1. Amount of cash retained by Executors per Administration Account		$ 10,000.00
Plus amount paid from Fox Brokerage Account with Francis I. DuPont, Brokers		112.50
		$ 10,112.50
LESS following disbursements:		
1. Maryland Income tax of deceased	$ .60	
2. Director of Internal Revenue, Estate taxes	2549.71	
3. Mitchell, Hutchins & Company, for transfer of securities to Trustees	23.28	
4. Eastern Shore Estates Company, appraiser's fee for estate tax	25.00	2,598.59
BALANCE ON HAND		$ 7,513.91

CORPUS
Sheet 1

Statement of Corpus of Trust as of January 1, 1954

1. Livestock turned over to Trustees per First Administration Account of Executors	$6,715.80	
Less 1 cow and 3 horses, per appraisal	450.00	$ 6,265.80
2. Implements and trucks turned over to Trustees per First Administration Account of Executors	3,197.50	
Plus additions in sale and purchase of same	643.93	3,841.43
3. Cash turned over to Trustees per First Administration Account of Executors	8,074.61	
Less same used by Trustees per Sheet 2	342.48	7,732.13
4. Securities turned over to Trustees per First Administration Account of Executors at their appraisal value except for exchange of 52 shares of Standard Steel Spring for 54 shares Rockwell Spring and Axle at same appraisal		9,190.49
TOTAL VALUE OF CORPUS		$ 27,029.85

CORPUS
Sheet 2

Conversion of Corpus of Trust

(A) of personal property to cash

	Appraisal value	Sale Price	Net loss or Gain
1. cow	$ 300.00	$168.35	- $ 131.65
2. 1 Ford truck	25.00	15.00	10.00
3. 3 horses	150.00	169.10	19.10
4. 1 binder - I.H.E.	25.00		
2 riding cultivators	10.00		
1 riding plow	3.00		
1 roller (old)	5.00		
1 walking plow	2.00		
1 corn cutter	5.00		
1 horse disc (old)	1.00	- 25.00	- 26.00
	$ 526.00	$377.45	148.55

(B) of cash to personal property

	Purchase price and value to be deducted from cash and added to personalty value
1. Garden tractor and attachments	$330.12
2. Plow and mower	389.81
TOTAL	$719.93

SUMMARY ON PURCHASES AND SALES

1. To be deducted from livestock, 1 cow and 3 horses		$450.00
2. To be added to value of farm implements as follows:		
(a) Equipment purchased	$719.93	
Less equipment and truck sold	76.00	643.93
3. To be deducted from cash on hand		342.48

Re: Cash on hand

Cash purchases of equipment	$719.93
Cash sales of equipment	377.45
To be deducted from cash turned over to Trustees and on hand	$342.48

CORPUS

Sheet A

Value of Corpus turned over to Trustees by Executors	$27,178.40
Value of Corpus in hands of Trustees January 1, 1954	27,029.85
NET LOSS ON SAME	$ 148.55

TRUSTEES ACCOUNT - INCOME

3/1/53 to 1/28/54, inc.

Dividends received from securities	$ 802.33
Net income from farm operation	132.67
Income due Life Beneficiary	$ 935.00

RECAPITULATION

Cash on hand to 1/28/54 inclusive

Cash in Centreville National Bank 1/28/54		
(1) Executors Account	$ 8,381.72	
Less checks out and unpaid	260.99	
Net in Executors' Account	$ 8,120.73	
(2) Trustees' Account	8,074.61	
Total cash in bank	$16,195.34	

Per Account cash on hand - 1/28/54 inclusive

(1) Income		
(a) Stock dividends	$ 802.33	
(b) From farm including sum of $14.30 due Mrs. Fox	146.97	
TOTAL INCOME ON HAND		$ 949.30
(2) Cash in Trustees' corpus account		7,732.13
(3) Cash in Executors' account		7,513.91
TOTAL CASH ON HAND IN ACCOUNT		$16,195.34

TRUSTEES ACCOUNT - INCOME

Farm Income from 3/11/53 to 1/28/54 inc.

INCOME RECEIVED:

Milk	$ 7,295.46	
Patronage refunds	54.89	
U. S. Agric. payments	131.21	
Tax refunds	107.80	
Grains	819.65	
Livestock	172.50	
TOTAL RECEIPTS		$ 8,581.51

DISBURSEMENTS:

Gas and oil	$ 418.49	
Repairs to improvements	739.85	
Labor and miscellaneous payments to Mrs. Fox	2,423.98	
Taxes and truck tags	422.49	
Veterinarians	76.00	
Reapirs and maintenance to farm equipment	663.87	
Fertilizer and lime	738.18	
Insurance	62.20	
Seed and feed	1,786.63	
Miscellaneous and harvest of crops	1,102.85	
TOTAL ACTUAL DISBURSEMENTS		$ 8,434.54
Cash on hand of income from farm		146.97
Less September,1953, electric paid by Mrs. Fox and due her		14.30
NET PROFIT FROM FARM		$ 132.67

PETITIONER'S EXHIBIT NO. 3

Filed July 18, 1956

TRUSTEES' ACCOUNT - INCOME
Farm Income from 1/28/54 to 1/1/55

INCOME RECEIVED:

Milk	$ 7,011.45	
CALVES	208.10	
corn	1,128.91	
Hogs	150.68	
Refunds	282.15	
U.S. AAA subsidy	125.89	
TOTAL RECEIPTS		$ 8,907.18

EXPENSES:

Labor	$ 2,500.99	
Feed	1,095.31	
Seed	289.04	
Machine Hire	997.92	
Supplies	381.70	
Repairs to Machinery	346.71	
Fertilizer and lime	814.40	
Veterinary & Medicines	137.75	
Gas and Oil	507.11	
Taxes	348.42	
Insurance	44.00	
Electricity	157.33	
Repairs to Buildings	355.29	
Cow Test	83.75	
Miscellaneous expenses	86.22	
Shares paid out for labor (8% milk)	622.27	
TOTAL EXPENSES		8,768.21
NET FARM INCOME		$ 138.97
Dividends		707.05
TOTAL NET INCOME		$ 846.02
*Capital Loss		153.70
Net Income		$ 692.32
PAID Mrs. Fox on account of Net Income 12/30/54		566.43
BALANCE of Net Income		$ 125.89

#(BUT no Commissions have been paid to Trustees for year 1954, they being in the amount of $ 300.00 (6% of 1st $5000.00)
230.71 (5% of 2nd $5000.00)
due and owing) $ 530.71 (on gross 1955 income, plus amount due on Corpus)

*CAPITAL LOSS STATEMENT:

Expenditures:	New Mower	$ 86.29
	New Rake	280.50
	Feed Scales	8.16
		$ 374.95
Capital Receipts:	Sale 2 Cows	221.25
CAPITAL LOSS		$ 153.70

#THE Law prescribes Comissions to Trustees on INCOME at the rate of 6% on the first $5,000.00. and 5% on the next $5,000. of gross income. In addition to the Commissions on income, Trustees are allowed by Law a Commission on the amount of Corpus of a Trust Estate in their hands at the rate of 1/4 of 1% on the first $250,000. (Both of these Commissions are Yearly Commissions). The Corpus of the Trust originally chargeable to us as Trustees, not allowing for disposal of certain implements and cattle and the acquisition of other replacements, was as follows:

Personal Property, including securities, livestock, implements, etc.		$ 27,029.85
Farm, inventoried at		37,500.00
TOTAL CORPUS OF ESTATE		$ 64,529.85
1/4 of 1% of $64,529.85	$ 161.32	
Commissions on 1954 income	530.71	
	692.03	
TOTAL COMMISSIONS due and owing	$ 692.03	

(Clifton M. Miller, Jr.)

(Thomas J. Keating, Jr.)
TRUSTEES

Filed July 18, 1956

PETITIONER'S EXHIBIT NO. 4

Filed July 18, 1956

FOX ESTATE
TRUSTEES' ACCOUNT OF INCOME and
DISBURSEMENTS.
1/1/55 to 12/31/55

INCOME RECEIVED:

MILK	$ 10,362.39	
CALVES	190.42	
CORN	343.04	
HOGS	68.40	
REFUNDS	354.25	
TOTAL RECEIPTS		$ 11,318.50

EXPENSES:

Labor	$ 2,619.29	
Feed	1,416.06	
Seed	527.35	
Machine Hire	1,073.65	
Supplies	134.22	
Repairs to Machinery	887.70	
Fertilizer and Lime	984.00	
Veterinary & Medicine	110.75	
Gas and oil	624.61	
Taxes	349.89	
Insurance	298.45	
Electricity	204.08	
Hauling	6.00	
Repairs to Buildings	1,313.16	
Cow Test	120.21	
Miscellaneous	181.58	
Shares paid out for labor (8%milk)	838.00	
TOTAL EXPENSES		$ 11,689.00
NET FARM LOSS		$ 370.50
DIVIDENDS ON STOCKS		737.94
TOTAL NET INCOME		$ 367.44
*Capital LOSS		108.96
BALANCE OF NET INCOME		$ 258.48

#(NO COMMISSIONS HAVE BEEN PAID TO TRUSTEES FOR YEAR 1955, nor FOR YEAR 1954)

*CAPITAL LOSS STATEMENT:

Expenditures:	New Corn Planter	$ 243.25
Receipts:	Sale of 1 Cow	134.29
	CAPITAL LOSS	$ 108.96

#THE Law prescribes YEARLY Commissions to Trustees on INCOME at the rate of 6% on the first $5,000.00 and 5% on the next $5,000.00 of GROSS income. In addition to the Commissions on income, Trustees are allowed by Law a Commission on the amount of CORPUS of a Trust Estate in their hands at the rate of 1/4 of 1% on the first $250,000.00 (Both of these Commissions are YEARLY Commissions).

NOTE: No Taxes on Salaries chargeable to the Estate during 1955 have yet been paid as they are not due until after January 1st.

STATEMENT OF CORPUS

The Corpus of the Trust originally chargable to us as Trustees, now allowing for disposal of certain implements and cattle and the acquisition of other replacements, sas as follows:

PERSONAL PROPERTY, including securities, livestock, implements, etc.	$ 27,029.85
FARM, inventoried at	37,500.00
TOTAL CORPUS OF ESTATE	$ 64,529.85
LESS 1/4 of 1% Commissions due from 1954	161.32
CORPUS of Estate 1955	$ 64,368.53

Statement of Commissions due Trustees

COMMISSIONS DUE 1955: (on income)	1955 GROSS INCOME	$ 11,318.50
6% of 1st $5,000.	$ 300.00	
5% of 2nd $5,000.	250.00	
4% of next $10,000.	52.74	
TOTAL COMMISSIONS DUE ON 1955 GROSS INCOME	$ 602.74	
BALANCE DUE on 1954 Commissions on 1954 Gross Income	530.71	
TOTAL COMMISSIONS DUE ON INCOME	$1,133.45	
Plus 1/4 of 1% of CORPUS ($64,368.53)	160.92	
COMMISSIONS DUE TRUSTEES as of 12/31/55	$1,294.37	
PLUS 1954 Commissions due on Corpus	161.32	
	1,355.69	

Filed July 18, 1956

PETITIONER'S EXHIBIT NO. 5

Filed July 18,1956

FOX ESTATE
TRUSTEES' ACCOUNT OF INCOME AND DISBURSEMENTS
1/1/56 to 7/1/56

FARM INCOME RECEIVED:

MILK	$ 5,075.95	
CALVES	649.15	
CORN	832.40	
REFUNDS	166.80	
TOTAL FARM RECEIPTS		$ 6,724.30

FARM EXPENSES:

Labor	Chester: $726.85			
	Extra: 392.00			
(not yet pd) 1956 S.S. Taxes: 30.65			$ 1,149.50	
Feed			1,200.81	
Seed			302.37	
Machine Hire			115.30	
Supplies			87.62	
Repairs to Machinery			363.37	
Fertilizer and Lime			584.59	
Veterinary and Medicine			32.28	
Gas and Oil			307.02	
Taxes (1955 S. S. paid)			102.64	
Electricity			96.69	
Hauling			20.00	
Repairs to Buildings			917.38	
Cow Test			44.20	
Miscellaneous	2 Hogs - Reynolds:	$ 92.12		
	Check Book	.62		
	Register cows	20.00		
	Grind sausage	6.95		
	Spray alfalfa	32.00	151.69	
Shares paid out for labor (8%) milk)			409.54	5,885.00
1956 NET FARM INCOME				$ 839.30
DIVIDENDS ON STOCKS				359.80
TOTAL NET INCOME - 1956				$ 1,199.10
Capital Expenditure: Hay Loader				102.00
BALANCE OF NET INCOME				$ 1,097.10

NOTE: NO COMMISSIONS HAVE BEEN PAID ON THE ABOVE INCOME.

CLIFTON M. MILLER JR.
(Clifton M. Miller, Jr.)

THOS J. KEATING Jr.
(Thomas J. Keating, Jr.)
TRUSTEES

SUBSCRIBED and SWORN TO this 13th day of July, 1956.

NOTARY PUBLIC SEAL.

MARY KER KEATING
(Mary Ker Keating)
NOTARY PUBLIC
My Commission expires 5/6/57

Filed July 18, 1956

ORDER OF COURT ASSUMING JURISDICTION

Filed July 20, 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT
under the Will of	:	FOR
ALBERT CLAUGHTON FOX, deceased	:	QUEEN ANNE'S COUNTY IN EQUITY

Upon the aforegoing Petition and Exhibits it is ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 20th day of July, 1956, that jurisdiction be and it is hereby, assumed over the Trust Estate created by the Will of Albert Claughton Fox, deceased; and papers are hereby referred to the regular auditor of this Court to make an audit and state an account of the corpus and of the income and of the disbursements up to July 1, 1956.

Wm R. HORNEY
Judge

Filed July 20, 1956

PUBLICATION OF ORDER OF NISI

Filed July 20, 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT
under the Will of	:	FOR
ALBERT CLAUGHTON FOX, deceased	:	QUEEN ANNE'S COUNTY IN EQUITY

ORDER NISI

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 20th day of July, 1956, that the Petition of Clifton M. Miller, Jr., one of the Trustees in the above entitled cause, praying to be allowed to resign as such Trustee, be granted unless cause to the contrary thereof be shown on or before the 21st day of September, 1956, 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 17th day of August, 1956.

Wm R. HORNEY
JUDGE

Filed July 20, 1956

NOMINATION OF CO-TRUSTEE
BY ELIZABETH F. MILLER

Filed Sept. 26, 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT
under the Will of	:	FOR
ALBERT CLAUGHTON FOX, deceased	:	QUEEN ANNE'S COUNTY IN EQUITY.

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE undersigned, one of the beneficiaries of this Trust Estate under the Will of Albert Claughton Fox, deceased, does hereby recommend unto your Honors the appointment of Fidelity Baltimore National Bank & Trust Co. as Co-Trustee with Thomas J. Keating, Jr. to succeed Clifton M. Miller, Jr. the Co-Trustee named in the Will who has resigned.

Respectfully submitted,

ELIZABETH F. MILLER
Elizabeth F. Miller

Filed Sept. 26, 1956

NOMINATION OF CO-TRUSTEE

Filed Oct. 2, 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT
under the Will of	:	FOR
ALBERT CLAUGHTON FOX, deceased	:	QUEEN ANNE'S COUNTY IN EQUITY.

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE undersigned, one of the beneficiaries of this Trust Estate under the Will of Albert Claughton Fox, deceased, does hereby recommend unto your Honors the appointment of Fidelity & Baltimore Trust Co. as Co-Trustee with Thomas J. Keating, Jr. to succeed Clifton M. Miller, Jr. the Co-Trustee named in the Will who has resigned.

Respectfully submitted,

MARGARET A. FOX
Mrs. A. C. Fox

Filed Oct. 2, 1956

NOMINATION OF CO-TRUSTEE

Filed Oct. 4, 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT
under the Will of	:	FOR
ALBERT CLAUGHTON FOX, deceased	:	QUEEN ANNE'S COUNTY IN EQUITY.

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE undersigned, one of the beneficiaries of this Trust Estate under the Will of Albert Claughton Fox, deceased, does hereby recommend unto your Honors the appointment of Fidelity Baltimore National Bank & Trust Co. as Co-Trustee with Thomas J. Keating, Jr. to succeed Clifton M. Miller, Jr. the Co-Trustee named in the Will who has resigned.

Respectfully submitted,

NANCY F. MOORSHEAD
Nance F. Moorshead

Filed Oct. 4, 1956

NOMINATION OF CO-TRUSTEE

Filed Oct. 5, 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT
under the Will of	:	FOR
ALBERT CLAUGHTON FOX, deceased	:	QUEEN ANNE'S COUNTY IN EQUITY.

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE undersigned, one of the beneficiaries of this Trust Estate under the Will of Albert Claughton Fox, deceased, does hereby recommend unto your Honors the appoint of The Fidelity Baltimore National Bank & Trust Co., as Co-Trustee with Thomas J. Keating, Jr. to succeed Clifton M. Miller, Jr. the Co-Trustee named in the Will who has resigned.

Respectfully submitted,

DOUGLAS C. FOX
Douglas Fox

CERTIFICATE OF PUBLICATION OF
ORDER OF NISI
Filed Nov. 16, 1956

ORDER NISE

In The Matter of the Trust Estate
Under the Will of
Albert Claughton Fox, Deceased

In The Circuit Court for
Queen Anne's County

In Equity

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 20th day of July, 1956, that the Petition of Clifton M. Miller, Jr., one of the trustees in the above entitled cause, praying to be allowed to resign as such trustee, be granted unless cause to the contrary thereof be shown on or before the 21st day of September, 1956, 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 17th day of August, 1956.

Wm. R. HORNEY, Judge

Filed July 20, 1956
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order NISI in the estate of Albert Claughton Fox, Deceased 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 3 successive weeks before the 21 day of September, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26 day of July 1956, and the last insertion on the 11 day of August, 1956.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY A. DADDS

Filed Nov. 16, 1956

FINAL ORDER OF RATIFICATION OF AUDIT
AND APPOINTMENT OF NEW CO-TRUSTEE

Filed Nov. 20, 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT
under the Will of	:	FOR
ALBERT CLAUGHTON FOX, deceased	:	QUEEN ANNE'S COUNTY, IN EQUITY

Chancery No. 4057

FINAL ORDER OF RATIFICATION OF AUDIT AND APPOINTMENT OF NEW CO-TRUSTEE

ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 20th day of November, 1956, that the aforegoing Report and Account and Supplemental Report and Account of J. Thomas Clark, Auditor, filed on October 23, 1956, and October 31, 1956, respectively, be and the same are hereby finally ratified and confirmed, no cause to the contrary, thereof having been shown, although Notice appears to have been given as required by the preceding Order Nisi; and it appearing to this Court that no objections have been filed to the Petition of Clifton M. Miller, Jr., one of the Trustees in this Estate asking to be allowed to resign, it is hereby further Ordered that the said Clifton M. Miller, Jr. be and he is hereby discharged from the further execution of the Trust under the Will of Albert Claughton Fox, deceased, and Fidelity-Baltimore National Bank and Trust Company, a body corporate of the State of Maryland, be and it is hereby appointed Co-Trustee in the place and stead of the said Clifton M. Miller, Jr. with Thomas J. Keating, Jr. the other Trustee memtioned in the Will of administer the Trust Estate under the Will of Albert Claughton Fox, deceased; and it is further Ordered that no bond be required of Thomas J. Keating, Jr. and Fidelity-Baltimore Narional Bank and Trust Company, but that all securities held by the Estate be placed in the custody of the said Fidelity-Baltimore National Bank and Trust Company and that all of the cash corpus of the Estate which may from time to time remain uninvested be held on deposit to the joint credit of said Trustees in the Savings Department of the said Fidelity-Baltimore National Bank and Trust Company; and it is further Ordered that the said Clifton M. Miller, Jr. and Thomas J. Keating, Jr., Trustees, deliver, transfer and assign unto Thomas J. Keating, Jr. and Fidelity-Baltimore National Bank and Trust Company, Trustees, all of the assets of the Estate as shown by the aforesaid

Audit and Supplemental Audit and that a Receipt and Release for said assets be filed in this Court.

WM. R. HORNEY
JUDGE

Filed Nov. 20, 1956

PETITION

Filed Feb. 20, 1957

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT FOR
UNDER THE WILL OF	:	QUEEN ANNE'S COUNTY
ALBERT CLAUGHTON FOX, deceased	:	IN EQUITY
	:	Chancery No. 4057

P E T I T I O N

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

THE, Petition of Thomas J. Keating, Jr., and Fidelity-Baltimore National Bank, Trustees, respectfully sets forth:

(1) THAT as will appear by reference to the proveedings in this Estate there are, among the assets, the following: (a) farm or tract of land known as "Headlong Hall", situate on Corsica River in the Third Election District of Queen Anne's County, (b) certain livestock consisting of a herd of dairy cattle of approximately forty (40) head and farming implements and equipment.

(2) THAT the aforesaid farm has not been appraised since this Honorable Court assumed jurisdiction of the Trust, although it was received by the original Trustees under a valuation filed in the Orphans' Court at $37,500.00.

(3) THAT the aforesaid livestock and farming implements have not been inventoried and appraised since this Honorable Court assumed jurisdiction of the Trust, and due to the normal farming operations which have been carried on there has been a fluctuation in the number of dairy cattle and in the obsolescence of certain farm machinery requiring replacements and additions.

(4) THAT as will be seen by reference to the several reports of the former Trustees filed in this Estate, the farm operation does not yield very much net income considering the amount invested in land, livestock and equipment, and in order to determine whether or not a sale of the said farm, livestock and equipment might be for the best interest of the Estate, your Petitioners believe that re-appraisement should be made of said assets.

(5) THAT there exists across the said farm called "Headlong Hall", a right-of-way to another piece of land which was formerly a part of said farm, said right-of-way having been created by a Deed from the said Albert C. Fox and Margaret A. Fox, his wife, to Ellis B. Long and Rose Earl Long, his wife, bearing date the 1st day of October, 1928, and recorded in Liber B.H.T. No. 8, folio 426, a Land Record Book for Queen Anne's County, and in the last aforesaid Deed there is also an easement in favor of the said Long property for the use of a certain artesian well located near the boundary line between said properties.

(6) THAT John P. W. Vest and Frances N. Vest, his wife, who are now the owners of said Long property, have offered to release the right-of-way across the Fox, "Headlong Hall", Farm in exchange for a Deed to them from your Trustees of the small piece of land upon which the aforesaid artesian well is located, and an abandonment of the right on the part of the owners of said "Headlong Hall Farm" to the use of the said well.

(7) THAT your Petitioners believe that the aforesaid offer of exchange would be beneficial to this Trust Estate in that the land and well which would be transferred to the Vests is of no particular benefit or advantage to the "Headlong Hall Farm" because it stands perhaps one-half (½) mile from any improvements on "Headlong Hall" and has not heretofore been used in connection therewith, whereas, the right-of-way, although not used at the present time, could prove very disadvantageous to a prospective buyer.

WHEREFORE, your Petitioners pray your Honors to pass an Order: (a) authorizing and permitting them to have the "Headlong Hall Farm" and the livestock and implements thereon re-inventoried and re-appraised and (b) authorizing them to convey unto John P. W. Vest and France N. Vest, his wife, as tenants by the entireties, a small piece of land adjoining the Vest property, same to be conveyed by accurate Deed and to be laid off by survey, in exchange for a release, from the said John P. W. Vest and Frances N. Vest, his wife, of the right-of-way across the said "Headlong Hall Farm" which exists in favor of the said Vest property.

Respectfully submitted,

THOS J. KEATING JR
Thomas J. Keating, Jr.

FIDELITY-BALTIMORE NATIONAL BANK

by JOHN H CROKER
John H. Croker Vice President

TRUSTEES U/W OF ALBERT CLAUGHTON FOX, deceased

Filed Feb. 20, 1957

ORDER OF COURT

UPON the aforegoing Petition, it is by the Circuit Court for Queen Anne's County In Equity, ORDERED on this 20th day of February, 1957, that the Trustees be, and they are, hereby authorized to employ two (2) disinterested and competent Appraisers to appraise the "Headlong Hall Farm" and the livestock and implements thereon, said appraisal to be filed in this Estate, and said Trustees are authorized to pay such reasonable sum for said appraisal as they may deem proper and to take credit, therefor, in their next Account;

AND IT IS FURTHER ORDERED that said Trustees be, and they are, hereby authorized and directed to have the small piece of land on the corner of the aforesaid "Headlong Hall Farm", upon which is located the artesian well which has been used by the occupants of the property of John P. W. Vest and wife, laid off by a competent Surveyor, and thereupon said Trustees are authorized to convey said piece of land unto John P. W. Vest and Frances N. Vest, his wife, in exchange for a release by the said John P. W. Vest and Frances N. Vest, his wife, of the right-of-way across the said "Headlong Hall Farm" which exists in favor of the said Vest property, the costs of said survey and exchange to paid out of this Estate.

WM. R. HORNEY
JUDGE

Filed Feb. 20. 1957

FIRST ANNUAL REPORT

Filed Mar. 12, 1958

IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
THE TRUST ESTATE	:	QUEEN ANNE'S COUNTY
UNDER THE WILL OF	:	IN EQUITY
ALBERT C. FOX, DECEASED	:	CHANCERY NO. 4057

: : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The First Report of the undersigned fiduciaries on the condition of the trust estate on the last day of December, 1957, and showing the receipts and disbursements of income which come into the hands of the said fiduciaries from January 1, 1957, to December 31, 1957, respectfully shows:

(The fiduciaries are excused from furnishing bond by Order of Court dated November 20, 1956.)

CORPUS STATEMENT

The fiduciaries charge themselves with the following cash received from the prior trustees:

Cash balance per audit	$ 4,943.36	
Deposit of July 16, 1956	7,062.82	
	12,006.18	
Deduct costs of audits	253.00	$11,753.18

And with the estate as reappraised, per Order of Court, February 20, 1957:

$5,000. Lincoln Service Corp., 5 1/2% Cap. Deb. Bonds, due 12/1/67	4,825.00	
16 shs. Chance Vought Aircraft, Com.	774.00	
75 shs. Curtiss-Wright Class A.	3,450.00	
30 shs. General Dynamics Corp., Com.	1,702.50	
30 shs. Overman Cushion Tire Co., Pfd.	.01	
108.34 shs. Queen Anne's County Farm Bureau Co.-operatives Assn, Cap.	108.34	
4715 shs. Queen Anne's County Cooperative, Capital	47.15	
75 shs. United Aircraft Corp., Com.	6,581.26	
Fee simple property-Headlong Hall Farm	47,500.00	
Livestock	7,200.00	
Farm Implements	1,757.00	73,945.26

And with the following additional receipts:

Coulbourn & Noble, proceeds from sale of 5 cows	560.35	

Proceeds from sale of 30 subscription rights to Standard Oil Co. N.J.	5.27	565.62
Total estate for which accountable		$86,264.06

And the fiduciaries crave allowance for the folowing disbursements:

Oliver C. Jones - Appraisal fees	75.00	
Bartlett Realty Co. - Appraisal Fees	75.00	
J.R. McCrane, Jr. - Survey	95.00	
Recording Plot and fee	8.20	
Certified copies of order of court	1.75	
Transfer taxes, cost of shipping securities	3.10	
Telephone calls to Centreville,Md.	2.21	260.26
		$86,003.80

And the fiduciaries crave allowance for the net loss sustained on the following sales of investments:

	Valuation		
75 shs. Curtiss Wright Class A.	3,450.00	3,239.24	
16 shs. Chance Vought Aircraft Company	774.00	736.80	
108.34 shs. Queen Anne's County Farm Bureau Co-operative Assn.Inc.	108.34	108.34	
	4,332.34	4,084.38	247.96
			$85,755.84

And the fiduciaries crave allowance for corpus commission at 1/4 of 1% on $72,019.62 corpus valuation as of anniversary date November 20, 1957, for period December 26, 1956 to November 20, 1957. 184.82

Net Estate to be Accounted for $85571.02

The corpus as of the date of this report is invested as follows:

1. REAL ESTATE:		
Fee simple property - Headlong Hall Farm		$47,500.00
2. STOCKS		
30 shs. General Dynamics Corp., Com.	$1,702.50	
30 shs. Overman Cushion Tire Co., Pfd.	.01	
47.15 shs. Queen Anne's County Cooperative, Inc., Capital	47.15	
* 30 shs. Standard Oil Co. of N.J., Capital	1,737.86	
90 shs. United Aircraft Corp., Com.	6,581.26	
* 60 shs. Union Electric Co., Com.	1,685.01	11,753.79
3. BONDS		
$5,000. Lincoln Service Corp. 5 1/2% Deb., due 12/1/67	4,825.00	
* $3,000. New England Telephone & Telegraph Co., 4 3/4%, due 1/1/86	3,191.95	
* $3,000. Pacific Gas & Electric Co., 1st & Ref. Ser. AA, due 12/1/86	3,083.81	
* $3,000. Sears, Roebuck Acceptance 4 5/8% Deb., due 2/1/72	3,165.70	
3. BONDS CON'T.		
* $2,000. Sinclair Oil Corp. 4 3/% conv. Sub. Deb., due 12/1/86	$2,200.35	$16.466.81
4. MORTGAGES		
None		
5. GROUND RENTS		
None		
6. CASH IN BANK		
Fidelity-Baltimore National Bank, Personal Trust Funds		459.92
7. MISCELLANEOUS CHATTELS		
Farm Implements	1,757.00	
* Used tractor, Model 8-N	433.50	
Livestock	7,200.00	9,390.50
Total Corpus		$85,571.02

Asterisk (*) indicates purchases made during current year, valued at cost.

INCOME ACCOUNT - RECEIPTS

Balance received from prior trustees		$ 1,977.99
1. RECEIPTS FROM REAL ESTATE:		
Interstate Milk Producers Co-operative Inc.- Milk sales	13,343.49	
Caroline Sales Co. - Proceeds from sale of calves	185.67	
Schluderberg-Kurdle Co. - Sale of cow for fertilizer	4.93	
Treasurer of the United States - 1956 conservation subsidy	240.41	
Refunds:		
Comptroller of the Treasury - Maryland gasoline tax refund	168.60	
Treasurer of the United States - Federal gasoline tax refund	100.39	
Miscellaneous Patronage refund	22.81	14,066.30
2. RECEIPTS OF DIVIDENDS FROM STOCKS:		
30 shs. General Dynamics Corp.	60.00	
140 shs. Queen Anne's County Co-operative	8.40	
75 shs. United Aircraft Corp.	236.25	
75 shs. Curtis Wright Corp.	37.50	
30 shs. Standard Oil Co., of N. J., Cap.	67.50	
75 shs. Union Electric Co.	91.20	500.85
3. RECEIPTS OF INTEREST ON BONDS:		
$2,000. Sinclair Oil Corp. 4 3/8% Bonds, due 12/1/86	87.02	
$5,000. Lincoln Service Corp. 5 1/2% Deb. Bonds, due 12/1/67	275.00	
$3,000. Sears, Roebuck Accept. Corp. 2 5/8% Deb. Bonds, due 2/1/72	80.94	
$3,000. New England Tel. & Tel. 4 3/4% Bonds, due 1/1/86	71.25	
3. RECEIPTS OF INTEREST ON BONDS CON'T.		
$3,000. Pacific Gas & Elect. Co. 4 1/2% Bond, due 12/1/86	$ 135.00	$ 649.21
Total Receipts of Income		$17,194.35

L. DISBURSEMENTS FOR REAL ESTATE EXPENSES:		
Salaries and wages:		
Larry Griffin	$ 189.49	
William Hollis	337.38	
Chester Watson, including percentage of milk receipts	2,617.86	
Thomas J. Keating - reimbursement for payments for casual labor	123.50	3,268.23
Operational Expenses:		
Donlin F. Andrew - silo filling, combine rental, etc.	704.00	
Treasurer, D.H.I.A. - herd testing fees and annual dues	119.55	
Bennett Lumber Co. - Supplies, etx.	113.11	
Bullock Bros., - Supplies, etc.	16.65	
Cox Distriguting Co. - Gasoline	740.71	
Cox Distributing Co. - Feed	53.80	
Gibson & Brown - supplies	24.90	
Jump Hardware & Lumber Co. - supplies	192.10	
Robeet R. Larrimore, Jr. - Misc. Materials	24.40	
Queen Anne's County Co-operative - Feed	3,245.95	
Renshaw & Emay Equipment Co. - Supplies	1.87	
Thocar Oil Co. - Fuel	58.14	
Thompson's - Limestone	511.91	
E.S. Valliant & Son Inc. - Fertilizer	935.68	
Wilson Seed Co. - Feed	156.15	
Dr. Arthur J. Blaney - Veterinarian Service	49.00	
F.S. Wharton, V.M.D. - Veterinarian Service	45.50	
Centreville Electric Co. - Electric Service	260.15	
William H. Emerson - Hauling	4.00	
Eastern Shore Guernsey Breeders Assn, Dues	2.00	
Hicks Brothers - Baling hay	30.10	
William McKenny, Jr. - Insurance premium	194.95	
William McKenny, Jr. - Feed & Grain storage	44.00	7,528.62
Repairs and maintenance:		
Thomas C. Cannon - Repair of screens	6.88	
Thomas F. Gould - Cleaning stoves, chimneys	18.00	
Jewell Brothers - Repair part for spreader	2.63	
Joseph P. Miller, Blacksmith - Repairs	49.10	
Nobel Farm Equipment Co. - Repairs and services	485.78	
Shannon & Wrightson Hardware Co. - Repair parts	9.14	
Milton O. Sheubrooks - Plumbing services	87.90	659.43
Taxes:		
Internal Revenue Service - Social security tax payments	123.89	
Charles E. Anthony, Sr., Treasurer 1957 livestock and equipment tax	358.65	482.54

2. DISBURSEMENTS FOR MISCELLANEOUS EXPENSE

Shannon & Wrightson Hardware Co. - Repair of lawnmower	2.00	
Milton O. Sheubrooks - Plumbing repairs	6.45	
Eastern Shore Estates Co. - Automobile insurance premiums	34.93	
Long distance telephone calls to Centreville,Md.	4.26	47.64

3. DISBURSEMENTS FOR ACCRUED INTEREST ON SECURITIES PURCHASED

$3,000. Sears, Roebuck Acceptance Corp. 4 5/8% Bond, due 2/1/72	$ 14.26	
$3,000. Pacific Gas & Electric Co. 4 1/2% Bonds, due 12/1/86	25.13	
$3,000. New England Tel. & Tel. Co. 4 3/4% Bonds, due 1/1/86	14.65	
$2,000. Sinclair Oil Corp. 4 3/8% Bonds, due 12/1/86	15.80	$ 69.84

4. DISBURSEMENTS OF FIDUCIARIES COMMISSIONS

Per statutory rates:		
6% of income on real estate, $14,066.30	843.98	
6% on first $5,000. of other income, amounting to $1,254.98	75.30	919.28

5. DISBURSEMENTS OF NET INCOME

To Margaret Fox	2,150.00
Total Disbursements of Income	$15,125.58
Balance on Hand	$ 2,068.77

Respectfully submitted,

ATTEST:

FIDELITY-BALTIMORE NATIONAL BANK

C MARSHALL BARTON, JR.
C. Marshall Barton,Jr., Trust Officer

G R STICKROTH
G.R.STRICKROTH ASST. CASHIER

THOS K. KEATING, JR.
Thomas J. Keating, Jr.

Seal's
Place

Fiduciaries

STATE OF MARYLAND
TO WIT:
CITY OF BALTIMORE

I HEREBY CERTIFY that on this 11th day of March, 1958, before me, the subscriber, personally appeared C. Marshall Barton, Jr., Trust Officer of Fidelity-Baltimore National Bank, a fiduciary herein named, and made oath, in due form of law, that the matters and facts set forth in the aforegoing report are true as therein stated, to the best of their knowledge and belief.

D. ERNEST ALDRIDGE
Notary Public

NOTARY
PUBLIC
SEAL.

D. ERNEST ALDRIDGE

STATE OF MARYLAND
TO WIT:
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 12th day of March, 1958, before me, the subscriber, personally appeared Thomas J. Keating, Jr., a fiduciary herein named, and made oath, in due form of law, that the matters and facts set forth in the aforegoing report are true as therein stated, to the best of their knowledge and belief.

T. SORDEN PIPPIN
Notary Public

Filed Mar. 12, 1958

AUDITOR'S REPORT

I HEREBY CERTIFY, this 24 day of July, 1958, that I have examined and verfied the within and aforegoing report and account, and in connection with such examination and verification I have examined and verified the securities, cash and other assets reflected therein and comprising the estate, and found such securities, cash and other assets to be as reported in said report and account except as hereinafter reported;

And I further certify that I have also ascertained the correctness of the statements in said within and aforegoing report and account with respect to all deposits of money shown therein as existing on the date as of which the report and account is stated, and found such statements to be as reported in said report and account except as hereinafter reported.

Exceptions reported by Auditor (If any)

1-Commissions on corpus should be $180.05 instead of $184.82 taken on a corpus of

$72,019.62, and should be for full year.
2-Commissions on income of $15,22636 shown, per order of court of March 29, 1958, should be $913.58 instead of $919.28 taken.
3-Following stocks still in the name of Clifton M. Miller, Jr & Thomas J. Keating, Jr., Trustees, wherein Fidelity-Baltimore National Bank should appear on certificates in place of Miller's, the former trustee.

31 shs, Standard Oil Co of N. J.
60 Natl Dairy Porducts Corp, shs
47.15 shs Queen Anne's County Coop.
100 shs Union Electric Co.
30 Overman Cushion Tire Co.

J THOMAS CLARK
Auditor

Filed July 25, 1958

ORDER OF COURT

The aforegoing report and account, covering the period from the 1st day of Jan, 1957, to 31 day of Dec, 1957, having been read and considered, and the Auditor of this Court having certified that he has examined and verified said report and account as well as the securities, cash on deposit in banks and other assets reflected therein, IT IS ORDERED, this 21st day of July, 1958, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that said within and aforegoing report and account be, and the same is, hereby approved and ratified.

EDWARD D E ROLLINS
Judge

Filed July 25, 1958

REPORT OF SALE - "EXHIBIT A"

Filed June 30, 1958

IN THE MATTER OF THE TRUST ESTATE	‖	IN THE CIRCUIT COURT FOR
UNDER THE WILL OF	‖	QUEEN ANNE'S COUNTY, IN EQUITY.
ALBERT CLAUGHTON FOX, deceased	‖	Chancery No. 4057.

REPORT OF SALE

TO THE HONORABLE, the Judges of said Court:

THE Report of Sale of Real Estate made by Thomas J. Keating, Jr., and Fidelity-Baltimore National Bank, a body corporate, Trustees, respectfully shows unto your Honors:

1. THAT, as will appear by reference to Item 11 of the Will of Albert Claughton Fox, deceased, your Petitioners as Trustees are given full Power to sell any of the Decedent's property and to re-invest the same in such property and securities as in their judgment will promote the best interests of the Trust Estate.

2. THAT, in execution of the aforesaid Power of Sale, your Petitioners have entered into a written Contract of Sale for the real estate known as "Headlong Hall Farm", being: ALL that tract of land or farm called "Headlong Hall", situate in the Third Election District of Queen Anne's County, Maryland, in Corsica Neck, CONTAINING 190 ACRES, more or less; being all and the same land of which Albert C. Fox died seized and possessed as recently modified by an exchange of Deeds between your Trustees and one John P. W. Vest and wife.

3. THAT said written Contract of Sale is dated June 17, 1958, between your Trustees, as Sellers, and Ernest Egon Kramer, of Yates County, New York, as Buyer, and provides, among other things, that the purchase price of said real estate is Sixty-eight Thousand Dollars ($68,000.00), of which the sum of Sixty-eight Hundred Dollars ($6800.00) was paid by the Buyer to the Sellers upon the execution and delivery of the Contract; that Thirty-one Thousand, Two Hundred Dollars ($31,200.00) additional shall be paid in cahs or by certified check on October 1, 1958; and that the balance of the purchase price, to wit: Thirty Thousand Dollars ($30,000.00) shall be secured by Purchase Money Mortgage to the Sellers at Five and One-half Percent (5%) interest, and upon other terms specifically set forth in the Contract.

4. THAT other terms regarding possession, adjustment of Taxes, crops, etc., are also specifically set forth in the Contract, and a copy of said Contract is attached hereto, marked "Trustees' Exhibit A" and prayed to be taken as a part hereof.

5. THAT the aforesaid sale was made subject to the Ratification thereof by this Honorable Court; and the sale was procured by W. Clark Grieb Realty Company, Chestertown, Maryland, and that the Brokers' Commission for procuring the sale should be paid by the Sellers, said Commissions being Five Percent (5%) of the purchase price, or Thirty-four Hundred Dollars ($3400.00),

6. THAT your Trustees believe this sale to be advantageous to the Trust Estate and to all Parties interested therein, as the purchase price for the farm is

far in excess of the most recent appraisal made thereof and heretofore filed in this Cause, and is far above any offer that your Trustees have heretofore received for the farm.

7. THAT your Petitioners desire to have this sale ratified by this Honorable Court after the publication of the usual Order Nisi thereon.

THE Report states the amount of sale to be Sixty-eight Thousand Dollars ($68,000.00).

Respectfully submitted,

THOS J. KEATING JR.
(Thomas J. Keating, Jr.)

FIDELITY-BALTIMORE NATIONAL BANK,
by

WILLIAM A. CONNOR
WILLIAM A. CONNOR ASST. TRUST OFFICER

TRUSTEES under the Will of
Albert Claughton Fox, deceased.

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

THIS IS TO CERTIFY that on this 30 day of June 1958, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, Jr., one of the Trustees of the above Estate, and made oath in due form of law that the matters and facts set forth in the within Report of Sale of Real Estate 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 affix the day and year herein last above written.

Seal's
Place.

T. SORDEN PIPPIN CLERK

STATE OF MARYLAND,)
(to wit:
BALTIMOTE CITY,

THIS IS TO CERTIFY that on this 27th day of June 1958, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared WILLIAM A. CONNOR ASST. TRUST OFFICER, of the Fidelity-Baltimore National Bank, one of the Trustees of the above Estate, and made oath in due form of law that the matters and facts set forth in the within Report of Sale of Real Estate 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 Notarial Seal affix the day and year herein last above written.

NOTARY
PUBLIC
SEAL.

FRANCES ELIZABETH BROWN
NOTARY PUBLIC
Frances Elizabeth Brown,

Filed June 30, 1958

TRUSTEES "EXHIBIT A"

Filed June 30, 1958

THIS CONTRACT OF SALE, made this 17th day of June, 1958, by and between Thomas J. Keating, Jr., and Fidelity-Baltimore National Bank, Trustees of the Trust Estate under the Will of Albert C. Fox, late of Queen Anne's County, Maryland, deceased, parties of the first part, hereinafter called "Sellers", and Ernest Egon Kramer, of Yates County, in the State of New Yor, party of the second part, hereinafter called "Buyer";

WITNESSETH, that subject to the approval of this sale by the Circuit Court for Queen Anne's County in Cause No. 4057 on theChancery Docket of said Court, being the proceedings in which said Trust Estate is administered, and pursuant to and in the exercise of the power of sale conferred by Item Two of said Will, the Sellers do hereby agree to sell to the Buyer and the Buyer does hereby agree to buy of the Seller, upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

ALL that tract of land or farm called "Headlong Hall" situate in the Third Election District of Queen Anne's County, Maryland, in Corsica Neck, containing 190 acres, more or less, being all and the same land of which Albert C. Fox died seized and possessed as recently modified by an exchange between the Sellers herein and John P. W. Vest and wife whereby the Sellers conveyed a small parcel of land from the farm and received a release of a previously existing easement to which the

farm had been subject.

TOGETHER WITH the buildings and improvements thereupon reected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, ihcluding without limitation all awnings, screens, screen doors, storm doors and storm windows, shrubbery, trees, bushes, hedges, electric, plumbing and heating systems and fixtures.

TERMS OF SALE

The purchase price for said real estate is Sixty-eight Thousand Dollars ($68,000.00), of which the sum of Six Thousand Eight Hundred Dollars ($6,800.00) has been paid by check at the time of the execution and delivery of this Contract of Sale, the sum of $31,200.00 thereof shall be paid in cash or by certified check at the time of final settlement hereunder and passing of title, on the first day of October, 1958, and the balance of said price, to wit: the sum of Thirty Thousand Dollars ($30,000.00), shall be secured to the Sellers, as Trustees as aforesaid, by the execution and delivery to them simultaneously with said passing of title of a first purchase money mortgage of said property, said principal sum of Thirty Thousand Dollars ($30,000.00) to be payable in ten equal annual installments of Three Thousand Dollars ($3,000.00) each due October 1, 1959 and annually thereafter until October 1, 1968, when the final installment shall be due, with interest on said principal sum from the time of final settlement hereunder at the rate of five and one-half (5½%) per centum per annum, payable annually at each principal installment payment date; provided that the Mortgagor shall have the privilege of prepaying all or any part of said principal debt at any time after September 30, 1961, without penalty; and provided further that interest shall cease upon each payment of principal from the date of payment thereof. The mortgage shall contain the usual other provisions appearing in mortgages currently held by trust estates administered under the supervision of said Court, and shall also contain a provision that default in the payment of any installment or principal or interest shall constitute a default of the entire debt.

The Sellers covenant that they will forthwith present this Contract of Sale to said Court for its approval and ratification and will diligently endeavor to obtain said approval and ratification as promptly as reasonably prossible; and the Sellers further covenant that, subject to having obtained the said approval of said Court, upon final settlement under this Contract of Sale they will convey the aforesaid real estate to the Buyer and/or to such person, persons or corporations as he may designate, by a good and sufficient fee simple deed, conveying a good and merchantable title,free of liens and encumbrances, and that said deed shall contain no warranty of title but shall contain a covenant to execute such further assurances of title as may be requisite.

The Buyer is to procure and pay for such title examination and/or guarantee as he may desire and shall also pay for the preparation of said deed, all revenue and recordation tax stamps to be affixed to said deed, the costs of recording said deed and mortgage and all notary fees incident to the execution of said deed and mortgage, as well as for the preparation of this contract of sale. The Sellers shall pay the costs of the chancery proceedings and advertising costs incident to obtaining the approval of this sale by said Court and for the preparation of said mortgage.

Full possession of the aforesaid real estate shall be given to the Buyer at the time of final settlement under this Contract of Sale, subject to the right of the Sellers hereby reserved to harvest all grain crops now growing on said farm and remove the same up to and including the first day of November, 1958, and the Buyer shall have the following additional rights after the approval of said Court has been obtained and pending final settlement: To enter the farm for inspection purposes, plow any field except fields where grain is growing or cows are being pastured, change the fencing except the fencing of any field where cows are being pastured and pasture sheep in the barly fiedd along the main road.

The Sellers agree to continue the present fire insurance policies covering the improvements upon said land and to have them endorsed pending final settlement hereunder in favor of the Buyer as his interest may appear; the Buyer shall have the right to continue said prolicies after final settlement by refunding to the Sellers at said time the prepaid insurance premiums from and after said date of final settlement; or at the Buyer's option said policies shall be cancelled at that time.

All taxes on said real estate for the year 1958 shall be adjusted between the parties hereto as of said time of final settlement.

The U. S. Government lime payment shall remain the property of the Sellers and is not included in this sale. The Buyer shall have the right to the growing lespedeza and clover but shall pay the Sellers for the seed per their authenticated cost of such seed at the time of final settlement. The growing Sudan grass shall also become the property of the Buyer.

