QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eighth day of June in the year nineteen hundred and sixty-four, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

H. Allen Mezger, Assignee	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
Rufus Lewis and Edna M. Lewis, his wife	*	QUEEN ANNE'S COUNTY
	*	Equity No. 4632

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

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H ALLEN MEZGER
H. Allen Mezger,
Assignee

Filed June 8, 1964

ORIGINAL MORTGAGE
Filed June 8, 1964

THIS MORTGAGE, Made this 3rd day of October -, in the year one thousand nine hundred and fifty-two, between RUFUS LEWIS AND EDNA M. LEWIS, his wife, of the County of Queen Anne's, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Six Thousand ($6000.00) Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-eight Dollars and Fifty-six Cents ($58.56)- commencing on the fifth day of November, 1952, and on the fifth day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Fourth Election District, Queen Anne's County, Maryland, and described as follows:

BEING known and designated as Lots Nos. One (1) and Two (2), Block 10, on the Plat of the land of the Love Point Land and Improvement Company of Caroline County, which Plat is recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folios 590 and 591.

BEING the same lots of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County, were granted and conveyed by Marvin A. Morris, Divorced, to the said Mortgagors.

TOGETHER with the improvements thereon and the rights and 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 lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the restrictions of record.

PROVIDED, however, if the said mortgagors, their 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 their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards 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 mortgagors, their 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; (2) To pay monthly on or before the fifth day of each and every month the sum of Eight ($8.00) Dollars for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when pay-

able. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, 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 mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) 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; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their 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; (6) 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.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted 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 Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereot. And upon any sale of said property, whether under the above assent to a decree or under the above powers 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 to the attorney conducting the foreclosure 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 County aforesaid; (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; and (3) 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.

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 .

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

RUFUS LEWIS (SEAL)
Rufus Lewis

JANET C. MAISEL
Janet C. Maisel

EDNA M. LEWIS (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fufus Lewis and Edna M. Lewis, his wife known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration et forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

JANET C. MAISEL
Janet C. Maisel
Notary Public

Notary
Public
Seal
My Commission Expires May 4th, 1953.

Filed June 8, 1964

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, The Arundel Federal Savings and Loan Association of Baltimore City, hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purpose of foreclosure.

IN TESTIMONY WHEREOF, The said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 2nd day of June, 1964.

ATTEST:

E. JANE RUSINEK
E. Jane Rusinek

Corporate Seal

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: JOHN P. HELMER
John P. Helmer, President

STATEMENT OF MORTGAGE DEBT
Filed June 8, 1964

H. Allen Mezber, Assignee	.	IN THE
VS	.	CIRCUIT COURT
Rufus Lewis and Edna M. Lewis, his wife	.	-OF-
	.	QUEEN ANNE'S COUNTY
	.	Equity No. 4632

. . . . . .

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 6,000.00
Less- Total amount paid on account of Principal	$3794.43	
Less-Credit Expense Account	11.92	3,806.35
	$3806.35	$ 2,193.65
Plus accumulated interest to June 30th, 1964 (with interest thereafter at rate of 6% per annum)		22.11
Total Amount of Mortgage Indebtedness		$ 2,215.76

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

By: VICTOR A. PYLES JR
Victor A. Pyles, Jr.
Asst Treasurer

Corporate Seal

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIRY, That on this 5th day of June, in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Victor A. Pyles, Jr. Asst. Treasurer of Arundel Federal Savings and Loan Association of Baltimore City the Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

PEYTON PAUL PHILLIPS
Peyton Paul Phillips-Notary Public

My Commission Expires May 3rd, 1965

Notary
Public
Seal

Filed June 8, 1964

CERTIFIED COPY OF BOND
Filed July 21, 1964

RECEIVED FOR RECORD July 21, 1964

Assignee's Bond No. 90-876104

KNOW ALL MEN BY THESE PRESENTS:

THAT WE H. Allen Mezger of Suite 419, One North Charles, Baltimore, Maryland 21201 and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Two Hundred Fifty and No/100 ($2,250.00)Dollars, to be paid to the State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of July in the year of our Lord nineteen hundred and sixty-four,

WHEREAS, the above bounden H. Allen Mezger by virtue of assignment of a power contained in mortgage from FUFUS LEWIS AND EDNA M. LEWIS, HIS WIFE to ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY dated October 3, 1962 and recorded in Liber TSP No 6 folio 600 etc., one of the Land Record Books of Queen Anne County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him by assignment of power in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered)
in the presence of)

H ALLEN MEZGER (SEAL)
H. Allen Mezger

JOYCE W. WALTEMEYER
Joyce W. Waltemeyer

MARYLAND CASUALTY COMPANY

By ELSIE C EVANS
Elsie C. Evans
Attorney-in-Fact

ATTEST:

L. PILL

Corporate Seal

Security approved and Bond filed July 21, 1964

CHARLES W. CECIL, Clerk

Certified Copy of Power of Attorney Attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 65, a Bond Record Book for Queen Annne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne 's County, this 21st day of July in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