In the event the Sellers are unable to convey a good and merchantable title to the Buyer at the time of settlement hereunder, or upon the earlier final refusal of said Court to approve this sale, then and in either event the Sellers agree to return to the Buyer any and all monies paid hereunder, and this Contract of Sale shall become null and void.

Should theBuyer fail to pay and secure the entire amount of the purchase money previously unpaid in the manner and at the time hereinabove provided the Sellers being then and there ready, willing and able to convey a good and merchantable title to the property as hereinabove provided, then and in that event the Sellers shall be entitled to retain the sum of Six Thousand Eight Hundred Dollars ($6,800.00) paid as initial deposit as liquidated damages.

The Buyer represents thet he was introduced to the property by W. Clark Grieb & Cp., Realtors, Chestertown, Maryland. Any broker's commission for procuring this sale shall be paid by the Sellers.

Final settlement for the property shall be made at the office of the Honorable Thomas J. Keating, Jr., Centreville, Maryland, on October 1, 1958, between 9 a.m. and 3 p.m., or at such other location as may be mutually agreeable to the parties hereto. It is understood that time is not of the essence of this sale.

AND THIS CONTRACT OF SALE FURTHER WITNESSETH:

That the Sellers for themselves, their successors and assigns, covenant to and with the Buyer, his heirs, personal representatives and assigns, to perform that part of this Contract of Sale of Sellers on their part to be performed, in the manner and at the times herein provided for the performance of the same.

That the said Buyer, for himself, his heirs, personal representatives and assigns, covenants to and with the said Sellers, their successors and assigns, to perform that part of this Contract of Sale on his part to be performed in the manner and at the times hereinprovided for the performance of the same.

IN TESTIMONY WHEREOF, the said parties to this Contract of Sale do hereunto subscribe their names and affix their seals, in duplicate, on the day and year herein first above wirtten:

TEST:

/s/ Mary Keating
Mary Keating

/s/ Thomas J. Keating, Jr. (SEAL)
(Thomas J. Keating, Jr.)

TEST:

/s/ William A. Connor
William A. Connor Asst. Trust Officer

FIDELITY-BALTIMORE NATIONAL BANK

By /s/ James G. McCabe
James G. McCabe-Vice President

Trustees of the Trust Estate under the Will of Albert C. Fox, deceased.

ATTEST (as to corporate seal):

/s/ G. R. Strickroth
G. R. Strickroth Asst. Cashier

/s/ Howard Wood
Howard Wood

/s/ Ernest Egon Kramer (SEAL)
(Ernest Egon Kramer)

Filed June 30, 1958

ORDER NISI

Filed June 30, 1958

NISI

IN THE MATTER OF THE TRUST ESTATE UNDER THE WILL OF ALBERT CLAUGHTON FOX, deceased.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4057

ORDERED, this 30th. day of June, 1958, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., and Fidelity-Baltimore National Bank, Trustees under the Will of Albert Claughton Fox, deceased, be ratified and confirmed, on or after the 1st. day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 10th.day of July 1958, and ending on the 24th. day of July 1958.

The report states the amount of sales to be $68,000.00.

T. SORDEN PIPPIN Clerk

Filed: June 30, 1958

EXCEPTIONS TO RATIFICATION OF SALE

Filed Aug. 4, 1958

IN THE MATTER OF THE TRUST
ESTATE UNDER THE WILL OF
ALBERT C. FOX, DECEASED

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

Chancery No. 4057.

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ernest Egon Kramer, reported purchaser of "Headlong Hall Farm" from the trustees in this cause, by Howard Wood, his attorney, excepts to the ratification of the sale of said real estate to him, and for grounds of his exceptions says:

That the Order Nisi passed and filed in this cause on July 20, 1956 permitting the resignation of Clifton McPherson Miller, Jr., as co-trustee of this trust estate, by its terms required in effect that a copy of said Order Nisi should be published in a newspaper in Queen Anne's County, Maryland, on July 26, 1956, August 2, 1956, August 9, 1956 and August 16, 1956; but that, in fact, said publication was only made on the first three dates mentioned, and was not made on August 16, 1956;

And for other reasons to be shown at the hearing on these exceptions.

And as in duty bound, etc.

HOWARD WOOD
Attorney for Ernest Egon Kramer

Filed Aug. 4, 1958

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Aug. 8, 1958

NISI

In the Matter of the Trust Estate
Under the Will of
Albert Claughton Fox, deceased

In the Circuit Court for
Queen Anne's County

In Equity
No. 4057

ORDERED, this 30th day of June, 1958, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., and Fidelity-Baltimore National Bank, Trustees under the will of Albert Claughton Fox, deceased, be ratined and confirmed, on or after the 1st day of August, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commincing on the 10th day of July, 1958, and ending on the 24th day of July, 1958.

The report states the amount of sales to be $68,000.00.

Filed: June 30, 1958.

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 4, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of Albert Claughton Fox, Deceased Equity No. 4057 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 3 successive weeks before the 1st day of August, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD -OBSERVER was on the 10th day of July 1958, and the last insertion on the 24th day of July, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Aug. 8, 1958

ORDER OF COURT

Filed Aug. 12, 1958

IN THE MATTER OF THE TRUST	In the Circuit Court for Queen Anne's County in Equity
ESTATE UNDER THE WILL OF	
ALBERT C. FOX, DECEASED	Chancery No. 4057.

ORDER OF COURT

Upon the exceptions filed by the purchaser to the ratification of the sale of the "Headlong Hall Farm" and after hearing both parties, IT IS this 17th day of August, 1958, by the Circuit Court for Queen Anne's County in EQUITY, ORDERED, ADJUDGED and DECREED as follows:

1. That although the publication of the Order Nisi passed and filed in this cause on July 20, 1956 was improperly published, in that the newspaper failed to publish the same on August 16, 1956, it appears that the same was properly published on July 26, 1956, August 2, 1956, and August 9, 1956; and it further appears that no objection or exception was made or filed in respect to the resignation of Clifton McPherson Miller, Jr., as co-trustee of this trust estate within the time provided by said notice; and that the decree permitting the resignation of said co-trustee and appointing Fidelity-Baltimore National Bank in his place and stead was not passed until after the expiration of the time provided in said notice.

2. That the publication of said Order Nisi three times as aforesaid appears to this Court to have provided sufficient actual notice to all parties interested in this trust estate, all adult parties having filed nominations in writing of Fidelity-Baltimore National Bank and Trust Company as co-trustee prior to the appointment mentioned;

3. The final order of ratification of audit and appointment of new co-trustee passed and filed in this cause on November 20, 1956, is hereby confirmed in full force and effect.

4. The purchaser's exceptions are hereby overruled.

5. The sale of the real estate known as "Headlong Hall Farm" made by Thomas J. Keating, Jr. and Fidelity-Baltimore National Bank, a body corporate, trustees in this cause, unto Ernest Egon Kramer, and reported in these proceedings by Report of Sale filed on June 30, 1958 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; that the proceedings in the above-entitled cause be referred to the regular auditor of this Court to state an audit of the proceeds of said sale immediately upon the collection of the balance of the purchase price due October 1, 1958; that said trustees are allowed the usual commissions allowed by this Court upon sales of real estate and for all expenses not personal, and for broker's commission due W Clark Grieb Realty Company in the sum of Thirty-four Hundred Dollars $3400.00), upon producing vouchers therefor before the auditor.

EDWARD D E ROLLINS
Judge..

Filed Aug. 12, 1958

::::::::::::::::::::::::::::::::::::
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 this Seventeenth day of February in the year nineteen hundred ans sixty, the following FiFa was filed for record, to wit:-

(FI FA)

THE STATE OF MARYLAND

To the Sheriff of Queen Anne's County, Greetings:

WHEREAS, at a Circuit Court for Queen Anne's County, begun and held at Centreville in said county on the First Monday of January in the year of our Lord, one thousand nine hundred and fifty eight, a certain Farmers Bank of the State of Delaware, Newark, Delaware, by judgment of the same Court, recovered against a certain Vernon Middleton and Frances T. Middleton, Centreville, Maryland,

as well the sum of Nine Hundred Six dollars and Twenty Four cents, with interest from the 19th. day of November 1958 and Thirteen follars and Fifteen cents for its costs and $135.94 attorney's commissions charges by it about its suit laid our and expended, whereof the said Vernon Middleton and Frances T. Middleton are convect, as it appears of record: with all exemptions waived

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and tenements of the said Vernon Middleton and Frances T. Middleton being in your bailwick, 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 the said County, on the First Monday of February next, to render unto the said Farmers Bank of the State of Delaware the debts, costs and charges, aforesaid

Hereof, fail not at your peril, and have you then and there this writ:

WITNESS, the Honorable J. DeWeese Carter Chief Judge of our said Court, the 5th. day of January in the year of our Lord, nineteen hundred and fifty nine.

Issued this 5th. day of January 1959

Attorney for Plaintiff
A. Parks Rasin Jr.
Chestertown, Maryland

T. SORDEN PIPPIN Clerk

And on the back of the foregoing FiFa are the following endorsements, to wit:

Fi Fa on Judgment

Debt	$ 906.24
Int.	
Coms.	135.94
Clerk	5.50
Shff.	2.65
Appr.	5.00
Clerk Fi Fa	3.75
Clerk Fi Fa	3.75
Shff. add..	

This Writ of Fieri Facias received by me this 5th day of Jan, 19____, at the hour of 3 30 P.M.

FRANK Y. WHITELEY
Sheriff of
Queen Anne's County, Md.

Levied as per schedule attached January 14, 1959.
1-14-59

FRANK Y. WHITELEY
Sheriff

Right of Exemption waived

A SCHEDULE of the goods and chattels, lands and tenements of Vernon Middleton seized and 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 Framers Bank of the State of Delaware vs. Vernon Middleton I have seized and levied on the following property to wit:

House and lot situated, lying and being near Centreville Landing, in the Third Election District of Queen Anne's County, Maryland on the corner of Creamery Land and the street road.

January 14, 1959

FRANK Y WHITELEY
Sheriff of Queen Anne's County

CERTIFICATE OF SALE
Filed Aug. 17, 1959

Farmers Bank of the State of Delaware

vs.

Vernon Middleton and
Frances T. Middleton

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

LAW NO. 1391

CERTIFICATE OF SALE

State of Maryland

Queen Anne's County, ss.

Under and by virtue of a writ of Fiere Facias in the above entitled cause, issued January 5, 1959 on a judgement entered in said cause, in favor of plaintiff and against defendant, on November 19, ,958, by which writ the undersigned was commanded to make the sum of $906.24 to satisfy said judgement, with interest and costs, out of real property belonging to said defendants on or before the 1st Monday of December, 1958, as by said writ, hereby referred to, more fully appears:

I, Frank Y. Whiteley, Sheriff, of Queen Anne's County, State of Maryland, do hereby certify that I have levied upon and sold this 2nd day of May, 1959, at public auction, according to law, to Kathryn Colmery, she being the highest bidder, all the right, title, and interest of Vernon Middleton and Frances T. Middleton, his wife, defendants, in and to that real property, described as follows:

All that parcel of land known as "The Residential Property of Vernon D. and Frances L. Middleton," situate in the Town of Centreville, near the Centreville Landing, in the Third Election District of Queen Anne's County, Maryland, on the corner of Creamery Lane and the street or road branching southerly therefrom towards Centreville, fronting on said Creamery Lane 67 feet, more or less, with an even depth of 100 feet, more or less; and being the same property conveyed from James B. Middleton, et al, to Vernon D. Middleton and Frances L. Middleton, his wife, by deed dated July 28th, 1949, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber N.B.W. No. 4, folio 72.

That said property was sold to Kathryn Colmery, at and for the price of $1250.00, the highest price bid thereof.

Witness my hand this 17 day of Aug, 1959.

FRANK Y WHITELEY
Frank Y. Whiteley, Sheriff

Filed Aug. 17, 1959

AFFIDAVIT OF POSTING NOTICE OF SALE

Filed Aug. 17, 1959

AFFIDAVIT OF POSTING NOTICE OF SALE

Frank Y. Whiteley, Sheriff of Queen Anne's County, Maryland, being duly sworn, deposes and says:

That he conspicuously advertised notice of sale, a copy of which is affixed hereto, in the Queen Anne's Record-Observer, a weekly paper, at least 20 days before the sale mentioned in said notice, to wit, Saturday, May 2, 1959, and that he also posted notice of sale at the Court House Door, Centreville, Maryland.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison,
Notary Public

NOTARY
PUBLIC
SEAL.

Filed Aug. 17, 1959

SHERIFF'S SALE
OF
REAL ESTATE
In Centreville
THIRD ELECTION DISTRICT
OF QUEEN ANNE'S COUNTY,
MARYLAND

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 in a certain suit in said Court entitled "Farmers Bank of the State of Delaware, Plaintiff, versus Vernon and Frances L. Middleton, his wife, Defendants", being Law No. 1391 in said Court, I have seized and levied upon all of the right, title, interest and estate of the said Defendants in and to the following described real estate;

All that parcel of land known as "The Residential Property of Vernon D. and Frances L. Middleton", situate in the Town of Centreville, near the Centreville

Landing, in the Third Election District of Queen Anne's County, Maryland, on the corner of Creamery Lane and the street or road branching southerly therefrom towards Centreville, fronting on said Creamery Lane 67 feet, more or less, with an even depth of 100 feet, more or less; and being the same property conveyed from James B. Middleton, et al, to Vernon D. Middleton and Frances L. Middleton, his wife, by deed dated July 28th, 1949, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber N.B.W. No. 4, folio 72.

This property is improved by a one story, frame dwelling house and outbuildings.

I hereby give notice that pursuant to said Writ of Fieri Facias I will sell the Defendants right, title, interest and estate in said real estate (being subject to the priority of a mortgage to Harry F. Callahan, dated April 12, 1957, and recorded in Liber T.S.P. No. 34, folio 98; which said mortgage has been duly assigned to May Everngam on April 12, 1957) in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, at 11:00 o'clock A.M. on

SATURDAY, MAY 2, 1959

FRANK Y. WHITELEY, Sheriff

MOTION TO CONFIRM SALE AND TO AUTHORIZE
EXECUTION OF SHERIFF'S DEED

Filed Aug. 17, 1959

Farmers Bank of the State of Delaware

vs.

Vernon Middleton and
Frances T. Middleton

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

Law No. 1391

MOTION TO CONFIRM SALE AND TO AUTHORIZE
EXECUTION OF SHERIFF'S DEED

Comes now the above named A. Parks Rasin, Jr., attorney for the Farmers Bank of the State of Delaware, and moves the court that the sale of the real estate made by the sheriff on May 2, 1959, under Fiere Facias in the above-entitled cause, be confirmed by said court, and that the Sheriff be ordered to execute a deed to Kathryn Colmery, the purchaser of said real estate so sold.

A. PARKS RASIN, JR.
A. Parks Rasin, Jr., Attorney for
Plaintiff,

Filed Aug. 17, 1959

ORDER OF COURT CONFIRMING SALE AND ORDERING
EXECUTION OF SHERIFF'S DEED

Filed Aug. 24, 1959

Farmers Bank of the State of Delaware

vs.

Vernon Middleton and
Frances T. Middleton

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

Law No. 1391

ORDER OF COURT CONFIRMING SALE AND ORDERING
EXECUTION OF SHERIFF'S DEED

Upon reading and filing the return of Frank Y. Whiteley, Sheriff of Queen Anne's County, to the writ of Fiere Facias heretofore issued in the above-entitled action on January 5, 1959, on which the real property described in said return has been sold, and upon careful examination of the proceedings of said officer, it appearing the court having found that the said proceedings and sale were in all respects in due form of law, the same is hereby approved and confirmed; and it is further ordered by the court that the said sheriff execute and deliver to the purchaser, Kathryn Colmery, a deed in fee simple for said lands sold by the sheriff as aforesaid; and it is further ordered that out of the money from said sale and now in his hands the sheriff pay, first, all the costs taxed against the defendant in this cause; second, the full amount of the defendant's debt to May Everngam in a mortgage from the defendant's, dated April 12, 1957, and recorded in Liber T.S.P. No. 34, folio 98; and third, the funds remaining in his hands if any therebe, to The Farmers Bank of the State of Delaware, the above named plaintiff, and fourth the funds remaining in his hands, if any there be, to said defendants on demand.

Dated this 24th day of August, 1959.

J. DeWEESE CARTER
JUDGE

Filed Aug. 24, 1959

*For Sheriff's Certificate of Service in the above entitled cause, see this Liber, Folio 641.

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of June in the year nineteen hundred and fifty-nine, the following Report of Tax Sales was filed for recorded, to wit:-

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1959	* * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4254

* * * * * * * * * * * * *

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Tax Sales made by Charles E. Anthony, Sr., Treasurer for Queen Anne's County, unto your Honors, respectfully represents:

1. That in the annual levy made by the County Commissioners of Queen Anne's County for the years 1957 and 1958, there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels of real estate, all situate in certain designated districts in Queen Anne's County. The respective persons against whom and the respective parcels against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of Charles E. Anthony, Sr., Treasurer for Queen Anne's County, for collection.

2. That as to the properties hereinafter set forth respectively, the taxes due thereon were not paid by January 1st, 1959.

3. That Charles E. Anthony, Sr., Treasurer, caused to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the first day of March, a list of all delinquents, together with the amount of taxes for which they were respectively in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment, on or before the 10th day of April, 1959, the same would be collected by process of law.

4. That the said County Treasurer did cause to be mailed to each of said delinquents at the address shown on the County assessment ledgers between the 15th day of March and the first day of April an account of his taxes, which were in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of all taxes, together with all interest and costs accrued thereon to date of payment on or before the 10th day of April, 1959, the same would be collected by process of law.

5. That the said County Treasurer did cause to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, for three successive weeks prior to the third Tuesday in May, a list of all delinquents assessed with real estate, giving the names of the persons assessed, a brief description of the property and the district of its location, together with the amount of taxes in arrears thereon, including all taxes on personalty in arrears, by the owner of the real estate, with a notice appended that if said taxes, together with all interest, costs, expenses and commissions accrued and to accrue were not paid before the 3rd Tuesday in May, 1959, the Treasurer would proceed at 10:00 o(clock, A.M. on that day, at the Court House in said County, to offer said property for sale to the highest bidder for cash. A Certificate of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described, did proceed to sell on May 19, 1959 at 10:00 A.M. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by J. Elmer Anthony, Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the prorata cost of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees and expenses incident to said sale, and the peeson to whom and at what price each of said several properties were respectively sold.

FIRST DISTRICT

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located between Barclay and Sudlersville, adjoining the lands of or formerly of Oliver Richardson. Assessed value $200.00, assessed to John H. Dickerson Heirs for $3.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.99
Interest	.16
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
Advertising	7.75
	$27.90
5% Treasurer's Commission	1.40
	$29.30

The Property was sold to William E. Winchester, at and for the sum of

$80.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located on the Sudlersville-Busic School road, adjoining the lands of (or formerly of) George E. Crisfield. Containing two lots and a house, assessed at $495.00, assessed to Casper L. Newcomb for $19.73 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 19.73
Interest	1.39
Attorney	10.00
Auctioneer	5.00
Advertising	9.25
Notary Public	1.00
	$ 46.37
5% Treasurer's Commission	$ 2.32
	$ 48.69

The Property was sold to Clifford W. Weaver, 7169 Buist Avenue, Philadelphia, Pennsylvania, at and for the sum of $300.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Shanks Corner, adjoining the lands of (or formerly of) Lewis Hay. Containing 50 acres of land, and a house and other buildings, assessed at $2,275.00 assessed to Barbara Tehol for $85.54 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 85.54
Interest	5.83
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$116.62
5% Treasurer's Commission	5.83
	$122.45

The property was sold to John A. Scheibel, at and for the sum of $2,100.00, he being then and there the highest bidder therefor.

SECOND DISTRICT

All that lot or parcel of land, lying and being in the Second Election District of Queen Anne's County, Maryland, located on the Price-Roberts Road, adjoining the lands of (or formerly of) Howard Stant. Containing 12 acres of woodland, assessed at $120.00, assessed to Mary Jane Mackey Heirs for $2.39 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 2.39
Interest	.09
Attorney	10.00
Advertising	7.75
Auctioneer	$ 5.00
Notary Public	1.00
	$ 26.23
5% Treasurer's Commission	1.31
	$ 27.54

The property was sold to Michael Revyuk and Elizabeth Revyuk, at and for the sum of $80.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located on the Rolph's Wharf Road, adjoining the lands of (or formerly of) Walter Haddaway. Containing three acres of land, and a House and other buildings; assessed at $2,575.00; assessed to James W. and Mattie Reynolds for $55.36 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 55.36
Interest	2.21
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 81.32
5% Treasurer's Commission	$ 4.07
	$ 85.39

The property was sold to Hackett Turner, at and for the sum of $260.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located near Ingleside, adjoining the lands of (or formerly of) William A. Rochester. Containing a lot assessed at $100.00; assessed to Arthur & Amahala Rochester Estate for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 1.99
Interest	.08
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 25.82
5% Treasurer's Commission	1.29
	$ 27.11

The property was sold to Michael & Elizabeth Revyuk, at and for the sum of $30.00, they being then and there the highest bidders therefor.

THIRD DISTRICT

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Sapaiards Neck, adjoining the lands of or formerly of John Leekley. Containing two acres of land and assessed at $100.00; assessed to Risdon & Charles Conyer for $5.94 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 5.94
Interest	.24
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 29.93
5% Treasurer's Commission	1.50
	$ 31.43

The property was sold to John Leekley, at and for the sum of $75.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on Stafford Road toward Starr, adjoining the lands of (or formerly of) J. Lawrence Wood. Containing 25 acres of woodland assessed at $250.00; assessed to Elizabeth T. Holliday for $4.99 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 4.99
Interest	.20
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 28.94
5% Treasurer's Commission	1.45
	$ 30.39

The property was sold to Michael and Elizabeth Revyuk, at and for the sum of $360.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Spaniard's Neck, adjoining the lands of (or formerly of) John Leekley. Containing two acres of land, and assessed at $100,00; assessed to Isabela Williams Heirs for $5.94 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 5.94
Interest	.24
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 29.93
5% Treasurer's Commission	1.50
	$ 31.43

The property was sold to John Leekley, at and for the sum of $110.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on the Burrisville-Bookers Wharf Road, adjoining the lands of (or formerly of) William Blake. Containing two acres of land, and assessed at $100.00; assessed to Sallie Wright Heirs for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 1.99
Interest	.08
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$25.82
5% Treasurer's Commission	1.29
	$27.11

The property was sold to Albert Deaton, R.F.D. No. 2, Centreville, Maryland, at and

for the sum of $95.00, he being then and there the highest bidder therefor.

FOURTH DISTRICT

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Matapeake Ferry Road, adjoining the lands of (or formerly of) James T. Brown. Containing a lot assessed at $100.00; assessed to Dennis & Troy Crosby for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.98
Interest	.28
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 29.51
5% Treasurer's Commission	1.48
	$ 30.99

The property was sold to Oscar M. and Florence F. Legg, at and for the sum of $34.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the Stevensville-Love Point Road, adjoining the lands of or formerly of Ardina Gray. Containing 1 and 1/2 acres of land and assessed at $150.00; assessed to Ernest W. Hadrick for $2.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 2.99
Interest	.12
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 26.86
5% Treasurer's Commission	1.34
	$ 28.20

The property was sold to Clinton Spence, Stevensville, Maryland, at and for the sum of $34.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Courseyville, adjoining the lands of (or formerly of) Willard Jones. Containing a lot and house assessed at $625.00; assessed to Nelson Johnson Heirs for $12.45 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 12.45
Interest	.50
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 36.70
5%Treasurer's Commission	1.84
	$ 38.54

The property was sold to George and Lucy Urie, Rock Hall, Maryland, at and for the sum of $170.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Dominion, adjoining the lands of (or formerly of) Edgar Jones. Containing two lots and a house assessed at $1,775.00; assessed to Ethel Jones for $70.74 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 70.74
Interest	4.96
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$100.95
5% Treasurer's Commission	5.05
	$106.00

The property was sold to Linwood Yates at and for the sum of $320.00, he being then and there the highest bidder thereof.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Fredericktown, adjoining the lands of (or formerly of) Harriett Fisher. Containing a lot and house assessed at $450.00; assessed to Otha Pierce for $8.97 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 8.97
Interest	.36
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 33.08
5% Treasurer's Commission	1.65
	$ 34.73

The property was sold to Edwin Crouch at and for the sum of $45.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Kent Island Estates, consisting of Lot No. 23 & 25 Block H, Third Section. Containing two lots assessed at $500.00; assessed to Robert L. & Elaine M. Robinson for $19.92 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 19.92
Interest	1.40
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 46.57
5% Treasurer's Commission	2.33
	$ 48.90

The property was sold to Charles K. Bryan, at and for the sum of $145.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Kent Island Estates. Consisting of Lot 20, Block E., First Section; assessed at $750.00; assessed to Willard C. Smith for $14.95 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 14.95
Interest	.60
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 39.30
5% Treasurer's Commission	1.97
	$ 41.27

The property was sold to Vachel Downes, Jr. at and for the sum of $360.00, he being then and there the highest bidder therefor.

FIFTH DISTRICT

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located at Scott Town, adjoining the lands of (or formerly of) Elizabeth Holliday. Containing a lot and assessed at $100.00; assessed to Carl & Louise Stewart for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.98
Interest	.28
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 29.51
5% Treasurer's Commission	1.48
	$ 30.99

The Property was sold to Joseph W. Rhyans at and for the sum of $37.00, he being then and there the highest bidder therefor.

SEVENTH DISTRICT

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on the Millington-Sudlersville, Road, adjoining the lands of (or formerly of) Mary E. Anthony. Containing a lot assessed at $100.00; assessed to John Wesley Thompson, for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.98
Interest	.28
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 29.51
5% Treasurer's Commission	1.48
	$ 30.99

The property was sold to Michael and Elizabeth Revyuk, at and for the sum of $40.00, they being then and there the highest bidders therefor.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted,

CHARLES E. ANTHONY SR.
Charles E. Anthony, Sr.
Treasurer for Queen Anne's County

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

I HEREBY CERTIFY that on this 2nd day of June, 1959, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles E. Anthony, Sr., Treasurer of Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Tax Sales are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

HELEN E. PARDEE
Notary Public

Filed June 4, 1959

CERTIFICATE OF PUBLICATION OF SALE

Filed June 4, 1959

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State County and Town for the years 1956, 1957 and 1958, there will be added to each of the following amounts interest, fees, costs.

Unless payment be made in full of said taxes together with all interest and costs accrued thereon before the third Tuesday in May of 1959, to wit:

TUESDAY

MAY 19, 1959

the said County Treasurer
for Queen Anne's County
will proceed at

10 o'clock A.M. (D.S.T.)

ON THAT DAY at the COURT HOUSE in CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND, of offer for sale, to the highest bidder, For Cash, all of said property upon which taxes, interest, costs, fees or expenses are in arrears, and shall continue said sale on each day thereafter, legal holidays excepted, from 10 A.M. until 3 P.M., until all of said property shall have been offered and disposed of.

The said COUNTY TREASURER shall be entitled to receive a commission of five per centum on the amount of all sales made by him in pursuance of the provision of said Act, to be computed and charged as part of the expenses of such sales, and if before sale but after advertisement, the taxes, interest, and expenses chargeable to any property are paid, then the said COUNTY TREASURER shall be entitled to receive a commission of two per cent on the amount of such taxes interest and costs as a part of the cost of collecting same.

The names of the person or persons to whom the respective parcels or lots of land and improvement, of any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows:

INTEREST, COSTS, FEES AND
EXPENSES TO BE ADDED.

FIRST DISTRICT

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Barclay-Sudlersville road, adjoining the lands of (or formerly of) Oliver Richardson, containing lot. Assessed value $200, assessed to John H. Dickerson Heirs for $3.99 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Ingleside-Barclay road, adjoining the lands of (or formerly of) Stanley Morrie, containing lot, land, and house. Assessed value $3300, assessed to William, Jr., and Mary C. Melvin for $140.75 tases in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland located Sudlersville Busic School road, adjoining the lands of (or formerly of) George E. Crisfield, containing two lots and house. Assessed value $495, assessed to Casper L. Newcomb for $19.73 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Shanks Corner, adjoining the lands of (or formerly of) Lewis Hay, containing 50 acres of land, and house and other buildings. Assed value $2275, assessed to Barbara Tehol for $85.54 taxes in arrears plusinterest, costs and expenses to day of sale.

SECOND DISTRICT

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Price-Roberts road, adjoining the lands of (or formerly of) Howard Stant, containing 12 acres of woddland. Assessed value $120, assessed to Mary Jane Mackey Heirs for $2.39 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Rolph's Wharf road, adjoining the lands of (or formerly of) Walter Haddaway, containing 3 acres of land, and house and other buildings. Assessed value $2575, assessed to James W. and Mattie Reynolds for $55.36 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located near Ingleside, adjoining the lands of (or formerly of) Wm. A. Rochester, containing lot. Assessed value $100, assessed to Arthur and Amahala Rochester Estate for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Newtown, adjoining the lands of (or formerly of) Estella Griffin, containing lot and house. Assessed value $850, assessed to Walter Tilghman for $14.95 taxes in arrears plus interest, costs and expenses to day of sale.

THIRD DISTRICT

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Spaniards Neck, adjoining the lands of (or formerly of) John Leekley, containing 2 acres of land. Assessed value $100, assessed to Risdon and Charles Conyer for $5.94 taxes in arrears plus interest, costs and expenses of sale.

All that lot or pardel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Starr-Willoughby road, adjoining the lands of (or formerly of) Samuel White, containing lot and house, Assessed value $370, assessed to Thomas Henry Dennis for $5.58 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on Stafford road toward Starr, adjoining the lands of (or formerly of) J. Lawrence Wood, containing 25 acres woodland. Assessed value $250, assessed to Elizabeth T. Holliday for $4.99 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Spaniard's Neck, adjoining the lands of (or formerly of) John Leekley, containing 2 acres of land. Assessed value $100, assessed to Isabela Williams for $5.94 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Third Election

District of Queen Anne's County, Maryland, located Burrisville-Bookers Wharf road, adjoining the lands of (or formerly of) William Blake, containing 2 acres of land. Assessed value $100, assessed to Sallie Wright Heirs for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

FOURTH DISTRICT

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Matapeake Ferry road, adjoining the lands of (or formerly of) James T. Brown, containing lot. Assessed value $100, assessed to Dennis and Troy Crosby for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Stevensville-Love Point road, adjoining the lands of (or formerly of) Ardina Gray, containing 1 1/2 acres of land. Assessed value $150, assessed to Ernest W. Hadrick for $2.99 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Love Point road, adjoining the lands of (or formerly of) Maggie E. Legg, containing 1/2 acre of land and cottage. Assessed value $200, assessed to Clara Harris Heirs for $3.99 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Love Point road, adjoining the lands of (or formerly of) David M. Nichols, containing lot. Assessed value $100, assessed to Hester Harris for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Piney Landing Road, adjoining the lands of Harvey McQuay, containing lot and tavern. Assessed value $4750, assessed to Albert C. Jeffries, Baxter H. Ashley and Barnie Brandwein for $94.65 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Courseyville, adjoining the lands of (or formerly of) Willard Jones, containing lot and house. Assessed $625, assessed to Nelson Johnson Heirs for $12.45 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying, and being in the Fourth Election District of Queen Anne's County, Maryland, located Dominion, adjoining the lands of (or formerly of) Edgar Jones, containing 2 lots and house. Assessed value $1775, assessed to Ethel Jones for $70.74 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Fredericktown, adjoining the lands of (or formerly of) Harriett Fisher, containing lot and house. Assessed value $450, assessed to Otha Pierce for $8.97 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates, contsisting of Lots 23 and 25, Block H. Assessed value $500, assessed to Robert L. and Elaine M. Robinson for $19.92 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates, consisting of Lot 20, Block E. Assessed value $750, assessed to Willard C. Smith for $14,95 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, located in Dominion, adjoining the lands of (or formerly of) Ethel Jones, containing lot and house. Assessed value $525, assessed to John and Jennie Thompson for $10.46 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cox's Neck road, adjoining the lands of (or formerly of) Jacob and Mary Brown, containing lot and cottage. Assessed value $800, assessed to Margaret White for $15.94 taxes in arrears plus interest, costs and expenses to day of sale.

FIFTH DISTRICT

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Perry's Corner, adjoining the lands of (or formerly of) James T. Carter, containing lot. Assessed value $100, assessed to Susan Callahan Heirs for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County Maryland, located Bloomingdale road, adjoining the lands of (or formerly of) Ralph Whaley, containing lot and house. Assessed value $450, assessed to Charles Conyer for $8.97 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Scott Town Lane, adjoining the lands of (or formerly of) James Watkins, containing 2 acres of land. Assessed value $100, assessed to James and Irene Gibbs for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Chester Narrows, adjoining the lands of (or formerly of) Roxanna Wharton, containing lot. Assessed value $350, assessed to Lloyd and Emma Price for $6.98 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Carmichael-Wye Mills road, adjoining the lands of (or formerly of) Elva Gleaves, containing 6 acres of land. Assessed value $200, assessed to Linwood Single for $28.97 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Scott Town, adjoining the lands of (or formerly of) Elizabeth Holliday, containing lot. Assessed value $100, assessed to Carl and Louise Stewart for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Old Queenstown-Grasonville road, adjoining the lands of (or formerly of) Alethia Stiles and Daisey Starkey, containing 2 lots. Assessed balue $200, assessed to Benjamin W. and Catherine E. Washington for $11.94 taxes in arrears plus interest, costs and expenses to day of sale.

SIXTH DISTRICT

All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Ruthsburg-Starr road, adjoining the lands of (or formerly of) William D. Foster, containing lot and cabin. Assessed value $350, assessed to Jacob O. and Ruth V. Wright for $6.98 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Starr-Queen Anne Road, adjoining the lands of (or formerly of) Harrison Bowsen, containing 6 acres of land, more or less and house. Assessed value $1225, assessed to George M. Wilson Estate for Balance of taxes due $33.88 in arrears plus interest, costs and expenses to day of sale.

SEVENTH DISTRICT

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Millington-Sudlersville road, adjoining the lands of (or formerly of) Mary E. Anthony, containing lot. Assessed value $100, assessed to John Wesley Thompson for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

CHARLES E. ANTHONY, SR.
Treasurer for
Queen Anne's County

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 3, 1959

THE QUEEN ANNE'S RECORD AND OBSERBER PUBLISHING COMPANY, a body corporate, does hereby certify that the Tax Sales Notice in the case of ---- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERBER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 19th day of May , 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of April 1959, and the last insertion on the 14th day of May,1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DEE N. LUFF

Filed June 4, 1959

ORDER NISI

Filed July 1, 1959

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1959	* * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equtiy No. 4254

******** ********

ORDERED, this 1st day of July 1959, by the Circuit Court for Queen Anne's County, in Equity, that the tax sales made and reported in this cause by Charles E. Anthony, Sr., Treasurer of Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 1st day of September 1959, unless cause to the contrary thereof be previously shown; and provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks commencing on the 9th day of July, 1959, and ending on the 30th day of July, 1959.

And the report states the amount of sales to be $4,675.00.

THOS J. KEATING JR.
Judge

Filed July 1, 1959

* (Certificate of Publication of Order Nisi) on page 511

* FINAL ORDER OF RATIFICATION

Filed March 31, 1960

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1959	* * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4254

****

ORDERED this 31st day of March, 1960, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the following tax sales made on the 19th day of May, 1959, and reported to this Court by Charles E. Anthony, Sr., Treasurer for Queen Anne's County, Maryland, on the 4th day of June, 1959, of the properties therein described in said report of sales as assessed to the following parties and in the following Election Districts of Queen Anne's County, as follows, to wit:

John H. Dickerson Heirs - First Election District
Casper L. Newcomb - First Election District
Barbara Tehol - First Election District
Mary Jane Mackey Heirs - Second Election District
James W. and Mattie Reynolds - Second Election District
Arthur & Amahal Rochester Estate - Second Election District
Risdon & Charles Conyer - Third Election District
Elizabeth T. Holliday - Third Election District
Isabela Williams Heirs - Third Election District
Sallie Writht Heirs - Third Election District
Dennis & Troy Crosby - Fourth Election District
Ernest W. Hadrick - Fourth Election District

Nelson Johnson Heirs - Fourth Election District
Ethel Jones - Fourth Election District
Otha Pierce - Fourth Election District
Robert L. & Elaine M. Robinson - Fourth Election District
Willard C. Smith - Fourth Election District
Carl & Louise Stewart - Fifth Election District
John Wesley Thompson - Seventh Election District

reported sold in these proceedings on account of taxes in arrears BE AND THE SAME ARE HEREBY FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although notice appears to have been given as provided by the ORDER NISI passed in these proceedings on the 1st day of July, 1959, a Certificate of Publication of said ORDER NISI being filed in this cause showing publication thereof in accordance with said order.

THOS J. KEATING JR.
JUDGE

Filed March 31, 1960

* CERTIFICATE OF PUBLICATION OF
ORDER OF NISI

Filed March 31, 1959

In The Matter Of The
TAX SALES
In Queen Anne's County, Maryland
For The Year 1959

In The Circuit Court For
Queen Anne's County

In Equity No. 4254

ORDERED, this 1st day of July, 1959, by the Circuit Court for Queen Anne's County, in Equity, that the tax sales made and reported in this cause by Charles E. Anthony, Sr., Treasurer of Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 1st day of September, 1959, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks commencing on the 9th day of July, 1959, and ending on the 30th day of July, 1959.

And the report states the amount of sales to be $4,675.00.

THOS. J. KEATING, JR.
Judge

Filed: July 1, 1959
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 30, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the matter of the Tax Sales in Queen Anne's County, Md. for 1959 in the Equity No. 4254

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 4 successive weeks before the 1st day of September, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of July 1959, and the last insertion on the 30th day of July, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed March 31, 1960

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

A. Parks Rasin, Jr.,

Assignee,
Chestertown, Maryland.

vs.

George Willard Neighbors, and
Jean Wunderlich Neighbors,
his wife.

Chestertown, R.R., Maryland

EQUITY NO. 4232

In the Circuit Court for

Queen Anne's County,

Maryland.

To the Clerk of the Circuit Court for Queen Anne's County, Maryland:

Please docket suit in the above entitled case.

A. PARKS RASIN, JR.
A. Parks Rasin, Jr., Assignee

MORTGAGES

Filed Feb. 6, 1959

#38,238 LIBER 31 PAGE 132

RECEIVED FOR RECORD Oct. 29, 1956

Form No. 1 - CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this - 24th - day of October in the year one thousand nine hundred and fifty-six, between G. WILLARD NEIGHBORS and JEAN W. NEIGHBORS, his wife, of Queen Anne's County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said G. WILLARD NEIGHBORS and JEAN W. NEIGHBORS, his wife, the sum of Twenty-five Thousand and 00/100 ($25,000.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagors(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of Six (6%) per cent per annum, in the manner following:

By the payment of One Hundred Seventy-nine and 15/100 ($179.15) dollars on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in pa t, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said G. WILLARD NEIGHBORS and JEAN W. NEIGHBORS, his wife, do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that tract of land, composed of two parcels and a part of a third parcel, situate, lying and being east of, but not adjacent to, the thirty-three foot public road leading from Chestertown to Centreville, in the Second Election District of Queen Anne's County, in the State of Maryland; bounded on the north by the Chester River, on the east by an eleven foot right-of-way running between the lands herein described and lands of Daniel W. Fasnacht, (formerly lands of Charles N. Sappington); on the west by lands now or formerly of E. Rumsey Anthony; and on the south by a County Road, which leads to the aforesaid

Chestertown-Centreville Road, and by lands of Robert N. Mance; and which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument at the intersection of the northern right-of-way line of the aforesaid County Road with the western fight-of-way line of the eleven foot way, which runs between the land herein described and the lands of Daniel W. Fasnacht, and running thence by and with the northern right-of-way line of the said County Road south forty degrees and thirty-five minutes west (S 40-35 W), two hundred forth and forty-two one-hundredths (240.42) feet to a concrete monument and being the southeast corner of lands of Robert N. Mance; thence by and with the east line of said lands of Robert N. Mance, of which, the lands herein described, were formerly a part thereof, north forty-nine degrees and twenty-five minutes west (N 49-25 W), one hundred eleven and eight-tenths (111.8) feet to a concrete monument and being the northeast corner of the Robert N. Mance lands; thence by and with the north line of the Robert N. Mance lands south forty degrees and thirty-five minutes west (S 40-35 W) one hundred seventy-two and forty-seven one-hundredths (172.47) feet to a concrete monument in the east line of lands of, or formerly of, E. Rumsey Anthony, and being the northwest corner of the said Robert N. Mance lands; thence by and with the east line of the E. Rumsey Anthony lands north fifty-one degrees and thirty-five minutes west (N 51-35 W), one thousand two and ninety-nine one-hundredths (1002.99) feet to a concrete monument; thence by and with the same north seven degrees and fifty-eight minutes east (N 07-58 E), one hundred seventy-one and forty-three one hundredths (171.43) feet to an iron pipe in the mean high water line of the eastern side of the Chester River; thence by and with the mean high water line of the said Chester River south eighty-two degrees and ten minutes east (S 82-10 E), one hundred eighty-seven and three-thenths (187.3) feet to the west end of a concrete Sea Wall; thence by and with the face of the aforesaid Sea Wall north eighty-eight degrees and six minutes east (N 88-06 E), one hundred fifteen and sixty-five one-hundredths (115.65) feet to the east end of the said Sea Wall; thence continuing up stream, by and with the mean high water line, north eighty-one degrees and forty minutes east (N 81-40-E), one hundred sixty-eight and forty-four one-hundredths (168.44) feet to an iron pipe in the west line of the aforesaid eleven foot right-of-way; thence by and with the west line of the said eleven foot right-of-way south forty-nine degrees and twenty-five minutes east (S49-25 E), eight hundred fifty-three (853.0) feet to a concrete monument in the northern right-of-way line of the thirty-three foot wide County Road leading to the Chestertown-Centreville Road, the place of beginning. Containing nine and nine hundred forty-six one thousandths (9.946) acres, more or less. The above description is in accordance with a Survey and Plat by Shew and Barlett, Engineers, dated September 25, 1956, which Plat was recorded with the Deed hereinafter referred to.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from ABRAHAM JANKOWITZ, Attorney for ROBERT NEWTON MANCE and DORIS H. MANCE, his wife, to the Mortgagors herein.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever

SUBJECT, HOWEVER, to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a Deed dated November 23, 1939 and recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 2, folio 128 from E. Rumsey Anthony and wife, to John C. Marscher and wife.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. '4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the impovements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said porperty in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

Vl. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited from the date of said payment, and said mortgagee shall have a lien hereunder or said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall consitutue a default of this mortgage, for which foreclosure may be filed.

Vll. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

Vlll. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owning as herein provided.

lX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assings, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVl of the Public General Laws of Maryland, or under any other General of Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the 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; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be),to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or 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, attorney's fee 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 of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himslef, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurences thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

THELMA B. BREEDEN
(Thelma B.Breeden)

G. WILLARD NEIGHBORS (SEAL)
(G. Willard Neighbors)

JEAN W. NEIGHBORS (SEAL)
(Jean W. Neighbors)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this - 24th - day of October in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared G. WILLARD NEIGHBORS and JEAN W. NEIGHBORS, his wife, the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared JOHN L. FISHER, President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

THELMA B. BEEDEN
Notary Public
(Thelma B. Beeden)

My commission expires on May 6, 1957

FOR VALUE RECEIVED, and without recourse, AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within and aforegoing Mortgage unto SARA C. ROTHE.

WITNESS the corporate seal of the said Assignor and the signature of its duly authorized officer, this 6th day of September, 1958.

Test:

ELSIE CURTIS
ELSIE CURTIS

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

By DWIGHT F. BRUNK
Dwight F. Brunk, Vice President.

Corporate
Seal.

A S S I G N M E N T

FOR VALUE RECEIVED I hereby assign unto The Peoples Bank of Chestertown, Maryland, the within and aforegoing mortgage to the extent of $7,127.74 as security for the repayment of the sum of $7,127.74 which has been advanced and paid to me by said The Peoples Bank of Chestertown, Maryland, the repayment of said sum to that extent first to be paid out of the mortgage proceeds.

AS WITNESS the hand and seal of the said Sarah C. Rothe this 6th day of September, 1958.

WITNESS:

A. PARKS RASIN, JR.

SARAH C. ROTHE (SEAL)
Sarah C. Rothe

A S S I G N M E N T

For Value Received, The Peoples Bank of Cheste town, Maryland hereby assigns the within and aforegoing mortgage to the extent of $7,127.74 with interest at the rate of five and one-half per cent per annum from September 6th, 1958 on such amount, and the note secured thereby, as security for the repayment of the sum of $7,153.89 which has been advanced and paid to The Peoples Bank of Chestertown, Maryland by The Millington Bank of Maryland, the repayment of said sum to that extent first to be paid out of the mortgage proceeds.
Witness the hand of the President and the seal of the said The Peoples Bank of Chestertown, Maryland, this 30 day of September, 1958.

WITNESS:

ELIZABETH C. ROLLISON

THE PEOPLES BANK OF CHESTERTOWN
MARYLAND

By: A. PARKS RASIN, JR.
A. Parks Rasin, Jr., President

Seal's
Place

The Millington Bank of Maryland and Sarah C. Rothe, do hereby assign the within and aforegoing Mortgage unto A. Parks Rasin, Jr., for the purpose of foreclosure and collection.

Witness, The Millington Bank of Maryland, a body corporate, and the corporate seal affixed and attested by its Cashier, and witness the hand and seal of Sarah C. Rothe, this 3rd day of February, 1959.

ATTEST:

C. M. MELVIN JR. Cashier
C. M. Melvin, Jr.

SEAL'S
PLACE

THE MILLINGTON BANK OF MARYLAND

By JAMES BERNARD MERRICK Pres.
James Bernard Merrick

SARAH C. ROTHE (SEAL)
Sarah C. Rothe.

Test C.M. Melvin Jr.

#40,081 LIBER 38 PAGE 353

RECEIVED FOR RECORD Dec. 17, 1957

THIS MORTGAGE, Made this 17th day of December in the year nineteen hundred and fifty-seven, by and between G. WILLARD NEIGHBORS and JEAN W. NEIGHBORS, his wife, of Queen Anne's County, State of Maryland, parties of the first part, Mortgagors, and CAMELLIA SARAH ROTHE, of Kent County, State of Maryland, party of the second part, Mortgagee,

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full and just sum of Five Thousand Dollars ($5,000.00) as evidenced by their joint and several promissory note of even date herewith, for money loaned and advanced to them, and

WHEREAS, it is hereby agreed by and between the parties to this mortgage the the aforesaid sum of $5,000.00 shall be repaid unto the Mortgagee at the expiration of One (1) year from the date of this mortgage, with interest in the meantime at the rate of six per centum (6%) per annum, payable semi-annually, on the 17th day of June 1958, and the 17th day of December, 1958, or on like dates each year during the continuance hereof, with the right and privilege in the meantime in the said Mortgagors to pay the aforesaid principal sum in whole or in part at any time, with interest to cease upon the amount of the principal sum so prepaid, and

WHEREAS, it is further agreed by the parties hereto that the aforesaid principal sum of $5,000.00, and all interest to accrue thereon, and the prompt payment of the same, and of all sums due hereunder, on the time or times herein set forth, were to be secured by the execution of this mortgage.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: that for and in consideration of the sum of $1.00, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the Mortgagee, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract or parcel of land, with the improvements thereof, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, east of, but not adjacent or contigious to the public road from Church Hill to Chestertown (being U.S. Rt. No. 213), bounded on the north by the Chester River, on the east by the eleven foot road or right of way between the herein described lands and the lands of Daniel W. Fasnacht, on the west by the lands of, or formerly of, E. Rumsey Anthony, and on the south by a road leading from U.S. Rt. No. 213 easterly past the herein described lands, containing 9.946 acres of land, more or less, and being 11 the same lands conveyed by Robert N. Mance and Doris H. Mance unto said Mortgagors by deed dated the 24th day of October, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 31 folio 128.