MILITARY AFFIDAVIT
Filed July 21, 1964

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee	)	IN THE
vs.	)	CIRCUIT COURT
Rufus Lewis and Edna M. Lewis, his wife	)	OF QUEEN ANNE'S COUNTY Equity No. 4632 Docket_____ Folio_____

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any

nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

BY: JOHN P. HELMER
John P. Helmer Affiant.
President
Corporate
Seal

Subscribed and sworn to before me
this 30th day of June, 1964

E. JANE RUSINEK
Notary Public
E. Jane Rusinek
My commission expires May 3rd, 1965

Notary
Public
Seal

Filed July 21, 1964

REPORT OF SALE
Filed Aug. 4, 1964

H. Allen Mezger, Assignee	*	IN THE
VS	*	CIRCUIT COURT
Rufus Lewis and Edna M. Lewis, his wife	* *	FOR QUEEN ANNE'S COUNTY
		Equity No. 4632

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Rufus Lewis and Edna M. Lewis, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City filed in these proceedings, repectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, said H. Allen Mezger, did, pursuant of said notice, on Friday, July 31st, 1964, at 2:00 p.m. attend at the Court House Door, Centreville, Maryland, and then and there sold at public auction, all those lots of ground located in the Fourth Election District, Queen Anne's County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to C. J. Langenfelder & Son, Inc., who was then and there the highest bidder, at and for the sum of Four Thousand ($4,000.00) Dollars, of which a deposit of Four Hundred ($400.00) Dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchaser.

H. ALLEN MEZGER
Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared H. Allen Mezger, 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 correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

PEYTON PAUL PHILLIPS
Peyton Paul Phillips - Notary
Public
My commission expires May 3rd, 1965.

Notary
Public
Seal

Filed Aug. 4, 1964

CERTIFICATION
Filed Aug. 4, 1964

H. Allen Mezger, Assignee	*	IN THE
vs.	*	CIRCUIT COURT
Rufus Lewis and Edna M. Lewis, his wife	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	Equity NO. 4632

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

CERTIFICATION

WE HEREBY CERTIFY, that on the 31st day of July, 1964, we sold at public auction for the highest price obtainable to C. J. Langenfelder & Son, Inc. the property described as follows:

BEING KNOWN AND DESIGNATED AS Lots Nos. One)1) & Two (2), Block 10, on the Plat of the land of the Love Point Land and Improvement Company of Caroline County, which plat is recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folios 590 and 591. at and for the price of Four Thousand ($4,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be assigned by JOHN M. Miller, JR., its President.

E. T. NEWELL & CO., INC., AUCTIONEERS

By JOHN M MILLER JR
John M. Miller, Jr. - President

I/We, the undersigned, hereby certify:
That I/We purchased the above described property at and for the price of $4000.00

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John W., Sause, Jr., their duly authorized agent.

C. J. LANGENFELDER & SON, INC. (SEAL)

By: JOHN W SAUSE, JR.
John W. Sause, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 31st day of July, 1964, before me,, subscriber, a Notary Public of the State and aforesaid, personally appeared John M. Miller, Jr., President of E. T. New ell & Co., Inc., and John W. Sause,Jr., Attorney who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal
My Commission Expires: May 3rd, 1965.

PEYTON PAUL PHILLIPS
Peyton Paul Phillips - Notary Public

Filed Aug. 4, 1964

ORDER NISI ON SALE
Filed Aug. 4, 1965

ORDER NISI ON SALE

H. Allen Mezger, Assignee	)	In the Circuit Court for Queen Anne's County
vs.	)	in Equity
Rufus Lewis and Edna M. Lewis, his wife	)	Cause No. 4632

ORDERED, this 4th. day of August 1964, that the sale of the real property, made and reported in this cause by H. Allen Mezger, Assignee, be ratified and confirmed, on or after the 4th. day of September, 1964, 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 28th. day of August, 1964,

Thr report states the amount of sales to be $4,000.00.

CHARLES W. CECIL Clerk

Filed August 4, 1964

Filed Aug. 4, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Aug. 10, 1964

MEZGER & MEZGER
ATTORNEYS
One North Charles
Baltimore 1, Maryland

ASSIGNEE'S MORTGAGE SALE OF
VALUABLE FEE SIMPLE

RESIDENTIAL PROPERTY

IMPROVED WITH A one family frame dwelling containing nine rooms and bath composition roof, steam heat, situate on lot 100 x 200, more or less, northwest side of Love Point Avenue, 25 feet southwest of Baltimore Avenue, Fourth Election District, Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated October 3rd, 1952, from Rufus Lewis and Edna M. Lewis, his wife, said mortgage being duly recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 6, folio 600, and by mesne assignments thereof recorded at the foot of t the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction at the Court House Door, Centreville, Maryland , on:

FRIDAY, JULY 31st, 1964
at 2:00 p.m. the following described
property:

Being known and designated as Lots Nos. One (1) and Two (2), Block 10, on the Plat of the land of the Love Point Land and Improvement Company of Caroline County, which plat is recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folios 590 and 591.

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Queen Anne's County ant to bear interest at the rate of 6% per annum from day of sale to day of settlement. Taxes and tax imposed by a local ordinance and costs for all revenue stamps to be paid for by the purchaser.

H. ALLEN MEZGER, Assignee

E. T. Newell & Co., Inc., Auctioneers

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. AUGUST 7, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S MORTGAGE SALE OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY, JULY 31st, 1964, in the case of RUFUS LEWIS AND EDNA M. LEWIS FORECLOSURE 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 FOUR successive weeks before the 31st day of JULY, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of JULY, 1964, and the last insertion on the 30th day of July, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS

Filed Aug. 10, 1964

CLAIMANT'S PETITION
Filed Aug. 11, 1964

H. ALLEN MEZGER, ASSIGNEE	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
RUFUS LEWIS AND WIFE	:	NO. 4632 CHY.

CLAIMANT'S PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Marvin A. Morris respectfully show:

FIRST: The Assignee herein duly sold the subject property in these proceedings and thereupon reported the same to this Honorable Court on August 4, 1964.

SECOND: The amount of such sale is more than sufficient to

pay the mortgage debt and interest and the proper expenditures incident to such sale, and there will therefore be surplus proceeds from such sale.

THIRD: Your Petitioner is the holder of a mortgage constituting a second lien upon the subject property, which said mortgage is filed herewith and prayed to be taken as a part hereof, marked "Exhibit A".

FOURTH: There is due and owing to your Petitioner on account of the said mortgage the entire principal of Five Hundred Dollars ($500.00) and interest to August 3, 1964, of Three Hundred and Fifty-Five Dollars ($355.00).

FIFTH: The said Mortgagors are still living and your Petitioner believes and avers that under Local Rule 1391(a) he is entitled to have the surplus proceeds of the sale herein applied to the payment of his aforesaid mortgage.

WHEREFORE, your Petitioner prays this Honorable Court to order that the surplus proceeds of sale herein, or so much thereof as may be necessary, be applied to the payment of his claim as aforesaid.

JAMES A. WISE
James A. Wise
Attorney for Petitioner
110 Market St.
Denton, Maryland
Denton 118

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James A. Wise and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his knowledge and belief.

Notary
Public
Seal

JOYCE ANN WARD
Notary Public

Filed Aug. 11, 1964

EXHIBIT A
Filed Aug. 11, 1964

#32,159 LIBER 7 PAGE 1
RECEIVED FOR RECORD Oct. 6, 1952

NO STAMP REQUIRED

THIS SECOND MORTGAGE, Made this 3rd day of October in the year nineteen hundred and fifty-two by and between Rufus Lewis and Edna M. Lewis, his wife Mortgagors of the County of Queen Anne's in the State of Maryland, of the first part, and Marvin A. Morris, Divorced, Mortgagee, of the second part;

WHEREAS, the mortgagors have received from the Mortgagee an advance of Five Hundred ($500.00)-- Dollars, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, the said Mortgagors have agreed to repay the said sum so advanced within a term of one year with interest at the rate of six per centum (6%) per annum calculated annually from the date hereof.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Rufus Lewis and Edna M. Lewis, his wife do grant and convey unto Marvin A. Morris, Divorced his heirs and assigns, in fee simple, all those lots or parcel of ground situate and lying in the County of Queen Anne's aforesaid, and described as follows, to wit:

BEING known and designated as Lots Nos. One (1) and Two (2), Block 10, and the Plat of the land of the Love Point Land and Improvement Company of Caroline County, which plat is recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folios 590 and 591.

BEING the same lots of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County, were granted and conveyed by Marvin A. Morris, Divorced, to the said Mortgagors.

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 parcel of ground and premises unto and to the proper use and benefit of Marvin A. Morris, Divorced heirs and assigns, forever.

PROVIDED, that if the said Rufus Lewis and Edna M. Lewis, his wife executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Five Hundred ($500.00) 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 Mortgagors 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 Mortgagors hereby also authorize the said Mortgagee, hispersonal representatives, or assigns, or H. Allen Mezger, auly authorized Attorney or Agent of the said Mortgagee, his 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 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 jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, his 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 Mortgagee, personal representatives or assigns, or H. Allen Mezger their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thefeof, 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 upon paying, in the meantime, all taxes and assessments, public dues 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 be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, his executors, administrators or assigns, to the extent of his lien or claim hereunder.

WITNESS our hands and seals.

TEST:

JANET C. MAISEL
Janet C. Maisel

RUFUS LEWIS (SEAL)
Rufus Lewis

EDNA M. LEWIS (SEAL)
Edna M. Lewis

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I Hereby Certify, that on this 3rd day of October in the year one thousand nine hundred and fifty-two before me, the subscriber, a Notaty Public of the State of Maryland, in and for the County aforesaid, personally appeared the Mortgagor named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Marvin A. Morris, Divorced 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

JANET C. MAISEL
Janet C. Maisel, Notary Public

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Sept. 22, 1964

ORDER NISI ON SALE

H. Allen Mezger, Assignee
vs.
Rufus Lewis and Edna M. Lewis, his wife

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

ORDERED, this 4th day of August, 1964, that the sale of the real property, made and reported in this cause by H. Allen Mezger, Assignee, be ratified and confirmed, on or after the 4th day of September, 1964, 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 28th day of August, 1964.