SUBJECT TO the legal operation and effect of a prior mortgage on said premises from said Mortgagors to Aurora Federal Savings and Loan Association, dated the 24th day of October, 1924, and recorded among the Land Records aforesaid in Liber T.S.P. No. 31 folio 132.

TOGETHER with 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.

PROVIDED, that if the Mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagee her successors, executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars and all interest thereon accrued, as above set forth, when and as the same may be due and payable, 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 Mortgagors, their heirs and assigns, shall possess said property.

AND the Mortgagors, their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, her successors, executors, administrators and assigns, as follows:

1. 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

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee, her successors, execuorrs, 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 or damabe, shall be applied to the payment of all sums due under said mortgage secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee, her successors, executors, administrators or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value,and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagor should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagee, her successors, executors, administrators or assigns, or, their hereby duly constituted Attorney for the purpose, are hereby aut orized and empowered to sell said premises upon giving twenty days previous notice of the time, place and 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, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner,to wit:

First, to the payment of 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, and a fee of Twenty-five Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagee, her successors, executors, administrators or assigns, or their said Attorney, shall 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 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 Mortgagors, their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagors, their heirs, executors, administrators and assigns will warrant generally the property hereby coveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST:

JOYCE A. STARKEY — G. WILLARD NEIGHBORS (SEAL)
G. Willard Neighbors

JOYCE A. STARKEY — JEAN W. NEIGHBORS (SEAL)
Jean W. Neighbors

STATE OF MARYLAND :
to wit:
County of QUEEN ANNE'S

I HEREBY CERTIFY that on this 17th day of December, in the year one thousand nine hundred and fifty-seven before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared G. Willard Neighbors and Jean W. Neighbors and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared Camellia Sarah Rothe, mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY
PUBLIC
SEAL

HERBERT A. WILLIS Notary Public
Herbert A. Willis

One-Five Dollar Fifty Cent Recordation
Tax Stamp. Endorsed V.A.D.Jr. 12/17/57

I, Camellia Sarah Rothe, do hereby assign the within and aforegoing Mortgage unto A. Parks Rasin, Jr. for the purpose of foreclosure and collection.
As witness my hand and seal this 3d day of February, 1959.
Witness:

ELIZABETH C. ROLLISON
Elizabeth C. Rollison

CAMELLIA SARAH ROTHE (SEAL)
Camellia Sarah Rothe

CERTIFIED COPY OF BOND

Filed Feb. 10, 1959

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Tenth day of February in the year nineteen hundred and fifty-nine, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, A. Parks Rasin, Jr., as Principal, of Kent County, Maryland, and the Fidelity and Casualty Company of New York, a body corporate, as Surety, are held and firmly bound unto the State of Maryland, in the full and just som of $25,000.00, 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 6th day of February, 1959.

Whereas, the above bounden A. Parks, Jr., Assignee by virtue of the powers contained in two mortgages, one from G. Willard Neighbors and Jean W. Neighbors, his wife, to Aurora Federal Savings and Loan Association, dated October 24, 1956, and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 31, folio 132; and the other mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Camellia Sarah Rothe, dated December 17th, 1957, and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 38, folio 353, and which mortgagees were assigned to A. Parks, Rasin, Jr., Assingee, on February 3, 1959, and the said A. Parks Rasin, Jr., Assignee, is about to sell the land and premises described in said mortgages, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The condition of the above obligation is such, That if the above bounded A. Parks Rasin, Jr., Assignee does 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 in relation to the sale of said mortgaged property, or the porceeds thereof, then the above oblighation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden A. Parks Rasin, Jr., Assignee has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its attorney, the day and year first herein above written.

Signed, sealed and delivered
in the presence of

A. PARKS RASIN, JR. (SEAL)
A. Parks Rasin, Jr.

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK, By:

ELIZABETH C. ROLLISON

A. PARKS RASIN, JR.
A. Parks Rasin, Jr., Attorney

Corporate
Seal.

Security approved and Bond filed Feb. 10, 1959.

T. SORDEN PIPPIN, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 327, a Bond record for Queen Anne's County.

Seal's Place

IN TESTIMONY, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th day of February in the year nineteen hundred and fifty-nine.

T. SORDEN PIPPIN
Clerk

CERTIFIED COPY OF BOND

Filed Mar. 9, 1959

Queen Anne's County, to wit: Be it remembered that on this Sixth day of March in the year nineteen hundred and fifty-nine, the following Bond was brought to be recorded, to wit: -

KNOW ALL MEN BY THESE PRESENTS that we, A. Parks Rasin, Jr., as Principal, of Kent

County, Maryland, and the Fidelity and Casualty Company of New York, a body corporate, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of $5,000.00, 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 6th day of March, 1959.

Whereas, the above bounden A. Parks Rasin, Jr., Assignee by virtue of the powers contained in two mortgages, one from G. Willard Neighbors and Jean W. Neighbors, his wife, to Aurora Federal Savings and Loan Association, dated October 24, 1956, and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 31, folio 132; and the other mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Camellia Sarah Rothe, dated December 17th, 1957, and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 38, folio 353, and which mortgages were assigned to A. Parks Rasin, Jr., Assignee, is about to sell the land and premises described in said mortgages, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The condition of the above obligation is such, That if the above bounden A. Parks Rasin, Jr., Assignee does 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 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 A. Parks Rasin, Jr., Assignee has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its attorney, the day and year first hereinabove written.

Signed, sealed and delivered
in the presence of

ELIZABETH C. ROLLISON

A. PARKS RASIN, JR. (SEAL)
A. Parks Rasin, Jr.

The Fidelity and Casualty Company
of New York, by:

Corporate
Seal.

A. PARKS RASIN, JR.
A. Parks Rasin, Jr., Attorney

And at the foot of the Bond is the following endorsement, to wit:-

Security approved and Bond filed Mar. 6, 1959

T. Sorden Pippin, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 330, a Bond record for Queen Anne's County.

Seal's Place

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 6th day of March in the year nineteen hundred and fifty-nine.

T. SORDEN PIPPIN
Clerk

STATEMENT OF MORTGAGE INDEBTEDNESS

Filed Mar. 6, 1959

A. Parks Rasin, Jr.,
Assignee

Vs

George Willard Neighbors, and
Jean Wunderlich Neighbors,
his wife.

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

Equity No. 4232

STATEMENT OF MORTGAGE INDEBTEDNESS

Statement of the mortgage claim of Camellia Sarah Rothe, under the mortgages from G. Willard Neighbors and Jean W. Neighbors, his wife, to Aurora Federal Savings and Loan Association, dated October 24, 1956, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 31, folio 132; which was duly assigned to Camellia Sarah Rothe; and mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Camellia Sarah Rothe, dated December 17th, 1957, and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 38, folio 353, which said mortgages were assigned to A. Parks Rasin, Jr., for foreclosure and collection:

Balance of principal of first mortgage

hereinabove referred to	$24,127.74
Interest due from Sept. 5th, 1958 to March 6th, 1959	727.80
Balance of principal of second mortgage hereinabove referred to	5,000.00
Interest due from June 17th, 1958 to March 6th, 1959	213.94
	$30,069.48

State of Maryland, Kent County, to wit:

I hereby certify that on this 3d day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally app ared A. Parks Rasin, Jr., Attorney for Camellia Sarah Rothe, 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.

NOTARY
PUBLIC
SEAL.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison, Notary Public

Filed Mar. 6, 1959

REPORT OF SALE

Filed March 17, 1959

A. Parks Rasin, Jr.,
Assignee

vs.

George Willard Neighbors, and
Jean Wunderlich Neighbors, his wife.

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

NO. 4232 EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by A. Parks Rasin, Jr., respectfully set forth:

That default having occurred in the terms of a mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Aurora Federal Savings and Loan Association, dated October 24, 1956, and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 31, folio 132; and default having occurred in the terms of a mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Camellia Sarah Rothe, dated December 17th, 1957, and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 38m folio 353, which mortgages were duly assigned unto A. Parks Rasin, Jr., for the purpose of foreclosure, and after advertising the mortgaged premises and real estate for sale in the Queen Anne's Record-Observer, a Newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before the 6th day of March, 1959, in accordance with the Certificate of Publication of the Advertisement of Sale attached hereto and made a part hereof, and after filing in this cause his bond to the State of Maryland with surety approved by the Clerk of this Honorable Court, did attend in front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, on Friday, March 6th, 1959 at 11 o'clock, A.M., and after reading the attached advertisement and having the Auctioneer cry the sale, did sell said real estate unto Herbert A. Willis, Sudlersville, Maryland, at and for the sum of Thirty Thousand ($30,000.00) Dollars, he being the highest bidder therefor, said real estate being described as follows, to wit:

All that tract of land composed of two parcels and a part of a third parcel, situate, lying and being east of, but not adjacent to, the thirty-three foot public road leading from Chestertown to Centreville, in the Second Election District of Queen Anne's County, in the State of Maryland; bounded on the north by the Chester River; on the east by an eleven foot right-of-way running between the lands herein described and lands of Daniel W. Fasnacht, (formerly lands of Charles N. Sappington); on the west by lands now or formerly of E. Rumsey Anthony; and on the south by a County Road, which leads to the aforesaid Chestertown-Centreville Road, and by lands of Robert N. Mance; and which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a concrete monument at the intersection of the northern right-of-way line of the aforesaid County Road with the western right-of-way line of the eleven foot way, which runs between the land herein described and the lands of Daniel W. Fasnacht, and running thence by and with the northern right-of-way line of the said County Road south forty degrees and thirty-five minutes West 240.42 feet to a concrete monument and being the southeast corner of lands of Robert N. Mance; thence by and with the east line of said lands of Robert N. Mance, of which, the lands herein described were formerly a part thereof, North 49 degrees 25 minutes West 111.8 feet to a concrete monument and being the northeast corner of the Robert N. Mance lands; thence by and with the northline of the Robert N. Mance lands South 40 degrees

35 minutes West 172.47 feet to a concrete monument in the east line of lands of, or formerly of, E. Rumsey Anthony, and being the northwest corner of the said Robert N. Mance lands; thence by and with the east line of the E. Rumsey Anthony lands North 51 degrees 35 minutes West 1002.99 feet to a concrete monument; thence by and with the same North 07 degrees 58 minutes East 171.43 feet to an iron pipe in the mean high water line of the eastern side of the Chester River; thence by and with the mean high water line of the said Chester River South 82 degrees 10 minutes East 187. 3 feet to the west end of a concrete Sea Wall; thence by and with the face of the aforesaid Sea Wall North 88 degrees 06 minutes East 115.65 feet to the east end of the said Sea Wall; thence continuing upstream, by and with the mean high water line, North 81 degrees 40 minutes East 168.44 feet to an iron pipe in the west line of the aforesaid eleven foot right-of-way; thence by and with the west line of the said eleven foot right-of-way South 49 degrees 25 minutes East 853.0 feet to a concrete monument in the northern right-of-way line of the thirty-three foot wide County Road leading to the Chestertown-Centreville Road, the place of beginning. Containing 9.946 acres, more or less; together with the use in common with others of the eleven foot right-of-way lying along and adjacent to the northeasternmost side line of said lot and running from the Chester River to the County Road as mentioned and referred to in the above description; subject, however, to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a deed dated November 23, 1939 and recorded among the Land Records for Queen Anne's County in Liber A.S.G. No. 2, folio 128 from E. Rumsey Anthony and wife to John C. Marscher and wife. The above description is in accordance with a Survey and Plat by Shew and Bartlett, Engineers, dated September 25th, 1956, which Plat is recorded among the Land Records for Queen Anne's County in Liber T.S.P. No. 31, folio 131.
IT BEING the same parcels of land conveyed from Abraham Jankowitz, Attorney, to G. Willard Neighbors and Jean W. Neighbors, his wife, by deed dated October 24th, 1956, and recorded among the Land Records for Queen Anne's County in Liber T.S.P. No. 31, folio 128.

The purchasers have given cash or check to your Assignee in the total sum of Three Thousand ($3000.00) Dollars in compliance with the terms of sale as advertised, and it is believed that he will comply with the other terms of sale upon ratification of the sale by the Court.

The report states the amount of sales to be Thirty Thousand ($30,000.00) Dollars.

Respectfully submitted,

A. PARKS RASIN, JR.,
A. Parks Rasin, Jr., Assignee

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of March, 1959, before me, the subscriber, a Notary Public, in and for County and State aforesaid, personally appeared A. Parks Rasin, Jr., Assignee and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of Real Estate are true to the best of his knowledge, information and belief, and that said sale was fairly made.

As witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison, Notary Public

Filed March 17, 1959

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Mar. 17, 1959

ASSIGNEE'S SALE
_ OF VALUABLE _
WATERFRONT PROPERTY
On Chester River Near
Chestertown, Maryland

Under and by virtue of sale contained in a mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Aurora Federal Savings and Loan Association, dated October 24, 1956, and duly recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 31, folio 132; and mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Camellia Sarah Rothe, dated December 17th, 1957, and duly recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 38, folio 353, and which mortgages were assigned on February 3, 1959, to A. Parks Rasin, Jr., for purpose of foreclosure and collection. And the said A. Parks Rasin, Jr., Assignee of said mortgages, will offer at public sale in front of the Court House Door in Centreville, Maryland, on

FRIDAY, MARCH 6th, 1959

between the hours of 11:00 and 11:30 o'clock A.M., all that parcel of land situate in the Second Election District of Queen Anne's County, lying East of the public road

leading from Chestertown to Church Hill, near Kingstown, having a frontage on Chester River of 471.40 feet, more or less, containing 9.946 acres of land, more or less; and being the same property conveyed from Abraham Kankowitz, attorney for Robert Newton Mance and Doris H. Mance, his wife, to George Willard Neighbors and Jean W. Neighbors, his wife, by deed dated October 24th, 1956, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 31, folio 128. The above property is improved by a MAIN DWELLING ON CHESTER RIVER, an additional DWELLING ON CHESTER RIVER, cottage, garage, large brooder house and two large chicken houses. This property is beautifully located for residence purposes, or residence and business combined, or for sub-division.

This property will be offered separately in 3 parcels; (1) the main dwelling, garage, and small building with frontage on Chester River of about 370 to a line 45 ft, to rear of garage, containing approximately 3 acres; (2) cottage property on Chester River with 100 ft. frontage and depth of 170-200 ft; and (3) remainder of approximately 6 acres, improved by 2 large chicken houses and large brooder house. The property will then be offered as a whole, and sold in the manner realizing the highest price. The property will be sold as per plat at present at the undersigned office which will be available also at the time of sale. Furtner information may be obtained from undersigned, phone Chestertown 115.

Possession of property at final settlement.

TERMS OF SALE: Three thousand dollars of purchase money of entire tract or each individual parcel in cash or certified check on day of sale, and the balance in cas or certified check 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 date of sale; and purchaser to pay all costs of title papers, including revenue stamps and recording fees. Taxes to be adjusted to date of settlement.

A. PARKS RASIN, JR., ASSIGNEE

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 17, 1959

THE QUEEN ANNE'S RECORD AND OBSERBER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale in the case of G. Willard Neighbors and Jean W. Neighbors, his wife, to Aurora Federal Savings and Loan Association 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 4 successive weeks before the 6th day of March, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of February 1959, and the last insertion on the 5th day of March, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DEE N. LUFF

Filed March 17, 1959

ORDER NISI

Filed March 17, 1959

NISI

A. Parks Rasin, Jr., Assignee VS. George Willard Neighbors, and Jean Wunderlich Neighbors, his wife.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4232

ORDERED, this 17th. day of March, 1959, that the sale of real estate made and reported in this cause by A. Parks Rasin, Jr., Assignee, be ratified and confirmed, on or after the 17th. day of April next, unless cause to the contrary thereof be previously shown; proveded a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 26th. day of March 1959, and ending on the 9th day of April 1959.

The report states the amount of sales to be $30,000.00.

T. SORDEN PIPPIN Clerk

Filed: March 17, 1959

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed April 21, 1959

NISI

A. Parks Rasin, Jr., Assignee
vs.
George Willard Neighbors, and
Jean Wunderlich Neighbors,
his wife

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

No. 4232

ORDERED, this 17th day of March, 1959, that the sale of real estate made and reported in this cause by A. Parks Rasin, Jr., Assignee, be ratified and confirmed, on or after the 17th day of April, next, unless cause to the contrary thereof be preciously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 26th day of March, 1959, and ending on the 9th day of April, 1959.

The report states the amount of sales to be $30,000.00.

T. SORDEN PIPPIN, Clerk

True Copy
Test:
Filed: March 17, 1959.

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 21, 1959

THE QUEEN ANN'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of A. Parks Rasin, Jr., Assignee vs. George Willard Neighbors, and Jean Wunderlich Neighbors, his wife a true copy of which is annexed hereto, was published in the QUEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 17th day of April, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of March 1959, and the last insertion on the 16th day of April, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DOLORES N. LUFF

Filed Apr. 21, 1959

FINAL ORDER OF RATIFICATION

Filed April 21, 1959

A. Parks Rasin, Jr., Assignee
vs.
George Willard Neighbors et al.

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

NO. 4232 EQUITY

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 21st day of April, 1959, that the sale of the real estate made and reported in this cause by A. Parks Rasin, 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 said A. Parks Rasih, Jr., Assignee, is allowed the useal commissions and such proper expensed, not personal, as he shall produce vouchers for to the Auditor.

THOS J. KEATING JR.
Judge

Filed April 21, 1959

AUDIT

Filed April 27, 1959

A. Parks Rasin, Jr., Assignee	:	In The Circuit Court For
	:	Queen Anne's County
vs.	:	Maryland.
George Willard Neighbors, and Jean Wunderlich Neighbors, his wife,	:	No. 4232
		Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. This account is stated at the request of A. Parks Rasin, Jr., Assignee of mortgages, (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the first and second mortgages, so that there is a deficiency as to the second mortgage in the sum of $3,053.49.

2. That in the within account, the vendor is charged with the proceeds of sale, and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the nisi of sale and the costs of publishing the nisi to this audit, the 1958 taxes and the vendor's share of 1959 on the real estate sold in this cause, notary fees, the fire insurance premium on the real estate sold in this cause, his commissions for making sale in accordance with the terms of the mortgages, as well as, his fees provided in said mortgages, and the fee of your auditor for stating this account.

3. After payment of the first mortgage in full the balance was directed to be paid to the said Assignee of Camellia Sarah Rothe, the prior holder for value of the same wherein the deficiency in the sum of $3,053.49 to the second mortgage is still outstanding.

Respectfully submitted,

J THOMAS CLARK

April 27, 1959 Auditor

Filed April 27, 1959

Cause No. 4232

The proceeds of the sale of real estate reported in this cause, in account with A. Parks Rasin, Jr., Assignee of Mortgages, of the mortgages foreclosed in these proceedings (and vendor of said land).

Cr.

1959 March 6	By proceeds of sale of land, per report of said Vendor, to wit:	$30,000.00

Dr.

To	A. Parks Rasin, Jr., Assignee of mortgages (and Vendor), per terms of mortgages, as follows, to wit:		
	1. His fee for his services as per terms of first mortgage	$ 35.00	
	2. His fee for his services as per terms of second mortgage	25.00	
	3. His commissions for making sale, to wit	1650.00	$ 1710.00
To	to., for an amount due T. Sorden Pippin, Clerk, as per statement exhibited, to wit:		
	1. Costs of Clerk	$ 48.00	
	2. Appearance fee of A. Parks Rasin, Attorney	10.00	58.00
To	do., for an amount paid Rasin & Shallcross, Agents, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:		120.00
To	do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:		200.00
To	do., for an amount paid Queen Anne's Record-Observer, per its receipts for the same exhibited, as follows, to wit:		
	1. Costs of publishing advertisement of sale	$58.44	
	2. Costs of publishing nisi of sale	15.00	73.44

To do., for an amount due The Kent publishing Company, for publishing Notice of Sale, per statement for same exhibited, to wit:..... 45.00

To do., for an amount due Elizabeth C. Rollison, Notary Public for notary fees per statement for the same exhibited, to wit:..... 1.00

J THOMAS CLARK
Auditor

April 27, 1959

To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for 1958, State and County Taxes, per receipt exhibited, to wit:..... 380.72

To do., for an amount due Herbert A. Willis, Agent, for fire insurance on the real estate sold in this cause, per statement exhibited, to wit:..... 153.08

To do., for an allowance for amount due by Vendor on 1959 State and County taxes per statement sheet, to wit:..... 124.77

To do., for costs of publishing the audit of nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 10.00

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 108.00

To A. Parks Rasin, Jr., Assignee of mortgages, the balance as follows, to wit:
1. As assignee of the first mortgage and in payment in full of said mortgage debt per statement of mortgage indebtedness, the sum of.....$24,955.54
2. As assignee of the second mortgage and in partial payment of mortgage debt of $5,213.94 per statement of mortgage indebtedness, the balance or the sum of 2,160.45 27,015.99

$30,000.00 $30,000.00

J THOMAS CLARK
Auditor

April 27,1959

Filed April 27, 1959

NISI RATIFICATION OF AUDIT

Filed April 27, 1959

NISI RATIFICATION OF AUDIT

A. Parks Rasin, Jr., Assignee — In the Circuit Court

vs. — for Queen Anne's County

George Willard Neighbors and Jean Wunderlich Neighbors, his wife — In Equity

Cause No. 4232

ORDERED, This 27th. day of April in the year nineteen hundred and fifty nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. day of May, 1959; provided a copy of this order be published once a week in each of two successive weeks before the 15th. day of May, 1959, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed April 27, 1959

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed Dec. 1, 1959

NISI RATIFICATION OF AUDIT

A. Parks Rasin, Jr., Assignee
vs.
George Willard Neighbors and
Jean Wunderlich Neighbors,
his wife

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

Cause No. 4232

ORDERED, This 27th day of April, in the year nineteen hundred and fifty-nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof, be shown on or before the 22nd day of May, 1959; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of May, 1959, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed April 27, 1959
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 1, 1959

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 A. Parks Rasin, Jr., Assignee vs, George Willard Neighbors and Jean Wunderlich Neighbors, his wife, Cause No. 4232 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 2 successive weeks before the 15th day of May, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of April 1959, and the last insertion on the 7th day of May, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed Dec. 1, 1959

FINAL ORDER TATIFICATION OF AUDIT

Filed Dec. 2, 1959

A. Parks Rasin, Jr., Assignee	:	In the Circuit Court for
vs.	:	Queen Anne's County, Md.
George Willard Neighbors, et ux	:	In Equity #4232

FINAL ORDER RATIFICATION OF AUDIT

ORDERED, this 2nd day of December, 1959, by the Circuit Court for Queen Anne's County, in Equity, that the within Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous Order of this Court, and the Assignee is directed to disburse in accordance therewith with a due proportion of interest as the same has been or may be received.

THOS J KEATING JR.
Judge

Filed Dec. 2, 1959

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

A. Parks Rasin, Jr.,
Assignee

vs

G. Willard Neighbors, and
Jean W. Neighbors, his wife.

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

NO. 4240 EQUITY

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

Please docket suit in the above entitled case.

A. PARKS RASIN, JR.
A. Parks Rasin, Jr.,
Assignee
Chestertown, Maryland
Telephone: Chestertown 115

Filed March 17, 1959

SECOND MORTGAGE

Filed March 17, 1959

#39,239 LIBER 35 PAGE 122

RECEIVED FOR RECORD June 12, 1957

One-Five Dollar Fifty Cent;
One-One Dollar Ten Cent;
One-Fifty-five Cent Recordation Tax
Stamp. Endorsed H.C.B.

THIS SECOND MORTGAGE made this 31st day of May, in the year nineteen hundred and fifty-seven by and between G. WILLARD NEIGHBORS and JEAN W. NEIGHBORS, his wife, of Queen Anne's County, State of Maryland, parties of the first part, hereinafter called "Mortgagors"; and WEBSTER F. MOORE and ETHEL B. MOORE, his wife, of Queen Anne's County, State of Maryland, hereinafter called "Mortgagees";

WHEREAS the said mortgagors are justly indebted unto the said mortgagees in the full sum of Sixty-six hundred ($6600.00) Dollars for money loaned to them by the said mortgagees, for which they have passed unto the said moertagees their promissory note for the sum of Sixty-six hundred ($6600.00) Dollars signed by themselves bearing even date herewith and payable Six (6) months after date to the said mortgagees, with interest at the rate of Six (6%) per centum, per annum, payable semi-annually;

AND WHEREAS at the time of the making of said loan, it was agreed as a condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon as evidenced by the said promissory note and any and every renewals and part renewal of the said promissory note, including renewals of renewals in whole or in part, that may hereafter be made, so long as the said mortgagees may consent to accept renewals or part renewals thereof, until the whole of the aforesaid indebtedness of Sixty-six hundred ($6600.00) Dollars and all interest to accrue thereon is fully paid;

NOW THEREFORE THIS MORTGAGE WITNESSETH that for and in consideration of the premises and of the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, the said mortgagors do hereby grant and convey unto the said mortgagees, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land or farm called the "Edward S. Clough Farm" and the "Faithful Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, aforesaid on the public road leading from Ashland Station to Hope, adjoining the lands of, or formerly of, the heirs of the late Isaac Hayden and the late William KcKenney, and the lands of, or formerly of, Charles M. West and Edwin Meredith, and being more particularly described by metes and bounds, courses and distances, in the Plat and Certificate of Survey thereof, made October 1, 1912 and made by S. Chester Coursey, County Surveyor, as follows, to wit:

BEGINNING for the same in the middle of the aforesaid public ROAD at a point opposite a stone at the northwest corner of the farm, said stone being a corner for the Hayden land and is located about 10 feet south of a large gum tree, and running with the Hayden land South 86 degrees 45 minutes East, 189.8 perches to a stone at the corner of the Davis lot; thence with the Davis and Dean lots South 16 degrees 45 minutes West, 88 perches; thence South 86 degrees 45 minutes East, 42 perches to a stone, a corner for the Dean lot and along the line of Edwin P. Meredith Farm; thence with the Meredith Farm South 16 degrees 45 minutes West 102 perches to a white oak tree, a corner for the Meredith and West farms; thence South 6 degrees West, 24 perches to the corner of the McKenney Farm, North 86 degrees 45 minutes West 188.5 perches to the middle of the public road, thence with the middle of the public road North 4 degrees 15 minutes East 120 perches; thence North 7 degrees 45 minutes East, 11.4 perches; thence North 33 degrees 30 minutes East 16 perches; thence North 29 degrees east 8

perches; thence North 15 degrees 30 minutes East, 4 perches; thence North 1 degree 15 minutes East 28 perches; thence North 21 degrees 30 minutes West 32 perches to the place of beginning, containing 246 acres of land, more or less;

BEING the same land granted and conveyed unto G. Willard Neighbors and Jean W. Neighbors, his wife, by T. Haghlett Henry, Attorney in Fact for Charles S. Todd and Flora K. Todd by deed dated August 31, 1951 and recorded in Liber T.S.P., #2, folio 475 a Land Record Book for Queen Anne's County;

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

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 or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said mortgagees, their executors, administrators or assigns, the aforesaid sum of Sixty-six hundred ($6600.00) Dollars when and as the same shall become due and payable and all interest to accrue thereon as above set forth when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises of said mortgagors, their or either of 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 mortgagees, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss shall be applied to the payments of this mortgage, and to deliver, upon demand, to the mortgagee, its executors, administrators or assigns, said policies 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 mortgagees, their executors, administrators or assigns, or HARRY C. BUTLER, 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, 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 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 mortgagors, or the survivor of them or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said mortgagees, their executors, administrators or assigns, or the said HARRY C. BUTLER, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness be accompanied by the payment of all expences incurred under said foreclosure proceedings, including all costs of advertisements, 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.

WITNESS the hands and seals of the said mortgagors:

TEST: (as to mortgagors)

MARGARET B. PORTER	G. WILLARD NEIGHBORS (SEAL) G. Willars Neighbors
MARGARET B. PORTER	JEAN W. NEIGHBORS (SEAL) Jean W. Neighbors, his wife

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

I HEREBY CERTIFY that on this 31st day of May, 1957, before me the subscriber a Notary Public of the State and County abovementioned personally appeared G. Willard

Neighbors and Jean W. Neighbors, his wife, and each acknowledged the aforegoing Second Mortgage to be their respective act;

AND at the same time personally appeared Webster F. Moore, one of the within named mortgagees, and made oath in due form of law that the consideration stated therein is true and bonafide as therein set forth;
and
WITNESS my hand/notarial seal the day and year last above written.

NOTARY
PUBLIC
SEAL.

MARGARET B. PORTER
Notary Public

FOR VALUE RECEIVED, the undersigned do hereby transfer and assign, without recourse or guarantee, the within mortgage and the promissory note secured by said mortgage (upon which there is an unpaid principal balance of $6,600.00; interest thereon having been paid in full to this date) unto Ruth S. Williams, her personal representative or assigns.

AS WITNESS our hands and seals this 29th day of May, 1958.

TEST:

WEBSTER F. MOORE (SEAL)
Webster F. Moore

CLAYTON C. CARTER
Clayton C. Carter

ETHEL B. MOORE (SEAL)

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

I HEREBY CERTIFY THAT THIS ASSIGNMENT WAS RECEIVED FOR RECORD THIS 2 DAY OF July 1958, AND RECORDED IN LIBER T.S.P. No. 35, fol. 126 LAND RECORD BOOK FOR QUEEN ANNE'S COUNTY,

T. Sorden Pippin, CLERK

I hereby assign the within mortgage to A. Parks Rasin, Jr., Attorney for the purpose of foreclosure and collection.
As witness my hand and seal this 7th day of March, 1959.
Witness:

ELIZABETH C. ROLLISON

RUTH S. WILLIAMS (SEAL)
Ruth S. Williams

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT THIS Assignment WAS RECEIVED FOR RECORD THIS 17th DAY OF Mar 1959, AND RECORDED IN LIBER T.S.P. No. 35, fol. 126, a Land RECORD BOOK FOR QUEEN ANNE'S COUNTY.

T. Sorden Pippin, CLERK

WAIVER

Filed April 20, 1959

A. PARKS RASIN, JR., Assignee of Mortgagee, vs. G. WILLARD NEIGHBORS and JEAN W. NEIGHBORS, his wife, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Cause No. 4240

WAIVER

The Equitable Life Assurance Society of the United States, a body corporate of the State of New York, mortgagee of the first mortgage on the property being foreclosed in this cause by virtue of the mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to said body corporate, dated October 3, 1956, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 30, folio 492, having assigned said mortgage to the undersigned Howard Wood for collection by foreclosure or otherwise, I hereby waive the lien of said mortgage for the sole purpose of permitting the sale of the mortgaged real estate under the second mortgage being foreclosed in this cause, free and clear of said first mortgage lien, retaining the same, however, against the proceeds of sale to be reported in this cause.

Witness my hand and seal, this 20th day of April, 1959:

TEST:

CLEO C. GREEN

HOWARD WOOD (SEAL)
(Howard Wood)

Filed April 20, 1959.

STATEMENT OF DEBT UNDER FIRST MORTGAGE

Filed April 25, 1959

HOWARD WOOD
Attorney-At-Law
Centreville, Maryland

A. PARKS RASIN, JR,, Assignee of Mortgage	I	In the Circuit Court for Queen Anne's County in Equity
vs.	I	
G. WILLARD NEIGHBORS and HEAN W. NEIGHBORS, his wife, Mortgagors	I	Cause No. 4240

STATEMENT OF DEBT
UNDER FIRST MORTGAGE

G. Willard Neighbors and Jean W. Neighbors, his wife, Mortgagors,
To Howard Wood, Assignee of Mortgage to The Equitable Life Assurance Society of the United States, dated October 3, 1956, recorded in Liber T.S.P. No. 30, folio 492, a Land Record Book for Queen Anne's County, Dr.

1959 Apr. 25	To Balance of Principal Debt due by said Mortgagors	$13,875.00
" "	To Interest on said Balance, April 1, 1958-October 1, 1958, at 5% per annum, per Mortgage Note	346.88
" "	To Interest on said Balance, and said interest, at 6% per annum, per terms of note, from October 1, 1958 (date of default) to April 25, 1959	485.92
" "	To State and County Taxes on mortgaged real estate for year 1958, interest and advertising cost on same, advanced by said Society per duplicate receipt attached as part hereof	324.19
		$15,031.99
" "	To 5% collection commissions on said principal and interest items or $14,707.80, per note	735.39
" "	Total amount due under said first Mortgage	$15,767.38

HOWARD WOOD
(Howard Wood)
Assignee of first Mortgage

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

I HEREBY CERTIFY, that on this 25th day of April, 1959, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, Assignee of Mortgage, and made oath, in due form of law, that the aforegoing is a true statement of the indebtedness due by G. Willard Neighbors and Jean W. Neighbors, his wife, as mortgagors under the first mortgage mentioned and described in said statement, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk of the Circuit Court

Filed April 25, 1959

READ NOTICES ON OTHER SIDE
Kindly Return This Bill For Receipt

DUPLICATE RECEIPT

Remittance To:
CHARLES E. ANTHONY, SR., Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES 1958 706

Furniture Exempt From State Tax	Total Property Less Furniture	County 36¢	School $1.49	State 14.25¢	Total
	15 760	56.74	234.82	22.46	314.02
		No Interest Due Until Jan. 1st, Then 2% On Total Bill Plus ½% For Eash Month Thereafter.			9.42
					75
				Total.....	324.19

G. Willard & Jean Neighbors
Chestertown, Md.

Enclose Stamp For Receipt
Paid by Equitable Life Ins. Society

STATEMENT OF MORTGAGE DEBT

Filed April 25, 1959

A. Parks Rasin, Jr., Assignee	In the Circuit Court for Queen Anne's County Maryland.
vs	

G. Willard Neighbors, and
Jean W. Neighbors, his wife.

Equith No. 4240

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of Ruth S. Williams, under the mortgage from G. Willars Neighbors and Jean W. Neighbors, his wife, to Webster F. Moore and Ethel B. Moore, his wife, dated May 31st, 1957, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 35, folio 122; which said mortgage was assigned on May 29th, 1958 unto Ruth S. Williams and the said Ruth S. Williams assigned said Mortgage on March 7th, 1959 unto A. Parks Rasin, Jr., for foreclosure and collection:

Amount of principal of mortgage	$6600.00
Interest due from May 29th, 1958 to April 25th, 1959 at 6%	359.10
	$6959.10

State of Maryland, Kent County, to wit:

I HEREBY CERTIFY that on this 24th day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared A. Parks Rasin, Jr., Attorney for Ruth S. Williams, 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.

NOTARY
PUBLIC
SEAL.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison, Notary Public.

Filed April 25, 1959

CERTIFIED COPY OF BOND

Filed April 25, 1959

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-fifth day of April in the year nineteen hundred and fifty-nine, the following Bond was brought to be recorded, to wit: -

KNOW ALL MEN BY THESE PRESENTS: That we, A. Parks Rasin, Jr. of Kent County, Maryland, as Principal, and the Fidelity and Casualty Company of New York, a body corporate, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-three Thousand ($23,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of April, 1959.

Whereas, the above bounden A. Parks Rasin, Jr., Attorney and Assignee by virtue of the power contained in a mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Ruth S. Williams, Assignee, dated May 31st, 1957, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 35, folio 122, and which mortgage was assigned to A. Parks Rasin, Jr., Attorney, for foreclosure and collection, and the said A. Parks Rasin, Jr., is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The condition of the above obligation is such, That if the above bounden A. Parks Rasin, Jr., Attorney and Assignee does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the 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 A. Parks Rasin, Jr., Attorney has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney, the day and year first above written.

Signed, sealed and delivered
in the presence of:

ELIZABETH C. ROLLISON
Elizabeth C. Rollison

A. PARKS RASIN JR. (SEAL)
A. Parks Rasin, Jr.

THE FIDELITY and CASUALTY COMPANY
OF NEW YORK, by:

A. PARKS RASIN JR. (SEAL)
A. Parks Rasin, Jr., Attorney

Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit: -

Security approved and Bond filed April 25, 1959

T. Sorden Pippin, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 338, a Bond record book for Queen Anne's County.

Seal's Place

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 25th day of April in the year nineteen hundred and fifty-nine.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed April 28, 1959

A. Parks Rasin, Jr.,
Assignee

vs

George Willard Neighbors, and
Jean Wunderlich Neighbors, his wife

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

NO. 4240 EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by A. Parks Rasin, Jr., respectfully sets forth:

That default having occurred in the terms of a mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Webster F. Moore and Ethel B. Moore, his wife, dated May 31st, 1957, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.SP. No. 35, folio 122; which said mortgage was assigned on May 29th, 1958 unto Ruth S. Williams, and the said Ruth S. Williams assigned said Mortgage on March 7th, 1959 unto A. Parks Rasin, Jr., for the purpose of foreclosure and collection, and after advertising the mortgaged premises and real estate for sale in the Queen Anne's County Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before the 25th day of April, 1959, in accordance with the Certificate of Publication of the Advertisement of Sale attached hereto and made a part hereof, and after filing in this cause his bond to the State of Maryland with surety approved by the Clerk of this Honorable Court, did attend in front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, on Saturday, April 25th, 1959 at 11 O'clock, A.M., and after reading the attached advertisement and having the Auctioneer cry the sale, did sell said real estate unto Herbert A. Willis, Sudlersville, Maryland, at and for the sum of Nineteen Thousand Five Hundred ($19,500.00) Dollars, he being the highest bidder therefor, said real estate being described as follows, to wit:

"All that tract of land or farm called the 'Edward S. Clough Farm' and the 'Faithful Farm', situate, lying and being in the Sixth Election District of Queen Anne's County, aforesaid on the public road leading from Ashland Station to Hope, adjoining the lands of, or formerly of, the heirs of the late Isaac Hayden and the late William Mc Kenney, and the lands of, or formerly of, Charles M. West and Edwin Meredith, and being more particularly described by metes and bounds, courses and distances, in the Plat and Certificate of Survey thereof, made October 1, 1912 and made by S. Chester Coursey, County Surveyor, as follows, to wit: BEGINNING for the same in the middle of the aforesaid public road at a point opposite a stone at the northwest corner of the farm, said stone being a corner for the Hayden land and is located about 10 feet south of a large gum tree, and running with the Hayden land South 86 degrees 45 minutes East, 189.8 perches to a stone at the corner of the Davis lot; thence with the Davis and Dean lots South 16 degrees 45 minutes West, 88 perches; thence South 86 degrees 45 minutes East, 42 perches to a stone, a corner for the Dean lot and along the line of Edwin P. Meredith Farm; thence with the Meredith Farm South 16 degrees 45 minutes West 102 perches to a white oak tree, a corner for the Meredith and West farms; thence South 6 degrees West, 24 perches to the corner of the McKenney Farm, North 86 degrees 45 minutes West 188.5 perches to the middle of the public road, thence with the middle of the public road North 4 degrees 15 minutes East 120 perches; thence North 7 degrees 45 minutes East, 11.4 perches; thence North 33 degrees 30 minutes East 16 perches; thence North 29 degrees east 8 perches; thence North 15 degrees 30 minutes East, 4 perches; thence North 1 degree 15 minutes East 28 perches; thence North 21 degrees 30 minutes West 32 perches to the place of beginning, containing 246 acres of land, more or less.

It being the same property conveyed from T. Hughlett Henry, Attorney in Fact for Charles S. Todd and Flora K. Todd to G. Willard Neighbors and Jean W. Neighbors, his wife, by deed dated August 31, 1951, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 2, folio 475."

The purchaser has given cash or check to your Assignee in the total sum of Six Thousand, Five Hundred ($6,500.00) Dollars in compliance with the terms of sale as advertised, and it is believed that he will comply with the other terms of sale upon ratification of the sale by the Court.

The report states the amount of sales to $19,500.00.

Respectfully submitted,

A. PARKS RASIN, JR.
A. Parks Rasin, Jr., Assignee

State of Maryland, Kent County, to wit:

I HEREBY CERTIFY, that on this 27th day of April, 1959, before me, the subscriber, a Notary Public, in and for County and State aforesaid, personally appeared A. Parks Rasin, Jr., Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of Real Estate are true to the best of his knowledge, information and belied, and that said sale was fairly made.

As witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison, Notary Public.

Filed April 28, 1959

CERTIFICATE OF PUBLICATION OF SALE

Filed April 28, 1959

ASSIGNEE'S MORTGAGE SALE
- OF -
VALUABLE FARM
On the Hope-Hayden Road in the
Sixth Election District of Queen
Anne's County, Maryland

Under and by virtue of a power of sale contained in a mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, to Webster F. Moore and Ethel B. Moore, his wife, dated May 31st, 1957, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 35, folio 122; which said mortgage was assigned on May 29th, 1958, unto Ruth S. Williams and the said Ruth S. Williams assigned said Mortgage on March 7th, 1959, unto A. Parks Rasin, Jr., for the purpose of foreclosure and collection, default having occurred in the terms of said mortgage by the non-payment of the principal mortgage debt, and the interest thereon, and suit having been docketed in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, the undersigned Assignee of said mortgage for the purpose of foreclosure and collection will offer at PUBLIC SALE to the highest bidder on

SATURDAY, APRIL 25, 1959

at 11:00 o'clock A.M., in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, the mortgaged real estate described as follows, to wit:

ALL that farm called "FAITHFUL FARM" in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Hayden to Hope, and adjacent the properties of Charles Chance, Edwin Meredith and H. F. Callahan, containing 246 acres of land, more or less, and which said land is more particularly described by metes and bounds, coursed and distances in a certain deed dated August 31st. 1951, from T. Hughlett Henry, Attorney in Fact for Charles S. Todd and Flora K. Todd, to G. Willard Neighbors and Jean W. Neighbors, his wife, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 2, folio 475, etc.

This property is improved by an ample two-story frame DWELLING HOUSE, 2 LARGE CHICKEN HOUSES (total capacity approx. 24,000), 2 double corn cribs, 1 single corn crib and shed combined, and hog pen.

This farm is well adapted for CHICKEN FARMING.

TERMS OF SALE: One-third of the purchase price on day of sale, and the balance cash 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 date of sale; and purchaser to pay all costs of title papers, including revenue stamps and recording fees.

A. PARKS RASIN, JR.
Assignee
113 Court Street
Chestertown, Maryland
Telephone 115

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 28, 1959

THE QUEEN ANNE'S RECORD AND OBSERBER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Mortgage Sale in the cas of A. Parks Rasin, Jr., Assignee vs. George Willard Neighbors, et al Equity No. 4240 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERBER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 25th day of April, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of April 1959, and the last insertion on the 23rd day of April, 1959.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By DEE N. LUFF

Filed April 28, 1959.

ORDER NISI FOR PUBLICATION

Filed April 28, 1959

NISI

A. Parks Rasin, Jr., Assignee,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	IN EQUITY
G. Willard Neighbors and Jean W. Neighbors, his wife	NO. 4240

ORDERED, this 28th. day of April, 1959, that the sale of real estate made and reported in this cause by A. Parks Rasin, Jr., Assignee, be ratified and confirmed, on or after the 29th. day of May next, unless cause to the contrary thereof be preiously shown; provided a copy of this order be inserted in some newspaper printed and publiched in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 7th. day of May 19__, and ending on the 21st. day of May 1959.

The report states the amount of sales to be $19,500.00.

T. SORDEN PIPPIN Clerk

Filed: April 28, 1959

CERTIFICATE OF PUBLICATION OF ORDER NISI

Filed June 26, 1959

NISI

A. Parks Rasin, Jr., Assignee

vs.

G. Willard Neighbors and
Jean Wunderlich Neighbors,
his wife

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

No. 4240

ORDERED, this 28th day of April, 1959, that the sale of real estate made and reported in this cause by A. Parks Rasin, Jr., Assignee, be ratified and confirmed, on or after the 29th day of May, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 7th day of May, 1959, and ending on the 21st day of May, 1959.

The report states the amount of sales to be $19,500.00

T. SORDEN PIPPIN, Clerk

Filed: April 28, 1959
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 26, 1959

THE QUEEN ANNE'S RECORD AND OBSERBER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of A. Parks Rasin, Jr., Assignee VS. G. Willard Neighbors and Jean Wunderlich Neighbors His wife. Cause No. 4240 a true copy of which is annexed hereto, was published in th QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 29th day of May, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of May 1959, and the last insertion on the 21st day of May, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed June 26, 1959

FINAL ORDER OF RATIFICATION OF SALE

Filed June 26, 1959

A. Parks Rasin, Jr.,
Assignee
vs.
George Willard Neighbors
and wife.

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

NO. 4240 EQUITY

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Annees County, in Equity, this 26th day of June, 1959, that the sale of the real estate made and reported in this cause by A. Parks Rasin, 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 said A. Parks Rasin, Jr., Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS J. KEATING, JR.

Judge

Filed June 26, 1959

AUDIT

Filed July 21, 1959

A. Parks Rasin, Jr., Assignee	:	In The Circuit Court for
	:	Queen Anne's County
vs.	:	No. 4240
George Willard Neighbors, and Jean Wunderlich Neighbors, his wife	:	In Equity

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. This account is stated at the request of A. Parks Rasin, Jr., Assignee of second mortgage, (and vendor) which is foreclosed in this proceeding. That among the papers filed herein is a Waiver from Howard Wood, Assignee of the first mortgage, from The Equitable Life Assurance Society of the United States from the named mortgagors in this proceeding dated October 3rd, 1956, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 30, folio 492, wherein the said Assignee waived the lien of the said first mortgage so that the real estate sold in this cause could then be sold under the second mortgage, the mortgage used for a foreclosure proceeding herein, free and clear of the aforesaid first mortgage lien, but retaining the said first mortgage against the proceeds of the sale to be reported herein.

2. That it appears that after payment of the first mortgage claim as per the statement of debt of the same filed herein, plus the sum of $2.27 for interest on 1958 State and County Taxes paid by the said Mortgagee of said first mortgage in the sum of $324.19 on said mortgaged premises from March 13, 1959 to April 25, 1959, and the payment of the costs of these proceedings, that there is a deficiency as to the said second mortgage or the mortgage foreclosed in this proceeding in the sum of $5,259.05, as per statement of debt filed herein.

3. That in the within account, the vendor is charged with the proceeds of sale, and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising then notice of sale, the nisi of sale and the costs of publishing the nisi to this audit, the 1959 vendor's share of county and state taxes on the real estate sold in this cause, as well as his share of fire insurance on the same, his notary fees, his commissions for making said sale in accordance with the terms of the mortgage, and the fee of your auditor for stating this account.

4. The deficiency in the second mortgage, the mortgage foreclosed in this cause, is set forth in Paragraph 2 above.

Respectfully submitted,

J THOMAS CLARK

Auditor

July 20, 1959

Filed July 21, 1959

Cause No. 4240

The proceeds of the sale of real estate reported in this cause, in account with A. Parks Rasin, Jr., Assignee of Mortgage, foreclosed in these proceedings (and vendor of said land).

Cr.

1959
Apr. 25 By proceeds of sale of real estate, per report of said Vendor, to wit:.....$19,500.00

Dr.