The report states the amount of sales to be $4,000.00.

CHARLES W. CECIL, Clerk

Filed: August 4, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 17, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI 4632 in the case of Rufus Lewis and Edna M. Lewis 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 August, 1964, and that the firse insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6 day of August, 1964, and the last insertion on the 20 day of August, 1964.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Sept. 22, 1964

ORDER OF COURT
Filed Sept. 22, 1964

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
VS	*	FOR
Rufus Lewis and Edna M. Lewis, his wife	*	QUEEN ANNE'S COUNTY EQUITY NO. 4632
	*	

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

ORDER OF COURT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 22nd day of Sept. 1964, that the Report of Sale, made and reported by H. Allen Mezger, 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 order nisi passed in said cause; and the Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor; and it is further ORDERED that the assignee, forthwith, and before accepting settlement file an additional Bond in the penalty of $2000

THOS J KEATING JR
Judge

Filed Sept. 22, 1964

CERTIFIED COPY OF BOND
Filed Sept. 22, 1964

RECEIVED FOR RECORD Sept. 22, 1964

Assignee's Bond (add'l) No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE H. Allen Mezter of Suite 419, One North Charles, Baltimore, Maryland 21201 and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sale surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and No/100 ($2,000.00)----additional Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us. our and cash of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of September in the year of our Lord nineteen hundred and sixty-four

WHEREAS, the above bounden H. Allen Mezger by virtue of a power contained in mortgage from Rufus Lewis and Edna M. Lewis, his wife to Arundel Federal Savings and Loan Association of Baltimore City dated October 3, 1962 and recorded in Liber TSP No 6 folio 600 etc., one of the Land Record Books of Queen Anne' County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the pro-

ceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered)
in the presence of)

H. Allen Mezger (SEAL)
H. Allen Mezger

JOYCE W. WALTEMEYER
Joyce W. Waltemeyer

MARYLAND CASUALTY COMPANY

By JOHN F. KENNEDY JR
John F. Kennedy, Jr.,
Attorney-in-Fact.

ATTEST:

Corporate Seal

BARBARA BERBERICH
Barbara Berberich

Security approved and Bond filed Sept. 22, 1964

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 72, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 27th day of October in the year nineteen hundred and sixty-four.

Circuit Court Seal

CHARLES W. CECIL
Clerk

CERTIFICATE OF PUBLICATION OF
NOTICE TO CLAIMANTS
Filed Oct. 22, 1964

LEGAL NOTICE
IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4632

H. Allen Mezger, Assignee
vs.
RUFUS LEWIS and
EDNA M. LEWIS, his wife

NOTICE TO CLAIMENTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN, to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity of redemption, of the real estate of Rufus Lewis and Edna M. Lewis, his wife, warning them to file their claims, with the proper vouchers thereof, with the clerk of court, at the Court House, in Centreville, Maryland, on or before the 21st day of October, 1964, otherwise they may be excluded from participating in the distribution of the surplus proceeds of sale of the mortgaged property; provided a copy of this notice be inserted in some newspaper published in the County aforesaid once in each of three successive weeks before the 21st day of September, 1964.

J. THOMAS CLARK,
Auditor

THE BAY TIMES

P.O. Box 44, Queenstown, Md., Sept. 14,1964

The Bay Times, a body corporate, does hereby certify that the legal notice in the case/estate of H. Allen Mezger, Assignee vs. Rufus Lewis and Edna M. Lewis, his wife---- a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Queenstown, in Queen Anne's County, Maryland, once a week for three successive weeks before the 21st day of September, 1964, and that the first insertion of said advertisement in said BAY TIMES was on the 21st day of August , 1964, and the last insertion on the 4th day of September, 1964.

THE BAY TIMES

By M. L. ROSENDALE

Filed Oct. 22, 1964

REPORT OF AUDITOR
Filed Oct. 22, 1964

H. ALLEN MEZGER, Assignee

vs.

RUFUS LEWIS and
EDNA M. LEWIS, HIS WIFE

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4632

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 H. Allen Mezger, Assignee, after the expiration of the Notice to Claimants having expired in this cause.

2. That it appears that the proceeds of the mortgage sale were more than sufficient for the payment of the debt of the mortgage foreclosed herein.

3. That in the withn account H. Allen Mezger, Assignee and vendor, is charged with the gross proceeds of the sale made by him, and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the Court costs in this cause, the premium on the corporate surety bond and additional bond filed in this cause, the costs of advertising the Notice of Sale, order nisi of sale and publishing the Notice to Claimants filed in this cause the vendor's share of State and County taxes for 1965, the fee of your auditor, and the mortgage debt, per statement of debt filed in this cause.