To A. Parks Rasin, Jr., Assignee of mortgage, (and vendor), his commissions for making said sale, per terms of mortgage, to wit: $1125.00

To do., for an amount due T. Sorden Pippin, Clerk for his costs, as per statement exhibited, to wit:

1. Costs of Clerk $41.60
2. Appearance fee of A. Parks Rasin, Jr., Attorney 10.00 51.60

To do., for an amount due Rasin & Shallcross, Agents, for the premium on the corporate surety bond filed in this cause, per statement for the same exhibited, to wit: 92.00

To do., for an amount due J. Elmer Anthony, auctioneer, for crying said sale, per his statement for the same exhibited, to wit:..... 150.00

To do., for an amount due Herbert A. Willis, on the fire insurance premiums on the real estate sold in this cause, per statement of vendor, to wit: 249.80

To do., for an amount due Royden N. Powell, Jr., Treasurer, for the vendor's share of 1959 state and county taxes on the real estate sold herein, per statement of vendor, to wit: 187.01

To do., for an amount due Elizabeth C. Rollison, Notary Public, for notary fees, per statement for the same exhibited, to wit: 1.00

J THOMAS CLARK
Auditor

July 20, 1959

To do., for an amount paid Queen Anne's Observer for publiching advertisement of sale, per receipt exhibited, to wit:..... 61.89

To do., for an amount due Howard Wood, Attorney, for an amount paid by him to Queen Anne's Record Observer for costs of publishing Nisi of Sale, per receipt exhibited, to wit: 12.00

To do., for allowance for amount due or to be due for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record Observer, the sum of 10.00

To J. Thomas Clark, auditor, for stating this audit, the sum of 90.00

To Howard Wood, Assignee of first mortgage from G. Willard Neighbors and Jean W. Neighbors, his wife, Mortgagors, to the Equitable Life Assurance Society of the United States, dated October 3, 1956 recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 30, folio 492, in full of all claims, including interest, principal, taxes paid, and commissions in accordance with said mortgage and mortgage note secured thereby and filed herewith as Exhibits A & B, per terms of Statement of Mortgage Debt filed in this cause in the sum of $15,767.38, plus sum of $2.27 being interest on 1958 taxes paid in the sum of $324.19, on real estate sold in this cause under terms of said mortgage from March 13, 1959 to April 25, 1959, or the total sum of..... 15,769.65

To A. Parks Rasin, Jr., Assignee of mortgage foreclosed in this cause, on his total or

the total indebtedness of the said Mortgagors in the sum of $6,959.10, per statement of debt filed herein, the balance as a partial payment thereon or the sum of 1,700.05

$19,500.00 $19,500.00

J THOMAS CLARK
Auditor

July 20, 1959
Filed July 21, 1959

FIRST MORTGAGE NOTE

Diminishing Payment Plan

October 3, 1956

FOR VALUE RECEIVED, I, and each of us if there be more than one, promise to pay to the order of The Equitable Life Assurance Society of the United States, a corporation organized and existing under the laws of New York, its successors or assigns, at its principal office at 393 Seventh Ave., New York, New York, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of Fifteen Thousand Dollars ($15,00.00), payable as follows: $375.00 on the first day of April, 1957, and $375.00 on the first day of each October and April thereafter until the first day of October, 1976, when the entire unpaid balance of the principal and interest shall become due and payable, with interest on the unpaid balance thereof from October 3, 1956, at the rate of 5 per centum per annum, payable on the first day of April, 1957 and semi-annually thereafter, all in lawful money of the United States of America.

In event of sale: I agree that I will reduce the principal sum unpaid hereon to $12,000.00 before conveying the premises described in the mortgage, security deed, or deed of trust securing the indebtedness evidenced hereby.

In event of death: Anything to the contrary herein contained notwithstanding, no instalment of principal, except the final instalment thereof, shall be deemed to mature within one year following the death of G. Willard Neighbors while still an owner of said premises. If more than one person is named in this paragraph, only the pro rata portion of such principal instalment shall be deemed not so to mature.

Assignment of life insurance (Optional): In the event that a policy of life insurance issued by The Equitable Life Assurance Society of the United States shall be assigned to the holder hereof as collateral security for the payment of this indebtedness, and the insured shall die prior to the payment in full of this indebtedness, and while such policy and assignment is in full force and effect, the proceeds of such policy shall be applied on account of or in payment of this indebtedness without any prepayment charge, and the balance of such proceeds, if any, shall be paid to the person legally entitled thereto.

Farm Income and other Payment Privileges: After one year from the date of the initial advance hereon I shall have the privilege of paying (1) on any instalment due date, additional sums of not less than $100 provided the amount so paid in any one calendar year shall not exceed twenty per centum of the original principal sum, and (2) at any time, additional sums derived exclusively from the current agricultural operation of any farms owned or operated by me. I agree to pay interest accrued on all such payments concurrently with the payment thereof.

Prepayment Reserve Account: Payments made in accordance with the paragraph titled "Farm Income and other Payment Privileges" shall be credited for the account of this loan and as security therefor to a Prepayment Reserve Account, hereinafter sometimes called "Account," which shall be applied by the holder hereof as hereinafter set forth. The holder hereof may mingle all monies so paid and credited to the Account with its other funds and I expressly waive any rule of law or statute now or hereafter in force relative to the treatment of such monies as trust funds or requiring the keeping of such monies in a separate account. While there is a credit in such Account, the interest as provided for in the first paragraph hereof shall be computed on the difference between the entire unpaid principal sum and the amount held in said Account. The provisions of this paragraph shall not apply to any reductions made in respect of partial releases, losses recovered from insurance or other impairments of said premises or to any payments made as required in the paragraph titled "In event of sale."

Filed July 21, 1959

EXHIBIT A

Prepayment Reserve Privilege: If on any date on which any instalment of principal or interest, except the final, may become due and payable there is a credit in said Prepayment Reserve Account, I may by written notice to the holder hereof within thirty days thereafter require that the entire amount or a portion thereof be applied by the holder hereof on account of or in payment of such instalment of principal or interest; and, further, I may at any time by written notice to the holder hereof require that any credit in said Account be applied on unpaid instalments of principal in the inverse order of maturity thereof. In the event of any default hereunder or under said mortgage, security deed, or deed of trust (hereinafter called "mortgage") the holder hereof may, at its option apply any credit in the Account in payment of any part of the indebtedness evidenced hereby or secured by said mortgage which is then due and payable. If at any time the credit in the Account equals the total amount of said indebrednedss, the holder hereof shall immediately apply such credit in payment thereof. In the event an owner of said premises shall make an assignment for the benefit of creditors or become voluntarily or involuntarily subject to the Federal Bankruptcy Act or to any State or Federal statutes of similar nature now or hereafter in effect, then the occurrence of such event shall of and within itself and withour any further act automatically operate as an application of such credit on account of said indebtedness.

Security for loan: This note is given as evidence of an actual loan of money of the principal sum and is secured by a first mortgage of even date herewith on the premises therein described; All of the terms, conditions and provisions therein contained are hereby made a part of this instrument to the same extent and effect as if fully set forth herein. I agree that the time for and manner of payment may be extended or modified by the holder hereof and any owner of said premises or a renewal note taken without notice to or consent by me without release of my liability to pay the indebtedness evidenced hereby. I also waive as to this note or any renewal thereof all rights of exemption under the constitution and laws of the state wherein said premises a e situate, and also wherein I may reside.

In event of default: After default or maturity, both principal and interest shall bear interest at the present highest lawful rate permitted by contract under the laws of the state wherein said premises are situate. In case any instalment of said principal sum or the interest thereon is not fully paid when due and remains unpaid for thirty days or in case of default in the performance of any of the terms and provisions of this note or of said mortgage, the whole indebtedness secured by said mortgage shall, without notice to me, at the option of the holder hereof, become due and payable at once, (notice of the exercise of such option being hereby expressly waived) and shall bear interest from the date the same became due at the same rate as herein provided after default or maturity.

Collection costs: In case this note is placed in the hands of an attorney for collection or suit is brought thereon, or in case of litigation with third parties to protect the lien of said mortgage, I agree to pay reasonable attorney's fees, expenses of collection and costs of suit to the extent not now prohibited by the laws of the state in which said premises are situate.

Waiver: The parties hereto, including the makers and indorsers of this note, hereby waive demand, presentment, protest and notice of protest and nonpayment and all other requirements necessary to hold them or any of them.

G. WILLARD NEIGHBORS LS

JEAN W. NEIGHBORS LS

FOR VALUE RECEIVED, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a body corporate, hereby assigns the within and aforegoing Mortgage to Howard Wood for collection by foreclosure or otherwise.

IN TESTIMONY WHEREOF, the said body corporate has caused its name to be signed hereto by George P. Chave, its 2nd Vice President, and its corporate seal to be hereto affixed by Margaret D. Eggleston, its Assistant Secretary, this 12th day of March, in the year nineteen hundred fifty-nine:

TEST (as to signature)

MARIA O'NEILL

THE EQUITABEL LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By GEORGE P. CHAVE
George P. Chave 2nd Vice President

Corporate Seal.

ATTEST (as to corporate seal):

MARGARET D. EGGLESTON
Margaret D. Eggleston Ass't Secretary

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT THIS ASSIGNMENT WAS RECEIVED FOR RECORD THIS 17 DAY OF MAR. 1959, AND RECORDED IN LIBER TSP No. 30, fol. 495 LAND RECORD BOOK FOR QUEEN ANNE'S COUNTY.

T. SORDEN PIPPIN, CLERK

FOR VALUE RECEIVED, I hereby release the within and aforegoing Mortgage.

Witness my hand and seal, this 25th day of February, 1960.

HOWARD WOOD (SEAL)

EXHIBIT B

Filed July 21, 1957

#38,131 LIBER 30 PAGE 492
RECEIVED FOR RECORD Oct. 4, 1956

MORTGAGE

THIS MORTGAGE, made this 3rd day of October 1956, by and between G. Willard

Neighbors and Jean W. Neighbors, his wife whose post office address is Centreville, Maryland hereinafter called "Mortgagor," and The Equitable Life Assurance Society of the United States a body corporate, duly incorporated under the laws of New York, New York, having its principal office and post office address at 393 Seventh Avenue, New York, New York, hereinafter called "Mortgagee," WITNESSETH:

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the full and just sum of Fifteen Thousand ($15,000.00), with interest from October 3, 1956, which sum was this day loaned and advanced to said Mortgagor, said mortgage indebtedness, the terms of payment of principal and interest, and the rate of interest being evidenced by a note of even date herewith, the unpaid balance with interest beind due the first day of October, 1976; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest, in accordance with the terms and conditions of said note, as well as the performance of the other covenants and conditions herein, should be secured by the execution of these presents;

NOW, THEREFORE, in consideration of the premises and the sum of one dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, the Mortgagor does grant and convey unto the Mortgagee, its successors and assigns, the following described real estate, situate inthe sixth election district of Queen Anne's County, Maryland, to wit:

All that tract of land or farm, called the "Edward S. Clough Farm" and the "Faithful Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Ashland Station to Hope, adjoining the lands of, or formerly of, the heirs of the late Isaac Hayden and the late William McKenney, and the lands of, or formerly of, Charles M. West and Edwin Meredith, and being more particularly described by metes and bounds, courses and distances, in the Plat and Certificate of Survey thereof made October 1, 1912, by S. Chester Coursey, County Surveyor, as follows, to wit: BEGINNING gor the same in the middle of the aforesaid public road at a point opposite a stone at the nortwest corner of the farm, said stone being a corner for the Hayden land and is located about 10 feet south of a large gum tree, and running with the Hayden land, S 86 degrees 45 minutes E 189.8 perches to a stone at the corner of the Davis lot; thence with the Davis and Dean lots S 16 degrees 45 minutes W 88 perches, thence S 86 degrees 45 minutes E 42 perches to a stone, a corner for the Dean lot and along the line of Edwin P. Meredith's Farm, thence with the Meredith farm, S 16 degrees 45 minutes W 102 perches to a white oak tree, a corner for the Meredith and West farms, thence S 6 degrees W 24 perches to the corner of the McKenney land, thence with the McKenney land, N 86 degrees 45 minutes W 188.5 perches to the middle of the public road, thence with the middle of the public road, N 4 degrees 15 minutes E 120 perches, thence N 7 degrees 45 minutes E 11.4 perches, thence N 33 degrees 30 minutes E 16 perches, thence N 29 degrees E 8 perches, thence N 15 degrees 30 minutes E 4 perches, thence N 1 degree 15 minutes E 28 perches, thence N 21 degrees 30 minutes W 32 perches to the place of beginning; containing 246 Acres of land, more or less.

BEING the same and all of the land conveyed to G. Willard Neighbors and Jean W. Neighbors, his wife, by Charles A. Todd and Flora K. Todd, his wife, by deed dated August 31, 1951, and recorded among the land records of Queen Anne's County, Maryland in Liber T.S.P. No. 2, folio 475.

Together with the improvements thereon and all and singular the rights, easements, profits, tenements, hereditaments and appurtenances thereof, including all timber and all fixtures and articles of personal property belonging to the Mortgagor now or at any time hereafter attached to or used in connection with the buildings now or hereafter located on said premises, such fixtures and articles of personal property including, but without being limited to, all stanchions and drinking cups, hay tracks, litter carriers and tracks, silos, screens, awnings, storm windows and doors, window shades, shrubbery,

EXHIBIT B - Filed July 21, 1957

boilers, tanks, furnaces, radiators and all heating, lighting, plumbing, gas, electric and ventilating equipment of whatsoever kind and material, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and acxessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same with the improvements thereupon and all the rights, easements, profits and appurtenances thereunto belonging, and said fixtures and personal property, the same being hereinafter referred to as the "mortgaged property", unto the Mortgagee forever and in fee simple.

PROVIDED, that if the Mortgagor, or assigns, shall pay the said mortgage indebtedness and interest thereon from the date hereof, and shall perform all of the covenants and agreements herein on their part contained, then this mortgage shall be voud, and be released by the Mortgagee at the expense of the Mortgagor, otherwise to be and remain in full force and effect.

This mortgage is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the Mortgagor agrees to pay the indebtedness with interest as said note provided, or as provided in any renewals or extensions thereof, and if default be made in the payment of any part thereof the Mortgagee may foreclose this mortgage in the manner provided by law.

SECOND: That the Mortgagor agrees to pay as the same become due and payable

all taxes, assessments and other charges imposed by law upon said premises or any part thereof including the Mortgagee's interest therein and upon this mortgage or the note or indebtedness secured hereby, provided that should the amount of payments made for the Mortgagee for such taxes, assessments and other charges under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, the Mortgagor shall not be liable to pay any of such excess over the highest lawful rate. In the event of the passage, after the date hereof, of any law by the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give six (6) months' written notice to the owner of said land requiring the payment of the entire indebtedness secured hereby, and it is hereby agreed that if such notice be given the said indebtedness shall become due, payable and collectible at the expiration of said six (6) months.

THIRD: That the Mortgagor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this mortgage. The Mortgagor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created as security for the payment of indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the Mortgagor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof, nor to do or suffer to be done any act whereby the value of any part of such property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandmanlike manner in accordance with accepted principales of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee. The Mortgagee shall have the right to inspect the mortgaged property at such reasonable times and intervals as the Mortgagee may desire, to determine the Mortgagor's compliance with the covenants contained in any clause of this mortgage.

FIFTH: That the Mortgagor agrees to procure, maintain and deliver, premiums paid, to the Mortgagee policies of insurance against such hazards including war hazard insurance, if available, on the buildings now or hereafter located on said premises as the Mortgagee may from time to time require, in such companies and in such amount and form and with such loss payable clauses as shall be satisfactory to the Mortgagee. The Mortgagee is authorized to assign and deliver said policies to any purchaser of this mortgage or to the purchaser of said premises at any foreclosure sale, In event of loss the Mortgagee is expressly authorized and empowered to settle or compromise claims under said policies, and proceeds from said policies as well as any other policies procured by the Mortgagor shall be paid to the Mortgagee who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the Mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SIXTH: That in the event the Mortgagor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay, as the same become due and payable, any tax or assessment imposed by law upon said premises or any part thereof, or the note, or indebtedness secured hereby, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this mortgage, or to comply with the provisions of clause Fourth hereof, the Mortgagee may, without notice or demand, (whether electing to declare the full indebtedness hereby secured due and collectible or not) insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments, (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the enforcement of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the Mortgagor to comply with the provisions of said clause Fourth, and the Mortgagor hereby agrees immediately to repay to the Mortgagee, without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the Mortgagee with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the Mortgagor the whole indebtedness secured hereby shall at the option of the Mortgagee become due and payable forthwith without notice.

SEVENTH: To pay on demand all expenses and attorneys' fees incurred by the Mortgagee by reason of litigation with third parties to protect the lien of this mortgage, and all money so paid by the Mortgagee, including any expense incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the rate of six per centum (6%) per annum, payable semi-annually; any such sums so paid with interest thereon shall constitute a lien upon the mortgaged property and be secured by this

mortgage and in default of immediate repayment thereof by the Mortgagor after demand, the whole indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable forthwith and without notice.

EIGHTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the Mortgagor does hereby mortgage, transfer, set over, assign and pledge to the Mortgagee the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting the said premises or any part thereof, and all rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of a default under any of the terms, covenants and conditions of this mortgage the Mortgagee is hereby authorized and empowered to collect and receive all such rents, issues, income, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the Mortgagor shall have the right to collect and receive any and all such rents, issues, income, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the Mortgagee therefor.

NINTH: That the Mortgagee may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the Mortgagee compared to any subordinate lienholder.

TENTH: That the Mortgagor agrees that, if at any time all or any portion of the mortgaged premises shall be taken or damaged by condemnation proceedings under the power of eminent domain, the award for any property so taken or damaged shall be paid directly to the Mortgagee and applied at the option of the Mortgagee on the indebtedness hereby secured.

ELEVENTH: That, in the event of any default in any covenant of this mortgage, or in the event a receiver or trustee is appointed for the property of the Mortgagor, or any of them, either in bankruptcy or in equity, or in case the Mortgagor, or any of them, executes a deed of trust for the benefit of creditors, then the whole mortgage indebtedness shall, at the option of the Mortgagee, be and become due and payable, and, whether or not such opiton is exercised, interest shall run from such time at the rate of six per centum (6%) per annum, at the option of the Mortgagee.

TWELFTH: That the Mortgagor, in accordance with the provisions of Art. 66 of the Code of Public General Laws of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materialy change or impair the remedy, does hereby (1) declare and assent to the passage of a decree by the equity court having jurisdiction for the sale of the property hereby mortgaged, and (2) does hereby authorize, in the event of any default in any of the covenants of this mortgage, the Mortgagee, its successors and assigns,to sell the mortgaged property. Any such sale, whether under the consent to a decree or power of sale, amy be made by the person authorized to sell, either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they, or he, may deem advisable.

THIRTEENTH: That,upon any sale of said premises under this mortgage whether under the power of sale, consent to decree of by equitable foreclosure, the proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including such counsel fee as the court may deem proper, and also a commission to the party making the sale equal to the commission allowed trustees for making sales of property under decrees of the equity courts in the county or city in which the property is located; second, to the payment of all claims of the Mortgagee hereunder; and third, the balance, if any, to the Mortgagor, or to any person or persons entitled thereto.

FOURTEENTH: That, immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagor, and each of 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 commission to trustees making sales under orders or decrees of the equity courts in the county or city in which the property is located, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions.

FIFTEENTH: That the Mortgagee may at any time renew this mortgage, extend the time for payment of the mortgage indebtedness or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of the Mortgagor or of any person having an interest in the mortgaged property, take or release other security, release any party primarily or secondarily liable on this mortgage or such other security, grant extensions, renewals or indulgences therein, or apply to thepayment of the principal and interest of the mortgage indebtedness any part of all of the proceeds obtained by sale, foreclosure or receivership as herein provided,without resort or regard to other security all without in any way releasing the Mortgagor, or any of them, from any of the covenants or conditions of this mortgage.

SIXTEENTH: That the Mortgagor is lawfully seized of said premises in fee simple and has good right and lawful authority to sell and convey the same, that the same are free from encumbrances, that the Mortgagor will execute or procure any further necessary assurances of title and does hereby forever warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and the Mortgagor and the makers of said note expecially agree and declare that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment of the debt

hereby secured and each does hereby expressly waive, release and relinquish all rights and benefits of any homestead, appraisement, exemption and stay laws of the State of Maryland, and all dower, and curtesy, together with all rights, interest and estates, statutory and otherwise and of every nature whatsoever in and to said premises.

SEVENTEENTH: That the covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used herein, the singular numbers shall include the plural and conversely, and the use of any gender shall be applicable to all genders.

EIGHTEENTH: Mortgagor agrees to reduce the principal amount of said mortgage to $12,000.00 before conveying said premises and further agrees that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever, before the principal amount of said note is reduced to said amount.

IN WITNESS WHEREOF each of the undersigned has signed and sealed this mortgage the day and year first above-mentioned.

MARY AGNES FORD — G. WILLARD NEIGHBORS (SEAL)
(G. Willard Neighbors)

MARY AGNES FORD — JEAN W. NEIGHBORS (SEAL)
(Jean W. Neighbors)

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

I hereby certify, that on this 3rd day of October 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared G. Willard Neighbors and Jean W. Neighbors, his wife the within named Mortgagors, and severally acknowledged the aforegoing to be their act and deed respectively. And at the same time, before me, also personally appeared Howard Wood, agent and attorney for the within named Mortga gee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein setforth, and the said Howard Wood further and in like manner affirms that he is attorney and agent for the within named Mortgagee and that he has authority to make this affidavit.

NOTARY
PUBLIC
SEAL

MARY AGNES FORD
Notary Public

My comm. Exp: May 6, 1957

Three-Five Dollar Fifty Cent Recordation
Tax Stamps. Endorsed H.W. Atty 10/4/56

NISI RATIFICATION OF AUDIT

Filed July 21, 1959

NISI RATIFICATION OF AUDIT

A. Parks Rasin, Jr., Assignee	In the Circuit Court
vs.	for Queen Anne's County
George Willard Neighbors, and Jean Wunderlich Neighbors, his wife	In Equity
	Cause No. 4240

ORDERED, This 21st. day of July in the year nineteen hundred and fifty nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th. day of August, 1959; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of August, 1959, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed July 21, 1959

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT

Filed August 17, 1959

NISI RATIFICATION OF AUDIT

A. Parks Rasin, Jr., Assignee
vs.
George Willard Neighbors, and
Jean Wunderlich Neighbors, his wife

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

Cause No. 4240

ORDERED, This 21st day of July, in the year nineteen hundred and fifty-nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of August, 1959; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of August, 1959, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed July 21, 1959
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 17, 1959

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 A. Parks Rasin, Jr., Assignee vs. George Willard Neighbors, and Jean Wunderlich Neighbors, his wife 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 2 successive weeks before the 7th day of August, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23rd day of July 1959, and the last insertion on the 30th day of July, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DEE N. LUFF

Filed Aug. 17, 1959

FINAL ORDER RATIFICATION OF AUDIT

Filed August 17, 1959

FINAL ORDER RATIFICATION OF AUDIT

ORDERED, this 17th day of August, 1959, by The Circuit Court for Queen Anne's County, in Equity, that the within Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous Order of this Court, and the Assignee is directed to disburse in accordance therewith with a due proportion of interest as the same has been or may be received.

J. DeWEESE CARTER

Judge

Filed Aug. 17, 1959

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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of March in the year nineteen hundred and fifty-seven, the following BILL OF COMPLAINT was filed for record, to wit:-

JOHN LEEKLEY, Centreville, Maryland Plaintiff vs. UNKNOWN HEIRS, PERSONAL REPRESENTATIVES AND DEVISEES OF WILLIAM H. CHANCE, late of Queen Anne's County, Maryland, deceased, THE UNKNOWN PERSONAL REPRESENTATIVES OF JAMES BORDLEY, late of Queen Anne's County, Maryland, deceased. Defendants.	In the Circuit Court for Queen Anne's County in Equity Cause No. 4103

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That he is in constructive and peaceable possession of the three following described lots or parcels of woodland, situate in Spaniard's Neck in the Third Election District of Queen Anne's County, in the State of Maryland.

(a) The lot known and distinguished on the map hereinafter referred to as and by the number "4" and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stone at the southern corner of Lot No. 3 of said map and running thence with the last-named lot North 42 degrees 15 minutes East 69 rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East 24.2 rods to a stone; thence with Lot No. 5 of said map South 42 degrees 15 minutes West 9 rods to a stone; and thence with other lands of the Grantee North 47 degrees 45 minutes West 24.2 rods to the place of beginning, containing 10.3 acres of land, more or less; being the same land conveyed to your orator by Arthur Bordley, et al., by deed dated August 29, 1955 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 24, folio 24, said deed being filed herewith and marked "Exhibit A", and prayed to be taken as a part hereof, and by the deed from Beatrice Bordley, dated August 30, 1955, and recorded in said Liber in folio 28, said deed being filed herewith and marked "Exhibit B" and prayed to be taken as a part hereof.

(b) The lot known and distinguished on said map as and by the number "5" and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stone at the southern corner of Lot No. 4 of said map and running thence with the last named Lot North 42 degrees 15 minutes East sixty-nine rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East twenty-four and two-tenths rods to a stone; thence with Lot No. 6 of said map South 42 degrees 15 minutes West sixty-nine rods to a stone; and thence with other lands of the Grantee North 47 degrees 45 minutes West twenty-four and two-tenths rods to the place of beginning, containing 10.3 acres of land, more or less; being the same and all of the land which was conveyed to your Orator by Edward Cole and Bertha Cole, his wife, by deed dated July 2, 1955 and recorded among said land records in Liber T.S.P. No. 22, folio 548, said deed being filed herewith and marked "Exhibit C" and prayed to be taken as a part hereof.

(c) The lot known and distringuished on the map as and by the number "6" and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stone at the southern corner of Lot No. 5 of said map and running thence with the last-named lot North 42 degrees 15 minutes East 69 rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East 12 rods to a stone; thence with lands formerly of Elijah Green South 2 degrees 15 minutes West 43 rods to a stone; thence North 48 degrees West 15.8 rods to a stone; thence South 2 degrees 15 minutes West 47 rods to lands formerly of one Dickinson now of John Leekley; and thence with the last-named land North 47 degrees 45 minutes West 50.2 rods to the place of beginning, containing 10.3 acres, more or less; being the same and all of the land which was conveyed to your Orator by Emory Kirby and Julia Kirby, his wife, by deed dated December 16, 1955 and recorded among said land records in Liber T.S.P. No. 25, folio 384, said deed being filed herewith and marked "Exhibit D" and prayed to be taken as a part hereof.

The map is entitled "The Emory or Hufnal Woodland, Situate in Spaniard's Neck ... Sub-divided by S. Chester Coursey March 3, 1926" and is recorded among said land records in Liber B.H.T. No. 6, folio 115.

2. That the entire tract of woodland described and shown on said map contains 61.8 acres of land, more or less, and was conveyed by Emory Kirby, Julia Kirby, his wife, William H. Watson, Lottie Watson, his wife, James Tolson and Luvenia Tolson, his wife, George Watson and Sallie Watson, his wife, Edward Cole and Bertha Cole, his wife, James Bordley and Gertrude Bordley, his wife, to William H. Chance by deed dated October 9, 1926 and recorded among said land records in Liber B.H.T. No. 6, folio 115, and that prior to October 9, 1926 said entire tract had been vested in fee simple in Emory Kirby, William H. Watson, James Tolson, George Watson, Edward Cole and James Bordley by virtue of the deed from Murphy & Hayes Company, dated June 26, 1925 and recorded among said land records in Liber B.H.T No. 3, folio 580.

3. That the conveyance to William H. Chance, although absolute on its face, was made upon oral trust whereby William H. Chance agreed to reconvey the same forthwith in accordance with said map as follows: Lot No. 1 to James Tolson and wife; Lot No. 2 to William H. Watson and wife; Lot No. 3 to George Watson and wife; Lot No. 4 to James Bordley and wife; Lot No. 5 to Edward Cole and wife; and Lot No. 6 to Emory Kirby and wife; and William H. Chance is in fact believed to have executed all of the six deeds required for the above purpose and to have delivered the same to Madison Brown, Esq., of Centreville, Maryland, attorney-at-law (who is now deceased), on or about October 9, 1926; but only two of said deeds have been recorded among the land records of Queen Anne's County, Maryland, viz: the deed to George Watson and wife was recorded in said Liber B.H.T. No. 6, folio 131; and the deed to James Tolson and wife was recorded in said Liber B.H.T. No. 6, folio 117.

4. The said straw party, William H. Chance, departed this life intestate, a resident of Queen Anne's County, Maryland, during the year 1954, leaving no heirs at law ,known to your Orator; and so far as is known to your Orator, there has been no administration upon his estate in Queen Anne's County or elsewhere.

5. The said Gertrude Bordley died in April 1930; and the said James Bordley died intestate, a resident of Queen Anne's County, Maryland, during the year 1932 leaving surviving him as his only heirs at law, his nine children, named as grantors in the deed first hereinabove mentioned; and there has been no administration upon the estate of James Bordley in Queen Anne's County or elsewhere, so far as is known to your Orator.

6. That no outstanding claim is being actively asserted against your Orator's title to the three parcels of woodland abovementioned, or any of them, nor is any action at law or suit in equity pending to enforce or test the validity of his title or any adverse claim.

To the end therefore:

1. That your Honors may pass a decree that your Orator has absolute ownership and the right of disposition of said land.

2. That the Defendants be enjoined from asserting any claim to said lands.

3. That the creditors of James Bordley, deceased, be notified to file their claims, if any, in this Honorable Court, or be forever barred from asserting any claims against the first lot of woodland hereinabove described.

And as in duty bound, etc.

HOWARD WOOD
(Howard Wood)
Attorney for Plaintiff,
Centreville, Maryland
Telephone No.: Centreville 343

Filed March 8, 1957
TRUE COPY TEST: T. SORDEN PIPPIN, Clerk

EXHIBIT "A"

March 8, 1957

#36,443 LIBER 24 PAGE 24
RECEIVED FOR RECORD Sept. 9, 1955
One-Fifty-five Cent
One-Fifty-five/Int. Rev. Stamp
One-Fifty-five Cent Recordation Tax
Stamp. Endorsed 9/9/55 H.W.,Atty.

THIS DEED, made this 29th, day of August, 1955, by Arthur Bordley and Isabelle Bordley, his wife, Edna Tilghman and John Tilghman, her husband, Madison Bordley, single, Bertha Cole and Edward Cole, her husband, all of Queen Anne's County, Maryland, Mabel Cole and Oliver Cole, her husband, Robert Bordley and Mary Bordley, his wife, Mildred Williams, Irene Handy and Oscar Handy, her husband, and Raymond Bordley, all of New Castle County, State of Delaware;

WITNESSETH, that for and in consideration of the sum of $5.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Arthur Bordley and Isabelle Bordley, his wife, Edna Tilghman and John Tilghman, her husband, Madison Bordley, single, Bertha Cole and Edward Cole, her husband, Mabel Cole and Oliver Cole, her husband, Robert Bordley and Mary Bordley, his wife, Mildred Williams, Irene Handy and Oscar Handy, her husband, and Raymond Bordley, do hereby grant and convey unto John Leekley, of Queen Anne's County aforesaid, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in Spaniard's Neck, known and distinguished on the map hereinafter referred to as and by the number "4" and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a stone at the southern corner of Lot No. 3 of said map and running thence with the last-named lot North 42 degrees 15 minutes East 69 rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East 24.2 rods to a stone; thence with Lot No. 5 of said map South 42 degrees 15 minutes West 9 rods to a stone; and thence with other lands of the Grantee North 47 degrees 45 minutes West 24.2 rods to the place of beginning, containing 10.3 acres of land, more

or less; being part of the land designated on the map entitled "The Emory or Hufnal Woodland, Situate in Spaniard's Neck...Sub-divided by S. Chester Coursey March 30, 1926", recorded in Liber B.H.T. No. 6, folio 115, a land record book for said Queen Anne's County;

AND THIS DEED FURTHER WITNESSETH that for the consideration aforesaid the said Arthur Bordley and Isabelle Bordley, his wife, Edna Eilghman and John Tilghman, her husband, Madison Bordley, single, Bertha Cole and Edward Cole, her husband, Mabel Cole and Oliver Cole, her husband, Robert Bordley and Mary Bordley, his wife, Mildred Williams, Irene Handy and Oscar Handy, her husband, and Raymond Bordley to hereby further grant, convey, release, remise and quitclaim unto the said John Leekley, his heirs and assigns, in fee simple, and of their and either of their right, title, interest estate, claim and demand of, in and to the lands described as Lots Nos. 1, 2, 3, 5 and 6 on the map hereinabove referred to, special reference being hereby made to said map for a particular description of said Lots Nos. 1, 2, 3, 5 and 6 by metes and bounds, courses and distances.

THE aforesaid six numbered lots were conveyed by Emory Kirby, William H. Watson, James Tolson, George Watson, Edward Cole, James Bordley, and their respective wives, by deed dated October 9, 1926 and recorded in said Liber B.H.T. No. 6, folio 115 unto one William H. Chance as a straw party upon oral trust to reconvey the same as follows: Lot No. 1 to James Tolsonand wife; Lot No. 2 to William H. Watson and wife; Lot No. 3 to George Watson and wife; Lot No. 4 to James Bordley and Gertrude Bordley, his wife; Lot No. 5 to Edward Cole and wife; and Lot No. 6 to Emory Kirby and wife: Said straw party did execute all of the six deeds required for the above purpose and delivered the same to the attorneys for the respective grantees on or about October 9, 1926; but only two of said deeds have been recorded among the land records of Queen Anne's County, Maryland, viz: The deed to George Watson and wife was recorded in said Liber B.H.T. No. 6, folio 131; and the deed to James Tolson and wife was recorded in said Liber B.H.T. No. 6, folio 117. The said straw party,William H. Chance departed this life during the year 1954 intestate, leaving no heirs at law insofar as is known to the parties to this deed.

THE said Gertrude Bordley died in April, 1930; and the said James Bordley died intestate, a resident of Queen Anne's County, Maryland, during the year 1932, leaving surviving him as his only heirs at law his nine children, the said Arthur Bordley, Edna Tilghman, Madison Bordley, Bertha Cole, Mabel Cole, Robert Bordley, Raymond Bordley, Mildred Williams and Irene Handy.

TOGETHER WITH all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE and TO HOLD the said land described as Lot No. 4 and premises and all the right, title, interest, estate, claim and demand of the said Grantors of, in and to Lots Nos. 1, 2, 3, 5 and 6 above described, unto and to the use of the said John Leekley, his heirs and assigns, in fee simple, forever.

AND the said Arthur Bordley and Isabelle Bordley, his wife, Edna Tilghman and John Tilghman, her husband, Madison Bordley, single, Bertha Cole and Edward Cole, and Edward Cole, her husband, Mabel Cole and Oliver Cole, her husband, Robert Bordley and Mary Bordley, his wife, Mildred Williams, Irene Handy and Oscar Handy, her husband, and Raymond Bordley, do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

TEST:

ROBERT T. NEWELL	ARTHUR BORDLEY (Arthur Bordley)	(SEAL)
ROBERT T. NEWELL	ISABELL BORDLEY (Isabelle Bordley)	(SEAL)
ROBERT T. NEWELL	EDNA TILGHMAN (Edna Tilghman)	(SEAL)
ROBERT T. NEWELL	JOHNNIE JAMES TILGHMAN (John Tilghman)	(SEAL)
MABLE COLE	MADISON BORDLEY (Madison Bordley)	(SEAL)
ROBERT T. NEWELL	BERTHA COLE (Bertha Cole)	(SEAL)
ROBERT T. NEWELL	EDWARD COLE (Edward Cole)	(SEAL)
GEORGE H. BANKS JR	MABLE COLE (Mabel Cole)	(SEAL)
GEORGE H. BANKS JR	OLIVER COLE (Oliver Cole)	(SEAL)
GEORGE H. BANKS JR	ROBERT BORDLEY (Robert Bordley)	(SEAL)
GEORGE H. BANKS JR.	MARY BORDLEY (Mary Bordley)	(SEAL)

GEORGE H. BANKS JR — MILDRED WILLIAMS (SEAL)
(Mildred Williams)

_____ — _____ (SEAL)
(Robert Williams)

GEORGE H. BANKS JR — IRENE HANDY (SEAL)
(Irene Handy)

GEORGE H. BANKS JR — OSCAR HANDY (SEAL)
(Oscar Handy)

GEORGE H. BANKS JR — RAYMOND BORDLEY (SEAL)
(Raymond Bordley)

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

I HEREBY CERTIFY, that on this 23rd day of August, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Arthur Bordley and Isabelle Bordley, his wife, Edna Tilghman and John Tilghman, her husband, Madison Bordley, single, Bertha Cole and Edward Cole, her husband, and acknowledged the aforegoing 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. — ROBERT T. NEWELL
Notary Public

STATE OF DELAWARE)
) TO WIT:
NEW CASTLE COUNTY)

I HEREBY CERTIFY, that on this 29th day of August, 1955, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County aforesaid, personally appeared Mabel Cole and Oliver Cole, her husband, and Robert Bordley and Mary Bordley, his wife, and acknowledged the aforegoing 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. — GEORGE H. BANKS JR.
Notary Public

STATE OF DELAWARE)
) TO WIT:
NEW CASTLE COUNTY)

I HEREBY CERTIFY, that on this 29th day of August, 1955, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County aforesaid, personally appeared Mildred Williams, and acknowledged the aforegoing 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 — GEORGE H. BANKS JR.
Notary Public

STATE OF DELAWARE)
) TO WIT:
NEW CASTLE COUNTY)

I HEREBY CERTIFY, that on this 29th day of August, 1955, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County aforesaid, personally appeared Irene Handy and Oscar Handy, her husband, and acknowledged the aforegoing DEED to be their respective act.

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

NOTARY PUBLIC SEAL. — GEORGE H. BANKS JR
Notary Public

STATE OF DELAWARE)
) TO WIT:
NEW CASTLE COUNTY)

I HEREBY CERTIFY, that on this 29th day of August, 1955, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County aforesaid, personally appeared Raymond Bordley, and acknowledged the aforegoing DEED to be his act.

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

NOTARY
PUBLIC
SEAL.

GEORGE H. BANKS JR
Notary Public.

EXHIBIT "B"

Filed March 8, 1957

#36,444 LIBER 24 PAGE 28
RECEIVED FOR RECORD Sept. 9, 1955

THIS DEED, made this 30th day of August, 1955, by Beatrice Bordley, wife of Raymond Bordley, of New Castle County, State of Delaware;

WITNESSETH, that for and in consideration of the sum of $5.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Beatrice Bordley does hereby grant and convey unto John Leekley, of Queen Anne's County, State of Maryland, his heirs and assigns, in fee simple, all of her inchoate dower of, in and to the one-ninth undivided interest of her husband, Raymond Bordley, in and to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in Spaniard's Neck, known and distinguished on the map hereinafter referred to as and by the number "4" and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a stone at the southern corner of Lot No. 3 of said map and running thence with the last-named lot North 42 degrees 15 minutes East 69 rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East 24.2 rods to a stone; thence with Lot No. 5 of said map South 42 degrees 15 minutes West 9 rods to a stone; and thence with other lands of the Grantee North 47 degrees 45 minutes West 24.2 rods to the place of beginning, containing 10.3 acres of land, more or less; being part of the land designated on the map entitled "The Emory or Hufnal Woodland, Situate in Spaniard's Neck....Sub-divided by S. Chester Coursey March 30, 1926", recorded in Liber B.H.T. No. 6, folio 115, a land record book for said Queen Anne's County;

AND THIS DEED FURTHER WITNESSETH that for the consideration aforesaid the said Beatrice Bordley does hereby further grant, convey, release, remise and quitclaim unto the said John Leekley, his heirs and assigns, in fee simple, all of her right, title, interest, estate, claim and demand, whatsoever, at law and in equity, now owned or hereafter to be acquired in and to the lands described as Lots Nos. 1, 2, 3, 5 and 6, on the map hereinabove referred to, special reference being hereby made to said map for a particular description of said Lots, 1, 2, 3, 5, and 6 by metes and bounds, courses and distances.

THE aforesaid six numbered lots were conveyed by Emory Kirby, William H. Watson, James Tolson, George Watson, Edward Cole, James Bordley, and their respective wives, by deed dated October 9, 1926 and recorded in said Liber B.H.T. No. 6, folio 115 unto one William H. Chance as a straw party upon oral trust to reconvey the same as follows: Lot No. 1 to James Tolsonand wife; Lot No. 2 to William H. Watson and wife; Lot No. 3 to George Watson and wife; Lot No. 4 to James Bordley and Gertrude Bordley, his wife; Lot No. 5 to Edward Cole and wife; and Lot No. 6 to Emory Kirby and wife. Said straw party did execute all of the six deeds required for the above purpose and delivered the same to the attorneys for the respective grantees on or about October 9, 1926; but only two of said deeds have been recorded among the land records of Queen Anne's County, Maryland, viz: The deed to George Watson and wife was recorded in said Liber B.H.T. No. 6, folio 131; and the deed to James Tolson and wife was recorded in said Liber B.H.T. No. 6, folio 117. The said straw party, William H. Chance, departed this life during the year 1954 intestate, leaving no heirs at law insofar as is known to the parties to this deed.

THE said Gertrude Bordley died in April, 1930; and the said James Bordley died intestate,a resident of Queen Anne's County, Maryland, during the year 1932, leaving surviving him as his only heirs at law his nine children, Arthur Bordley, Edna Tilghman, Madison Bordley, Bertha Cole, Mabel Cole, Robert Bordley, Raymond Bordley, Mildred Williams and Irene Handy.

TOGETHER WITH all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any appertaining.

TO HAVE and TO HOLD the said land described as Lot No. 4 and premises and all the right, title, interest, estate, claim and demand of the said Grantor of, in and to Lots Nos. 1, 2, 3, 5, and 6 above described, unto and to the use of the said John Leekley, his heirs and assigns, in fee simple, forever.

AND the said Beatrice Bordley does hereby covenant that she will give such further assurances of said inchoate right of dower in and to said Lot No. 4 and in and to said Lots Nos. 1, 2, 3, 5 and 6 as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST:

MABLE COLE

BEATRICE BORDLEY (SEAL)
(Beatrice Bordley)

STATE OF DELAWARE)
) TO WIT:
NEW CASTLE COUNTY)

I HEREBY CERTIFY, that on this 30th day of August, 1955, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County aforesaid, personally appeared Beatrice Bordley, wife of Raymond Bordley, and acknowledged the aforegoing DEED to be her act.

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

NOTARY
PUBLIC
SEAL.

GEORGE H. BANKS JR
Notary Public

True Copy Test:
T. SORDEN PIPPIN, Clerk

EXHIBIT "C"

Filed March 8, 1957

#36,178 LIBER 22 PAGE 548
RECEIVED FOR RECORD July 8, 1955

One-Fifty-five Cent Int. Rev. Stamp.
Endorsed H.W.-Atty. 7/8/55

One-Fifty-five Cent Recordation
Tax Stamp. Endorsed 7/8/55

THIS DEED, made this 2nd day of July, 1955, by Edward Cole and Bertha Cole, his wife, of Queen Anne's County, in the State of Maryland;

WITNESSETH, that for and in consideration of the sum of $5.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Edward Cole and Bertha Cole, his wife, do hereby grant and convey unto John Leekley, of the said County and State, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in Spaniard's Neck, known and distinguished on the map hereinafter referred to as and by the number "5" and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a stone at the southern corner of Lot No. 4 of said map and running t ence with the last names lot North 42 degrees 15 minutes East sixty-nine rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East twenty-four and two-tenths rods to a stone; thence with Lot No. 6 of said map South 42 degrees 15 minutes West sixty-nine rods to a stone; and thence with other lands of the grantee North 47 degrees 45 minutes West twenty-four and two/tenths rods to the place of beginning, containing 10.3 acres of land more or less; being part of the land designated on the map entitled "The Emory or Hufnal Woodland, Situate in Spaniard's Neck....Sub-divided by S/ Chester Coursey March 30, 1926", recorded in Liber B.H.T. No. 6, folio 115, a land record book for said Queen Anne's County;

AND THIS DEED FURTHER WITNESSETH that for the consideration aforesaid the said Edward Cole and Bertha Cole, his wife, do hereby further grant, convey, release, remise and quitclaim unto the said John Leekley, his heirs and assigns, in fee simple, all of their and either of their right, title, interest, estate, claim and demand of, in and to the lands described as Lots Nos. 1, 2, 3, 4 and 6 on the map hereinabove referred to, special reference being hereby made to said map for a particular description of said Lots Nos. 1, 2, 3, 4 and 6 by metes and bounds, courses and distances.

THE aforesaid six numbered lots were conveyed by Emory Kirby, William H. Watson, James Tolton, Georbe Watson, the undersigned Edward Cole, James Bordley, and their respective wives, by deed dated October 9, 1926 and recorded in said Liber B.H.T. No. 6, folio 115 unto one William H. Chance as a straw party upon oral trust to reconvey the same as follows: Lot No. 1 to James Tolson and wife; Lot No. 2 to William H. Watson and wife; Lot No. 3 to George Watson and wife; Lot No. 4 to James Bordley and wife; Lot No. 5 to these grantors and Lot No. 6 to Emory Kirby and wife. Said straw party did execute all of the six deeds required for the above purpose and delivered the same to the attorneys for the respective grantees on or about October 9, 1926; but only two of said deeds have been recorded among the land records of Queen Anne's County, Maryland, viz: The deed to George Watson and wife was recorded in said Liber B.H.T. No. 6, folio 131; and the deed to James Tolson and wife was recorded in said Liber B.H.T. No. 6, folio 116. The said straw party, William H. Chance departed this life during the year 1954 intestate, leaving no heirs at law insofar as is known to the parties to this deed.

TOGETHER with all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE and TO HOLD the said land described as Lot No. 5 and premises and all the right, title, interest, estate, claim and demand of the said grantors of, in and to Lots Nos. 1, 2, 3, 4, and 6 above described unto and to the use of the said John Leekley, his heirs and assigns, in fee simple, forever.

AND the said Edward Cole and Bertha Cole, his wife, do hereby covenant

that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and covneyed; and that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

TEST: (as to both Grantors):

EDWARD COLE (SEAL)
(Edward Cole)

HOWARD WOOD, 3rd

BERTHA COLE (SEAL)
(Bertha Cole)

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

I HEREBY CERTIFY, that on this 2nd day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Edward Cole and Bertha Cole, his wife, and acknowledged the aforegoing DEED to be their respective act.

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

NOTARY
PUBLIC
SEAL.