4. That the surplus proceeds of sale were directed first, to pay in full the claim of the second mortgagee as per his statement of claim filed herein; second, to pay in full the claim of the State of Maryland as per its claim filed in this cause; and the balance was directed to be paid to the general claim of one Marvin A. Morris on an unsecured promissory note filed in this cause.

Respectfully submitted,

J THOMAS CLARK
Auditor

October 22, 1964

Filed Oct 22, 1964

Cause No. 4632

The proceeds of the sale of land reported in this cause, in account with H. Allen Mezger, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1964 July 31	By gross proceeds of the sale of said land, per report of said vendor, to wit:	$4,000.00
	By interest collected from vendee on unpaid portion of purchase money, per statement of vendor, to wit:	28.00
	By total proceeds in hands of said vendor	$4,028.00

Dr.

To H. Allen Mezger, Assignee of mortgage, (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale on $4,000.00, per terms of mortgage	$350.00	
2-His fee for his services	100.00	$450.00
To do., for an amount due for court costs, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk	$ 25.65	
2-Appearance fee of H. Allen Mezger	10.00	35.65
to do., for an amount paid Charles W. Cecil for advanced court costs, per receipt exhibited, to wit:		15.00
To do., for an amount paid Charles W. Cecil for recording assignment of mortgage foreclosed in this cause to Assignee, per receipt exhibited, to wit:		.75
To do., for an amount paid for the Seller's proportionate share of State and County 1965 taxes for one month, per settlement sheet of vendor's, to wit:		8.24
To do., for an amount due Tongue, Brooks & Company, Agent, for the corporate surety bond and the additional surety bond filed by the vendor in this cause, per statements exhibited, to wit:		27.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For advertising Notice of Sale ------$68.75 2-For publishing Order Nisi of Sale---- 14.00	$82.75	
To do., for an amount paid The Bay Times, for publishing Notice to Claimants, per receipt exhibited, to wit:----------	12.00	
To do., for an amount due E. T. Newell & Co., Inc., Auctioneer, for crying said sale, per statement exhibited, to wit:----------	75.00	
To J. Thomas Clark, auditor, for stating this account and publishing Notice to Claimants and notifying parties, the sum of ----------	85.00	
To H. Allen Mezger, Assignee, in full payment of the mortgage debt foreclosed herein, as per statement of debt filed in this cause, the sum of ----------	2,215.76	
To balance carried forward prior to distribution of creditors of mortgagors, according to priority, the sum of----------	1,020.85	
	$4,028.00	$4,028.00

Cr.

By balance carried forward for distribution to creditors of mortgagors, according to priority, the sum of ----------	$1,020.85

Dr.

To Marvin A. Morris as payment in full of his claim, per statement filed in this cause, by virtue of a second mortgage on the real estate sold in this cause from the said mortgagors, dated October 3, 1962, recorded October 6, 1952, in Liber E.S.P. No. 7, folio 1, a Land record of Queen Anne's County, the sum of ----------	$855.00

October 22, 1964

J THOMAS CLARK
Auditor

To Comptroller of the Treasury of the State of Maryland as payment in full of its claim for 1963 State of Maryland Income Taxes due by the said Mortgagors, or the sum of ----------	$43.86	
To Marvin A. Morris as a partial payment on a demand promissory note dated June 9, 1964, given by the said Mortgagors and payable to said Marvin A. Morris in the sum of $622.47, being a general claim filed in this cause, the balance or the sum of ----------	121.99	
	$1,020.85	$1,020.85

October 22, 1964

J THOMAS CLARK
Auditor

Filed Oct. 22, 1965

CERTIFICATE OF NOTICES MAILED
Filed Oct. 22, 1964

H. ALLEN MEZGER, Assignee

vs.

RUFUS LEWIS and
EDNA M. LEWIS, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4632

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 22, 1964, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Marvin A. Morris
Ridgely, Maryland

Comptroller of the Treasury
Income Tax Division
Annapolis, Maryland

Rufus Lewis and
Edna M. Lewis
Stevensville, Maryland

H. Allen Mezger
One North Charles - Suite 419
Baltimore 1, Maryland

Arundel Federal Savings and Loan Association
Patapsco Avenue & Fourth
Baltimore, Maryland

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 22, 1964, with the Clerk of this Court, Centreville, Maryland, and that exeeptions to said audit must be filed on or before Nobember 6, 1964, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 9, 1964.

J THOMAS CLARK
Auditor

Filed Oct. 22, 1964

NISI RATIFICATION OF AUDIT
Filed Oct. 22, 1964

H. Allen Mezger, Assignee	)	In the Circuit Court
VS.	)	for Queen Anne's County
Rufus Lewis and Edna M. Lewis, his wife	)	In Equity
		Cause No. 4632

ORDERED, this 22nd. day of October, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th. day of November, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed October 22, 1964

FINAL RATIFICATION OF AUDIT
Filed Nov. 9, 1964

H. Allen Mezger, Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
Rufus Lewis and Edna M. Lewis, his wife	IN EQUITY
	No. 4632

FINAL RATIFICATION OF AUDIT

ORDERED, this 9th. day of November , 1964, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as whown by Certificate of Notices Mailed filed by the Auditor; and H. Allen Mezber, Assignee, is hereby directed to apply the proceeds of sale accordingly with a dur proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County,
Maryland.

Filed Nov. 9, 1964

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-second day of June in the year nineteen hundred and sixty-four, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:

JOHN PALMER SMITH, Centreville, Maryland Assignee	IN THE CIRCUIT COURT FOR
VS.	QUEEN ANNE'S COUNTY,
ROSCOE STEADMAN Centreville, Maryland, and MABEL STEADMAN, his wife, Centreville, Maryland, MORTGAGORS.	IN EQUITY. CHANCERY NO. 4638

****

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk of the Court:

You will please docket suit as per the above titling for foreclosure of the mortgage from Roscoe Steadman and Mabel Steadman, his wife, to William E. Denny and Ida G. Denny, his wife, dated July 21st, 1958, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 41, folio 556, etc., and assigned on June 19th, 1964, by said William E. Denny and Ida G. Denny, his wife, to John Palmer Smith for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of non-payment of the principal and interest of the note secured by said mortgage when due; and you will file in said suit a copy of the said mortgage and the assignment thereof as well as the accompanying military affidavit and statement of indebtedness;

JOHN PALMER SMITH
John Palmer Smith,
113 Lawyers Row,
Centreville, Maryland.
Phone: 758-1650.
ASSIGNEE.

Filed June 22, 1964

MILITARY AFFIDAVIT
Filed June 22, 1964

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

I HEREBY CERTIFY, that on this 22nd day of June, 1964, before me, the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared John Palmer Smith, Assignee, and made oath in due form of law that Roscoe Steadman and Mabel Steadman, his wife, 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 of America, as defined by the Soldiers' and Sailors' Civil Relief Act, and amendments, and that the information is gotten from persons who know the defendants.

CHARLES W. CECIL
Clerk.

Filed June 22, 1964

CERTIFIED COPY OF MORTGAGE
Filed June 22, 1964

#40,880 LIBER 41 PAGE 556

RECEIVED FOR RECORD July 21, 1958

THIS FIRST PURCHASE MONTY MORTGAGE, Made this 21st day of July in the year nineteen hundred and fifty-eight, by and between Roscoe Steadman and Mabel Steadman, his wife, of Caroline County, State of Maryland, parties of the first part, hereinafter called "Mortgagors", and William E. Denney and Ida G. Denney, his wife, of Queen Anne's County, State of Maryland, parties of the second part, hereinafter called "Mortgagees".

WHEREAS the said Roscoe Steadman and Mabel Steadman, his wife, are justly indebted unto William E. Denney and Ida G. Denney, his wife, in the full and just sum of Six Thousand Dollars ($6,000.00) for money this day loaned and advanced as a balance of the purchase money on the herein described property, and for which said sum the Mortgagors have drawn and passed unto the Mortgagees their promissory note bearing even date herewith and payable in consecutive monthly installments of Seventy-five Dollars ($75.00) each, commencing on the 15th day of August, 1958, together with interest on the unpaid balance at the rate of Six Percent (6%) per annum; 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

and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon as evidenced by the said primissory note, and any and every renewal and part renewal thereof, including renewals of renewals, in whole or in part, that may hereafter be made so long as the Mortgagees may consent to accept renewals or part renewals thereof, until the whole of the aforesaid indebtedness is fully paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said Mortgagors do grant and convey unto the said Mortgagees, William E. Denney and Ida G. Denney, his wife, 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 property, to wit.

ALL that lot and parcel of land, known or formerly known as "The William Shaney Property" and "The Woodlawn Filling Station Property", improved by a frame building now used as a filling station, store and dwelling, and garage, and with a garage service building (being a part of the farm known as "My Lord's Gift"), situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, located on the Northwest side of the public road leading from Queenstown to Grasonville, having now an approximate frontage on said public road of 782.32 feet, more or less, and located on the Southeast side of the right-of-way of the Baltimore and Eastern Railway Company, and located about one mile Southwest of the Town of Queenstown, Maryland, and deseribed adcording to the Certificate of Survey and Plat thereof made on the 23rd day of December, 1929, by Kastenhuber and Anderson, Civel Engineers and Surveyors, and recorded in Liber B.H.T. No. 10, folios 404, 405, and 406, as follows, to wit:

BEGINNING at an iron pipe driven on the Northwesterly side line of the public road leading from Queenstown to Grasonville where the same is intersected by the Southeasterly side line of the right-of-way of the Baltimore and Eastern Railroad (formerly the Queen Anne's Railroad); thence with the Northwesterly side line of said public road, South 34 degrees 39 minutes West, 769.05 feet to an iron pin and an angle in the road; thence still with the road, South 36 degrees 15 minutes West, 672.27 feet to an iron pipe and the Northerly line of land reserved by James E. and Mary E. Andrews; thence, with the said reserved lands, North 53 degrees 00 minutes West, 210.45 feet to an iron pipe and the Southeasterly side line of the right-of-way of the said Baltimore and Eastern Railroad; thence with the said right-of-way, North 43 degrees 38 minutes East 1145.55 feet to an iron pipe and point of curve; thence still with that railroad right-of-way and with a curve to the right, the chord of which bears North 44 degrees 05 minutes East 304 feet to the place of beginning, containing 3.724 acres of land, more or less.