HOWARD WOOD, 3rd
Notary Public

TRUE COPY TEST: T. SORDEN PIPPIN, Clerk

EXHIBIT "D"

Filed March 8, 1957

#36,849 LIBER 25 PAGE 384
RECEIVED FOR RECORD Dec. 16, 1955

One-Fifty-five Cent Int. Rev.
Tax Stamp. Endorsed H.W.,Atty. 12/16/55

One-Fifty-five Cent Recordation
Tax Stamp. Endorsed H.W. Atty 12/16/55

THIS DEED, made this 16th day of December, 1955, by Emory Kirby and Julia Kirby, his wife, of Queen Anne's County, in the State of Maryland;

WITNESSETH, that for and in consideration of the sum of $5.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Emory Kirby and Julia Kirby, his wife, do hereby grant and convey unto John Leekley, of the said County and State, his heirs and assigns, in fee simple, all of the following described reallestate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in Spaniard's Neck, known and distinguished on the map hereinafter referred to as and by the number "6" and contained within the following metes and bounds, courses and distances, to wit: BEGINNINF for the same at a stone at the southern corner of Lot Nl. 5 of said map and running thence with the last-named lot North 42 degrees 15 minutes East 69 rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East 12 rods to a stone; thence with lands formerly of Elijah Green South 2 degrees 15 minutes West 43 rods to a stone; thence North 48 degrees West 15.8 rods to a stone; thence South 2 degrees 15 minutes West 47 rods to lands formerly of one Dickinson now of John Leekley; and thence with the last-named land North 47 degrees 45 minutes West 50.2 rods to the place of beginning, containing 10.3 acres, more or less; being part of the land designated on the map entitled "The Emory or Hufnal Woodland, Situate in Spaniard's Neck....Sub-divided by S. Chester Coursey March 30, 1926", recorded in Liber B.H.T. No. 6, folio 115, a land record book for said Queen Anne's County;

AND THIS DEED FURTHER WITNESSETH that for the consideration aforesaid the said Emory Kirby and Julia Kirby, his wife, do hereby further grant, convey release, remise and quitclaim unto the said John Leekley, his heirs and assigns, in fee simple, all of their and either of their right, title, interest, estate, claim and demand of, in and to the lands described as Lots Nos. 1, 2, 3, 4 and 5 on the map hereinabove referred to, special reference being hereby made to said map for a particular description of said Lots Nos. 1, 2, 3, 4 and 5 by metes and bounds, courses and distances.

THE aforesaid six numbered lots were conveyed by the undersigned Emory Kirby, William H. Watson, James Tolson, George Watson, Edward Cole, James Bordley, and their respective wives, by deed dated October 9, 1926 and recorded in said Liber B.H.T. No. 6, folio 115 unto one William H. Chance as a straw party upon oral trust to reconvey the same as follows: Lot No. 1 to James Tolson and wife; Lot No. 2 to William H. Watson and wife; Lot No. 3 to George Watson and wife; Lot No. 4 to James Bordley and wife; Lot No. 5 to Edward Cole and wife; and Lot No. 6 to these grantors. Said straw party did execute all of the six deeds required for the above purpose and delivered the same to the attorneys for the respective grantees on or

about October 9, 1926; but only two of said deeds have been recorded among the land records of Queen Anne's County, Maryland, viz: The deed to George Watson and wife was recorded in said Liber B.H.T. No. 6, folio 131; and the deed to James Tolson and wife was recorded in said Liber B.H.T. Nl. 6, folio 117. The said straw party, William H. Chance departed this life during the year 1954 intestate, leaving no heirs at law insofar as is known to the parties to this deed.

TOGETHER with all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE and TO HOLD the said land described as Lot No. 6 and premises and all the right, title, interest, estate, claim and demand of the said grantors of, in and to Lots Nos. 1, 2, 3, 4, and 5 above described unto and to the use of the said John Leekley, his heirs and assigns, in fee simple, forever.

AND the said Emory Kirby and Julia Kirby, his wife, do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

TEST(as to both Grantors):

EMORY KIRBY (SEAL)
(Emory Kirby)

BETTY ANN BROWN

JULIA KIRBY (SEAL)
(Julia Kirby)

BETTY ANN BROWN

STATE OF MARYLAND)
) TO WIL:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 16th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Emory Kirby and Julia Kirby, his wife, and acknowledged the aforegoing DEED to be their respective act.

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

NOTARY
PUBLIC
SEAL.

BETTY ANN BROWN
Notary Public

TRUE COPY TEST: T. SORDEN PIPPIN, Clerk

PETITION FOR DECREE PRO CONFESSO

Filed May 14, 1957

JOHN LEEKLEY

VS.

UNKNOWN HEIRS, PERSONAL REPRESENTATIVES AND DEVISEES OF WILLIAM H. CHANCE, DECEASED and UNKNOWN PERSONAL REPRESENTATIVES OF JAMES BORDLEY, DECEASED.	In the Circuit Court for Queen Anne's County In Equity Cause No. 4103

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Leekley, Plaintiff, by Howard Wood, his attorney, unto your Honors respectfully shows:

1. That an Order of Publication has been duly published against the unknown heirs, personal representatives and devisees of William H. Chance, deceased, and against the unknown personal representatives of James Bordley, deceased, as appears by the Certificate of Publication of said Order of Publication heretofore filed in this cause.

2. That your Petitioner is advised that he is entitled to have his Bill taken pro confesso against the defendents.

Respectfully submitted

HOWARD WOOD
Attorney for Petitioner

Filed May 14, 1957

DECREE

Filed May 22, 1957

DECREE

The proceedings heretofore had in this cause, having been read and considered, IT IS THEREUPON, this 22nd day of May, 1957, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that the Bill of Complaint heretofore filed in this cause is hereby taken pro confesso as against the unknown heirs, personal representatives and divisees of William H. Chance, late of Queen Anne's County, Maryland, deceased, and as against the unknown personal representatives of James Bordley, late of Queen Anne's County, Maryland, deceased; but because it does not certainly appear to what relief the Plaintiff is entitled, it is further ADJUDGED, ORDERED and DECREED by this Court that leave be and the same is hereby given unto the Plaintiff to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

Wm. R. HORNEY

Filed May 22, 1957

PETITION FOR LEAVE TO AMEND BILL
AND ADD NEW PARTY DEFENDANT.

Filed October 2, 1957

JOHN LEEKLEY vs. UNKNOWN HEIRS, PERSONAL REPRESENTATIVES AND DEVISEES OF WILLIAM H. CHANCE, DECEASED, AND UNKNOWN PERSONAL REPRESENTATIVES OF JAMES BORDLEY, DECEASED.	In the Circuit Court for Queen Anne's County In Equity. Cause No. 4103

PETITION FOR LEAVE TO AMEND BILL AND ADD NEW PARTY DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Leekley, Plaintiff, by Howard Wood, Attorney, unto your Honors respectfully shows:

1. That it has now come to the attention of your petitioner that William H. Chance died testate on or about May 3, 1953, a resident of Queen Anne's County, Maryland; that his last Will and Testament is dated March 20, 1931, has been admitted to probate and stands recorded among the Will Records of Queen Anne's County in Liber E.E.C. No. 1, folio 239; that by the terms of said Will the testator devised and bequeathed his entire estate to Elva McFarland of Centreville, Maryland, absolutely, and in fee simple; that letters testamentary were granted by the Orphans' Court of Queen Anne's County to Elva McFarland, on May 26, 1953, upon the estate of William H. Chance, also known as William H. Hawkins, according to said Will, and that administration has been completed in the Orphans' Court of said County.

2. That said proceedings in the Orphans' Court of Queen Anne's County contained no reference to the real estate which is the subject of this equity proceeding.

3. That your petitioner desires leave to amend his Bill by substituting a new paragraph No. 4 for the original paragraph No. 4, the new paragraph No. 4 to read as follows:

"4. The said straw party William H. Chance departed this life on or about May 3, 1953, a resident of Queen Anne's County, Maryland, leaving a last Will and Testament dated March 20, 1931, admitted to probate by the Orphans' Court of Queen Anne's County on May 19, 1953, and recorded among the Will Records of said County in Liber E.E.C. No. 1, folio 239, by which he devised and bequeathed his entire estate to Elva McFarland, absolutely and in fee simple, a certified copy of said Will being filed herewith marked 'Exhibit E' and prayed to be taken as a part hereof; that letters testamentary were granted to Elva McFarland by said Orphans' Court on May 26, 1953, and that administration has been completed upon the estate of William H. Chance, also known as William H. Hawkins, according to said Will; and that said proceedings in the Orphans' Court of Queen Anne's County contain no reference to the real estate which is the subject of this equity proceeding, or any part thereof."

4. That your petitioner further desires leave to make Elva McFarland a party defendant in his amended Bill in the place and stead of the "unknown heirs, personal representatives and devisees of William H. Chance, late of Queen Anne's County, Maryland, deceased."

Wherefor your petitioner prays your Honors to grant him leave to make the amendments above referred to.

Respectfully submitted,

HOWARD WOOD
~~(John Leekley)~~ Plaintiff's Attorney

Filed Oct. 2, 1957

ORDER OF COURT

Filed October 4, 1957

ORDER OF COURT

UPON the aforegoing Petition, IT IS ORDERED this 4th day of October 1957, by the Circuit Court for Queen Anne's County in Equity, that the Plaintiff is hereby granted leave to amend his Bill of Complaint by the substitution of a new paragraph "4" as quoted in said petition and by the substitution of a new party defendant as prayed therein.

Wm R. HORNEY

Judge

Filed Oct. 4, 1957

AMENDED BILL OF COMPLAINT

Filed October 4, 1957

JOHN LEEKLEY, Centreville, Maryland Plaintiff vs. ELVA McFARLAND, R.F.D. #2. Centreville, Maryland and THE UNKNOWN PERSONAL REPRESENTATIVES OF JAMES BORDLEY, late of Queen Anne's County, Maryland, deceased, Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 4103

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That he is in constructive and peaceable possession of the three following described lots or parcels of woodland, situate in Spaniard's Neck in the Third Election District of Queen Anne's County, in the State of Maryland.

(a) The lot known and distinguished on the map hereinafter referred to as and by the number "4" and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stone at the southern corner of Lot No. 3 of said map and running thence with the last-named lot North 42 degrees 15 minutes East 69 rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East 24.2 rods to a stone; thence with Lot No. 5 of said map South 42 degrees 15 minutes West 9 rods to a stone; and thence with other lands of the Grantee North 47 degrees 45 minutes West 24.2 rods to the place of beginning, containing 10.3 acres of land, more or less; being the same land conveyed to your orator by Arthur Bordley, et al., by deed dated August 29, 1955 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 24, folio 24, said deed being filed herewith and marked "Exhibit A", and prayed to be taken as a part hereof, and by the deed from Beatrice Bordley, dated August 30, 1955, and recorded in said Liber in folio 28, said deed being filed herewith and marked "Exhibit B" and prayed to be taken as a part hereof.

(b) The lot known and distinguished on said map as and by the number "5" and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stone at the southern corner of Lot No. 4 of said map and running thence with the last named lot North 42 degrees 15 minutes East sixty-nine rods to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East twenty-four and two-tenths rods to a stone; thence with Lot No. 6 of said map South 42 degrees 15 minutes West sixty-nine rods to a stone; and thence with other lands of the Grantee North 47 degrees 45 minutes West twenty-four and two-tenths rods to the place of beginning, containing 10.3 acres of land, more or less; being the same and all of the land which was conveyed to your Orator by Edward Cole and Bertha Cole, his wife, by deed dated July 2, 1955 and recorded among said land records in Liber T.S.P. No. 22, folio 548, said deed being filed herewith and marked Exhibit C" and prayed to be taken as a part hereof.

(c) The lot known and distinguished on the map as and by the number "6" and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stone at the southern corner of Lot No. 5 of said map and running thence with the last-named lot North 42 degrees 15 minutes East 69 to a stone; thence with Lot No. 1 of said map South 47 degrees 45 minutes East 12 rods to a stone; thence with lands formerly of Elijah Green South 2 degrees 15 minutes West 43 rods to a stone; thence North 48 degrees West 15.8 rods to a stone; thence South 2 degrees 15 minutes West 47 rods to lands formerly of one Dickinson now of John Leekley; and thence with the last-named land North 47 degrees 45 minutes West 50.2 rods to the place of beginning, containing 10.3 acres, more or less; being the same and all of the land which was conveyed to your Orator by Emory Kirby and Julia Kirby, his wife, by deed dated December 16, 1955 and recorded among said land records in Liber T.S.P. No. 25, folio 384, said deed being filed herewith and marked

"Exhibit D" and prayed to be taken as a part hereof.

The map is entitled "The Emory of Hufnal Woodland, Situate in Spaniard's Neck... Sub-divided by S. Chester Coursey March 3, 1926" and is recorded among said land records in Liber B.H.T. No. 6, folio 115.

2. That the entire tract of woodland described and shown on said map contains 61.8 acres of land, more or less, and was conveyed by Emory Kirby, Julia Kirby, his wife, William H. Watson, Lottie Watson, his wife, James Tolson and Luvenia Tolson, his wife, George Watson and Sallie Watson, his wife, Edward Cole and Bertha Cole, his wife, James Bordley and Gertrude Bordley, his wife, to William H. Chance by deed dated October 9, 1926 and recorded among said land records in Liber B.H.T. No. 6, folio 115, and that prior to October 9, 1926 said entire tract had been vested in fee simple in Emory Kirby, William H. Watson, James Tolson, George Watson, Edward Cole and James Bordley by virtue of the deed from Murphy & Hayes Company, dated June 26, 1925 and recorded among said land records in Liber B.H.T. No. 3, folio 580.

3. That the conveyance to William H. Chance, although absolute on its face, was made upon oral trust whereby William H. Chance agreed to reconvey the same forthwith in accordance with said map as follows: Lot No. 1 to James Tolson and wife; Lot No. 2 to William H. Watson and wife; Lot No. 3 to George Watson and wife; Lot No. 4 to James Bordley and wife; Lot No. 5 to Edward Cole and wife; and Lot No. 6 to Emory Kirby and wife; and William H. Chance is in fact believed to have executed all of the six deeds required for the above purpose and to have delivered the same to Madison Brown, Esq., of Centreville, Maryland, attorney-at-law (who is now deceased), on or about October 9, 1926; byt only two of said deeds have been recorded among the land records of Queen Anne's County, Maryland, viz: the deed to George Watson and wife was recorded in said Liber B.H.T. No. 6, folio 131; and the deed to James Tolson and wife was recorded in said Liber B.H.T. No. 6, folio 117.

4. The said straw party, William H. Chance, departed this life on or about May 3, 1953, a resident of Queen Anne's County, Maryland, leaving a last Will and Testament dated March 20, 1931, admitted to probate by the Orphans' Court of Queen Anne's County on May 19, 1953, and recorded among the Will Records of said County in Liber E.E.C. No. 1, folio 239, by which he devised and bequeathed his entire estate to Elva McFarland, absolutely and in fee simple, a certified copy of said Will being filed herewith marked "Exhibit E" and prayed to be taken as a part hereof; that letters testamentary were granted to Elva McFarland by said Orphans' Court on May 26, 1953, and that administration has been completed upon the estate of William H. Chance, also known as William H. Hawkins according to said Will; and that said proceedings in the Orphans' Court of Queen Anne's County contain no reference to the real estate which is the subject of this equity proceeding, or any part thereof.

5. The said Gertrude Bordley died in April 1930; and the said James Bordley died intestate, a resident of Queen Anne's County, Maryland, during the year 1932 leaving surviving him as his only heirs at law, his nine children, named as grantors in the deed first hereinabove mentioned; and there has been no administration upon the estate of James Bordley in Queen Anne's County or elsewhere, so far as is known to your Orator.

6. That no sotstanding claim is being actively asserted against your Orator's title to the three parcels of woodland abovementioned, or any of them, nor is any action at law or suit in equity pending to enforce or test the validity of his title or any adverse claim.

To the end therefore:

(1) That your Honors may pass a decree that your Orator has absolute ownership and the right of disposition of said lands.

(2) That the defendants be enjoined from asserting any claim to said lands.

(3) That the creditors of James Bordley, deceased, be notified to file their claims, if any, in this Honorable Court, or be forever barred from asserting any claims against the first lot of woodland hereinabove described.

And as in duty bound, etc.,

HOWARD WOOD
(Howard Wood)
Attorney for Plaintiff
Centreville, Maryland
Telephone No.: Centreville 343

Filed Oct. 4, 1957

EXHIBIT "E"

Filed October 4, 1957

I, William H. Hawkins, commonly or generally known as William H. Chance, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this my last will and testament, in manner following, that is to say:-

I direct my Executrix hereinafter named to pay all my just debts and funeral expenses as soon after my death as is convenient and for the purpose of enabling her so to do. I hereby vest in her full power and authority to sell any or all of the

personal property of which I may die seized and possessed, either at public or private sale whichever she may deem most advisable upon such terms as she may deem best.

After the payment of all my just debts and funeral expenses, I give, devise and bequeath to Elva McFarland, of Queen Anne's County, State of Maryland, her heirs and assigns, infee simple, all of the rest and residue of my estate, real, personal and mixed, of every kind and wheresoever situated.

I hereby constitute and appoint the said Elva McFarland to be the Executrix of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made; and as I have entire confidence in my said Executor, I desire that she be execused from the necessity of giving bond further than shall be required by law to secure the payment of all debts, taxes and assessments properly chargeable upon my estate after my decease.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal this Twentieth day of March, in the year nineteen hundred and Thirty One.:-

WM. H. HAWKINS
WM H. CHANCE (SEAL)

Signed, sealed, published and declared by the above named testator, William H. Hawkins, commonly or generally known as William H. Chance, as and for his last will and testament, in the presence of us, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our named as witnesses thereto:-

Marie Shortell

B Hackett Turner

Chas. E. Turker

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

On the 18th day of May A.D., 1953, came Thomas J. Keating, Jr., Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of William H. Hawkins, commonly or generally known as William H. Chance, late of Queen Anne's County, deceased, that has come to hand and possession, and that do not known nor ha he heard of any other and that received the same from the office of the Register of Wills on or about the 18th day of May, 1953, where the same had been filed for safekeeping on the 31st day of March A.D., 1931.

Sworn before

Edward E. Coursey
Register of Wills of Queen
Anne's County, Md.

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

On the 18th day of May 1953, came B. Hackett Turner, Sr. of Centreville, Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of William H. Hawkins, commonly or generally known as William H. Chance, 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 Marie Shortall and Charles E. Tucker 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:

Edward E. Coursey
Register of Wills of Queen
Anne's County, Md.

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

On the 19th day of May 1953, came Marie Shortall of Centreville, Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of Wm. H. Hawkins, commonly or generally known as Wm. H. Chance, 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, momory and understanding; and that she together with B. Hackett Turner and Chas. E. Tucker, the latter now deceased 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:

Edward E. Coursey
Register of Wills of Queen
Anne's County, Md.

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

The aforegoing Instrument of Writing, purporting to be the last Will

and Testament of William H. Hawkins, commonly or generally known as WILLIAM H. CHANCE, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 19th day of May, A.D., 1953, that the same be admitted in this Court as the tru and genuine last Will and Testament of the said William H. Hawkins, commonly or generally known as WILLIAM H. CHANCE, deceased

Edgar L. Lane .

Richard B. C. Davidson

William E. Coleman
Judges of the Orphans' Court
of Queen Anne's County.

IN THE OEPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, Sct:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Last Will and Testament together with the proof thereto of William H. Hawkins, commonly or generally known as WILLIAM H. CHANCE, late of Queen Anne's County, deceased, as filed and passed in this office on May 19th, 1953 and recorded in Liber E.E.C. No. 1 Folio 239 in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

SEAL'S

PLACE

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 19th day of June 1957.

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

SUBPOENA TO BE SERVED

Filed October 7, 1957

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Elva McFarland
R.F.D. #2, Centreville, Maryland

GREETING:

We commend and enjoin you do within the time limited by law, beginning on the first Monday of October next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of John Leekley, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 4th. day of October, 1957.

TO THE DEFENDANT (S):

Your are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name HOWARD WOOD

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 343-Centreville

And on the back of the aforegoing Subpoena is the following endorsement, to wit:

sumond by dlevering a copy Subpona, to Elva McFarland, and leaving with her Copy of subpoena and Ammended Bill of Complaint this 5th day of October 1957

ALEXIS M. BUTLER

SHERIFF

PETITION OF PLAINTIFF FOR
DECREE PRO CONFESSO

Filed October 25, 1957

JOHN LEEKLEY		In the Circuit Court for Queen Anne's County in Equity
vs.		
ELVA McFARLAND, et al.		Cause No. 4103.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John Leekley, by Howard Wood, his attorney, unto your Honors, respectfully shows:

1. That the respondent, Elva McFarland, has been summoned but has failed to appear within the time limited by law for her appearance in this cause.

2. That your petitioner suggests that he is entitled to have his amended bill taken pro confesso against the respondent.

Respectfully submitted,

HOWARD WOOD
Attorney for Plaintiff

Filed Oct. 25, 1957

DECREE PRO CONFESSO

Filed October 25, 1957

DECREE

The proceedings heretofore had in this cause having been read and considered, IT IS THEREUPON, this 25th day of September, 1957, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that the amended bill of complaint heretofore filed herein and the same is hereby taken pro confesso as against the Respondent, Elva McFarland; but because it does not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED, ORDERED and DECREED by this Court that leave is hereby given the plaintiff to take testimony before one of the standing examiners of this Court to support the allegations of the bill and amended bill as to the Unknown Personal Representatives of James Bordley, deceased, and of the amended bill as to the said Elva McFarland.

Wm. R. HORNEY

Judge

Filed Oct. 25, 1957

TESTIMONY

Filed August 12, 1958

JOHN LEEKLEY		In the Circuit Court for Queen Anne's County in Equity
vs.		
ELVA McFARLAND, et al.		Cause No. 4103.

TESTIMONY

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, the undersigned, Vachel A. Downes, Jr., one of the standing examiners of this Court, hereby certify that I was employed at the instance and request of Howard Wood, Attorney for John Leekley, Plaintiff, to take the testimony herein and did accordingly attend at the office of Howard Wood, Centreville, Maryland, at 3 o'clock P.M. on the 7th day of August, 1958, there being present the Plaintiff, John Leekley, Emory Kirby and Bertha Cole, witnesses, and after swearing the witnesses that I did take the following testimony by electric recorded and that Cler C. Green, stenographer, transcribed the same after I had duly sworn her to transcribe the same truly, and that I was so engaged for one hour, to wit:

The first witness, being duly sworn, was the Plaintiff, John Leekley, who did depose and say as follows:

Questions by Examiner:

Q. Mr. Leekley,will you state your name, age, residence and occupation?

A. My name is John Leekley, I am 52 years old, I reside on Spaniard's Neck Road, Queen Anne's County, Maryland, and I am a lawyer.

Q. Do you know of any other prior litigation between the parties to this cause?

A. No, sir.

Questions by Mr. Wood:

Q. I hand you a deed marked "Exhibit A", which describes a lot of land in Spaniard's Neck, containing 10.3 acres of land, more or less. Will you state whether or not this is the deed from you, I mean from Arthur Bordley, et al., to you, and whether or not you are in constructive and peaceable possession of this parcel of woodland?

A. Yes, Sir.

(At this point, Exhibit A. was marked "Examiner's Exhibit A".

By Mr. Wood:

Q. Mr. Leekley, I now hand you a deed marked "Exhibit B", which appears to be a deed from Beatrice Bordley, wife of Raymond Bordley, covering her potential interest in this same parcel of land. Will you identify this deed, please, sir?

A. I identify it.

(At this point, Exhibit B was marked "Examiner's Exhibit B".)

By Mr. Wood:

Q. Mr. Leekley, I now hand you a deed marked "Exhibit C", which appears to be a deed from Edward Cole and Bertha Cole, his wife, covering another parcel of wood and in Spaniard's Neck, containing 10.3 acres of land, more or less. Will you please identify this deed, and state whether or not you are in constructive and peaceable possession of this parcel of woodland.

A. I identify the deed, and I am in constructive and peaceable possession of the property in question.

(At this point, Exhibit C filed in the case was marked "Examiner's Exhibit C".)

By Mr. Wood:

Q. Mr, Leekley, I now hand you a deed from Emory Kirby and Julia Kirby, his wife, to you, covering still another parcel of woodland in Spaniard's Neck, containing 10.3 acres, more or less. Will you please identify this deed, and state whether or not you are in constructive and peaceable possession of this parcel of woodland.

A. I identify the deed, and I am in peaceable and constructive possession of the land in question.

(At this point, Exhibit D, filed in the case was marked "Examiner's Exhibit D".)

By Mr. Wood:

Q. Mr. Leekley, will you please state whether or not there is any outstanding claim being actively asserted against your title to any of the three parcels of woodland which I have referred to in previous questions and to which you have referred in your previous answers.

A. None to my knowledge.

Q. Would you please state whether or not any action at law is pending to enforce or test the validity of your title, other than the pending suit.

A. None.

Q. Is there any such suit pending to enforce any adverse claim?

A. Not to my knowledge.

Q. Is there any suit in equity pending, other than the present suit, to enforce your title?

A. Not to my knowledge.

Q. Is there any suit in equity pending to enforce any adverse claim?

A. Not to my knowledge.

Q. Have you ever heard that any claim of title was asserted by Elva McFarland, devisee of William H. Chance?

A. Yes, sir.

Q. Have you ever heard of any claim being asserted against any of these parcels of real estate by any personal representatives of James Bordley, late of Queen Anne's County, Maryland, deceased?

A. No, sir.

The second witness called on the part of the plaintiff, being duly sworn , was Emory Kirby, who did depose as follows:

Questions by Mr. Wood:

Q. Will you please state yourname, age, address and occupation.

A. Emory G. Kirby, Centreville, Route 2, Box 124, 77 the 22nd of July, just general pick-up man around town and places.

Q. Emory, have you seen the map entitled "The Emory or Hufnal Woodland, Situated in Spaniard's Neck....Sub-divided by S. Chester Coursey March 30, 1926", which is recorded among the land records of Queen Anne's County in Liber B.H.T. No. 6, folio 115?

A. Yes, sit, I saw it once.

Q. Did that map show the entire tract of woodland containing 61.8 acres, more or less, which was described in the deed from you, your wife, William H. Watson and his wife, James Tolson, his wife, George Watson, his wife, Edward Cole, his wife, and James Bordley and his wife to William H. Chance, which was dated October 9, 1926, and recorded among said land records in Liber B.H.T. No.6, folio 115?

A. Yes.

Q. State whether or not it true that prior to October 9, 1926, the owners of this tract were you, William H. Watson, James Tolson, George Watson, Edward Cole and James Bordley, by a deed from Murphy and Hayes Company, dated June 26, 1925, and recorded among the land recores in Liber B.H.T. No. 3, folio 580.

A. You don't need to mention the surbeyor?

Q. Was Mr. William H. Chance merely supposed to act as a straw man?

A. Yes, sir.

Q. Please state whether the map shows lot numbers and names of owners.

A. Yes, sir.

Q. What was the reason for showing these lot numbers and names of owners in the sub-division on the map?

A. So as each one could know where his plot was.

Q. In other word, will you state whether or not Mr. Chance was to deed these lots, as a straw man, according to the numbers and names on the map.

A. Yes, sir, as far as my knowledge.

Q. Will you state the names and numbers of the lots shown on the map.

A. James Tolson, William H. Watson, George Watson, James Bordley, Edward Cole, Emory Kirby.

Q. Are those names given in order of number one to six?

A. Yes, sir.

Q. As far as you know, did Mr. Chance sign all the six deeds required for this purpose?

A. I don't just understand.

Q. As far as you know, did he sign them or or about October 9th, 1926, according to Mr. Madison Brown, attorney?

A. I wasn't present.

Q. Did Nr. Brown tell you that Mr. Chance had signed the deeds, or not?

A. Mr. Brown never told me that, sir.

Q. Is Mr. Chance still living?

A. No, sir.

Q. About how long ago would you sai he died? If you know.

A. I couldn't state, but I think it's around five or six years ago.

Q. Emory, I now show you a paper marked "Exhibit E", which is apparently a certified copy of the Will of William H. Chance, Will you look at it and state what it is?

A. It looks like a copy of Mr. Chance's Will.

(At this point, Exhibit E filed in this case was marked "Examiner's EXhibit E", and at the same time Mr. Wood introduced a certificate of the Register of Wills, which was then marked "Examiner's Exhibit F", showing the appointment of Elva McFarland as executrix

of the estate of William H. Chance, and including his certificate in evidence that administration has been completed upon the estate of William H. Chance, also known as William H. Hawkins, according to said Will and that said proceedings in the Orphans' Court of Queen Anne's County contain no reference to the real estate which is the subject of this equity proceeding or any part thereof.)

By Mr. Wood:

Q. Emory, as I understand your testimony, it was never intended that William H. Chance whould have any real ownership of any of this land. Is that correct?

A. Yes, sir.

Q. It was intended by the owners who deeded the land to him that he should immediately deed it back to them according to the names and numbers on the map as you have given them. Is that not correct?

A. Yes, sir.

The third witness called on behalf of the plaintiff, Bertha Cole, being first duly sworn, did depose and say:

Questions by Mr. Wood:

Q. Will you please state your name, age, address and occupation.

A. 52, Bertha Cole, Centreville, Maryland, Route No. 3, housework.

Q. Are you one of the children of James Bordley?

A. Yes, I am.

Q. About when did your father die?

A. 1932.

Q. Was he a resident of Queen Anne's County?

A. Yes, sir.

Q. Did he leave a will?

A. No. sir.

Q. How many children did he leave?

A. Nine.

Q. Will you please state the names of the nine children.

A. Arthur Bordley, Edna Tilghman, Irene Handy, Mildred Williams, Raymond Bordley, Robert Bordley, Madison Bordley, Bertha Cole, Mabel Cole.

Q. State whether or not these nine children were your father's only heirs at law at the time of his death.

A. Yes, sir.

Q. Was his estate ever settled in the Orphans' Court of Queen Anne's County.

A. No, sir.

Q. Has there ever been administration on his estate in any other county?

A. No, sir.

Q. Including Queen Anne's County?

A. No, sir.

Q. You heard the testimony of Emory Kirby, did you not?

A. Yes, sir.

Q. Can you state whether or not his answers were correct, in your opinion?

A. Yes, sir, far as I know of.

Q. You saw the map yourself and checked the names and lot numbers as given by Emory Kirby. Were they correct, or not?

A. Yes, sir.

Q. Did you ever hear of Mr. William H. Chance ever claiming that he was the real owner of these woodlots?

A. No, sir.

Bill of Costs

Vachel A. Downes, Jr., Examiner	$ 10.00
Cleo C. Green, Stenographer	10.00

Emory Kirby, witness fee ..... .75
Bertha Cole, (Mrs. Edward Cole), witness fee ..... .75

Respectfully submitted,

VACHEL A. DOWNES, JR
(Vachel A. Downes, Jr.) Examiner

Filed Aug. 12, 1958

FOR EXAMINER'S EXHIBITS A,B,C,D, AND E,
SEE EXHIBITS A,B,C,D and E RECORDED ABOVE
FOLLOWING BILL OF COMPLAINT

FILED March 7, 1957.

EXAMINER'S EXHIBIT F

Filed August 7, 1958

Cause No. 4103

JOHN LEEKLEY
vs.
ELVA McFARLAND, et al.

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

CERTIFICATE

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, ss:

I, E. CLYDE WALLS, Register of Wills of Queen Anne's County, Maryland, hereby certify that according to the records of my office it appears that administration has been completed on March 9, 1954 upon the Estate of William H. Chance by Elva McFarland, Executrix under Will of William H. Chance, also known as William H. Hawkins according to said Will; and that said proceedings in the Orphans' Court of said County contain no reference to the real estate which is the subject of the abo e captioned equity proceeding or any part thereof; and that Elva McFarland was the duly qualified Executrix aforesaid, having qualified as such on May 26, 1953.

WITNESS my hand and the seal of said Court:

E. CLYDE WALLS
Register of Wills of Queen Anne's County.

SEAL'S
PLACE

DECREE

Filed October 7, 1958

JOHN LEEKLEY

vs.

ELVA McFARLAND, et al.

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

Cause No. 4103.

DECREE

The proceedings in the avove-captioned cause having been read and considered, IT IS this 26th day of September, 1958, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

1. That John Leekley has absolute ownership and the right of disposition of the lots of land more particularly described in Paragraph 1, sub-paragraph (b) and sub-paragraph (c) of the Amended Bill of Complaint in this proceeding, being the lands which were conveyed to John Leekley by Edward Cole and Bertha Cole, his wife, by deed dated July 2, 1955, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 22, folio 548, and the lot of land which was conveyed to John Leekley by Emory Kirby and Julia Kirby, his wife, by deed dated December 16, 1955, and recorded among said land records in Liber T.S.P. No. 25, folio 384.

2. That the Plaintiff, John Leekley, is hereby granted leave to notify the creditors of James Bordley, deceased, to file their claims, if any, in this Court or be forever barred from asserting any claim against the lot of land described in Paragraph 1, sub-paragraph (a) of the Amended Bill of Complaint in this cause within 60 days of the first insertion of such notice, the same to be published

in a newspaper printed and published in Queen Anne's County, Maryland, for 4 consecutive weeks before the 31st day of October, 1958. Said lot of land described in Paragraph 1, sub-paragraph (a) of the Amended Bill of Complaint being the same land which was conveyed to John Leekley by Arthur Bordley, et al., by deed dated August 29, 1955, and recorded among said land records in Liber T.S.P. No. 24, folio 24, and also by the deed from Beatrice Bordley dated August 30, 1955, and recorded in said Liber T.S.P. No. 24, folio 28.

3. That the Defendant, Elva McFarland, is hereby perpetually enjoined from asserting any claim to any of said three parcels of land, and the Clerk of this Court is hereby directed to issue a permanent writ of injunction, the same to be served upon Elva McFarland by the Sheriff of Queen Anne's County.

J DeWEESE CARTER
Judge

Filed Oct. 7, 1958

WRIT OF INJUNCTION

Filed October 21, 1958

JOHN LEEKLEY vs. ELVA McFARLAND, et al.	In the Circuit Court for Queen Anne's County in Equity Cause No. 4103.

WRIT OF INJUNCTION

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

STATE OF MARYLAND TO: ELVA McFARLAND, GREETING:
R.F.D. #2, Centreville, Maryland

SEAL'S PLACE

Whereas John Leekley has exhibited to us in our Circuit Court for Queen Anne's County, in Equity, his Bill of Complaint for relief in equity and for an injunction to restrain you, the said Elva McFarland, from asserting any claim of title to any of the three lots of land which were granted and conveyed to John Leekley as follows: (1) By Arthur Bordley, et al, by deed dated August 29, 1955, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 24, folio 24, and by Beatrice Bordley, by deed dated August 30, 1955, and recorded in said Liber T.S.P. No. 24, folio 28; (2) ny Edward Cole and Bertha Cole, his wife, by deed dated July 2, 1955, and recorded among said land records in Liber T.S.P. No. 22, folio 548; and (3) by Emory Kirby and Julia Kirby, his wife, by deed dated December 16, 1955, and recorded among said land records in Liber T.S.P. No. 25, folio 384.

NOW, THEREFORE, these are to command and strictly enjoin and prohibit you, the said Elva McFarland, from asserting any claim of title to any of the three lots or parcels of land hereinabove referred to.

WITNESS the Honorable J. DeWeese Carter, Chief Judge of the Circuit Court for Queen Anne's County, the 6th. day of January, 1958.

ISSUED the 7th. day of October, 1958.

T. SORDEN PIPPIN
(T. Sorden Pippin) Clerk of the Circuit Court for Queen Anne's County

And at the foot of the following Injunction is the following Return, to wit:

SERVED on ELVA McFARLAND on the 8th day of October, 1958, at 1 30 o'clock P.M. in the presence of:

ALEXIS M. BUTLER, SHERIFF
(Alexis Butler) Sheriff of Queen Anne's County, Maryland

Filed Oct. 21, 1958

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS

Filed January 12, 1960

NOTICE

Creditors of James Bordley, late of Queen Anne's County, Maryland, deceased, are hereby notified to file their claims against the deceased in the office of the Clerk of the Circuit Court for Queen Anne's County within 60 days of October 9, 1958, or be forever barred from asserting any claim against the lot of land described in Paragraph No. 1, sub-paragraph (a) of the Amended Bill of Complaint filed in the proceedings in said Court intitled "John Leekley vs. Elva McFarland, et al.," being Cause No. 4103 on the Chancery Docket. This notice is given pursuant to the Decree dated September 26, 1958, and filed in said Cause.

JOHN LEEKLEY

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 7, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the notice in the case of John Leekley Vs. Elva McFarland, et al. a true copy of which is annexed hereto, was published in th QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 9th day of December, 1958, and that the first insertion of said advertisement in said QUEEN ANNES RECORD-OBSERVER was on the 9th day of October 1958, and the last insertion on the 30th day of October, 1958.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed Jan. 12, 1960

PETITION TO WITHDRAW CERTAIN EXHIBITS

Filed January 20, 1960.

JOHN LEEKLEY		In the Circuit Court for Queen Anne's County in Equity
vs.		
ELVA McFARLAND, et al.		Cause No. 4103.

PETITION TO WITHDRAW CERTAIN EXHIBITS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John Leekley, plaintiff, by Howard Wood, Attorney, unto your Honors respectfully shows:

1. That your petitioner desires to withdraw the following exhibits from these proceedings permanently, upon substitution of photographic copies thereof:

(a) The deed to John Leekley from Arthur Bordley, et al., dated August 29, 1955 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 24, folio 24, filed as "Exhibit A" with the Bill of Complaint and Amended Bill of Complaint;

(b) The deed to John Leekley from Beatrice Bordley, dated August 30, 1955 and recorded in said Liber at folio 28, marked "Exhibit B" and filed with said Bill and Amended Bill;

(c) The deed to John Leekley from Edward Cole and wife, dated July 2, 1955 and recorded among said land records in Liber T.S.P. No. 22, folio 548, marked "Exhibit C" and filed with said Bill and Amended Bill;

(d) The deed to John Leekley from Emory Kirby and wife, dated December 16, 1955 and recorded among tsaid land records in Liber T.S.P. No. 25 folio 384, marked "Exhibit D" and filed with said Bill and Amended Bill.

2. That the reason for withdrawing said exhibits is in order to complete your petitioner's records as owner of the real estate described in said deeds.

Wherefore your petitioner prays your Honors to pass an order authorizing him to remove said exhibits permanently upon substituting photographic copies thereof, at the expense of your petitioner.

Respectfully submitted,

HOWARD WOOD
Attorney for Petitioner

Filed Jan. 20, 1960

ORDER OF COURT

Filed January 20, 1960

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 20th day of January, 1960, by the Circuit Court for Queen Anne's County, in Equity, that John Leekley is hereby authorized to withdraw permanently from the proceedings in this cause the several deeds marked "Exhibits A", "B", "C" and "D" referred to in said petition upon substituting therefor a/photographic copy of each deed so removed.
verified

THOS J. KEATING JR.

Filed Jan. 20, 1960

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

VACHEL A. DOWNES, JR., ATTORNEY, ASSIGNEE Centreville, Maryland	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
KENNETH AUGUSTUS DUNCAN and VIOLET H. DUNCAN Stevensville, Maryland	IN EQUITY No. 4253

ORDER TO DOCKET SUIT

To: T. Sorden Pippin, Clerk:

You will please docket suit as per above titling for foreclosure of the mortgage from Kenneth Augustus Duncan and Violet H. Duncan, his wife, to David M. Nichols and Olive J. Nichols, his wife, dated the 2nd day of July, 1956 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29 folio 84, and duly assigned unto Vachel A. Downes, Jr., Attorney or collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of the non-payment of principal and interest payable under the terms of said mortgage at the times therein provided for the payment thereof; and you will file a certified copy of said mortgage and assigment, as well as the accompanying affidavit.

VACHEL A DOWNES JR
Vachel A. Downes, Jr., Attorney
Assignee
Lawyers Row, Queen Anne Bldg.
Centreville, Maryland
Telephone: 489

Filed May 27, 1959

MILITARY AFFIDAVIT

Filed May 27, 1959

MILITARY AFFIDAVIT

I HEREBY CERTIFY, that on this 27th day of May, 1958, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law that Kenneth Augustus Duncan and Violet H. Duncan reside in Queen Anne's County, Maryland to the best of your affiant's knowledge, information and belief, and that they are not now in the military service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments thereto, and Chapter 710 of the Laws of Maryland of 1941, nor have they been in such service within three (3) months prior hereto.

T. SORDEN PIPPIN
T. Sorden Pippin, Clerk

Filed May 27, 1959

CERTIFIED COPY OF MORTGAGE

Filed May 27, 1959

#37,727 LIBER 29 PAGE 84
RECEIVED FOR RECORD July 11, 1956

THIS SECOND MORTGAGE, Made this 2nd day of July in the year nineteen hundred and fifty-six by and between KENNETH AUGUSTUS DUNCAN and VIOLET H. DUNCAN, his wife Mortgagors of the County of Queen Anne's in the State of Maryland, of the first part, and DAVID M. NICHOLS and OLIVE J. NICHOLS, Mortgagees, of the second part:

Whereas, the said parties of the first part are justly indebted unto the said parties of the second part in the full and just sum of Two Thousand Three Hundred One and 40/100 ($2,301.40) Dollars for money this day loaned by said parties of the second part unto the said parties of the first part, as a part of the purchase price of the parcel of land and premises hereinafter described and mentioned, the receipt of which sum of money is hereby acknowledged by said parties of the first part; and

Whereas, the said sum of money so loaned and advanced as aforesaid is to be repaid two (2) years from the date of this mortgage; and

Whereas, the said sum of money so loaned and advanced as aforesaid is

to bear no interest during the term above mentioned, payment of interest on said mortgage debt being waived by the parties of the second part; and

Whereas, for the better securing of the repayment of said principal,as and when the same shall become due and payable these presents are executed.

NOW this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said KENNETH AUGUSTUS DUNCAN and VIOLET H. DUNCAN, his wife do grant and convey unto said parties of the second part, their heirs and assigns, in fee simple, all those two lots or parcels of ground situate and lying in the 4th Election District of Queen Anne's County aforesaid, and described as follows, to wit:

LOTS Numbered Seventeen (17) and Nineteen (19) of Block D, as shown upon a Plat entitled "FIRST REVISED EDITION OF THE SECOND SECTION OF KENT ISLAND ESTATES", prepared by J. B. Metcalfe, Registered Surveyor, dated January, 1951, and now of record among the Land Records of Queen Anne's County in Liber TSP No. 1, folio 191.

BEING the same two lots of ground described in a deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from David M. Nichols and Olive J. Nichols, his wife, unto the Mortgagors herein.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, forever, subject to the legal operation and effect of the restrictions now of record, and subject also to the legal operation and effect of a first mortgage dated of even date herewith and intended to be recorded among the Land Records of Queen Anne's County prior hereto from the parties of the first part to Aurora Federal Savings and Loan Association, originally made to secure the repayment of the sum of $8800.00.

PROVIDED that if the said parties of the first part, their heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Nine Thousand and 00/100 ($9,000.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, their heirs, personal representatives, or assigns, or William F. Podlich duly authorized Attorney or Agent of the said Mortgagees their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Thirty-Five Dollars and a commission to the party making the 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; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, 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 a Court having equity jurisdiction in the State of Maryland, 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 peesonal representatives or assigns, or William F. Podlich their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public due and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and

pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least dollars, and to cause the policy to by effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of said Mortgagors

TEST:)
)
)
ELSIE CURTIS)
ELSIE CURTIS)

KENNETH AUGUSTUS DUNCAN (SEAL)
Kenneth Augustus Duncan

VIOLET H. DUNCAN (SEAL)
Violet H. Duncan

(SEAL)

State of Maryland, CITY OF BALITMORE, ss:

I Hereby Certify, that on this 2nd day of July in the year one thousand nine hundred and fifty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared KENNETH AUGUST DUNCAN and VIOLET H. DUNCAN, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared Arthur E. Benson (Agent for David M. Nichols and Olive J. Nichols, the Mortgagees named in the aforegoing mortgage) 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 agent for said Mortgagees and duly authorized by them to make this affidavit.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

My commission expires May 6, 1957

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventh day of August, in the year nineteen hundred and fifty eight, the following Assignment was brought to be recorded, to wit:

May 23, 1957

For value received the undersigned hereby assign all their right, title and interest in the within mortgage to Samual J. Aaron and Rebecca Aaron, his wife.

Witness the hands and seals of the said assignees.

WITNESS:

MALCOLM L. HARDETY

MALCOLM L. HARDET

DAVID M. NICHOLS (SEAL)
David M. Nichols

OLIVE J. NICHOLS (SEAL)
Olive J. Nichols

ASSIGNMENT WAS BROUGHT TO BE RECORDED ON MAY 27, 1959

The undersigned do hereby assign all their right, title, interest and estate in and to the aforegoing and within mortgage, and mortgage debt secured thereby unto Vachel A. Downes, Jr., Attorney, for purposes of foreclosure.

Witness our hands and seals this 24th day of April, 1959.

WITNESS:

JANE A. PENNELL
Jane A. Pennell

JANE A. PENNELL
Jane A. Pennell

SAMUEL J. AARON (SEAL)
Samuel J. Aaron

REBECCA AARON (SEAL)
Rebecca Aaron

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 29, folio 84, 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 27th day of May in the year nineteen hundred and fifty-nine.

T. SORDEN PIPPIN
Clerk

CERTIFIED COPY OF BOND

Filed May 27, 1959

Queen Anne's County, to wit: Be it remembered that on this Twenty-seventh day of May in the year nineteen hundred and fifty-nine, 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, Vachel A. Downes, Jr., 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 Three Thousand Dollars ($3000.00) current money of the United States of America, to be paid unto theState 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 27 day of May, 1959.

WHEREAS, the certain mortgage from Kenneth Augustus Duncan and Violet H. Duncan, his wife, to David M. Nichols and Olive J. Nichols, his wife, dated the 2nd day of July, 1956 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29 folio 84, has been duly assigned unto Vachel A. Downes, Jr., an attorney, for purposes of collection of foreclosure or otherwise, which said assignment is recorded among the Land Records aforesaid at the foot of said mortgage; and

WHEREAS, the above bounden, Vachel A. Downes, Jr., Assignee of Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the princiapl mortgage debt named in said mortgage and by reason of the non-payment of the interest covenanted to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Vachel A. Downes, Jr., does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity is relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

VIRGINIA S. WHITE

VACHEL A DOWNES JR (SEAL)
Vachel A. Sownes, Jr.

ATTEST:

UNITED STATES FIDELITY AND
GUARANTY COMPANY

VIRGINIA S. WHITE

By: B. HACKETT TURNER, JR.
B. Hackett Turner, Jr.,
Its Attorney in Fact

Corporate
Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit: -

Security approved and Bond filed May 27, 1959.

T. Sorden Pippin, Clerk

STATE OF MARYLAND
to wit:
COUNTY OF Queen Anne's

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 359, a Bond record 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 27th day of May in the year nineteen hundred and fifty-nine.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed June 30, 1959

VACHEL A. DOWNES, JR., ATTORNEY Assignee	:	IN THE CIRCUIT COURT
vs.	:	FOR
KENNETH AUGUSTUS DUNCAN and VIOLET H. DUNCAN	:	QUEEN ANNE'S COUNTY IN EQUITY Chy. No. 4253

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Attorney, Assignee, unto your Honors respectfully represents:

1. That the said Kenneth Augustus Duncan and Violet H. Duncan by mortgage dated the 2nd day of July, 1956, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29 folio 84, a certified copy thereof having been filed herein, granted and conveyed unto David M. Nichols and Olive J. Nichols, his wife, certain land in said mortgage described, to secure unto them the sum of Two Thousand Three Hundred One Dollars and Forty Cents ($2301.40), which said mortgage matured two years from the date thereof and contained a power of sale of the mortgaged property to be exercised by Vachel A. Downes, Jr., Attorney, the Assignee of said mortgage, for the purpose of foreclosure, upon default in the terms of said mortgage.

2. That default occured in the terms of said mortgage by reason of the non-payment of principal upon and after the date of maturity thereof.