EXCEPTING therefrom the lot of land conveyed by William Shanney to George A. & Effa E. Saddler by Deed dated July 1, 1947, recorded in Liber A.S.G., Jr., No. 17, folio 410, said lot having a frontage on said public road of 90 feet; and

EXCEPTING therefrom also the lot of land conveyed by William Shanney to Charles L. and Violet S. Brown by Deed dated August 3rd, 1948, recorded in Liber N.B.W. , No. 1, folio 343, said lot having a frontage on said public road of 569 feet; and

EXCEPTING therefrom also all that lot of land conveyed bey William E. Denney and Ida G. Denney, his wife, to William Oliver Burke and Novella Lillian Burke, his wife, by Deed dated February 18th, 1957, recorded February 20th 1957, in Liber T.S.P., No. 33, folio 157, a Land Record Book for Queen Anne's County, Maryland.

BEING the same and all of the land granted and conveyed unto Mabel Steadman by William E. Denney and Ida G. Denney, his wife, by deed of even date herewith and recorded or intended to be recorded immediately preceding these presents.

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 advantates to the same belonging or in any wise appertaining.

PROVIDED, that if the Mortgagors, their heirs and assigns, shall well and truly pay to the Mortgagees, their heirs and assigns, the aforesaid sum of Six Thousand Dollars ($6,000.00) in the payments as aforesaid. 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/heirs and assigns, shall possess said property.their

AND the Mortgagors, their heirs and assigns hereby covenant with the Mortgagees, their heirs 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 leived 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 heirs and 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 monies secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagees, their heirs and 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 Mortgagees, their heirs and assigns, or John Palmer Smith, their hereby duly constituted Attorney for the purpose,are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place 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 Fifty Dollars ($50.00) 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

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, their heirs, or John Palmer Smith, 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 County, in Equity, and which said costs, expenses and commissions the Mortgagors, their heirs, 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, 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:

BEVERLY C. LARRIMORE — ROSCOE STEADMAN (SEAL)
Roscoe Steadman

BEVERLY C. LARRIMORE — MABEL STEASMAN (SEAL)
Mabel Steadman

STATE OF MARYLAND :
to wit:
County of QUEEN ANNE'S:

I HEREBY CERTIFY that on this 21st day of July, 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 the County aforesaid, personally appeared Roscoe Steadman and Mabel Steadman, his wife, and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared William E. Denny and Ida G. Denny, his wife, 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 — BEVERLY C. LARRIMORE Notary Public

Re6965 QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty second day of June in the year nineteen hundred and sixty-four, the following ASSIGNMENT was filed for record, to wit:

FOR VALUE RECEIBED, we hereby transfer and assign the within and foregoing Mortgage and the note thereby secured unto John Palmer Smith, Attorney at law, for the purpose of collection by foreclosure or otherwise.

Witness our hands and seals this 19th day of June, 1964.

WITNESS TO BOTH SIGNATURES: — WILLIAM E. DENNY (SEAL)
William E. Denny

J. W. GIBSON — IDA G. DENNY (SEAL)
Ida G. Denny

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. 41, folio 556, a Land Record Book for Queen Anne's County

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd day of June in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

Filed June 22, 1964

STATEMENT OF INDEBTEDNESS
Filed June 22, 1964

JOHN PALMER SMITH,
ASSIGNEE,

VS.

ROSCOE STEADMAN
Centreville, Maryland,

and

MABEL STEADMAN,
Centreville, Maryland,
MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 4638

****

STATEMENT OF INDEBTEDNESS

Principal of note dated July 21, 1958, in the amount of $6,000.00 by Roscoe Steadman and Mabel Steadman, his wife, to William E. Denny, Jr., and assigned by William E. Denny, Jr., to William E. Denny and Ida G. Denny, his wife, on July 21, 1958, for the sum of $6,000.00 due thereunder..... $ 6,000.00

Interest accured thereon to June 22nd, 1964, at 6% per annum..... $ 990.30

$ 6,990.30

Attorney's commissions for collection thereof, being 15% per terms of note ..... $ 1,048.56

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

THIS IS TO CERTIFY, that on this 22nd day of June, 1964, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William E. Denny and Ida G. Denny, his wife, and each made oath in due form of law that the aforegoing State ment of Mortgage Debt due by Roscoe Steadman and Mabel Steadman, his wife, under the above described mortgage note, is true to the best of their knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

Witness my hand and notarial seal.

Notary Public Seal.

JEAN D. HAYMAKER
Jean D. Haymaker,
Notary Public.