3. That prior to the day of sale hereinafter mentioned, the subscriber filed with the Clerk of this Court, a bond duly approved by said Clerk given to the State of Maryland, executed by himself and the U. S. Fidelity and Guaranty Company as surety in the penal sum of Three Thousand Dollars ($3,000.00), containing the conditions required by law relative to the foreclosure of mortgages under the powers of sale contained therein, a certified copy of said bond being filed herein.

4. That thereafter the subscriber gave more than twenty (20) days previous notice of sale of the mortgaged property by advertisement of said sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publications thereof being filed with this report.

5. That pursuant to the advertised notice of sale, the subscriber did attend in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 23, 1959, at 1:30 o'clock P.M. (D.S.T.) and then and there proceeded to make sale of the property so advertised for sale, in the following manner: the advertisemtnt of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by the subscriber, the subscriber then proceeded to offer at public sale at the time and place above mentioned, to the highest bidder, by J. Elmer Anthony, Auctioneer, all of the real estate described in said advertisement of sale, which said real estate was offered subject to the operation, lien and effect of the first mortgage from Kenneth Augustus Duncan and Violet H. Duncan, his wife, to the Aurora Federal Savings & Loan Association, dated the 2nd day of July, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 29 folio 81, and after said Auctioneer had cried such sale for a considerable length of time, the subscriber, in execution of the power of sale contained in said mortgage, sold property so offered unto David M. Nichols and Olive J. Nichols, his with, as tenants by the entirety, they being then and there the highest bidders, therefore, at and for the sum of One Thousand Dollars ($1,000.00).

6. That said purchasers have complied with the terms of the sale as required by the advertisement thereof, and the subscriber verily believes that said purchasers will pay the balance of the aforesaid purchase price, with interest thereon, as set forth in said advertisement of sale, upon ratification of the sale by this court.

Respectfully submittes:

VACHEL A. DOWNES, JR., Atty
Vachel A. Downes, Jr., Attorney
Assignee

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

I HEREBY CERTIFY, that on this 30 day of June, 1959, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., Attorney, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale made by him as Assignee, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

Filed June 30, 1959

STATEMENT OF INDEBTEDNESS

Filed June 30, 1959

VACHEL A. DOWNES, JR., ATTORNEY Assignee vs. KENNETH AUGUSTUS DUNCAN AND VIOLET H. DUNCAN	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chy No. 4253

STATEMENT OF INDEBTEDNESS

PRINCIPAL OF MORTGAGE, dated the 2nd day of July, 1956,	$2301.40
INTEREST ON MORTGAGE, from July 2, 1956 to July 2, 1958	None
INTEREST ON MORTGAGE, from July 2, 1958 to August 23, 1959 (being sixty days after the date of sale by Art. 66, Sec 7A, 1951 Annotated Code of Md.	$ 157.56
Total due to Mortgagee	2458.96

RESPECTFULLY SUBMITTED:

VACHEL A. DOWNES JR. Attorney
Assignee

STATE OF MARYLAND
TO WIT:
County of Queen Anne's

I HEREBY CERTIFY, that on this 30 day of June, 1959, before me, the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., Attorney, Assignee, and he did take oath in due form of law that the matters and facts set forth in the aforegoing Statement Of Indebtedness are true and correct to the best of his knowledge, information and belief.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County

Filed June 30, 1959

ORDER NISI

Filed June 30, 1959

NISI

Vachel A. Downes, Jr., Attorney, Assignee	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
Kenneth Augustus Duncan and Violet H. Duncan	NO. 4253

ORDERED,,this 30th. day of June, 1959, that the sale of real estate made and reported in this cause by Vachel A. Downes, Jr., Attorney, Assignee, be ratified and confirmed, on or after the 31st. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 9th. day of July 1959, and ending on the 23rd. day of July 1959.

The report states the amount of sales to be $1,000.00.

T. SORDEN PIPPIN Clerk

Filed: June 30, 1959

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed July 16, 1959

ASSIGNEE'S SALE
OF
IMPROVED FEE SIMPLE
PROPERTY
ON KENT ISLAND
QUEEN ANNE'S COUNTY
MARYLAND

Under and by virtue of the power of sale contained in a second mortgage from Kenneth Augustus Duncan and Violet H. Duncan, his wife, to David M. Nichols, and Olive J. Nichols, his wife, dated the second day of July, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29, folio 84, default having occurred in the performance of the terms 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

TUESDAY, JUNE 23, 1959
At 1:30 O'clock P.M. (DST)

All the following Described real estate, to wit:

LOTS Numbered Seventeen (17) and Nineteen (19) of Block D, a shown upon a Plat entitled "FIRST REVISED EDITION OF THE SECOND SECTION OF KENT ISLAND ESTATES", prepared by J. B. Metcalfe, Registered Surveyor, dated January, 1951, and now of record among the Land Records of Queen Anne's County in Liber T.S.P. No.1, folio 191.

Being all the same lands contained in a deed from David M. Nichols and Olive J. Nichols, his wife, to Kenneth Augustus Duncan and Violet H. Duncan, his wife, dated the 2nd day of July, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29, folio 79.

Subject, nevertheless, to the operation, lien and effect of the first mortgage from Kenneth Augustus Duncan and Violet H. Duncan, his wife, to Aurora Federal Savings and Loan Association, dated the 2nd day of July, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 29, folio 81.

TERMS OF SALE

Ten (10%) percent of the purchase price in cash or certified check on day of sale and the balance, with interest at six (6%) percent, in cash within ten (10) days of ratification of sale by the Circuit Court for Queen Anne's County in Equity, or all cash on day of sale, at option of purchaser. State and County taxes to be adjucted to the day of sale, and all title papers, deeds of conveyance, revenue stamps and recordation costs to be at the purchasers expense.

VACHEL A. DOWNES, JR.,
Assignee

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 10, 1959

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale in the case of Kenneth Augustus Duncan and Violet H. Duncan, his wife, to David M. Nichols and Olive J. Nichols, his wife. 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 4 successive weeks before the 23rd day of June, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER was on the 28th day of May 1959, and the last insertion on the 18th day of June, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DEE N. LUFF

Filed July 16, 1959

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed September 25, 1959

NISI

Vachel A. Downes, Jr., Attorney
Assignee
vs.
Violet H. Duncan
Kenneth Augustus Duncan and

In The Circuit Court for
Queen Anne's County
Equity

No. 4253

ORDERED, this 30th day of June, 1959, that the sale of real estate made and reported in this cause by Vachel A. Downes, Jr., attorney, assignee, be ratified and confirmed, on or after the 31st day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 9th day of July, 1959, and ending on the 23rd day of July, 1959.

The report states the amount of sales to be $1,000.00.

T. SORDEN PIPPIN, Clerk

Filed: June 30, 1959
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 21, 1959

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Vachel A. Downes, Jr., Attorney Assignee VS. Violet H. Duncan, Kenneth Augustus Duncan 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 3 successive weeks before the 31st day of July, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of July 1959, and the last insertion on the 23rd day of July, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Sept. 25, 1959

FINAL ORDER OF RATIFICATION OF SALE

Filed September 25, 1959

FINAL ORDER OF
RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County in Equity, this 25th day of September 1959, that the sale made and reported by Vachel A. Downes, Jr., Attorney, Assignee, on the 30th day of June, 1959, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceeding Order Nisi; and the said Assignee is allowed the usual commissions under the rule of this Court and such proper expenses as he shall produce vouchers for to the auditor.

THOS J. KEATING JR.
Judge

Filed Sept, 25, 1959

REPORT AND ACCOUNT OF AUDITOR

Filed October 2, 1959

Vachel A. Downes, Jr.,
Attorney Assignee

vs.

Kenneth Agustus Duncan
and Violet H. Duncan

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

No. 4253

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. This account is stated at the request of Vachel A. Downes, Jr., Attorney Assignee (and vendor) in this second mortgage foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage. The mortgage deficiency appears to be in the sum of $1,824.54.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the advertising costs for publishing the notice of sale, the nisi of sale and the audit nisi, the vendor's share of 1959 taxes on the realty sold herein, the costs of recording the assignment of the mortgage, the fee of your auditor, and the vendor's fee and commissions for making the sale as provided in said mortgage; and the balance of said proceeds, your auditor has directed that they be paid to the Vendor as a partial payment on the mortgage indebtedness.

Respectfully submittes,

J THOS CLARK
Auditor

October 2, 1959

Cause No. 4253

The proceeds of the sale of real estate reported in this cause, in account with Vachel A. Downes, Jr., Attorney Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1959
Jun 23 By gross proceeds of the sale of land, per report of said vendor, to wit:..... $1,000.00

Dr.

To Vachel A. Downes, Jr., Attorney Assignee (and vendor), per terms of mortgage, to wit:
1-His fee for his services $35.00
2-His commissions for making sale.... 100.00 $135.00

To do., for an amount paid T. Sorden Pippin, Clerk, per receipt exhibited, to wit:
1-Costs of Clerk $28.00
2-Appearance fee of V. A. Downes, Jr., Attorney 10.00 38.00

To do., for an amount paid T. Sorden Pippin, Clerk, for recording assignment of mortgage, per receipt for same exhibited, to wit:..... .75

To do., for an amount due Turner & Turner, Agent, for the premium on the corporate surety bond filed in this cause, per statement for the same exhibited, to wit:..... 12.00

To do., for an amount due J. Elmer Anthony, auctioneer, for crying said sale, per statement for the same exhibited, to wit:... 25.00

To do., for an amount due Royden N. Powell, Jr., Treasurer, for 1959 State and County taxes on realty to date of sale, same being vendor's share, to wit:..... 50.83

To do., for amount due Queen Anne's Record-Observer, per statements exhibited, to wit:
1-Publishing notice of sale..... $55.00
2-Publishing nisi of sale..... 12.00 67.00

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 10.00

To J. Thomas Clark auditor, for stating this audit, the sum of 27.00

J THOS CLARK
Auditor

October

To Vachel A. Downes, Jr., Attorney Assignee, as a partiel payment on the indebtedness due under terms of the mortgage foreclosed herein in the sum of $2458.96, as per statement of indegtedness filed in this cause, the balance or the sum of 634.42

$1,000.00 $1,000.00

J THOS CLARK
Auditor

October 2, 1959
Filed Oct. 2, 1959

NISI RATIFICATION OF AUDIT

Filed October 2, 1959

NISI RATIFICATION OF AUDIT

Vachel A. Downes, Jr., Attorney, Assignee	In the Circuit Court
vs.	for Queen Anne's County
	In Equity
Kenneth Augustus Duncan and Violet H. Duncan	Cause No. 4253

ORDERED, This 2nd. day of October in the year nineteen hundred and fifty nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th. day of October, 1959; provided a copy of this order by published once a week in each of two successive weeks before the 22nd. day of October, 1959, in sone newspaper printed and published in Queen Anne's County.

T SORDEN PIPPIN Clerk

Filed October 2, 1959

CERTIFICATION OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed March 15, 1960

NISI RATIFICATION OF AUDIT

Vachel A. Downes, Jr.,
Attorney, Assignee
vs.
Kenneth Augustus Duncan and
Violet H. Duncan

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

Cause No. 4253

ORDERED, This 2nd day of October in the year nineteen hundred and fifty-nine, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of October, 1959; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of October, 1959, in some newspaper printed and published in Queen Anne's County.

Filed October 2, 1959

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Nd., March 14, 1960

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 Vachel A. Downes, Jr. vs. Kenneth Augustus Duncan and Violet H. Duncan 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 2 successive weeks before the 22 day of October, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of October 1959, and the last insertion of the 15th day of October, 1959

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By GAIL SCHAFFER

Filed March 15, .960

FINAL RATIFICATION OF AUDIT

Filed March 15, 1960

VACHEL A. DOWNES, JR., Attorney
Assignee

vs.

KENNETH AUSUSTUS DUNCAN
VIOLET H. DUNCAN

IN THE CIRCUIT COURT FOR

QUEEN ANNEIS COUNTY

IN EQUITY NO. 4253

****

FINAL RATIFICATION OF AUDIT

ORDERED this 15th day of March, 1960, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the within and aforegoing Account and Report 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, and Vachel A. Downes, Jr., Attorney, Assignee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS J KEATING JR.
Judge

Filed March 15, 1960

::::::::::::::::::::::::::::::::::::
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 this Fourth day of June, in the year nineteen hundred and fifty-nine, the following Report of Tax Sales was filed for record, to wit:-

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1959	* * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4254

* * * * * * * * * * * *

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Tax Sales made by Charles E. Anthony, Sr., Treasurer for Queen Anne's County, unto your Honors, respectfully represents:

1. That in the annual levy made by the County Commissioners of Queen Anne's County for the years 1957 and 1958, there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels, of real estate all situate in certain designated districts in Queen Anne's County. The respective persons against whom and the respective parcels against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of Charles E. Anthony, Sr., Treasurer for Queen Anne's County, for collection.

2. That as to the properties hereinafter set forth respectively, the taxes due thereon were not paid by January 1st, 1959.

3. That Charles E. Anthony, Sr., Treasurer, caused to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the first day of March, a list of all delinquents, together with the amount of taxes for which they were respectively in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment, on or before the 10th day of April, 1959, the same would be collected by process of law.

4. That the said County Treasurer did cause to be mailed to each of said delinquents at the address shown on the County assessment ledgers between the 15th day of March and the first day of April an account of his taxes, which were in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of all taxes, together with all interest and costs accrued thereon to date of payment on or before the 10th day of April, 1959 the same would be collected by process of law.

5. That the said County Treasurer did cause to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, for three successive weeks prior to the third Tuesday in May, a list of all delinquents assessed with real estate, giving the names of the persons assessed, a brief description of the property and the district of its location, together with the amount of taxes in arrears thereon, including all taxes on personalty in arrears, by the owner of the real estate, with a notice appended that if said taxes, together with all interest, costs, expenses and commissions occured and to accrue were not paid before the 3rd Tuesday in May, 1959, the Treasurer would proceed at 10:00 o'clock, A.M. on that day, at the Court House in said County, to offer said property for sale to the highest bidder for cash. A Certificate of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described, did proceed to sell on May 19, 1959 at 10:00 A.M. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by J. Elmer Anthony, Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the pro-rata cost of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees and expenses incident to said sale, and the person to whom and at what price each of said several properties were respectively sold.

FIRST DISTRICT

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located between Barclay and Sudlersville, adjoining the lands of or formerly of Oliver Richardson. Assessed value $200.00 assessed to John H. Dickerson Heirs for $3.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.99
Interest	.16
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
Advertising	7.75
	$27.90
5% Treasurer's Commission	1.40
	$29.30

The Property was sold to William E. Winchester, at and for the sum of $80.00, be being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located on the Sudlersville-Busic School road, adjoining the lands of (or formerly of) George E . Crisfield. Conatining two lots and a house, assessed at $495.00, assessed to Casper L. Newcomb for $19.73 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$19.73
Interest	1.39
Attorney	10.00
Auctioneer	5.00
Advertising	9.25
Notary Public	1.00
	$46.37
5% Treasurer's Commission	2.32
	$48.69

The Property was sold to Clifford W. Weaver, 7169 Buist Avenue, Philadelphia, Pennsylvania, at and for the sum of $300.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Shanks Corner, adjoining the lands of (or formerly of) Lewis Hay. Containing 50 acres of land, and a house and other buildings, assessed at $2,275.00, assessed to Barbara Tehol for $85.54 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 85.54
Interest	5.83
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$116.62
5% Treasurer's Commission	5.83
	$122.45

The property was sold to John A. Scheibel, at and for the sum of $2,100.00, he being then and there the gighest bidder therefor.

SECOND DISTRICT

All that lot or parcel of land, lying and being in the Second Election District of Queen Anne's County, Maryland, located on the Price-Roberts Road, adjoining the lands of (or formerly of) Howard Stant. Containing 12 acres of woodland, assessed at $120.00, assessed to Mary Jane Mackey Heirs for $2.39 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 2.39
Interest	.09
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 26.23
5% Treasurer's Commission	1.31
	$ 27.54

The prope ty was sold to Michael Revyuk and Elizabeth Revyuk, at and for the sum of $80.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located on the Rolph's Wharf Road, adjoining the lands of (or formerly of) Walter Haddaway. Containing three acres of land, and a House and other buildings; assessed at $2,575.00; assessed to James W. and Mattie Reynolds for $55.36 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 55.36
Interest	2.21
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 81.32
5% Treasurer's Commission	4.07
	$ 85.39

The property was sold to Hackett Turner, at and for the sum of $260.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located near Ingleside, adjoining the lands of (or formerly of) William A. Rochester. Containing a lot assessed at $100.00; assessed to Qrthur & Amahala Rochester Estate for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 1.99
Interest	.08
Attorney	10.00
advertising	7.75

Auctioneer	$ 5.00
Notary Public	1.00
	$ 25.82
5% Treasurer's Commission	1.29
	$ 27.11

The property was sold to Michael & Elizabeth Revyuk, at and for the sum of $30.00, they being then and there the highest bidders therefor.

THIRD DISTRICT

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Spaniards Neck, adjoining the lands of or formerly of John Leekley. Containing two acres of land and assessed at $100.00; assessed to Risdon & Charles Conyer for $5.94 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 5.94
Interest	.24
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 29.93
5% Treasurer's Commission	1.50
	$ 31.43

The property was sold to John Leekley, at and for the sum of $75.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on Stafford Road toward Starr, adjoining the lands of (or formerly of) J. Lawrence Wood. Containing 25 acres of woodland assessed at $250.00; assessed to Elizabeth T. Holliday for $4.99 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 4.99
Interest	.20
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 28.94
5% Treasurer's Commission	1.45
	$ 30.39

The property was sold to Michael and Elizabeth Revyuk, at and for the sum of $360.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Spaniard's Neck, adjoining the lands of (or formerly of) John Leekley. Containing two acres of land, and assessed at $100.00; assessed to Isabela Williams Heirs for $5.94 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 5.94
Interest	.24
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 29.93
5% Treasurer's Commission	1.50
	$ 31.43

The property was sold to John Leekley, at and for the sum of $110.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on the Burrisville-Bookers Wharf Road, adjoining the lands of (or formerly of) William Blake. Containing two acres of land, and assessed at $100.00; assessed to Sallie Wright Heirs for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 1.99
Interest	.08
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 25.82
5% Treasurer's Commission	1.29
	$ 27.11

The property was sold to Albert Deaton, R. F. D. No. 2, Centreville, Maryland, at and for the sum of $95.00, he being then and there the highest bidder therefor.

FOURTH DISTRICT

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Matapeake Ferry Road, adjoining the lands of (or formerly of) James T. Brown. Containing a lot assessed at $100.00; assessed to Dennis & Troy Crosby for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.98
Interest	.28
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 29.51
5% Treasurer's Commission	1.48
	$ 30.99

The property was sold to Oscar M. and Florence F. Legg, at and for the sum of $34.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the Stevensville-Love Point Road, adjoining the lands of or formerly of Ardina Gray. Containing 1 and 1/2 acres of land and assessed at $150.00; assessed to Ernest W. Hadrick for $2.99 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 2.99
Interest	.12
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 26.86
5% Treasurer's Commission	1.34
	$ 28.20

The property was sold to Clinton Spence, Stevensville, Maryland, at and for the sum of $34.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Courseyville, adjoining the lands of (or formerly of) Willard Jones. Containing a lot and house assessed at $625.00; assessed to Nelson Johnson Heirs for $12.45 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 12.45
Interest	.50
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 36.70
5% Treasurer's Commission	1.84
	$ 38.54

The property was sold to George and Lucy Urie, Rock Hall, Maryland, at and for the sum of $170.00, they being then and there the highest bidders therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Dominion, adjoining the lands of (or formerly of) Edgar Jones. Containing two lots and a house assessed at $1,775.00; assessed to Ethel Jones for $70.74 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 70.74
Interest	4.96
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$100.95
5% Treasurer's Commission	5.05
	$106.00

The property was sold to Linwood Yates at and for the sum of $320.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Fredericktown, adjoining the lands of (or formerly of) Harriett Fisher. Containing a lot and house assessed at $450.00; assessed to Otha Pierce for $8.97 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 8.97
Interest	.36
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 33.08
5% Treasurer's Commission	1.65
	$ 34.73

The property was sold to Edwin Crouch at and for the sum of $45.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Kent Island Estates, consisting of Lot No. 23 & 25 Block H, Third Section. Containing two lots assessed at $500.00; assessed to Robert L. & Elaine M. Robinson for $19.92 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 19.92
Interest	1.40
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 46.57
5% Treasurer's Commission	2.33
	$ 48.90

The property was sold to Charles K. Bryan, at and for the sum of $145.00, he being then and there the highest bidder therefor.

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Kent Island Estates. Consisting of Lot 20, Block E., First Section; assessed at $750.00; assessed to Willard C. Smith for $14.95 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes	$ 14.95
Interest	.60
Attorney	10.00
Advertising	7.75
Auctioneer	5.00
Notary Public	1.00
	$ 39.30
5% Treasurer's Commission	1.97
	$ 41.27

The property was sold to Vachel Downes, Jr.,at and for the sum of $360.00, he being then and there the highest bidder therefor.

FIFTH DISTRICT

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located at Scott Town, adjoining the lands of (or formerly of) Elizabeth Holliday. Containing a lot and assessed at $100.00; assessed to Carl & Louise Stewart for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.98
Interest	.28
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 29.51
5% Treasurer's Commission	1.48
	$ 30.99

The property was sold to Joseph W. Rhyans at and for the sum of $37.00, he being then and there the highest bidder therefor.

SEVENTH DISTRICT

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on the Millington-Sudlersville Road, adjoining the lands of (or formerly of) Mary E. Anthony. Containing a lot assessed at $100.00;assessed to John Wesley Thompson, for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 3.98
Interest	.28
Attorney	10.00
Advertising	9.25
Auctioneer	5.00
Notary Public	1.00
	$ 29.51
5% Treasurer's Commission	1.48
	$ 30.99

The property was sold to Michael and Elizabeth Revyuk, at and for the sum of $40.00, they being then and there the highest bidders therefor.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted,

CHARLES E. ANTHONY SR.
Charles E. Anthony, Sr.
Treasurer for Queen Anne's County

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

I HEREBY CERTIFY that on this 2nd day of June, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles E. Anthony, Sr., Treasurer of Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Tax Sales are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

HELEN E. PARDEE
Notary Public

Filed June 4, 1959

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305,applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 1956, 1957 and 1958, there will be added to each of the following amounts interest, fees and costs.

Unless payment be made in full of said taxes together with all interest and costs accrued thereon before the third Tuesday in May of 1959, to wit:

TUESDAY
MAY 19, 1959
the said County Treasurer
for Queen Anne's County
will proceed at

10 o'clock A.M. (D.S.T.)

ON THAT DAY at the COURT HOUSE in CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND, to offer for sale, to the highest bidder, For Cash, all of said property upon which taxes, interest, costs, fees or expenses are in arrears, and shall continue said sale on each day thereafter, legal holidays excepted,from 10 A.M. until 3 P.M., until all of said property shall have been offered and disposed of.

The said COUNTY TREASURER shall be entitled to receive a commission of five per centum on the amount of all sales made by him in pursuance of the provision of said Act, to be computed and charged as part of the expenses of such sales, and if before sale but after advertisement, the taxes, interest, and expenses chargeable to any property are paid, then the said COUNTY TREASURER shall be entitled to receive a commission of two per cent on the amount of such taxes, interest and costs as a part of the cost of collecting same.

The names of the person or persons to whom the respective parcels or lots of land and improvement, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows:

INTEREST, COSTS, FEES AND EXPENSES TO BE ADDED.

FIRST DISTRICT

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Barclay-Sudlersville road, adjoining the lands of (or formerly of) Oliver Richardson, containing lot. Assessed value $200 assessed to John H. Dickerson Heirs for $3.99 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Ingleside-Barclay road, adjoining the lands of (or formerly of) Stanley Morris, containing lot, land, and house. Assessed balue $3300, assessed to William, Jr., and Mary C. Melvin for $140.75 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Sudlersville Busic School road, adjoining the lands of (or formerly of) George E. Crisfield, containing two lots and house. Assessed value $495, assessed to Casper L. Newcomb for $19.73 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Shanks Corner, adjoining the lands of (or formerly of) Lewis Hay, containing 40 acres of land, and house and other buildings. Assessed value $2275, assessed to Barbara Tehol for $85.54 taxes in arrears plus interest, costs and expenses to day of sale.

SECOND DISTRICT

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Price-Roberts road, adjoining the lands of (or formerly of) Howard Stant, containing 12 acres of woodland. Assessed value $120, assessed to Mary Jane Mackey Heirs for $2.39 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Rolph's Wharf road, adjoining the lands of (or formerly of) Walter Haddaway, containing 3 acres of land, and house and other buildings. Assessed value $2575, assessed to James W. and Mattie Reynolds for $55.36 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located near Ingleside, adjoining the lands of (or formerly of) Wm. A. Rochester, containing lot. Assessed value $100, assessed to Arthur and Amahala Rochester Estate for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Newtown, adjoining the lands of (or formerly of) Estella Griffin, containing lot and house. Assessed value $850, assessed to Walter Tilghman for $14.95 taxes in arrears plus interest, costs and expenses to day of sale.

THIRD DISTRICT

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Spaniards Neck, adjoining the lands of (or formerly of) John Leekley, containing 2 acres of land. Assessed value $100, assessed to Risdon and Charles Conyer for $5.94 taxes in arrears plus interest, costs and expenses of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Starr-Willoughby road, adjoining the lands of (or formerly of) Samuel White, containing lot and house. Assessed value $370, assessed to Thomas Henry Dennis for $5.58 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on Stafford road toward Starr, adjoining the lands of (or formerly of) J. Lawrence Wood, containing 25 acres woodland. Assessed value $250, assessed to Elizabeth T. Holliday for $4.99 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Spaniard's Neck, adjoining the lands of (or formerly of) John Leekley, containing 2 acres of land. Assessed value $100, assessed to Isabela Williams for $5.94 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Burrisville-Bookers Wharf road, adjoining the lands of (or formerly of) William Blake, containing 2 acres of land. Assessed value $100, assessed to Sallie Wright Heirs for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

FOURTH DISTRICT

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Matapeake Ferry road, adjoining the lands of (or formerly of) James T. Brown, containing lot. Assessed value $100, assessed to Dennis and Troy Crosby for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Stevensville-Love Point road, adjoining the lands of (or formerly of) Ardina Gray, containing 1½ acres of land. Assessed value $150, assessed to Ernest W. Hadrick for $2.99 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Love Point road, adjoining the

lands of (or formerly of) Maggie E. Legg, containing 1/2 acre of land and cottage. Assessed value $200, assessed to Clara Harris Heirs for $3.99 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Love Point road, adjoining the lands of (or formerly of) David M. Nichols, containing lot. Assessed to Hester Harris for $1.99 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Piney Landing Road, adjoining the lands of Harvey McQuay, containing lot and tavern. Assessed value $4750, assessed to Albert C. Jeffries, Baxter H. Ashley and Barnie Brandwein for $94.65 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Courseyville, adjoining the lands of (or formerly of) Willard Jones, containing lot and house. Assessed $625, assessed to Nelson Johnson Heirs for $12.45 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Dominion, adjoining the lands of (or formerly of) Edgar Jones, containing 2 lots and house. Assessed value $1775, assessed to Ethel Jones for $70.74 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Fredericktown, adjoining the lands of (or formerly of) Harriett Fisher, containing lot and house. Assessed value $450, assessed to Otha Pierce for $8.97 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates, consisting of Lots 23 and 25, Block H. Assessed value $500, assessed to Robert L. and Elaine M. Robinson for $19.92 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates, consisting of Lot 20, Block E. Assessed value $750, assessed to Willard C. Smith for $14.95 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot parcel of land lying and being in the Fourth Election District of Queen Anne's County, located in Dominion, adjoining the lands of (or formerly of) Ethel Jones, containing lot and house. Assessed value $525, assessed to John and Jennie Thompson for $10.46 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cox's Neck road, adjoining the lands of (or formerly of) Jacob and Mary Brown, containing lot and cottage. Assessed value $800.00, assessed to Margaret White for $15.94 taxes in arrears plus interest, costs and expenses to day of sale.

FIFTH DISTRICT

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Perry's Corner, adjoining the lands of (or formerly of) James T. Carter, containing lot. Assessed value $100, assessed to Susan Callahan Heirs for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Bloomingdale road, adjoining the lands of (or formerly of) Ralph Whaley, containing lot and house. Assessed value $450, assessed to Charles Conyer for $8.97 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election

District of Queen Anne's County, Maryland, located near Scott Town Lane, adjoining the lands of (or formerly of) James Watkins, containing 2 acres of land./ Assessed value $100, assessed to James and Irene Gibbs for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Chester Narrows, adjoining the lands of (or formerly of Roxanna Wharton, containing lot. Assessed value $350, assessed to Lloyd and Emma Price for $6.98 taxes in arrears plus interest, costs and expenses to say of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Carmichael-Wye Mills road, adjoining the lands of (or formerly of) Elva Gleaves, containing 6 acres of land. Assessed value $200, assessed to Linwood Single for $28.97 taxes in arrears plus interest, costs and expenses to say of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Scott Town, adjoining the lands of (or formerly of) Elizabeth Holliday, containing lot. Assessed value $100, assessed to Carl and Louise Stewart for $3.98 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Old Queenstown-Grasonville road, adjoining the lands of (or formerly of) Alethia Stiles and Daisey Starkey, containing 2 lots. Assessed value $200, assessed to Benjamin W. and Catherine E. Washington for $11.94 taxes in arrears plus interest, costs and expenses to day of sale.

SIXTH DISTRICT

All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Ruthsburg-Starr road, adjoining the lands of (or formerly of) William D. Foster, containing lot and cabin. Assessed value $350, assessed to Jacob O. and Ruth V. Wright for $6.98 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Starr-Queen Anne Road, adjoining the lands of (or formerly of) Harrison Bowser, containing 6 acres of land, more or less and house. Assessed value $1225, assessed to George M. Wilson Estate for balance of taxes due $33.88 in arrears plus interest, costs and expenses to day of sale.

SEVENTH DISTRICT

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Millington-Sudlersville road, adjoining the lands of (or formerly of) Mary E. Anthony, containing lot. Assessed value $100, assessed to John Wesley Thompson for $3.96 taxes in arrears plus interest, costs and expenses to day of sale.

CHARLES E. ANTHONY, SR.
Treasurer for
Queen Anne's County

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed June 4, 1959

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 3, 1959

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Tax Sales Notice in the case of ----- 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 3 successive weeks before the 19th day of May, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of April 1959, and the last insertion on the 14th day of May, 1959.

THE QUEEN ANNE'S RECORD AND

OBSERVER PUBLISHING COMPANY

By DEE N. LUFF

Filed June 4, 1959

ORDER NISI

Filed July 1, 1959

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1959 * IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

In Equity No. 4254

* * * * * * * * * * *

ORDERED, this 1st day of July 1959, by the Circuit Court for Queen Anne's County, in Equity, that the tax sales made and reported in this cause by Charles E. Anthony, Sr., Treasurer of Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 1st day of September, 1959, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks commencing on the 9th day of July, 1959, and ending on the 30th day of July, 1959.

And the report states the amount of sales to be $4,675.00.

THOS J. KEATING JR

Judge

Filed: July 1, 1959

CIRTIFICATE OF PUBLICATION OF ORDER OF NISI

Filed March 31, 1960

In The Matter of The
TAX SALES
In Queen Anne's County, Maryland
For The Year 1959

In The Circuit Court For
Queen Anne's County

In Equity No. 4254

ORDERED, this 1st day of July, 1959, by the Circuit Court for Queen Anne's County, in Equity, that the tax sales made and reported in this cause by Charles E.Anthony, Sr., Treasurer of Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 1st day of September, 1959, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published inQueen Anne's County, Maryland, once a week for four successive weeks commencing on the 9th day of July, 1959, and ending on the 30th day of July, 1959.

And the report states the amount of sales to be $4,675.00.

THOS. J. KEATING, JR.
Judge

Filed: July 1, 1959
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 30, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the matter of the Tax Sales in Queen Anne's County, Md. for 1959 in the Equity No. 4254 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 4 successive weeks before the 1st day of September, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of July, 1959 and the last insertion on the 30th day of July, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed March 31, 1960

FINAL ORDER OF RATIFICATION

Filed March 31, 1960

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1959	* * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4254

****

ORDERED this 31st day of March, 1960, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the following tax sales made on the 19th day of May, 1959, and reported to this Court by Charles E. Anthony, Sr., Treasurer for Queen Anne's County, Maryland, on the 4th day of June, 1959, of the properties therein described in said report of sales as assessed to the following parties and in the following Election Districts of Queen Anne's County, as follows, to wit:

John H. Dickerson Heirs - First Election District
Casper L. Newcomb - First Election District
Barbara Tehol - First Election District
Mary Jane Mackey Heirs - Second Election District
James W. and Mattie Reynolds - Second Election District
Arthur & Amahal Rochester Estate - Second Election District
Risdon & Charles Conyer - Third Election District
Elizabeth T. Holliday - Third Election District
Isabela Williams Heirs - Third Election District
Sallie Wright Heirs - Third Election District
Dennis & Troy Crosby - Fourth Election District
Ernest W. Hadrick - Fourth Election District
Nelson Johnson Heirs - Fourth Election District
Ethel Jones - Fourth Election District
Otha Pierce - Fourth Election District
Robert L. & Elaine M. Robinson - Fourth Election District
Willard C. Smith - Fourth Election District
Carl & Louise Stewart - Fifth Election District
John Wesley Thompson - Seventh Election District

reported sold in these proveedings on account of taxes in arrears BE AND THE SAME ARE HEREBY FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although notice appears to have been given as provided by the ORDER NISI passed in these proveedings on the 1st day of July, 1959, a Certificate of Publication of said ORDER NISI being filed in this cause showing publication thereof in accordance with said order.

THOS J. KEATING JR
JUDGE

Filed March 31, 1960

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fifteenth day of January in the year nineteen hundred and Sixty, the following Order To Docket Case was filed for record, to wit:-

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
MARGUERITE H. GAMELL	:	(In Equity)

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Marguerite H. Gamell to Baltimore Federal Savings and Loan Association, dated August 18th, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17 folio 469.

WALTER S. CALWELL
Walter S. Calwell, Attorney Named in Mortgage
Baltimore Federal Building,
Baltimore, 2, Maryland

Lex 9-6841

Filed Jan. 15, 1960

PLAINTIFF'S EXHIBIT "A"

Filed Jan. 15, 1960

#34,925 LIBER 17 PAGE 469 LIBER 863 PAGE 576
RECEIVED FOR RECORD Aug. 24, 1954

City and County Form.

THIS MORTGAGE, Made this 18th day of August, in the year one thousand, nine hundred and fifty-four, between MARGUERITE H. GAMELL, of Queen Anne's County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TEN THOUSAND NINE HUNDRED AND FIFTY ($10,950.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five percent (5%) per annum in the manner following:

By the payment of Seventy-two and 27/100ths ($72.27) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and thesaid installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgate having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all those two (2) lot(s) of ground situate and lying in Crab Alley Neck on Kent Island in 4th Election District of Queen Anne's County and in the Third Election District of Anne Arundel County, in said State, and described as follows:

THE FIRST THEREOF being known and designated as Lot Numbered Forty-one (41) upon the survey plat entitled "Marling Farms Section #1 and subdivision thereof" and recorded in Liber T.S.P. No. 7 folio 4, a Land Record Book for Queen Anne's County aforesaid, and filed in Liber T.S.P. No. 1, a Plat Book for Queen Anne's County aforesaid.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto was granted and conveyed by Francis J. Mueller to the herein named Mortgagor.

THE SECOND THEREOF beginning on the northeast right-of-way line of Ritchie Highway at a point south twenty-seven degrees eighteen minutes east one hundred four and thirty-six one-hundredths feet from the beginning of the first line mentioned and referred to in the description of the property described in a Deed dated June 8, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 281

folio 182 from Anna L. Kleis and husband to Joseph A. Kleis and Audrey M. Kleis, his wife, and running thence binding thereon south twenty-seven degrees eighteen minutes east one hundred four and thirty-six one-hundredths feet to the end thereof and to the beginning of the second line thereof running thence and binding on the second line thereof north fifty-eight degrees no minutes east two hundred and nine feet to the end thereof and to the beginning of the third line thereof and running thence and binding on said third line north twenty-seven degrees eighteen minutes west one hundred four and thirty-six one-hundredths feet and running thence south fifty-eight degrees no minutes west two hundred and nine feet to the place of beginning. Containing one-half of an acre more or less.

BEING a portion of all the property which by Deed dated May 16, 1953 and recorded among the Land Records of Qnne Arundel County in Liber J.H.H. No. 776 folio 320 was granted and conveyed by John Brockenbrough Fox to Marguerite H. Rinehart, the said Marguerite H. Rinehart having since intermarried with Christ G. Gamell. See also Ante-Nuptial Agreement by and between the said Marguerite H. Gamell (then Rhiehart) and Christ G. Gamell dated August 25, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. No. 780 folio 318.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945 or any supplement thereto.

Together with the improvements thereof and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium of premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premuims for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, provided that six months' advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%)

of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred-- Dollars and a commission to the party making the 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; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS: _____ (SEAL)

MARGUERITE H. GAMELL (SEAL)
Marguerite H. Gamell

JOHN C. EVELIUS
John C. Evelius

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of August, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Marguerite H. Gamell, the herein named Mortgagor, and she acknowledged the aforegoing mortgage to be her act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, 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 also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

JOHN C. EVELIUS
John C. Evelius Notary Public

Recorded- 16 Sept., 1954, at 1 P.M.

MILITARY AFFIDAVIT

Filed Jan. 15, 1960

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of January 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant Marguerite H. Gamell against whom foreclosure proceedings were instituted is not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's source of information was the family of the Defendant

WALTER S. CALWELL
Walter S. Calwell

CLARA M. LINK
Clara M. Link - Notary Public

NOTARY
PUBLIC
SEAL

Filed Jan. 15, 1960

STATEMENT OF MORTGAGE DEBT

Filed Feb. 19, 1960

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

MARGUERITE H. GAMELL

IN THE

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and loan Association under the mortgage from Marguerite H. Gamell to Baltimore Federal Savings and Loan Association dated the 18th day of August 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17 Folio 469.

Amount of Mortgage	$10,950.00
Less - amount paid on principal	4,241.46
	6,708.54
Plus - interest to 2/23/60	189.09
	6,897.63
Less - balance in expense account	202.17
	6,695.46

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 18th day of February in the year nineteen hundred and sixty before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

NOTARY
PUBLIC
SEAL

CLARA M. LINK
Clara M. Link Notary Public

Filed Feb. 19, 1960

CERTIFIED COPY OF BOND

Filed Feb. 19, 1960

Queen Anne's County, to wit: Be it remembered that on this Nineteenth day of February in the year nineteen hundred and sixty, the following Bond was filed record, to wit:-

Attorney's Bond.

NEW AMSTERDAM CASUALTY COMPANY

300010

227 St. Paul Street
Baltimore, Md.

60 John Street
New York, N.Y.

KNOW ALL MEN BY THESE PRESENTS:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND, SEVEN HUNDRED AND 00/100 ($6,700.00) 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 our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of February in the year nineteen hundred and sixty.

WHEREAS, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Marguerite H. Gamell to the Baltimore Federal Savings & Loan Association bearing date the 18th day of August nineteen hundred and fifty-four and recorded among the Land Records of Queen Annes County, in Liber T.S.P. No. 17, Folio 469, and is about to sell the land and premises described in said Mortgage Lot 41 Marling Farms-Queen Annes Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW the CONDITIONS of this OBLIGATION are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the 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

WALTER S. CALWELL (SEAL)
Walter S. Calwell

CLARA M. LINK
As to Surety:

_____ (SEAL)

_____ (SEAL)

M. S. KRAUS
M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R. H. NICHOLS
R. H. Nichols Attorney-in-Fact

Corporate
Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Feb 19, 1960

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney is attached to the aforegoing Bond.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 385, 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 19th day of February in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed Feb. 26, 1960

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
MARGUERITE H. GAMELL	:	(In Equity)

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 18th, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17 folio 469 from said Marguerite H. Gamell to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Queen Anne's Record-Observer" a newspaper published in Queen Anne's County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 23rd day of February 1960 at two P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Queen Anne's County being known and designated as Lot Numbered 41 upon the survey plat entitled "Marling Farms Section #1 and Subdivision thereof" and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 7 folio 4 and filed in Plat Book Liber T.S.P. No. 1, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Sixty-five Hundred ($6500.00) Dollars, said purchaser being then and there the highest bidder.

WALTER S CALWELL
Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of February, 1960 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

NOTARY
PLACE
SEAL

CLARA M. LINK
Clara M. Link, Notary Public

Filed Feb. 26, 1960

ADVERTISEMENT OF SALE

Filed Feb. 26, 1960

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

ATTORNEY'S SALE
of
VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Marguerite H. Gamell to Baltimore Federal Savings and Loan Association, dated August 18th, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17, folio 469 (default having occurred thereunder), the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, FEBRUARY 23rd, 1960

at two P. M.

all that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County, Maryland, at Marling Farms, on the easterly side of Bayside Drive southerly from Queen Anne's Drive, having a frontage of 100 feet with an even depth of 145 feet, in Crab Alley Neck on Kent Island, and described as follows:- Being known and designated as Lot No. 41 upon the survey plat entitled "Marling Farms Section #1 and Subdivision thereof" and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 7, folio 4 and filed in Liber T.S.P. No.1.

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

The improvements consist of a one story asbestos shingle dwelling, containing 7 rooms, 1 bath, radiant heat.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County, and to bear interest from date of sale to settlement. Taxes and all other public charges, if any, to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage

W. J. Barcus, Jr., Auctioneer

Filed Feb. 26, 1960

ORDER NISI ON SALE

Filed Feb. 26, 1960

WALTER S. CALWELL, Attorney named in Mortgage,	)	IN THE CIRCUIT COURT FOR
vs.	)	QUEEN ANNE'S COUNTY
MARGUERITE H. GAMELL.	)	IN Cause No. 4293

ORDER NISI ON SALE

ORDERED, this 26th day of February, 1960, that the sale of the real,

property, made and reported in this cause by Walter S. Calwell, Attorney named in Mortgage be ratified and confirmed, on or after the 28th day of March, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 21st day of March, 1960.

The report states the amount of sales to be $6500.00.

T. SORDEN PIPPIN Clerk

Filed: Bef. 26, 1960

CERTIFICATE OF PUBLICATION OF
ORDER NISI OF SALE

Filed April 7, 1960

WALTER S. CALWELL
Attorney named in Mortgage,
vs.

MARGUERITE H. GAMELL

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

Cause No. 4293

ORDER NISI ON SALE

ORDERED, this 26th day of February, 1960, that the sale of the real property, made and reported in this cause by Walter S. Calwell, Attorney named in Mortgage, be ratified and confirmed, on or after the 28th day of March, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be instrted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 21st day of March, 1960.

The report states the amount of sales to be $6500.00.
Filed Feb. 26, 1960.

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 6,1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi On Sale in the estate of Walter S. Calwell vs. Marguerite H. Gamell 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 3 successive weeks before the 21st day of March, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of March 1960, and the last insertion on the 17th day of March, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By GAIL SCHAEFFER

Filed April 7, 1960

ORDER OF COURT

Filed April 8, 1960

WALTER S. CALWELL, Attorney Named in Mortgage	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	)	SITTING IN EQUITY
MARGUERITE H. GAMELL	)	Cause No. 4293

ORDERED, By the Circuit Court for Queen Anne's County, this 8th. day of April, 1960 that the sale made by Walter S. Calwell, Attorney Named in the Mortgage for the sale of the Real Estate described in the proceedings in the above entitled cause, and reported by said Attorney to this Court on the 26th day of February, 1960, 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 that the Attorney Named in Mortgage be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

THOS J KEATING JR

Filed April 8, 1960

REPORT AND ACCOUNT OF AUDITOR

Filed May 3, 1960

Walter S. Calwell,
Attorney Named in Mortgage

vs.

Marguerite H. Gamell

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

No. 4293

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Walter S. Calwell, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of $1,003.74.

2. That in the within account, the vendor is charged with the proceeds of sale and interest which accrued on the unpaid balance of the purchase price;and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be published as to this account, the vendor's share of 1960 state and county taxes on the realty sold herein, his notary costs, one half of the state and federal stamps for the deed of conveyance, his commissions for making sale in accordance with the terms of the mortgage, as well as, his fee for his services provided in said mortgage, and the fee of your auditor for stating this account; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

May 3, 1960

Cause No. 4293

The proceeds of the sale of real estate reported in this cause, in account with Walter S. Calwell, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1960		
Feb. 23	By proceeds of the sale of land, per report of said vendor, to wit:.....	$6,500.00
	By interest on unpaid balance of purchase money from Feb. 23, 1960 to April 9, 1960, at legal rate, per statement of vendor, to wit:.....	48.85
	By gross proceeds for said sale, to wit:.....	$6,548.85

Dr.

To Walter S. Calwell, Attorney named in mortgage,(and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services.....	$100.00	
2-His commissions for making sale....	477.44	$577.44
To do., for an amount due T. Sorden Pippin, Clerk, for court costs of this cause, per statement of Clerk's exhibited, to wit:		
1- Costs of T.Sorden Pippin,Clerk....	$28.00	
2-Appearance fee of W. S. Calwell, Attorney.....	10.00	38.00
To do., for an amount paid Gorges & Co.,Inc., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:.....		26.80
To do., for an amount paid W. J. Barcus, Jr., auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:.....		35.00

To do., for an amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:
1-Costs of publishing advertisement of sale.....$71.50
2-Costs of publishing nisi of sale.... 12.00 83.50

To do., for an amount paid E. T. Newell & Co, Inc., for advertising sale in the Baltimore Sun, per its receipt for the same exhibited, to wit:..... 12.85

To do., for an amount paid for notary fees per this proceeding, per statement of vendor exhibited, to wit:..... 1.25

May 3, 1960 J THOMAS CLARK
Auditor

To do., for an allowance due by Vendor on 1960 State and County taxes on realty sold herein from Jan. 1, to Feb. 23, 1960, per advertisement of sale and statement of Vendor, to wit:..... 20.14

To do., for an allowance due Vendor for one half of federal and state stamps for deed of conveyance, per statement of vendor, to wit:..... 7.15

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of 10.00

To J. Thomas Clark auditor, for stating this audit, the sum of 45.00

To Baltimore Federal Savings and Loan Association, as a partial payment on the indebtedness due under terms of the mortgage in the sum of $6695.46, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of ... 5691.72

$6548.85 $6,548.85

May 3, 1960 J THOMAS CLARK
Auditor

Filed May 3, 1960

NISI RATIFICATION OF AUDIT

Filed May 3, 1960

NISI RATIFICATION OF AUDIT

Walter S. Calwell, Attorney Named in Mortgage	In the Circuit Court
vs.	for Queen Anne's County
Marguerite H. Gamell	In Equity
	Cause No. 4293

ORDERED, this 3rd day of May, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th day of May, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 13th day of May, 1960.

T. SORDEN PIPPIN Clerk

Filed May 3, 1960

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed June 10, 1960

NISI RATIFICATION OF AUDIT

Walter S. Calwell,
Attorney Named in Mortgage
VS.

Marguerite H. Gamell
in the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4293

ORDERED, this 3rd day of May, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th day of May, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County Maryland, one in each of two successive weeks before the 13th day of May, 1960.

T. SORDEN PIPPIN, Clerk
Filed May 3, 1960
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 10, 1960

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 Walter S. Calwell, Atty. Named in Mortgage Vs. Marguerite H. Gamell Cause No. 4293 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published it Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 13th day of May, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of May 1960, and the last insertion on the 12th day of May 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E A DADDS

Filed June 10, 1960

ORDER RATIFYING AUDIT

Filed June 13, 1960

Walter S. Calwell, Attorney etc
vs.
Marguerite H. Gamell

In The Circuit Court For
Queen Anne's County In
Equity No. 4293

FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 10th day of June, 1960, by the Circuit Court for Queen Anne's County County, in Equity, that the Report of the Auditor heretofore filed in this cause, be and the same is 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 of this Court, and the Walter S. Calwell, Attorney Named in Mortgage is directed to disburse in accordance therewith with a due proportion of interest as the same has been or may be received.

THOS J KEATING JR
Judge

Filed June 13, 1960

::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this 8th day of February in the year nineteen hundred and sixty, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

WILLIAM F. PODLICH Attorney Named in Mortgage 301 Meyerhoff Building Baltimore 1, Maryland	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
THOMAS STEWART RIDDLE, and LILA S. RIDDLE, his wife 7511 Arden Road Washington 14, D.C.	:	IN EQUITY NO. 4299

: : : : : : :

TO THOMAS SORDEN PIPPIN, CLERK

MR. CLERK:

Please docket suit for the foreclosure of the Mortgage from THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated January 27, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 26, Folio 282 default having occurred in the terms and provisions of said Mortgage, and file in said cause, a certified copy of the original Mortgage above referred to, marked "ATTORNEY'S EXHIBIT NO. 1."

WILLIAM F PODLICH
William F. Podlich
Attorney Named in Mortgage

Filed Feb. 8, 1960

MILITARY AFFADIVIT

Filed Feb. 8, 1960

STATE OF MARYLAND, CITY OF BALITMORE, to wit:

THIS IS TO CERTIFY that on ttis 29th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Attorney Named in Mortgage, and made oath in due form of law that, after diligent inquiry, it has been found that THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife, of 7511 Arden Road, Washington 14, D.C., the owners of the real estate mentioned in the Mortgage hereinabove referred to, are not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Relief Act of 1940, nor Chapter 710 of the Laws of Maryland, 1941, nor have they been in such service within three months prior hereto.

witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed Feb. 8, 1960

STATEMENT OF MORTGAGE CLAIM

Filed Feb. 8, 1960

WILLIAM F. PODLICH, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife	:	IN EQUITY No. 4299

: : : : : : : : : : :

STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife, dated January 27, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 26, Folio 282, etc.

ORIGINAL LOAN	$11,500.00
AMOUNT REPAID	527.17
LOAN BALANCE	$10,972.83
INTEREST TO 3/1/60	576.10
EXPENSE ACCOUNT DEFICIT	140.95
	$11,689.88

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate
Seal.

By DWIGHT F BRUNK
Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 29th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount die to the said body corporate on its Mortgage Claim described in the aforegoing statement of Mortgage Claim, and that said body corporate has not received any security or satisfaction thereof, other than the deed of mortgage in said statement mentioned.

IN TESTIMONY WHEROEF, WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Elsie Curtis, Notary Public

FILED Feb. 8, 1960

CERTIFIED COPY OF MORTGAGE

Filed Feb. 8, 1960

#37,050 LIBER 26 PAGE 282
RECEIVED FOR RECORD Feb. 3, 1956 MARYLAND

MORTGAGE

THIS MORTGAGE, made this - 27th - day of January, A.D. 1956, by and between THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION --- a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Eleven Thousand Five Hundred and 00/100 --- Dollars ($11,500.00), being part of the purchase money for the the property hereinafter described, with interest from date at the rate of four and one-half -- per centum (4½%) per annum until paid, principal and interest being payable at the office of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of --- Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-eight and 30/100 ---Dollars (%58.30), commencing on the first day of March--, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1986. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (%100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents .

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Fourth Election District of Queen Anne's County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 51, Section D, as shown on the Plat of HARBOR-VIEW, which Plat is recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, Folio 26.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior her to from David M. Nichols and Olive J. Nichols, his wife, unto the Mortgors herein.

The Mortgagors covenant and agree that so long as this Mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

*Delete italicized words if Mortgagee is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining,

and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever; SUBJECT, HOWEVER, to the restrictions, conditions and covenants more particularly set out and mentioned in a Deed from Chester Beach, Inc., unto Robert F. Podlich, dated August 12, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, Folio 27, as modified by an Agreement between Robert F. Podlich, Chester Beach, Inc., and Clinton White, dated October 29, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 7, Folio 304.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(1) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(11) interest on the indebtedness secured hereby; and
(111) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Morggagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other govern-

mental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed in upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time ot time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof. will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immedite appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for twenty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Thirty-five Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above wirtten.

Witness:

THELMA B. BREEDEN
(Thelma B. Breeden)

THOMAS STEWART RIDDLE (SEAL)
(Thomas Stewart Riddle)

_____(SEAL)

LILA S. RIDDLE (SEAL)
(Lila S. Riddle)

_____(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this - 27th - day of January , 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be - their - act.

At the same time also personally appeared - JOHN L. FISHER, - the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires May 6, 1957.

NOTARY
SEAL.

THELMA B. BREEDEN
Notary Public
(Thelma B. Breeden)

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 26, folio 282, a Land Record Book for Queen Anne's County.

Clerk's
Seal.

IN TESTIMONY WHEROEF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 8th day of February in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

AMENDED STATEMENT OF
MORTGAGE CLAIM

Filed Feb. 15, 1960

WILLIAM F. PODLICH, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife	:	IN EQUITY No.

: : : : : : : : : :

AMENDED STATEMENT OF MORTGAGE CLAIM

AMENDED STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife, dated January 27, 1956, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 26, folio 282, etc.

ORIGINAL LOAN	$11,500.00
AMOUNT REPAID	527.17
LOAN BALANCE	$10,972.83
INTEREST TO 3/8/60	628.29
EXPENSE ACCOUNT DEFICIT	140.95
	$11,742.07

CORPORATE
SEAL.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F BRUNK
Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 11th day of February, 1960, before me, the

subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appearedDwight F. Brunk, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount due to the said body corporate on its Mortgage Claim described in the aforegoing statement of Mortgage Claim, and

that said body corporate has not received any security or satisfaction thereof, other than the Deed of Mortgage in said statement mentioned.

IN TESTIMONY WHEREOF, WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

THELMA B. BREEDEN
Notary Public
THELMA B. BREEDEN

Filed Feb. 15, 1960

CERTIFIED COPY OF BOND

March 1, 1960

Queen Anne's County, to wit: Be it remembered that on this First day of March in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

Bond No. 16-152-60

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND

WILLIAM F. PODLICH, Attorney named in Mortgage	)	
vs.	(	BOND OF Attorney
THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife	)	TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate 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 Five Hundred and 00/100 Dollars ($2,500.00), 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 8th day of March, in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Thomas Stewart Riddle & Lila S. Riddle, h/w to Aurora Federal Savings and Loan Association bearing date the 27th day of January, 1956 and recorded among the Land Records of Queen Anne's County, Maryland in Liber TSP No. 26 Folio 282 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, sealed and delivered
in the presence of

ELSIE CURTIS
Elsie Curtis

WILLIAM F. PODLICH (SEAL)
William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By HOWARD J McNAMARA
Howard J. McNamara
Attorney in fact.
Corporate Seal.

The mortgage in this case is guaranteed by the Administrator of Veterans Affairs under the Servicemen's Readjustment Act of 1944, as amended. In the event that a sale of the mortgaged property is made to a purchaser other than the mortgagee, the penalty of the bond filed in this case shall be increased in a amount sufficient to cover the amount of the sale.

And at the foot of the aforegoing Bond is the following endorsement, to wit:-

Security approved and Bond filed March 1, 1960.

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney attached hereto.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 2, folio 4, a Bond Record Book for Queen Anne's County.

Clerk's Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 7th day of March in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed March 15, 1960

WILLIAM F. PODLICH, Attorney Named in Mortgage, vs THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4299

: : : : ; ; ; :

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Default having occurred in the terms of the Mortgage from Thomas Stewart Riddle and Lila S. Riddle, his wife, dated January 27, 1956, unto the Aurora Federal Savings and Loan Association, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 26, Folio 282, etc., the undersigned Attorney named in Mortgage, having authority to exercise the power of sale therein contained, in case of default, after docketing suit for foreclosure, and filing in this cause an Affidavit as to the Military Status of the defendants, and of all present owners of the premises, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in Queen Anne's Record-Observer, a newspaper published in said County, for more than twenty days prior to the date of sale, and after filing in this cause a bond in the penalty of Two Thousand Five Hundred ($2,500.00) Dollars, with surety duly appeoved 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, March 8, 1960, at 1:00 o'closk P.M. (Eastern Standard Time), and after having the auctioneer cry the sale for a considerable time, and after reading the advertisement of sale,,did sell the mortgaged property to the aforementioned Aurora Federal Savings and Loan Association, it being then and there the highest bidder therefor, at and for the sum of Eleven Thousand Eight Hundred and no/100 ($11,800.00) Dollars, upon the terms mentioned in said advertisement.

Said Attorney further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court.

This Report states the amount of sale to be Eleven Thousand Eight Hundred and no/100 ($11,800.00) Dollars.

Respectfully submitted,

WILLIAM F PODLICH
William F. Podlich, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

On this 11th of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William F. Podlich, Attorney named in the Mortgage aforementioned, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

ELSIE CURTIS
Elsie Curtis, Notary Public

Filed March 15, 1960

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed March 15, 1960

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

ATTORNEY'S SALE
OF
VALUABLE IMPROVED
FEE SIMPLE
REAL ESTATE
SITUATED

Between the Waters of Cox's Creed and the Westernmost side of Harbor Drive, in Harborview, a development located in the 4th Election District of Queen Anne's County, Maryland.

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated January 27, 1956, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P.No. 26, Folio 282, from Thomas Stewart Riddle and Lila S. Riddle, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will offer at public sale to the highest bidder, in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on -

TUESDAY, MARCH 8, 1960

at 1:00 o'clock P.M.

all the following described real estate, to wit:

ALL THE FOLLOWING described property in the Fourth Election District of Queen Anne's County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 51, Section D, as shown on the Plat of HARBORVIEW, which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, Folio 26, in fee simple.

Improved by a one story frame dwelling house, containing five rooms and one bath.

The above described property will be sold subject to the conditions, restrictions, limitations and agreements of record affecting same.

TERMS OF SALE: Cash upon ratification of sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

ALL taxes and other public dues and charges are to be adjusted to date of sale. A cash deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 5% from date of sale.

WILLIAM F. PODLICH,
Attorney Named in Mortgage

Joseph Jackson, Jr., Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 14, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale of Valuable improved Fee Simple Real Estate in the case of Thomas Stewart Riddle and Lila S. Riddle, his wife to Aurora Federal Savings and Loan Association 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 4 successive weeks before the 8th day of March, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of February 1960, and the last insertion on the 3rd day of March, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By GAIL SCHAEFFER

Filed March 15, 1960

ORDER NISI

Filed March 15, 1960

William F. Podlich,
Attorney named in Mortgage

vs.

Thomas Stewart Riddle and
Lila S. Riddle, his wife

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

Cause No. 4299

ORDER NISI ON SALE

ORDERED, this 14th. day of March, 1960, that the sale of the real, property, made and reported in this cause by William F. Podlich, Attorney named in Mortgage, be ratified and confirmed, on or after the 14th. day of April, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th. day of April, 1960.

The report states the amount of sales to be $11,800.00.

T. SORDEN PIPPIN Clerk

Filed: March 14, 1960

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed April 12, 1960

William F. Podlich,
Attorney named in Mortgage

vs.

Thomas Stewart Riddle and
Lila S. Riddle, his wife.

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

Cause No. 4299

ORDER NISI ON SALE

ORDERED, this 14th day of March, 1960, that the sale of the real property, made and reported in this cause by William F. Podlich, Attorney named in Mortgage,be ratified and confirmed, on or after the 14th day of April, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of April, 1960.

The report states the amount of sales to be $11,800.00.

Filed: March 14, 1960

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 12, 1960

THE QUEEN ANNE'S RECORD AND OBSERBER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi On Sale in the Estate of William F. Podlich vs. Thomas Stewart Riddle and Lila S. Riddle, his wife 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 3 successive weeks before the 7th day of April, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of March 1960, and the last insertion on the 7th day of April, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By GAIL SCHAEFFER

Filed April 12, 1960

FINAL ORDER OF RATIFICATION

Filed April 22, 1960

FINAL ORDER OF RATIFICATION

O R D E R E D this 22 day of April, 1960 by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, In Equity, that the sale of the real estate made and reported in this cause by William F. Podlich, Attorney named in Mortgage, be and the same is hereby ratified and confirmed, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order Nisi, and the Attorney named in Mortgage is allowed the usual commissions and such proper expenses, not per-

sonal, as he shall produce vouchers for, to the Auditor.

THOS J KEATING JR.
Judge

Filed April 22, 1960

SECOND AMENDED STATEMENT
OF MORTGAGE CLAIM

Filed April 28, 1960

WILLIAM F. PODLICH, Attorney Named in Mortgage	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR QUEEN ANNE'S COUNTY
THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife	:	IN EQUITY
		No. 4299

SECOND AMENDED STATEMENT OF MORTGAGE CLAIM

SECOND AMENDED STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife, dated January 27, 1956, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 26, Folio 282.

Original Loan	$ 11,500.00
Amount repaid	527.17
Loan Balance	$ 10,972.83
Interest to 3/8/60	628.29
Expense Account Deficit	140.95
	$ 11,742.07
Interest on unpaid principal of Mortgage debt ($10,972.83) from March 8, 1960, to May 8, 1960, 60 days @ 4½% (per Art. 66, Sec. 8, 1957 Code) (provided Auditor's Account is not ratified prior to May 8, 1960)	82.30
	$ 11,824.37

CORPORATE SEAL.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F BRUNK
(Dwight F. Brunk) Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount due to the said body corporate on its Mortgage Claim described in the aforegoing Second Amended Statement of Mortgage Claim, and that said body corporate has not received any security or satisfaction thereof, other than the Deed of Mortgage in said Second Amended Statement mentioned.

IN TESTIMONY WHEREOF WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

ELSIE CURTIS
Notary Public

Filed April 28, 1960

REPORT AND ACCOUNT OF AUDITOR

Filed May 11, 1960

William F. Podlich, Attorney named in Mortgage	In The Circuit Court for Queen Anne's County In Equity
vs.	
Thomas Stewart Riddle and Lila S. Riddle, his wife	No. 4299

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully

represents:

1. That this account is stated at the request of William F. Podlich, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the mortgage, The mortgage deficiency appears to be in the sum of $381.73.

2. That filed as Exhibit A to this account is the waiver of William F. Podlich, the attorney named in the mortgage, of all commissions in making the sale reported in this cause in excess of $215.00.

3. That in the within account, the vendor is charged with the proceeds of sale, interest which accured on the unpaid balance of the purchase price and the adjustment of the fire insurance premium paid prior to foreclosure; and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this account, the vendor's share of 1960 state and county taxes on the realty sold herein, his notary costs, his commissions for making the sale in accordance with his waiver, as well as, his his fee for his services, and the fee of your auditor for stating this account; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

May 7, 1960

J THOMAS CLARK
Auditor

Filed May 11, 1960

Cause No. 4299

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor oof said land)

Cr.

1960 Mar 8	By proceeds of the sale of land, per report of vendor, to wit:	$11,800.00
	By interest on unpaid balance of purchase price from Mar. 8, 1960 to April 25, 1960, at legal rate, per statement of vendor, to wit:	90.40
	By adjustment of insurance premium, per statement of vendor, to wit:	31.30
	By gross proceeds of said sale, to wit:	$11,921.70

Dr.

To William F. Podlich, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services	$35.00	
2-His commissions on $11,890.40 for making sale	744.52	
	$789.52	
Less amount of fee waived, per ltr of vendor of May 6, 1960	539.52	$250.00
To do., for an amount due T. Sorden Pippin, Clerk, for court costs of this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk	$31.25	
2-Appearance fee of W. F. Podlich, Atty	10.00	41.25
To do., for an amount paid Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:		10.00
To do., for an amount paid J.A. Jackson, Jr., auctioneer, for crying said sale, per his receipt for same exhibited, to wit:		25.00
To do., for an amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, as follows, to wit:		
1-Costs of publishing advertisement of sale	$52.49	64.49
2-Costs of publishing nisi of sale	12.00	
To do., for an amountpaid for notary fees per this proceeding, per statement of vendor's exhibited, to wit:		2.00

J THOMAS CLARK
Auditor

May 7, 1960

To do., for an allowance for amount due

vendor on 1960 State and County taxes per statement of Vendor, to wit:.....	22.32	
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of	10.00	
To J. Thomas Clark, auditor, for stating this audit, the sum of	54.00	
To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under terms of the mortgage in the sum of $11,824.37, as per second amended statement of mortgage indebtedness filed in this cause, the balance, or the sum of	11442.64	
	$11921.70	$11,921.70

May 7, 1960

J. THOMAS CLARK
Auditor

Filed May 11, 1960

EXHIBIT A

Filed May 11, 1960

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys At Law
Meyerhoff Building
Charles Street at Saratoga
Baltimore 1, Maryland

Plaza 2-2850

14

May 6, 1960

J. Thomas Clark, Esq.
Attorney at Law
Centreville, Maryland

Re: William F. Podlich
Attorney Named in Mortgage
vs
Thomas Stewart Riddle and
Lila S. Riddle, his wife

Dear Mr. Clark:

As the above entitled foreclosure matter is with reference to a VA mortgage, I am waiving all commissions due me over and above $215.00. I, therefore, request that in your account you allow me the Attorney's fee stated in the mortgage of $35.00 and commissions to the extent of $215.00, making a total of $250.00.

I thank you for your courtesy in this matter.

With kind regards, I am,

Very truly yours,

WILLIAM F PODLICH.
William F. Podlich

WPR:.M

Exhibit A

Filed May 11, 1960

NISI RATIFICATION OF AUDIT

Filed May 11, 1960

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney named in Mortgage,	)	In the Circuit Court
VS.	)	for Queen Anne's County
	)	In Equity
Thomas Stewart Riddle and Lila S. Riddle, his wife.	)	Cause No. 4299

ORDERED, this 11th day of May, 1960, that the report and account filed

in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd. day of June, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 27th. day of May, 1960.

T. SORDEN PIPPIN Clerk

Filed May 11, 1960

FINAL RATIFICATION OF AUDIT

Filed June 7, 1960

NISI RATIFICATION OF AUDIT

William F. Podlich,
Attorney named in Mortgage,

vs.

Thomas Stwesrt Riddle and
Lila S. Riddle, his wife.

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

Cause No. 4299

ORDERED, this 11th day of May, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be reaified on or after the 3rd day of June, 1960, unless cause to the contray thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 27th day of May, 1960.

Filed: May 11, 1960

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 7, 1960

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 William F. Podlich, Attorney named in Mortgage, vs. Thomas Stewart Riddle and Lila S. Riddle, his wife. Cause No. 4299 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERBER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 27th day of May, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of May 1960, and the last insertion on the 26th day of May 1960.

THE QUEEN ANNE'S RECORD
AND OBSERVER PUBLISHING
COMPANY

By BARBARA R. RATHELL

Filed June 7, 1960

FINAL RATIFICATION OF AUDIT

Filed June 9, 1960

WILLIAM F. PODLICH,
Attorney Named in Mortgage

VS.

THOMAS STEWART RIDDLE
LILA S. RIDDLE

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4299

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of June, 1960, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and aforegoing Account and Report 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, and William F. Podlich, Attorney Named in Mortgage, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS J KEATING JR.
Judge

Filed June 9, 1960

ASSIGNMENT

Filed June14, 1960

WILLIAM F. PODLICH, Attorney Named in Mortgage,	:	IN THE
Plaintiff	:	CIRCUIT COURT
-vs-	:	FOR QUEEN ANNE'S COUNTY
	:	IN EQUITY
THOMAS STEWART RIDDLE and LILA S. RIDDLE, his wife	:	NO. 4299
Defendants		

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, Mortgagee in the above entitled case, and WILLIAM F. PODLICH, Attorney Named in the Mortgage filed therein, do, as their respective interest may appear, hereby assign all of their rights, titles and interests in and to the above proceeding and any claim of the Mortgagee and the Attorney against the Mortgagors for a right to a Decree in the foreclosure for the deficiency as stated in the Auditor's Account in the amount of $381.73,and costs, to SUMNER G. WHITTIER, as Administrator of Veterans Affairs, an officier of the UNITED STATES OF AMERICA, and his successors and assigns, and directs the Clerk to enter said proceeding to the use of the said SUMNER G. WHITTIER, as Administrator of Veterans Affairs, an officer of the UNITED STATES OF AMERICA, and his successors and assigns.

June 13, 1960

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

CORPORATE

SEAL.

By DWIGHT F BRUNK
(Dwight F. Brunk) Vice-President

WILLIAM F PODLICH
(William F. Podlich) Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and acknowledged the aforegoing Order and Assignment to be the act and deed of said body corporate; at the same time also appeared WILLIAM F. PODLICH, the Attorney named in the Mortgage filed in the above entitled cause, and he, as such Attorney, acknowledged the aforegoing Order and Assignment to be his act and deed.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed June 14, 1960

::::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fifteenth day of March in the year nineteen hundred and sixty-one, the following Bill of Complaint was filed for record, to wit:-

James T. Anthony, 111, and
Margaret N. Anthony, his wife,
Chestertown, Maryland

vs.

Florence Sparks,
Hattie Sparks Brown and
John Brown, her husband,
Ida Sparks,
Beateice Sparks, and
Alex Sparks,
addresses unknown

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

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The bill of James T. Anthony, 111, and Margaret N. Anthony, his wife, plaintiffs, against Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks, Jr., defendants, respectfully represents:

1. That the plaintiffs are in possession of and have title to a certain lot or parcel of land situate near Chestertown in the Second Election District of Queen Anne's County, Maryland, consisting of two acres of land, more or less, the same being more particularly described in a certain deed from Rebecca A. Russell, et. al. to the Plaintiffs hereof, dated December 18, 1957, and recorded among the land records for said county in Liber TSP, #44, folio 293, a certified copy of which is filed herewith and made a part hereof as Exhibit A, and which land is now owned by the plaintiffs herein.

2. That on or about the year 1920, the aforesaid real estate was vested in one, Alex Sparks, by deed of legal conveyance duly executed and recorded according to law, and thereafter the said Alex Sparks, did die intestate during the year 1923, leaving surviving him as his only heirs at law, his widow, Cora Sparks, and the following childre, to wit: Florence Sparks, Hattie Sparks Brown who was married to Robert Brown, Ida Sparks, Beatrice Sparks and Alex Sparks, Jr.

3. That plaintiffs and their predecessors in title have held possession of the aforesaid real estate continously, notoriously adversely to any and all of said Defendants or any one claiming under or through their said title to said real estate since during the year 1923.

4. That the Plaintiffs have now divided said lot or parcel of land into lots and have attempted to sell same, but have been unable to do so because of the fact that the plaintiffs predecessors' in title entered upon possession of the same upon the execution of a certain deed from Cora Sparks, widow, and Robert Sparks to E. Rumsey Anthony, dated August 18, 1923, and recorded among the land records of the county aforesaid in Liber ASG, Jr, #4, folio 180, and each of the respective buyers refuse to accept title to the same because of the fact that neither your Plaintiff nor their predecessors in title have ever received a deed of conveyance from the defendants in this cause, because they dispute the plaintiffs claim to ownership and title of said real estate.

5. That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title of the Plaintiffs to said land.

TO THE END, THEREFORE,

(1) That the Plaintiffs may by decree of this Honorable Court be made absolute owners of said land and the perfect right to absolute disposition of the same as against the defendants in this suit.

(2) That this Honorable Court will grant an absolute and permanent injunction against the assertion by any of the said defendants in this cause of their claim to said property by any action either at law or equity or otherwise.

(3) And for such other and further relief as may be granted in the premises.

And as in duty bound, etc.

JAMES T. ANTHONY 111
James T. Anthony, 111

MARGARET N. ANTHONY
Margaret N. Anthony
Plaintiffs

J THOMAS CLARK
J. Thomas Clark
Centreville, Maryland
Phone: Centreville 392
Attorney for Plaintiffs

State of Maryland, Kent County, to wit:

I hereby certify on this 24th day of February, 1960, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared James T. Anthony, 111 and Margaret N. Anthony, his wife and they did make oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of their knowledge.

Witness my hand: and Notarial Seal:

NOTARY
PUBLIC
SEAL

ELIZABETH C. ROLLISON
Notary Public

Filed March 15, 1960

ORDER OF PUBLICATION

Filed March 15, 1960

James T. Anthony, 111, and Margaret N. Anthony, his wife, Chestertown, Maryland, Plaintiffs	:	In The Circuit Court
	:	For
vs.	:	Queen Anne's County
	:	In Equity
Florence Sparks, Harrie Sparks Brown and John Brown, her husband Ida Sparks, Beatrice Sparks, and Alex Sparks, Addresses unknown, Defendants	:	No. 4304

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiffs be made absolute owners of a tract of land hereinafter described with the perfect right of absolute disposition of the same, as against the Defendants and for an absolute and permanent injunction by any of the Defendants to claiming any interest in said land.

The bill recites that the Plaintiffs are in possession of and have title to a lot of land described as follows, to wit:

"ALL that lot or tract of land situate, lying and being in the Second District of Queen Anne's County, and described as follows, that is to say:
ALL that lot or tract of land, adjoining the lands of George Burk and that of the late Frank Copper, located some distance west of the State Road and near Chestertown and being a part of what was known as "Old Kentuck" and containing two acres of land more or less, and being the same land which was conveyed to the said Alex Sparks during his life time by deed from George Burk, bearing date the 7th day of December, 1920 and recorded among the Land Records of said Queen Anne's County in LiberJ.F.W. No. 6, folio 93 etx., to which said Record special reference is hereby made for a more complete description by metes and bounds, courses and distances."

By virtue of a certain deed from Rebecca A. Russell, et al., to the Plaintiffs, dated the 18th day of December, 1957, and recorded among the Land Records for Queen Anne's County in Liber T.S.P. No. 44, folio 293. That the Plaintiffs and their predesessors in title have held possession of said real estate continuously, notoriously and adversely to any and all said Decendants and anyone claiming under their said title sunce during the year of 1923. That on or about the year 1920 the aforesaid real estate was vested in one Alex Sparks, by deed of legal conveyance duly executed according to law, that said Alex Sparks died in testate during the year 1923, leaving surviving him as his only heirs at law, his widow, Cora Sparks, and the following childred, Florence Sparks, Hattie Sparks Brown, Ida Sparks, Beatrice Sparks and Alex Sparks, Jr. That the Plaintiffs have now divided said lot into sublots and have attempted to sell the same, but have been unable to do so because of the fact that the Plaintiffs predecessors' in title entered upon possession of the same upon the execution of a certain deed from Cora Sparks, widow, and Robert Sparks to E. Rumsey Anthony, dated August 18, 1923, and recorded among the Land Records of the county aforesaid in Liber ASG, Jr. No. 4, folio 180, and each of the respective buyers refuse to accept title to the same because of the fact that neither your Plaintiffs not their predecessors in title have ever received a deed of conveyance from the Defendants in this cause, because they dispute the Plaintiffs claim to ownership and title of said real estate. That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title of the Plaintiffs to said land.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 15th day of March, 1960, that the Plaintiffs, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 14th day of April, 1960, shall give notice to the Defendants who are non-resident of the State of Maryland, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 16th day of May, 1960, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or final decree may be entered for the relief demanded by the Plaintiffs.

FILED: March 15, 1960

T. SORDEN PIPPIN, CLERK

Filed March 15, 1960

"EXHIBIT A"

Filed March 15, 1960

#41,485
RECEIVED FOR RECORD Nov. 28, 1958

THIS DEED, Made this 18th day of December, in the year one thousand nine hundred and fifty-seven, by and between REBECCA A. RUSSELL and HARRY S. RUSSELL, her husband, LOUIS B. ANTHONY and GENE F. ANTHONY, his wife, of Queen Anne's County, in the State of Maryland; E. RUMSEY ANTHONY and ELEANOR W. ANTHONY, his wife, of Montgomery County, in the State of Maryland; PATRICIA A. BLAKE and WALTER H. BLAKE, her husband, of the City of Baltimore, in the State of Maryland; RICHARD U, ANTHONY and RUTH ANTHONY, his wife, of Dade County, in the State of Florida; KATHERINE A. CLEMENTS and ALDAY M. CLEMENTS, her husband, of Ramey Air Force Base, Aguadilla, Puerto Rico, of the first part, and JAMES T. ANTHONY 111 and MARGARET N. ANTHONY, his wife, of Queen Anne's County, in the State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Rebecca A. Russell and Harry S. Russell, her husband, Louis B. Anthony and Gene F. Anthony, his wife, E. Rumsey Anthony and Eleanor W. Anthony, his wife, Patricia A. Blake and Walter H. Blake, her husband, Richard U. Anthony and Ruth Anthony, his wife, Katherine A. Clements and Alday M. Clements, her husband, do grant and convey unto the said James T. Anthony 111 and Margaret N. Anthony, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns in fee simple, all that tract or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Chestertown, and more particularly described (magnetic bearings) as follows: BEGINNING for the same at the southeast corner thereof at a stone which is also a corner for lands now or formerly of Mrs. Susan Copper and running thence with the said Copper lands north 29 deg. 05 min. west 392 feet to a stone and to line of lands now or formerly of William R. Elliott; then with the last named lands south 59 deg. 55 min. west 223.2 feet to a stone; then by and with a division line hereby established and with remaining lands of Georbe Burke south 29 deg. 05 min. east 397 feet to a stone and to lands now or formerly of Susan Copper; then running therewith north 59 deg. 55 min. east 223.2 to the place of beginning, containing two acres of land, and also a right of ingress and egress over the lands of the said George Burke on and over a private road 12 feet wide extending from the end of the third line above given and adjoining the lands of the said Copper south 59 deg. 55 min west 426.5 feet to a 13 foot private road as the same now is and has been for many years past, including a right to use the said 13 foot private road out to the public road.

IT BEING part of those lands conveyed from William S. Collins, single, to E. Rumsey Anthony and Reba L. Anthony, his wife, by deed dated March 7th, 1947, and recorded among the Land Records for Queen Anne's County aforesaid in Liber A.S.G. No. 16, folio 540; and which property upon the death of E. Rumsey Anthony on August 25th, 1951 became the sole property of Reba L. Anthony, his wife, surviving tenant by the entirety, and upon the death of Reba L. Anthony on November 26th,1955 the above described property descended to her heirs at law, the grantors and grantee herein namely: Rebecca A. Russell, Louis B. Anthony, E. Rumsey Anthony, Patricia A. Blake, Richard U. Anthony, Katherine A. Clements and James T. Anthony 111.

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

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said James T. Anthony 111 and Margaret N. Anthony, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or theing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

TEST:

ELIZABETH C. ROLLISON	REBECCA A. RUSSELL Rebecca A. Russell	(SEAL)
ELIZABETH C. ROLLISON	HARRY S. RUSSELL Harry S. Russell	(SEAL)
ELIZABETH C. ROLLISON	LOUIS B. ANTHONY Louis B. Anthony	(SEAL)
ELIZABETH C. ROLLISON	GENE F. ANTHONY Gene F. Anthony	(SEAL)
D. M. OSBURN	E. RUMSEY ANTHONY E. Rumsey Anthony	(SEAL)
D. M. OSBURN	ELEANOR W. ANTHONY Eleanor W. Anthony	(SEAL)
GEORGE H. RAMONDAMS	PATRICIA A. BLAKE Patricia A. Blake	(SEAL)

GEORGE H. RAMONDAMS

WALTER H. BLAKE (SEAL)
Walter H. Blake

TEST:

LEWIS LEHEMER

RICHARD U. ANTHONY (SEAL)
Richard U. Anthony

LEWIS LEHEMER

RUTH ANTHONY (SEAL)
Ruth Anthony

S _____ BLA _ GIMEZ

KATHERINE A. CLEMENTS (SEAL)
Katherine A. Clements

S _____ BLA _ GIMEZ

ALDAY M. CLEMENTS (SEAL)
Alday M. Clements

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, That on this 18th day of December, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Rebecca A. Russell and Harry S. Russell, her husband; Louis B. Anthony and Gene F. Anthony, his wife, four of the above named grantors, and in my presence executed the aforegoing deed, and each acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

Notary Public Seal.

ELIZABETH C. ROLLISON
Notary Public

STATE OF MARYLAND,MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County aforesaid, personally appeared E. Rumsey Anthony and Eleanor W. Anthony, his wife, two of the above named grantors, and in my presence executed the aforegoing deed, and each acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

D. M. OSBURN
Notary Public

Notary Public Seal.

STATE OF MARYLAND, BALITMORE CITY, to wit:

I HEREBY CERTIFY, That on this 30th day of January, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Patricia A. Blake and Walter H. Blake, her husband, two of the above named grantors, and in my presence executed the aforegoing deed, and each acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal.

PAUL C. DeREMIGIS, Sr.
Notary Public.

STATE OF FLORIDA, DADE COUNTY, to wit:

I HEREBY CERTIFY, That on this 20th day of Feb., in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Florida, in and for Dade County, aforesaid, personally appeared Richard U. Anthony and Ruth Anthony, his wife, two of the above named grantors, and in my presence executed the aforegoing deed, and each acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal.

SAMUEL RUTKIN
Notary Public.
Notary Public, State of Florida at large.
My Commission expires Sept. 24, 1959.

_____, to wit:

On this 1st day of April, in the year one thousand nine hundred and fifty eight, before me, Luis R. Acevedo the undersigned officer, personally appeared Katherine A. Clements and Alday M. Clements, her husband, both known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and Official Seal.

Superior Court Seal.

LUIS R. ACEVEDO
Clerk, (Title) Superior Court of Puerto Rico, Aquadilla Division

County of Aquadilla, Puerto Rico, Sct:

I, Judge of the Superior Court of P. R. Aquadilla Div., same being a Court of Record, do hereby certify that Luis R. Acevedo before whom the aforegoing acknowledgment and affidavit, was made, and who has thereto subscribed his name, was

at the time of so doing, Secretary of the Superior Court, of P. R., Aquadilla Div., Puerto Rico, duly commissioned and sworn and authorized by law to administer Oaths and take acknowledgments or proof of deeds to be recorded therein. I further testify that I am acquainted with the hand-writing of the said Secretary, and verily believe the signature to be his genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of P. R., Aquadilla, Div., Puerto Rico, this 1st day of April, 1958.

Superior Court
Seal.

Judge, Superior Court, of P. R.,
Aquadilla, Div. Puerto Rico.

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 44, folio 293 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 15th day of March, in the year nineteen hundred and sixty.

Clerk's
Seal.

T. SORDEN PIPPIN
Clerk.

Filed Mar. 15, 1960

CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION

April 27, 1960

James T. Anthony, 111 and
Margaret N. Anthony, his wife
Chestertown, Maryland,
Plaintiffs

vs.

Florence Sparks,
Hattie Sparks Brown and
John Brown, her husband
Ida Sparks,
Bearrice Sparks, and
Alex Sparks,
addresses unknown,
Defendants

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

No. 4304

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiffs be made absolute owners of a tract of land hereinafter described with the perfect right of absolute disposition of the same, as against the Defendants and for an absolute and permantnt injunction by any of the Defendants to claiming any interest in said land.

The bill recites that the Plaintiffs are in possession of and have title to a lot of land described as follows, to wit:

"ALL that lot or tract of land situate, lying and being in the Second District of Queen Anne's County, and described as follows, that is to say:

"ALL that lot or tract of land, adjoining the lands of George Burk and that of the late Frank Copper, located some distance west of the State Road and near Chestertown and being a part of what was known as "Old Kentuck" and containing two acres of land more or less, and being the same land which was conveyed to the said Alex Sparks dueing his life time by deed from George Burk, bearing date the 7th day of December, 1920, and recorded among the Land Records of said Queen Anne's County in Liber J.F.W. No. 6, folio 93 etc., to which said Record special reference is hereby made for a more complete description by metes and bounds, courses and distances."

By virtue of a certain deed from Rebecca A. Russell, et al., to the Plaintiffs, dated the 18th day of December, 1957, and recorded among the Land Records for Queen Anne's County in Liber T.S.P. No. 44, folio 293,. That the Plaintiffs and their predecessors in title have held possession of said real estate continuously, notoriously and adversely to any and all said Defendants and anyone claiming under

their said title since during the year of 1923. That on or about the year 1920 the aforesaid real estate was vested in one Alex Sparks, by deed of legal conveyance duly executed according to law, that said Alex Sparks died in testate during the year 1923, leaving surviving him as his only heirs at law, his widow, Cora Sparks, and the following children, Florence Sparks, Hattie Sparks Brown, Ida Sparks, Beatrice Sparks and Alex Sparks, Jr. That the Plaintiffs have now divided said lot into sublots and have attempted to sell the same, but have been unable to do so because of the fact that the Plaintiffs predecessors' in title entered upon possession of the same upon the execution of a certain deed from Cora Sparks, widow, and Robert Sparks to E. Rumsey Anthony, dated August 18, 1923, and recorded among the Land Records of the county aforesaid in Liber ASG, Jr., No. 4, folio 180, and each of the respective buyers refuse to accept title to the same because of the fact that neither your Plaintiffs nor their predecessors in title have ever received a deed of conveyance from the Defendants in this cause, because they dispute the Plaintiffs claim to ownership and title of said real estate. That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title of the Plaintiffs to said land.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 15th day of March, 1960, that the Plaintiffs, by causing a copy of this Order to be instrted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 14th day of April, 1960, shall give notice to the Defendants who are non-residents of the State of Maryland, of the substance and objects of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 16th day of May, 1960, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

Filed: March 15, 1960

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 27, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the case of James T. Anthoby 111, and Margaret N. Anthony, his wife vs. Florence Sparks, Et. A.L. In the Circuit Court for Queen Anne's County No. 4304 In Equity 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 4 successive weeks before the 14th day of April, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of March, 1960, and the last insertion on the 7th day of April, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By GAIL SCHAEFFER

Filed April 27, 1960

PETITION

Filed June 22, 1960

James T. Anthony, 111, et. al.

vs.

Florence Sparks, et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY IN
EQUITY #4304

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James T. Anthony, 111, and Margaret N. Anthony, his wife, Plaintiffs, by J. Thomas Clark, their attorney, respectfully represents:

1. That the defendants, Florence Sparks, Ida Sparks, Hattie Sparks Brown and John Brown, here husband, Beatrice Sparks and Alex Sparks, have been duly served, summons to appear, answer and defend in this cause, as evidenced by the order of publication issued in this cause and the certificate of publication of the same by the Queen Anne's Record-Observer, all of which is filed herein in this cause.

2. That although the time allowed by the said order of publication to the said defendants to answer and defend in this cause has long since passed, the defendants have failed have failed to enter their appearances, either in person or by solicitor, and have not filed any pleading herein.

3. That your petitioners are advised and therefore allege that they have a right to secure a decree pro confesso against the defendants, and that the papers be submitted to one of the examiners of this court, so that your petiotioners may offer testimony in support of the allegations in 1 the bill of complaint.

To the end, therefore:

(1) That a decree pro confesso may be granted by this Honorable Court

against Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks, the defendants.

(2) That the papers in this cause may be submitted to one of the standing examiners of this Court, so that your petitioners may take testimony in support of the allegations of the bill of complaint.

(3) That your petioioners may have such other and further relief as their case may require.

And as in duty bound, etc.,

J THOMAS CLARK
Attorney for Petitioners

Filed June 22, 1960

ORDER OF COURT

Filed June 24, 1960

ORDER OF COURT

The aforegoing petition having been read and considered, and it appearing that the defendants, Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks, have been duly summoned and failed to appear, either in person or by solicitor to the bill of complaint filed herein, I_ is Thereupon, this 24 day of June, 1960, by the Circuit Court of Queen Anne's Countyk 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 the same is hereby taken PRO CONFESSO against the defendants, Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks; but because it does not certainly appear to what relief the plaintiffs are entitled, it is further ordered and adjudged that leave be granted to the plaintiffs to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

THOS J. KEATING JR.
Judge

Filed June 24, 1960

MILITARY AFFIDAVIT

Filed July 21, 1960

James T. Anthony, III, et al

vs.

Florence Sparks, et. al.

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

No. 4304

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 20 day of July, 1960, that before the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared James T. Anthony, III, one of the Plaintiffs in this cause, who made oath in due form of law that so far as he has been able to ascertain, that none of the defendants, Florence Sparks, Hattie Sparks Brown, John Brown, Ida Sparks, Beatrice Sparks and Alex Sparks is not now in the military service of the United States and has not been in such service within three months prior hereto, each of whom is over the age of at least 55 years.

T. SORDEN PIPPIN Clerk

Filed July 21, 1960

TESTIMONY

Filed July 21, 1960

JAMES T. ANTHONY, III
et al

vs.

FLORENCE SPARKS,
et al

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

In Equity No. 4304

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The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Esq., Attorney for Plaintiff, did, at the office of James E. Thompson, Jr., on Lawyers' Row, Centreville, Maryland, on Wednesday, July 20, 1960, at 3:00 o'clock, P.M. after swearing the witnesses and the stenographer, proceeded to take their testimony; and I do hereby further certify that I was present during the taking of said testimony, that the examination was properly conducted, and that I did not deem it necessary for me to examine any of the witnesses, there being no irrebular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings.

B. HACKETT TURNER
B. Hackett Turner
Examiner

The first witness, James T. Anthony, 3rd, being duly sworn, did depose and say:

Questions by the Examiner:

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

A: James T. Anthony, 3rd, 47, Queen Anne's County, Maryland, Florist.

Q: Mr. Anthony, to your knowledge has there been any prior litigation between the parties to this suit?

A: Not to my knowledge.

Questions by Mr. Clark:

Q: Mr. Anthony, are you the Plaintiff in this suit?

A: Yes.

Q: Mr. Anthony, this is a suit to quiet title to a piece of real estate that you own in the Second District near the Kent County line, and is against Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks, and I hand you a deed from Rebecca A. Russell, et al, to yourself and your wife, dated December 18, 1957, recorded in Liber T.S.P., No. 44, folio 293, of the Land Records of Queen Anne's County, and which is marked as "Exhibit A" to the Bill of Complaint filed herein, and ask you to identify the same.

A: Yes, this is the land in question.

Q: Now, Mr. Anthony, besides the recitals in the deed, I ask you how your mother, who was the last owner of this property, acquired the same?

A: On March 7, 1947, my father and his wife, my mother, conveyed, among other properties, this property to William S. Collins in a straw deed transaction, and whic deed is recorded in Liber A.S.G.,Jr., No. 16, folio 538, and thereafter Mr. Collins, who was a single man, conveyed the same back to my father and mother as tenants by the entireties in a deed which contained this property, among others, and which is recorded among the land records of Queen Anne's County in Liber A.S.G.,Jr., No. 16, folio 540, and which deed was dated March 7, 1947.

Q: Now, Mr. Anthony, prior to the date of the deed in question, how did your father acquire any interest in this property?

A: My father received an interest in this property from Cora Sparks, widow, and Robert Sparks, a child of Alex Sparks, during the year 1923.

Q: After your father received this deed, from your own knowledge, did he enter into possession of this property?

A: Yes he did.

Q: Did any of the Sparkses of Mr. and Mrs. Brown occupy these premises of receive any rents, revenues, or anything else from this property from the year 1923 to this time.

A: No.

Q: From your own personal knowledge, was this property, since the year 1923, claimed as being owned solely by E. Rumsey Anthony, one of your predecessors in title?

A: Yes, it was.

Q: Did either E. Rumsey Anthony, since the year 1923 and/or Reba L. Anthony, his wife, another predecessor in title, acknowledge any interest or claim by Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks?

A: No, not to my knowledge.

Q: Since you have owned this property since December of 1957, have you ever acknowledged any claim by Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks?

A: No.

Q: During the years since 1923 how have you and your predecessors in title claimed this real estate adversely to Florence Sparks, Hattie Sparks Brown and John

Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks:

A: To my knowledge, my father has always claimed ownership to this real estate, and even when I was a small boy I have known on several occasions where he planted potatoes on this property as well as other pieces of property he owned around there, because I had to help plant and harvest the same, and furthermore, I have heard my father state many times that none of the heirs of Alex Sparks had any interest in the property. I also know that he paid the taxes on the same, and any money he made on the crops that were planted there he kept for himself, and I know that since my father's death there has never been any consideration as to any interest of any of the defendants in this case. In fact lots have been sold off this parcel to other people by myself. I also know that this manner and way have extended for over a period of 37 years.

Q: Have the defendants in this cause ever made any claim of ownership to you, to your mother after your father's death, or to your father, as far as you know?

A: Absolutely none, and if there had been a claim, I am sure that I would have known about it.

The second witness, James Townsend Anthony, being duly sworn, did depose and say:

Questions by the Examiner:

State your name, age, residence and occupation.

A: James Townsend Anthony, 68, Chestertown, Queen Anne's County, Maryland, retired.

Q: To your knowledge has there been any prior litigation between the parties to this suit?

A: No, I do not know of any.

Questions by Mr. Clark:

Q: Mr. Anthony; are you familiar with the property which E. Rumsey Anthony acquired from the Sparks family, formerly known as a part of "Old Kentuck", and which was acquired from some of the heirs of the late Alex Sparks on or about the year 1923?

A: Yes.

Q: Since that time has Mr. Anthony, as well as any of his other after occupiers in title, have they or any of them to your knowledge held the same in actual possession?

A: Yes.

Q: Has such possession been distinct and exclusive?

A: Yes.

Q: The duration of the same and continuity has been from what year?

A: Since 1923.

Q: Has the same been open, adverse, notorious and hostile?

A: Yes, as far as I know.

Q: Please state the reason for your answer?

A: All the parties lived around Queen Anne's County and from my own personal knowledge I know that E. Rumsey Anthony, a predecessor in title to the Plaintiff, James T. Anthony, 3rd and his wife, claimed this real estate as his own against all the defendants in this cause to be his sole ownership.

Q: Mr. Anthony, what prerogative of ownership to your knowledge has been claimed by E. Rumsey Anthony, as well as any other owners, up to the present time?

A: He took care of it, kept the property up, tilled this land, paid the taxes on the same, even sold lots off of it, and as far as I am informed, have received any and ll profits.

Q: Have you ever known, since the year 1923, when Mr. Anthony, the Plaintiff in this case, when Anthony's predecessor in title, Mr. E. Rumsey Anthony, acquired title to the same and occupied the same, Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks to fail to acknowledge ownership in E. Rumsey Anthony or claim any interest in the property?

A: No.

The third witness, Allye C. Anthony, being duly sworn, did depose and say:

Questions by the Examiner:

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

A: Allye C. Anthony, 64, Queen Anne's County, housewife.

Q: To your knowledge, has there been any prior litigation between the parties to

this suit?

A: No.

Questions by Mr. Clark:

Q: Mrs. Anthony, on or about what year did E. Rumsey Anthony begin to claim ownership to the parcel of land known as "Old Kentuck"?

A: On or about 1923.

Q: Now, since that time has this property been occupied by E. Rumsey Anthony and thereafter by E. Rumsey Anthony and Reba L. Anthony and thereafter by James T. Anthony, 3rd, and his wife, the present Plaintiffs in this suit?

A: Yes.

Q: To your knowledge, has Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks since the year 1923 have they, or any of them, ever occupied the same or claimed ownership to the same?

A: Not to my knowledge.

Q: Since Mr. E. Rumsey Anthony, the predecessor in title of the Present Plaintiffs in this case, and the Plaintiffs have occupied the same, please state in what way they have claimed ownership of the same?

A: I know that Mr. Anthony, the father of Jimmy, who is one of the Plaintiffs in this case has claimed this property since the year 1923, that he has grown crops on it and taken any and all porfits he might have received, that he has held himself out in the community as the owner of this property and that his wife did thereafter and that Jimmy and his wife have done the same since, and there has never been any lapse by anyone to claim that they owned this property or have gone upon it to try to claim ownership, and this ownership has been against everyone, and this claim of ownership was made while Florence Sparks, Hattie Sparks Brown, Ida Sparks, Beatrice Sparks and Alex Sparks, and John Brown, Hattie Sparks Brown's husband, were living in Queen Anne's County, and to my knowledge thay have never made any demands regarding the same, as far as I know, and the way it appeared to me, I am sure that Florence Sparks, Hatties Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks, from the way Mr. E. Rumsey Anthony claimed ownership to this land, that they had to know about it, because they lived on a piece of property which was right in back of where I lived, and which was very close and nearby to the property in this suit.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Plaintiff, as follows, to wit:

Beverly C. Larrimore, Stenographer,
for taking and transcribing the testimony ----- $10.00

B. Hackett Turner, Examiner ---------- $10.00

And I do further certify that said testimony was commenced at 3:00 o'clock, P.M. and was completed at 3:30 o'clock, P.M. or a period of thirty minutes.

B. HACKETT TURNER
B. Hackett Turner
Examiner

Filed July 21, 1960

DECREE

Filed Aug. 1, 1960

James T. Anthony, III, and
Margaret N. Anthony, his wife

vs.

Florence Sparks, Hattie Sparks
Brown and John Brown, her
husband, Ida Sparks, Beatrice
Sparks and Alex Sparks

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

No. 4304

DECREE

The above cause standing ready for hearing and being submitted, the Bill of Complaint, testimony, and all the other proceedings were, by the Court, read and considered:

IT IS THEREUPON, this 1st day of August, 1960, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That James T. Anthony, III, and Margaret N. Anthony, his wife, have absolute ownership and right of disposition of the real estate in Queen Anne's County, mentioned in these proceedings, as against Florence Sparks, Hattie Sparks Brown and

John Btown, her husband, Ida Sparks, Beatrice Sparks, and Alex Sparks, or any one claiming ownership under or through them, said real estate being more particularly described in deed filed with the Bill of Complaint as "Plaintiff's Exhibit A", which deed is dated December 18, 1957, from Rebecca A. Russell, et. al., to James T. Anthony, III, and Margaret N. Anthony, his wife, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 44, folio 293, etc.

(2) Florence Sparks, Hattie Sparks Brown and John Brown, her husband, Ida Sparks, Beatrice Sparks and Alex Sparks be enjoined and restrained from asserting any claim to the aforesaid real estate, by an action at law, equity or otherwise.

J. DeWEESE CARTER

Judge

Filed Aug. 1, 1960

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirteenth day of September in the year nineteen hundred and sixty, the following Order To Docket Suit was filed for record, to wit:-

HARRY R. HUGHES, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
CHARLES A. REAMY and BETTY LOU REAMY, his wife, Stevensville, Maryland	:	IN EQUITY
	:	CHANCERY NO. 4334
	:	

Mr. Clerk:

Please docket the above entitled mortgage foreclosure proceedings and file therein the enclosed Mortgage from Charles A. Reamy and Betty Lou Reamy, his wife, to Albert H. McCoubrey and Ethel J. McCoubrey, his wife, dated July 10, 1956, and the assignment of said mortgage by the said mortgagees to Harry R. Hughes for the purpose of foreclosure and collection, dated September 6, 1960.

HARRY R. HUGHES
Harry R. Hughes, Assignee
Law Building
Denton, Maryland
Phone: 454

Filed Sept. 13, 1960

ORIGINAL MORTGAGE

Filed Sept. 13, 1960

#37,723 LIBER 29 PAGE 74
RECEIVED FOR RECORD July 11, 1956

* * * * * * * * * * * *
CHARLES A. REAMY AND BETTY LOU REAMH, HIS WIFE *
*
T O
*
ALBERT H. McCOUBREY AND ETHEL J. McCOUBREY, HIS WIFE *
* * * * * * * * * * * *

THIS PURCHASE MONEY MORTGAGE, Made this 10th day of July, in the year One Thousand Nine Hundred and Fifty-Six, by Charles A. Reamy and Betty Lou Reamy, his wife, both of Queen Anne's County, State of Maryland.

WITNESSETH, that whereas we owe and are justly indebted unto Albert H. McCoubrey and Ethel J. McCoubrey, his wife, both of Queen Anne's County, State of Maryland, in the full and just sum of Thirteen Thousand Two Hundred Forty-Nine Dollars and Eighty Cents ($13,249.80), with interest at the rate of five (5%) per centum per annum, for money borrowed on the hereinafter described property and to be paid back in the manner and form as follows: In 105 consecutive monthly installments of One Hundred Twenty-Five ($125.00) Dollars each, plus interest, and a final installment of One Hundred Twenty-Four Dollars and Eighty-Cents ($124.80) plus interest; the first payment becoming due the 10th day of August, 1956, and all future monthly installments to be due and made on the 10th day of each succeeding month; extra payments at the option of the Mortgagors to be made on regular installment due dates only, so long as such extra payments be in the minimum amount of One Hundred Twenty-Five ($125.00) Dollars or a multiple thereof; and to better secure the prompt payment of said principal and interest, when and as each installment thereof shall become due and payable, as aforesaid, this Purchase Money Mortgage is executed.

NOW, THEREFORE, THIS PURCHASE MONEY MORTGAGE WITNESSETH, that for and in consideration of the premises and the further sum of One ($1.00) Dollar, we, the said Charles A. Reamy and Betty Lou Reamy, his wife, do grant and convey unto Albert H. McCoubrey and Ethel J. McCoubrey, his wife, as tenants by the entireties and not as tenants in common, their assigns, and the heirs and assigns of the survivor, in fee simple, all the following described real estate, to wit:-

ALL those two pieces or parcels of land situate in or near the town of Stevensville, Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows: BEING Lots Nos. 9 and 10 as shown on a plat entitled "Dr. Theodore Cook, Jr., Subdivision of the Frank Dudley Farm, near Stevensville, Queen Anne's County, Maryland", made by J. B. Metcalfe, Registered Surveyor, dated February, 1947, and recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr., No. 16, Folio 522, and having an aggregate width of One Hundred and Fifty (150) feet along the highway (Old U. S. Route No. 50) leading into the town of Stevensville and a uniform width of One Hundred Fifty (150) feet back Two Hundred (200) feet from said highway, SAVE AND EXCEPT so much of the above described property as deeded the 29th day of June, 1956, by the herein parties to the Queen Anne's County Board of Education, an exact description of which can be had by referral to said deed

which is of record among the Land Records for Queen Anne's County in Liber T.S.P. No. 29, Folio 9.

IT BEING the same land as mentioned and described in a deed from Albert H. McCoubrey and Ethel J. McCoubrey, his wife, to Charles A. Reamy and Betty Lou Reamy, his wife, bearing even date herewith, and intended for recording among the Land Records for Queen Anne's County immediately prior herewith.

TOGETHER with all the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, SUBJECT HOWEVER, to the provision as contained in the deed by which the herein Mortgagors received title and to the effect that no building or structure shall be build any closer to the road (Old U. S. Route No. 50) than the P. and S. Garage with is situate upon Lot No. 5 of the aforesaid subdivision.

AND ALSO TOGETHER with all of the rights, privileges and advantages as contained in an Agreement and Deed of Right of Way and Easement dated the 29th day of June, 1956, by and between all of the parties hereto and the Board of Education of Queen Anne's County, which Agreement permits future installation of a sewage system upon the adjoining Stevensville Elementary School property, and reference to same can be had by consulting Liber T.S.P. No. 29, Folio 11, one of the Land Record Books of Queen Anne's County, Maryland.

TO HAVE AND TO HOLD the land and premises above mentioned and described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, unto and to the proper use and benefit of the said Albert H. McCoubrey and Ethel J. McCoubrey, his wife, as tenants by the entireties and not as tenants in common, their assigns, and the heirs and assigns of the survivor, in fee simple.

PROVIDED, that if we shall cause to be paid the said principal and interest,punctually at the times limited for the payment off the same as aforesaid, and perform all the covenants herein con tained, then this Mortgage shall be void. And that until default, we may possess said property and we covenant to pay as they severally fall due all installments of principal and interest hereby intended to be secured, all taxes that may be levied on said property when the same shall become due and payable; and all costs and attorney's commissions and charges incurred in the collection of said principal and interest, or any part thereof, and to insure immediately and pending the existence of this Mortgage to keep insured the improvements on said premises to the amount of at least their insurable value in some insurance company to be first approved by the Mortgagees, their personal representatives and assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid; but in case of default of any covenant herein, then the whole debt, principal and interest, hereby secured, shall be immediately due and demandable, and the said Mortgagees, their personal representatives or assigns, or Robert W. Downes, Jr., their Attorney, are hereby authorized to sell said mortgaged property pursuant to law and convey the same to the purchaser upon the following terms, viz: Cash on day of sale or for cash and credit at the option of the person making such sale, and to apply the proceeds to the payment of:- First, all expenses incident to such sale, including an Attorney's fee of $250.00 and a commission to the party making sale of said property equal to the commissions allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, 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 the aforesaid Attorney's fee and one-half of the commissions allowed to Trustees, as herein provided; Second, all commissions allowed to Trustees as herein provided; and Third, the balance to us or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

TEST:

CHARLES A. REAMY (SEAL)
Charles A. Reamy

J C PALMER

BETTY LOU REAMY (SEAL)
Betty Lou Reamy

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of July, 1956, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles A. Reamy and Betty Lou Reamy, his wife, the within Mortgagors, and each acknowledged the aforesaid Mortgage to be their act; and also at the same time appeared Albert H. McCoubrey and Ethel J. McCoubrey, his wife, the within named Mortgagees, and they 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

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

JOHN C PALMER
Notary Public

We hereby assign the within and aforegoing mortgage to Harry R. Hughes, for the purpose of foreclosure and collection.

Witness our hands and seals this 6th day of September, 1960.

ATTEST:

ALBERT H. McCOUBREY (SEAL)
Albert H. McCoubrey

JOHN C PALMER

ETHEL J. McCOUBREY (SEAL)
Ethel J. McCoubrey

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT

THIS Assignment WAS RECEIVED FOR RECORD THIS 13th DAY OF Sept 1960, AND RECORDED IN LIBER TSP No. 29, folio 77 Land RECORD BOOK FOR QUEEN ANNE'S COUNTY

T. Sorden Pippin CLERK

MILITARY AFFIDAVIT

Filed Sept. 13, 1960

HARRY R, HUGHES, ASSIGNEE	:	IN THE CIRCIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
CHARLES A. REAMY and BETTY LOU REAMY, his wife Stevensville, Maryland	:	IN EQUITY NO. CHY. 4334

MILITARY AFFIDAVIT

I HEREBY CERTIFY, That on this 9th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, personally appeared Harry R. Hughes, Assignee in the above entitled cause, who deposes and says:

That Charles A. Reamy and Betty Lou Reamy, his wife, are both approximately thirty-eight years of age; that the employment of the said Charles A. Reamy is restaurant proprietor and that the said Betty Lou Reamy, his wife, as far as known, is a general housekeeper; that both the said Charles A. Reamy and Betty Lou Reamy, his wife, reside at Stevensville, Queen Anne's County, Maryland; and that neither of the said mortgagors is in the military service of the United States as defined by the Soldiers and Sailors Civil Relief Act of 1940, nor has either of them been in such service within three months prior hereto.

HARRY R. HUGHES
Harry R. Hughes
Assignee

Subscribed and sworn to before me this 9th day of September, 1960.

NOTARY PUBLIC SEAL.

ANN M. SLAUGHTER
Ann M. Slaughter
Notary Public

Filed Sept. 13, 1960

STATEMENT OF MORTGAGE DEBT DUE

Filed Sept. 14, 1960

HARRY R. HUGHES, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR QUEEN ANNE'S COUNTY
CHARLES A. REAMY and BETTY LOU REAMY, his wife, Stevensville, Maryland	:	IN EQUITY CHANCERY NO.

STATEMENT OF MORTGAGE DEBT DUE

Mortgage dated July 10, 1956:	
Balance due on principal	$9,126.65
Interest to September 10, 1960	2.03
Amount of premiums for insurance on mortgaged property paid by mortgagees	52.52
Total mortgage indebtedness due	$9,181.20

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this13th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Albert H. McCoubrey, one of the mortgagees named in the aforegoing mortgage, and made oath in due form of law that the matters and facts contained in the aforegoing statement are true and correct to the best of his knowledge, information and belief, and that the aforegoing is a true statement of the amount due on the aforesaid mortgage; and he further made oath that said mortgage is in default in accordance with the terms thereof as to principal, interest and insurance.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ANN M. SLAUGHTER
Notary Public

Filed Sept. 14, 1960

CERTIFIED COPY OF BOND

Filed Sept. 28, 1960

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

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALITMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Harry R. Hughes, Denton, Maryland, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 ($10,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of September, in the year of our Lord nineteen hundred and sixty.

Whereas, the above bounded Harry R. Hughes by virtue of the power contained in a mortgage from Charles A. Reamy and Betty Lou Reamy, his wife, to Albert H. McCoubrey and Ethel J. McCoubrey, his wife, bearing date the 10th day of July, 1956, and recorded among the mortgage records of Queen Anne's County in Liber T.S.P. No. 29 Folio 74 and which said mortgage was assigned by the said Albert H. McCoubrey and Ethel J. McCoubrey, his wife, to Harry R. Hughes on the 6th day of September, 1960, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounded Harry R. Hughes do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Harry R. Hughes has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

ANNE M. SLAUGHTER HARRY R. HUGHES (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Witness:

By HARRY R. HUGHES
Attorney-in-Fact

ANNE M. SLAUGHTER
As to Surety

Corporate
Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Sept. 28, 1960

T. SORDEN PIPPIN, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 2, folio 39, a Bond Record Book for Queen Anne's County.

Clerk's
Seal.

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 September in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed Oct. 13, 1960

HARRY R. HUGHES, Assignee	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
CHARLES A. REAMY and	IN EQUITY, No. 4334
BETTY LOU REAMY	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry R. Hughes Assignee, in the above entitled cause, respectfully shows:

First: That Charles A. Reamy and Betty Lou Reamy executed a mortgage to Albert H. McCoubrey and Ethel J. McCourbrey, his wife bearing date the 10th day of July, 1956, and recorded in Liber T.S.P. No. 29, Folio 74, etc., one of the Mortgage Record Books for Queen Anne's County, aforesaid, which has been duly assigned to Harry R. Hughes for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy of said mortgage filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said mortgage and after having given bond as required by law, with surety approved by the Clerk of the Circuit Court for Queen Anne's County, for the faithful performance of his trust, and after having complied with all other prerequisites of law and said mortgage, and after having given more than twenty days' notice of the time,place, manner and terms of sale by advertisement inserted in The Record and Observer, a newspaper printed and published in Queen Anne's County, Maryland, as will appear by a printer's certificate of said advertisement filed herewith, your Assignee did attend at public sale, at the premises in the town of Stevensville, Maryland, on October 11, 1960, between the hours of 2:00 and 2:30 o'clock P.M., and then and there proceeded to sell the property mentioned in said mortgage, and described as follows:

ALL those two pieces or parcels of land situate in or near the town of Stevensville, Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows: BEING Lots Nos. 9 and 10 as shown on a plat entitled "Dr. Theodore Cook, Jr., Subdivision of the Frank Dudley Farm, near Stevensville, Queen Anne's County, Maryland", made by J. B. Metcalfe, Registered Surveyor, dated February, 1947, and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 16 folio 522, and having an aggregate width of One Hundred and Fifty (150) feet along the highway (Old U.S. Route No. 50) leading into the town of Stevensville and a uniform width of One Hundred Fifty (150) feet back Two Hundred (200) feet from said highway, SAVE AND EXCEPT so much of the above described property as deeded the 29th day of June, 1956, by the herein parties to the Queen Anne's County Board of Education, an exact description of which can be had by referral to said deed which is of record among the Land Records for Queen Anne's County in Liber T.S.P. No. 29, Folio 9. It being the same land as mentioned and described in a deed from Albert H. McCoubrey and Ethel J. McCourbey, his wife to Charles A. Reamy and Betty Lou Reamy, his wife, dated July 10,1956, and recorded in Liber T.S.P. No. 29 folio 71, one of the Land Records for Queen Anne's County, Maryland, which said deed contains a provision to the effect that no building or structure shall be built any closer to the road (Old U.S. Route No. 50) than the P. and S. Garage which is situate upon Lot No. 5 of the aforesaid subdivision. (The sale of said property in these proceedings is made subject to said provision, the complete description thereof being incorporated herein by reference to said deed.)

AND ALSO TOGETHER with all of the rights, privileges and advantages as contained in an Agreement and Deed of Right-of-Way and Easement dated the 29th day of June, 1956, by and between all of the parties to said Mortgage and the Board of Education of Queen Anne's County, which Agreement permits future installation of a sewage system upon the adjoining Stevensville Elementary School property, and reference to same can be had by consulting Liber T.S.P. No. 29, Folio 11, one of the Land Record Books of Queen Anne's County, Maryland.

Your Assignee then and there sold the said property to The Board of Education of Queen Anne's County, it being the highest bidder therefore, at the sum of Eight Thousand Five Hundred Dollars ($8,500.00), and said purchaser has satisfactorily complied with the terms of sale.

Respectfully submitted,

HARRY R. HUGHES
Assignee

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

I HEREBY CERTIFY, That on this 12th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Harry R. Hughes Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are correct and true as therein stated, to the best of his knowledge and belief and that the sale therein reported was fairly made, and further made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts that the Mortgagors are(not)in the military service of the United States, and have not been in such service within three months prior hereto, and show the following facts relative to the status of the Mortgagor:
That they are husband and wife, civilians, approximately 38 years old and reside at Stevensville, Queen Anne's County, Maryland.

Witness my hand and Notarial Seal.

REBECCA JANE NELSON
Notary Public

NOTARY
PUBLIC
SEAL.

Filed Oct. 13, 1960

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Oct. 13, 1960

Harry R. Hughes, Solicitor
Law Building
Denton, Maryland

ASSIGNEE'S SALE
-OF VALUABLE-
R E A L E S T A T E
Known as "White House Restaurant"
Near Stevensville

Under and by virtue of the power and authority contained in a Mortgage from Charles A. Reamy and Betty Lou Reamy, his wife, unto Albert H. McCoubrey and Ethel J. McCoubrey, his wife, dated July 10, 1956, and recorded in Liber T.S.P. No. 29, Folio 74, one of the Land Record Books for Queen Anne's County, Maryland, which said mortgage has been duly assigned unto Harry R. Hughes for the purpose of foreclosure and collection (degault having occurred in the covenants and conditions in said mortgage contained), the undersigned Assignee will offer and expose at public auction in front of said restaurant premises located on old U.S. Route No. 50 opposite the Stevensville High School, on

TUESDAY, OCTOBER 11

1960, at 2 o'clock P.M. (E.D.S.T.), the following described real estate, to wit:

All those two pieces or parcels of land situate in or near the town of Stevensville, Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows: BEING Lots Nos. 9 and 10 as shown on a plat entitled "Dr. Theodore Cook, Jr., Subdivision of the Frank Dudley Farm, near Stevensville, Queen Anne's County, Maryland, made by J. B. Metcalfe, Registered Surveyor, dated February, 1947, and recorded among the Land Records, of Queen Anne's County in Liber A.S.G., Jr., No. 16, Folio 522, and having an aggregate width of One Hundred and Fifty (150) feet along the highway (Old U.S. Route No. 50) leading into the town of Stevensville and a uniform width of One Hundred Fifty (150) feet back Two Hundred (200) feet from said highway, SAVE AND EXCEPT so much of the above described property as deeced the 29th day of June, 1956, by the herein parties to the Queen Anne's County Board of Education, an exact description of which can be had by referral to said deed which is of record among the Land Records for Queen Anne's County in Liber T.S.P. No. 29 Folio 9. It being the same land as mentioned and described in a deed from Albert H. McCoubrey and Ethel J. McCoubrey, his wife to Charles A. Reamy and Betty Lou Reamy, his wife, dated July 10, 1956, and recorded in Liber T.S.P. No. 29, Folio 71, one of the Land Records for Queen Anne's County, Maryland, which said deed contains a provision to the effect that no building or structure shall be built any closer to the road (Old U.S. Route No. 50) than the P. and S. Garage which is situate upon Lot No. 5 of the aforesaid subdivision. (The sale of said property in these proceedings is made subject to said provision, the complete description thereof being incorporated herein by reference to said deed.)

AND ALSO TOGETHER with all of the rights, privileges and advantages as contained in an Agreement and Deed of Right-of-Way and Easement dated the 29th day of June, 1956, by and between all of the parties to said Mortgage and the Board of Education of Queen Anne's County, which Agreement permits future installation of a sewage system upon the adjoining Stevensville Elementary School property, and reference to same can be had by consulting Liber T.S.P. No. 29, Folio 11, one of the Land Record Books of Queen Anne's County, Maryland.

IMPROVEMENTS: The improvements consist of a one-story frame restaurant building approximately 28 feet wide and 35 feet deep. This building is in good repair and has in addition to a dining room, kitchen and rest roon, adequate living quarters adjoining. The dining room contains several booths and a sode fountain. To the rear of the building is a small frame storage building (12 feet by 8 feet). This restaurant property is well located on Old U.S. Route No. 50, in front of the Stevensbille High School and adjoins the property of the Stevensville Elementary School. The restaurant building could be easily converted into a residential property.

TERMS OF SALE: One-third cash shall be required on day of sale, balance upon ratification of sale, or all cash at the option of the purchaser or purchasers. Deferred payment, if any, shall bear interest from day of sale and shall be secured to the satisfaction of the undersigned Assignee. Title papers and all documentary stamps shall be at the expense of the purchaser. Taxes shall be adjusted to the date of settlement.

HARRY R. HUGHES, Assignee

William J. Barcus, Jr., Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 13, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the assignee's sale in the case/estate of White House Restaurant 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 4 successive weeks before the 11th day of October, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th day of Sept. 1960, and the last insertion on the 6th day of October, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By B. BISCOE

Filed Oct. 13, 1960

ORDER NISI

Filed Oct. 13, 1960

ORDER NISI ON SALE

Harry R. Hughes, Assignee	)	In the Circuit Court
vs.	)	for Queen Anne's County
Charles A. Reamy and Betty Lou Reamy, his wife	)	In Equity
		Cause No. 4334

ORDERED, this 13th. day of October, 1960, that the sale of the real property, made and reported in this cause by Harry R. Hughes, Assignee, be ratified and confirmed, on or after the 14th. day of November, 1960, unless cause to the contrary thereof be previousely shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th. day of November, 1960.

The report states the amount of sales to be $8,500.00.

T. SORDEN PIPPIN Clerk

Filed October 13, 1960

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed Nov. 14, 1960

ORDER NISI ON SALE

Harry R. Hughes, Assignee
vs.
Charles A. Reamy and
Betty Lou Reamy, his wife

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

Cause No. 4334

ORDERED, this 13th day of October, 1960, that the sale of the real property, made and reported in this cause by Harry R. Hughes, Assignee, be ratified and confirmed, on or after the 14th day of November, 1960, unless cause to the contrary thereof be preciously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of November, 1960.

The report states the amount of sales to be $8,500.00.

T. SORDEN PIPPIN, Clerk

Filed October 13, 1960
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 14, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case/estate of Harry R. Hughes, Assignee vs Charles A. Reamy and Betty Lou Reamy, his wife 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 3 successive weeks before the 7th day of November, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of October 1960, and the last insertion on the 3rd day of November, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Nov. 14, 1960

FINAL ORDER RATIFICATION OF SALE

Filed Nov. 14, 1960

FINAL ORDER RATIFICATION OF SALE

HARRY R. HUGHES Assignee	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY, No. 4334 Chy.
CHARLES A. REAMY and BETTY LOU REAMY, his wife	)	

ORDERED, This 14th day of November, 1960, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by Harry R. Hughes Assignee, 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 of this Court; and the Assignee is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

THOS J. KEATING JR.
J U D G E

Filed Nov. 14, 1960

AUDIT

Filed Dec. 6, 1960

Harry R. Hughes, Assignee	:	In The Circuit Court For
vs.	:	Queen Anne's County In Equity
Charles A. Reamy & Wife	:	No. 4334

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Harry R. Hughes, Assignee (and Vendor) of the mortgage foreclosed in this cause.

2. That in the within account, the said vendor is charged with the proceeds of sale, per his report filed in this cause, and thereafter, allowed the following expenses, to wit: his fee for his services, his commissions for making said sale, his costs for having an assignment of said mortgage to him for the purposes of foreclosure, the court costs, the bond premium of the corporate surety bond filed in this cause, the fee of the auctioneer, the advertising costs of the notice of sale, the nisi of sale and the audit nisi to be passed as to this account, the fee of hour auditor for stating this account, and the balance was directed to be distributed to the said Bendor as a partial payment of said indebtedness.

3. The net proceeds, after deduction of the above expenses, was in the sum of $7,195.30, and the same was directed to be credited as a partial payment on the mortgage indebtedness of $9,181.20, per statement of debt filed in this cause, leaving a deficiency in the sum of $1,985.90.

Respectfully submitted,

J THOMAS CLARK
Auditor

December 5, 1960

Filed Dec. 6, 1960

Cause No. 4334

The proceeds of the sale of real estate reported in this cause, in account with Harry R. Hughes, Assignee of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1960 Oct. 11	By proceeds of the sale of said land, per report of said vendor, to wit: ----------	$8,500.00

Dr.

To Harry R. Hughes, Assignee, (and vendor), per terms of mortgage, as follows, to wit:			
1-His fee for his services ----------	$250.00		
2-His commissions for making sale ---------	575.00	$825.00	
To do., for an amount due the Clerk of this Court, per statement for same exhibited, to wit:			
1-Costs of T. Sorden Pippin, Clerk --------	$ 28.00		
2-Appearance fee of Harry R. Hughes, Atty--	10.00	38.00	
To do for an amount due Fideltiy and Deposit Company for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:----------			40.00
To do., for an amount paid Queen Anne's Record-Observer, per its' receipts for same exhibited, as follows, to wit:			
1-Costs of publishing notice of sale -----	$100.37	112.37	
2-Costs of publishing order nisi of sale ----------	12.00		
To do., for an amount due W. J. Barcus, Jr., auctioneer, for crying said sale, per statement for same exhibited, to wit:----------			85.00
To do., for an amount paid Royden N. Powell, Jr., Treasurer, for state and county taxes for year 1960 as follows, per receipts for same exhibited, to wit:			
1-Taxes on realty for 10½ mos ----------	$ 80.43		
2-Taxes on personal property in realty --	32.15	112.58	
To do., for an amount paid to T. Sorden Pippin, Clerk for assigning mortgage to Assignee for purposes of foreclosure, per receipt for same exhibited, to wit:----------			.75
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of ----------			10.00

J THOMAS CLARK
Auditor

December 5, 1960

To J. Thomas Clark, Auditor, for stating this audit, the sum of ----------	81.00	
To Harry R. Hughes, Assignee, as a partial payment due under the terms of the mortgage foreclosed in this cause, as per terms of said mortgage, per statement of mortgage debt filed in this cause in the sum of $9,181.20, the balance to be credited as a partial payment of or on the same, the sum of ----	7195.30	
	$8500.00	$8,500.00

December 5, 1960

J THOMAS CLARK
Auditor

Filed Dec. 6, 1960

NISI RATIFICATION OF AUDIT

Filed Dec. 6, 1960

NISI RATIFICATION OF AUDIT

Harry R. Hughes, Assignee	)	In the Circuit Court
	)	
VS.	(	for Queen Anne's County
	)	
Charles A. Reamy and Betty Lou Reamy, his wife	)	In Equity
	)	Cause No. 4334

ORDERED, this 6th. day of December, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 23rd day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 16th. day of December, 1960.

T. SORDEN PIPPIN Clerk

Filed December 6, 1960

CERTIFICATE OF PUBLICATION

Filed Dec. 20, 1960

ORDER NISI ON SALE

Harry R. Hughes, Assignee
vs.
Charles A. Reamy and
Betty Lou Reamy, his wife

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

Cause No. 4334

ORDERED, this 13th day of October, 1960, that the sale of the real property, made and reported in this cause by Harry R. Hughes, Assignee, be ratified and confirmed, on or after the 14th day of November, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of November, 1960.

The report states the amount of sales to be $8,500.00.

T. SORDEN PIPPIN, Clerk

Filed October 13, 1960
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 19,1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of Harry R. Hughes, Assignee vs. Charles A. Reamy & Wife 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 3 successive weeks before the 7th day of November, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of Oct. 1960, and the last insertion on the 3rd day of November, 1960

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By B. BISCOE

Filed Dec. 20, 1960

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed Jan. 5, 1961

NISI RATIFICATION OF AUDIT

Harry R. Hughes, Assignee
vs.
Charles A. Reamy and Betty
Lou Reamy, his wife

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

Cause No. 4334

ORDERED, this 6th day of December, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 23rd day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 16th day of December, 1960.

T. SORDEN PIPPIN, Clerk

Filed December 6, 1960
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 4, 1961

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 Harry R. Hughes, Assignee vs Charles A. Reamy & Betty Lou Reamy 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 2 successive weeks before the 16th day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of December 1960, and the last insertion on the 15th day of Dece,ber, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Jan. 5, 1961

FINAL ORDER OF RATIFICATION

Filed Jan. 6, 1961

FINAL ORDER OF RATIFICATION

ORDERED this 6th day of January, 1961, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account of the Auditor be and the same is finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Order Nisi; and the Assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

THOS J. KEATING JR.

JUDGE

Filed Jan. 6, 1961

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourteenth day of November, in the year nineteen hundred and sixty, the followin g Order for Appearance and to Docket Foreclosure Suit was filed for record, to wit:-

PHILANDER B. BRISCOE, Attorney named in mortgage for purposes of collection and foreclosure of mortgage,	:	IN THE
	:	CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
Plaintiff	:	In Chancery
vs	:	Docket 4346
WILLIAM GARFIELD BUTLER	:	Folio
and	:	Number
MARY ELIZABETH BUTLER, his wife,	:	
Defendants	:	

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

ORDER FOR APPEARANCE AND TO
DOCKET FORECLOSURE SUIT

Mr. Clerk:

Please enter case on your Chancery Docket as above captioned, file as Exhibit A the attached mortgage from above Defendants to Metropolis Building Association of Baltimore City, dated 31st day of October, 1958, recorded Liber T.S.P. No. 45, Folio 426, default having occurred in the covenants of said mortgage, and enter my appearance for Plaintiff.

PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney for Plaintiff
436 Equitable Building
Baltimore 2, Maryland
PLaza 2-1403

Filed Nov. 14, 1960

EXHIBIT A

Filed November 14, 1960

#41,792 LIBER 45 PAGE 426
RECEIVED FOR RECORD Jan. 20, 1959

BUILDING ASSOCIATION MORTGAGE-CITY OR COUNTY-WITH CLAUSE-47

EXHIBIT A

THIS PURCHASE MONEY MORTGAGE, Made this 31st day of October in the year one thousand nine hundred and fifty-eight between WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife of the County of Queen Anne, in the State of Maryland, Mortgagors, and the METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife being members of the said body corporate have received therefrom an advance of Four Thousand Two Hundred Ninety ($4,290.00) Dollars on Thirty-three shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife do grant unto METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY and its successors and assigns, all THAT piece or parcel of ground situate and lying in the Town of Church Hill, Queen Anne's Co. at present known as No. and described as follows: BEGINNING FOR THE SAME at a stone planted on the Southwest side of New Street adjoining the land of Richard Trusty and running thence with said Trusty land South 49 degrees West 102 feet to a stone, thence through the land of Henry Dodd parallel to New Street 60 feet to a stone, thence still through said Dodd land parallel to the first line reversed 102 feet to the Southwest side of said New Street to a stone, thence running with and binding on the Southwest side of said New Street in Northwesterly direction 60 feet to the place of beginning.

Being the same property which Richard W. Murphy conveyed to Mortgagors by Deed dated October 31, 1958 and recorded among Land Records of said Queen Anne's County immediately prior hereto.

Said RICHARD W. MURPHY was divorced a vinculo matrimonii by the Circuit Court for Kent County, Maryland by Decree dated March 22, 1957.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, in Fee Simple

IF, HOWEVER, the said Mortgagor shall make the payments and perform the covenants herein on part contained, then this Mortgage shall be void.

AND the said Mortgagors, for their heirs, executors, administrators and assings, covenant with the said Metropolis Building Association of Baltimore City its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of Twenty-five cents on each of said Thirty-three shares of stock as dues, until the combined payment of dues shall amount to One Hundred Thirty Dollars for each of said Thirty-three shares, and also to pay weekly, the sum of Fifteen cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Thirty dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the geound rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and Eighty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, consitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE, in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Phillander B. Briscoe, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Two Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there by), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

WILLIAM GARFIELD BUTLER (SEAL)
William Garfield Butler

TEST:

MARY ELIZABETH BUTLER (SEAL)
Mary Elizabeth Butler, his wife

LUISA L. BRISCOE
Luisa L. Briscoe

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 31st day of October in the year one thousand nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Garfield Butler and Mary Elizabeth Butler, his wife the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Stuart C. Smith, President of the Metropolis Building Association of Baltimore City 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.

NOTARY
PUBLIC
SEAL.

LUISA L. BRISCOE
Luisa L. Briscoe Notary Public

Filed Nov. 14, 1960

CERTIFIED COPY OF BOND

Filed December 2, 1960

Queen Anne's County, to wit: Be it remembered that on this Second day of December in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Philander B. Briscoe, 436 Equitable Building, Baltimore 2, Maryland as Principal, and the FIDELITH 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 FOUR THOUSAND FIVE HUNDRED AND 00/100 ($4,500.00)--- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of December in the year of our Lord 1960.

Whereas, the above bounden Philander B. Briscoe by virtue of the power contained in a mortgage from William Garfield Butler and Mary Elizabeth Butler to Metropolis Building Association bearing date the --- day of --- and recorded among the mortgage records of Queen Anne's County in Liber --- No.--- Folio--- and Philander B. Briscoe is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Philander B. Briscoe does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the 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 Philander B. Briscoe has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

ALICE C. PAPEN

PHILANDER B. BRISCOE (SEAL)
Philander B. Briscoe

Witness:

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

D. ANTHONY
D. Anthony As to Surety

By Joseph C McHugh
Joseph C. McHugh Attorney-in-Fact

Corporate Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Dec. 2, 1960

T. Sorden Pippin Clerk

Certified Copy of Power of Attorney attached hereto.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 2, folio 59, 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 Second day of December in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

STATEMENT OF MORTGAGE DEBT

Filed December 2, 1960

PHILANDER B. BRISCOE, Atty, vs.
WILLIAM GARFIELD BUTLER, et al

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, In Chancery
#4346

MORTGAGE DEBT STATEMENT

Original Loan	$4,290.00		
Paid on Account	207.45		
Balance due on Principal		$4,082.55	
Interest to date 32 weeks @4.80		153.60	
Fines to date 32 weeks @1.60		51.20	
Release fee 2%		81.65	
		$4,369.00	
Expense Account -,Credit Balance		113.18	
Due Association		$4,255.82	
Attorney's Fee		10.00	
President's Fee		10.00	
			$4,275.82

STATE OF MARYLAND, CITY OF BALTIMORE, To-wit:

I HEREBY CERTIFY, That on this 1st day of December, 1960, before me, the subscriber, a Notary Public, in and for said City and State, personally appeared Stuart C. Smith, President of The Metropolis Building Association of Baltimore City, and made oath in due form of law that the figures set forth in said Mortgage Debt Statement are true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ALICE C. PAPEN
Alice C. Papen, Notary Public

Filed Dec. 2, 1960

REPORT OF SALE

Filed December 22, 1960

PHILANDER B. BRISCOE Attorney named in mortgage for purposes of collection and foreclosure of mortgage, Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN CHANCERY
WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife, Defendants	:	Docket Folio Case No. 4346

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Philander B. Briscoe, Attorney named in mortgage, to make sale for foreclosure of mortgage from William Garfield Butler and Mary Elizabeth Butler, his wife, to Metropolis Building Association of Baltimore City, dated October 31st, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 45, Folio 426, default having occurred in the covenants contained in said mortgage, which was filed heretofor in these proceedings, respectfully shows unto Your Honors:

That after having given bond with security for the faithful discharge of his trust as reposed in him by the terms of sale by advertisement in Queen Anne's Record Observer and Baltimore Sun, newspapers published in Queen Anne's County and Baltimore City respectively for required period before the day of sale as will appear by reference hereto annexed Notice of Sale, copies of which were mailed to about 15 prospective purchasers and the premises having been posted by appropriate signs before the sale, he did pursuant to said notice attend on the premises and then and there sold at 11:00 A. M., (E.S.T.) Saturday, December 10th, 1960, through Alex Cooper, Auctioneer, at public auction, in the manner and upon the terms advertised to the highest bidder the property secured by said mortgage and described therein as lot lying in the Town of Church Hill, Queen Anne's County, Maryland, and described as follows:

BEGINNING for the same at a stone planted on the Southwest side of New Street adjoining the land of Richard Trusty and running thence with said Trusty land south 49 degrees west 102 feet to a stone, thence through the land of Henry Dodd parallel to New Street 60 feet to a stone, thence still through said Dodd land parallel to the first line reversed 102 feet to the southwest side of New Street to a stone, thence running with and binding on the southwest side of said New Street in northwest-

erly direction 60 feet to the place of beginning, for title reference see Deed from Richard W. Murphy to above mortgagors dated October 31st, 1958 and recorded among Land Records of said County in Liber T.S.P. 45, Folio 424, and there sold said property to Metropolis Building Association of Baltimore City, a body corporate, for the sum of TWO THOUSAND ($2,000.00) DOLLARS, it being the highest and best bid for said property and said purchaser has complied with the terms of sale as set forth in said advertisement of sale, the terms of sale being cash.

PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney named in Mortgage

STATE OF MARYLAND
TO WIT:
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 20th day of December, in the year Nineteen Hundred and Sixty, before me, the subscriber, a Notary Public, of the State of Maryland, County of Baltimore, personally appeared Philander B. Briscoe, Attorney named in above Report of Sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

NOTARY
PUBLIC
SEAL

MARY LEE SCHWARTZ
Mary Lee Schwartz
Notary Public

Filed Dec. 22, 1960

ORDER NISI ON SALE

Filed December 22, 1960

ORDER NISI ON SALE

PHILANDER B. BRISCOE Attorney named in mortgage for purposes of collection and foreclosure of mortgage, vs. William Garfield Butler and Mary Elizabeth Butler, his wife	:	In the Circuit Court for Queen Anne's County In Equity Cause No. 4346

ORDERED, this 22nd. day of December, 1960, that the sale of the real property, made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd. day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th. day of January, 1961.

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

T. SORDEN PIPPIN Clerk

Filed December 22, 1960

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed February 6, 1961

ORDER NISI ON SALE

Philander B. Briscoe,
Attorney named in mortgage for
purposes of collection and
foreclosure of mortgage,

vs.

William Garfield Butler
Mary Elizabeth Butler, his wife

In the Circuit Court
for QUEEN ANNE'S COUNTY
In Equity

Cause No. 4346

ORDERED, this 22nd day of December, 1960, that the sale of the real property, made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of January, 1961.

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

T. SORDEN PIPPIN, Clerk

Filed: December 22, 1960
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 6, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on sale in the case/estate of William Garfield Butler & Mary Elizabeth Butler, his wife 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 3 successive weeks before the 16th day of January, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of December 1960, and the last insertion on the 12th day of January, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 6, 1961

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed February 9, 1961

Philander B. Briscoe, Solicitor
436 Equitable Bldg. Balto. 2, Md.

ATTORNEY'S SALE
OF VALUABLE FEE SIMPLE
DWELLING PROPERTY

Situated On New St., Church Hill
Queen Anne's County, Md.

Under and by virtue of the power of sale in mortgage from William Garfield Butler and Mary Elizabeth Butler, his wife, to Metropolis, Building Association of Baltimore City, dated October 31, 1958, and recorded among the lands records of Queen Anne's County in Liber 45, Page 426, default having occurred in payment thereof in accordance with terms and conditions therein the undersigned, Attorney named in Mortgage, will offer at public auction to the highest bidder, on

SATURDAY, DEC. 10, 1960

AT 11 O'CLOCK A.M.
all that piece or parcel
of ground situate and lying in the

Town of Church Hill, Queen Anne's County, Maryland, and described as follows:

BEGINNING for the same at a stone planted on the Southwest side of New Street adjoining the land of Richard Trusty and running thence with said Trusty land South 49 degrees West 102 feet to a stone, thence through the land of Henry Dodd parallel to New Street 60 feet to a stone, thence still through said Dodd land parallel to the first line reversed 102 feet to the Southwest side of said New Street to a stone, thence running with and binding on the Southwest side of said New Street in Northwesterly direction 60 feet to the place of beginning. The improvements consist of a frame dwelling.

TERMS OF SALE: $500 of the purchase money required as deposit at time of sale, balance in cash upon ratification of sale by Circuit Court for Queen Anne's County, or all cash on the day of sale at option of purchaser, deferred payment to bear interest from day of sale, possession to be given upon ratification of sale, purchaser to pay all costs of title papers and transfer including all revenue stamps, taxes adjusted to day of sale, property at risk of purchaser from day of sale.

PHILANDER B. BRISCOE,
Attorney named in Mortgage

ALEX COOPER, Auctioneer
212 N. Calvert St.
Balto. 2, Md.
Plaza 2-4868

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 8, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale in the case/estate of William Garfield Butler & Mary Elizabeth Butler, his wife 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 4 successive weeks before the 10th day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of November 1960, and the last insertion on the 8th day of December, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 9, 1961

FINAL RATIFICATION OF SALE

Filed February 9, 1961

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Chancery, this 9th day of February 1961, that the sale of the real estate made and reported in this cause by Philander B. Biscoe, Attorney named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Philander B. Briscoe, Attorney named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

THOS. J. KEATING, JR.

Judge
Circuit Court for Queen Anne's
County

Filed Feb. 9, 1961

AUDIT

Filed February 14, 1961

Philander B. Briscoe, Attorney
named in Mortgage, etc.

vs.

William Garfield Butler and
Mary Elizabeth Butler, his wife

In The Circuit Court For
Queeh Anne's County In
Equity No. 4346

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully respresents:

1. That the within account is stated at the request of Philander B. Briscoe, Attorney named in Mortgage (and vendor) in these proceedings, wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the terms of the mortgage. The mortgage deficiency appears to be in the sum of $2,989.69.

2. That in the within account, the vendor is charged with the proceeds of sale; and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, the vendor's share of 1960 state and county realty taxes, his notary expenses, his fee for his services and commissions, as per terms of said mortgage, the fee of your auditor for stating this account, and the balance of said proceeds have been directed to be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK

Auditor

February 10, 1961

Cause No. 4346

The proceeds of the sale of real estate reported in this cause, in account with Philander B. Briscoe, Attorney named in mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1960
Dec. 10 By proceeds of the sale of land, per report of vendor, to wit:-- $2,000.00

Dr.

To Philander B. Briscoe, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services ----------	$200.00	
2-His commissions for making said sale--	200.00	$400.00
To do., for an amount paid T. Sorden Pippin, Clerk, for court costs in this cause, per statement receipted exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk--------	$28.00	38.00
2-Appearance fee of Philander B. Briscoe, Attorney----------	10.00	38.00
To do., for an amount due Stuart C. Smith, Agent, for the premium on the corporate surety bond filed in this cause, per statement exhibited, to wit:----------		18.00
To do., for amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs of publishing advertisement of sale----------	$50.87	
2-Costs of publishing order nisi of sale----------	12.00	62.87
To do., for an amount due The Baltimore Sun for publishing advertisement of sale, per statement exhibited, to wit:----------		15.70
To do., for an amount due Alex Cooper, auctioneer, for crying said sale, per statement for same exhibited, to wit:----------		90.00
To do., for an amount paid for notary fees in this cause, per statement of vendor exhibited, to wit:----------		1.50
To do., for an allowance to vendor for 11 1/3 months of 1960 State and County taxes on realty sold herein in total sum of $34.73, per advertisement of sale, to wit:----------		32.80

February 10, 1961 J THOMAS CLARK
Auditor

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of----------	10.00	
To J. Thomas Clark, auditor, for stating this audit, the sum of----------	45.00	
To Metropolis Building Association of Baltimore City as a partial payment on the indebtedness due under the terms of the mortgage foreclosed herein in the sum of $4275.82, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of----------	1286.13	
	$2000.00	$2,000.00

February 10, 1961 J THOMAS CLARK
Auditor

Filed Feb. 14, 1961

NISI RATIFICATION OF AUDIT

Filed February 14, 1961

NISI RATIFICATION OF AUDIT

Philander B. Briscoe, Attorney named in mortgage for purpose of Collection and foreclosure of mortgage VS. William Garfiled Butler and Mary Elizabeth Butler, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 4346

ORDERED, this 14th. day of February, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd. day of March, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 24th. day of February, 1961.

T. SORDEN PIPPIN Clerk

Filed February 14, 1961

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed May 16, 1961

NISI RATIFICATION OF AUDIT

Philander B. Briscoe, Attorney named
in mortgage for purpose of collection
and foreclosure of mortgage
vs.
William Garfield Butler and
Mary Elizabeth Butler, his wife

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

Cause No. 4346.

ORDERED, this 14th, day of February, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd day of March, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 24th day of February, 1961.

T. SORDEN PIPPIN, Clerk

Filed: Bebruary 14, 1961
True Copy
Test:

T. SORDEN PIPPIN Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 15, 1961

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 Briscoe vs. Butler and wifee a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERBER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for successive weeks before the 24th day of February, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of February 1961, and the last insertion on the 23rd day of February, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed May 16, 1961

FINAL ORDER OF COURT

Filed May 17, 1961

FINAL ORDER OF COURT

ORDERED this 17th day of May, 1961 by the Circuit Court for Queen Anne's County, in Chancery, that the aforegoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given according to the previous Order, and that Atty. named in mortgage apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

THOS J. KEATING, JR.
Judge, Circuit Court for
Queen Anne's County

Filed May 17, 1961

::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on this twenty-sixth day of January in the year nineteen hundred seventy, the following SHERIFF'S CERTIFICATE OF SERVICE was brought to be recorded, to wit:-

Farmers Bank of the State of Delaware,
Newark,
Delaware.
Plaintiff

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

VS.

Law No. 1391

Vernon Middleton and
Frances T. Middleton,
Centreville, Maryland

This will certify that I, Alexis M. Butler, being then Sheriff of Queen Anne's County, Maryland, did serve summons upon the defendants in the above entitled case, Vernon Middleton and Frances T. Middleton, his wife, who were then living at Hammond Street, Centreville, Maryland, on or about November 20th, 1958, the said case having been filed in the Circuit Court for Queen Anne's County on November 19th, 1958.

ALEXIS M. BUTLER
Alexis M. Butler,
formerly Sheriff of Queen Anne's
County, Maryland.

Filed Jan. 26, 1970