CERTIFIED COPY OF BOND
Filed June 22, 1964

LIBER 1 PAGE 62

RECEIVED FOR RECORD June 22, 1964

FIDELITY AND DEPOSIT COMPANY
HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John Palmer Smith of Centreville, Queen Anne's County, Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND ($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 22nd day of June in the year of our Lord nineteen hundred sixty-four.

WHEREAS, the above bounden John Palmer Smith by virtue of the power contained in a mortgage from Roscoe Steadman and Mabel Steasman, his wife, to William E. Denny and Ida G. Denny, his wife, bearing date the 21st day of July, 1958 and recorded among the mortgage records of Queen Anne's County in Liber T.S.P. No. 41 Folio 556 and which said Mortgage was by short assignment duly assigned unto John Palmer Smith on June 19, 1964, and John Palmer Smith, assignee, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants there-

in contained.

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

In Testimony Whereof, the above bounden John Palmer Smith, Assignee 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:

MARGARET T. DISE

JOHN PALMER SMITH (SEAL)
John Palmer Smith
Assignee

FIDELITH AND DEPOSIT COMPANY OF MARYLAND

Witness:

By DOROTHY E. CONNOLLY
Attorney-in-Fact

ANN M. STARKEY
As to Surety

Security approved and Bond filed June 22, 1964

CHARLES W. CECIL,, Clerk

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 1, folio 62, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOD, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd day of June in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed July 21, 1964

JOHN PALMER SMITH
Centreville, Maryland,
ASSIGNEE,

VS.

ROSCOE STEADMAN
Centreville, Maryland,
and
MABEL STEADMAN, his wife,
Centreville, Maryland,
MORTGAGORS,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY

CHANCERY NO. 4638

* * * * * * *

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Palmer Smith, Assignee of the mortgage given to William E. Denny and Ida G. Denny, his wife, by Roscoe Steadman and Mabel Steadman, his wife, bearing date July 21st, 1958, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 41, folio 556, etc., and assigned on June 19th, 1964, by said William E. Denny and Ida G. Denny, his wife, to John Palmer Smith for collection by foreclosure or otherwise, respectfully shows:

That said mortgage, so assigned as aforesaid unto John Palmer Smith, for foreclosure, suit was instituted for its foreclosure on June 22nd, 1964.

That default was made by the mortgagors by reason of the non-payment of the principal indebtedness and of the interest on the note secured by said mortgage and covenants to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

That after giving bond with security for the faithful discharge of his trust, which bond was duly approved, 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 (20) days prior to the date of sale, said Assignee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 21st, 1964, at 1:30 P.M. Daylight Savings Time, and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the land and premises described in the above mentioned Advertisement of Sale, to William E. Denny and Ida G. Denny, his wife, as tenants by the entireties, at and for the price of Four Thousand Nine Hundred Dollars ($4,900.00).

The purchasers have complied with the terms of sale. Purchasers' affidavit required by the Maryland Rules is attached hereto. Also certificate of the Auctioneer, together with certificate of Advertisement of sale.

Respectfully submitted,

JOHN PALEMR SMITH, Agt.
John Palmer Smith, Assignee

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of July, 1964, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee in the aforementioned proceedings, 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 beleif and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on June 22nd, 1964, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

CHARLES W. CECIL
Clerk.

Filed July 21, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 21, 1964

John Palmer Smith
Attorney At Law
113 Lawyers' Row
Centreville, Maryland

ASSIGNEE'S SALE
OF VALUABLE
REAL ESTATE
NEAR AND SOUTH OF QUEENSTOWN, MD.

Under and by virtue of the power of sale contained in a Mortgage from Roscoe Steadman and Mabel Steadman, his wife, to William E. Denny and Ida G. Denny, his wife, dated July 21, 1958, and recorded among the land records of Queen Anne's County, in Liber T.S.P. No. 41, folio 556, and, default having occurred by non-payment of the note and interest secured by said Mortgage, the undersigned Assignee of said Mortgage will offer at PUBLIC AUCTION to the highest bidder, on

TUESDAY, JULY 21, 1964
at the hour of 1:30 p.m. Daylitht Saving Time

in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, the following described real estate and premises, to wit:

ALL that lot and parcel of land, known or formerly known as "The William Shanney Property" and "The Woodlawn Filling Station Property", improved by a frame building now used as a filling station, store and dwelling, and garage, and with a garage service building (being a part of the farm known as "My Lords Gift"), situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, located on the Northwest side of the public road leading from Queenstown to Grasonville, having now an approximate frontage on said public road or 782.32 feet, more or less, and located on the Southeast side of the right-of-way of the Baltimore and Eastern Railway Company, and located about one mile Southwest of the town of Queenstown, Maryland, and described according to the Certificate of Survey and Plat thereof made on the 23rd day of December, 1929, by Kastenhuber and Anderson, Civil Engineers and Surveyors, and recorded in Liber B.H. T. No. 10, folios 404, 405, and 406, as follows, to wit:

BEGINNING at an iron pipe driven on the Northwesterly side line of the public road leading from Queenstown to Grasonville where the same is intersected by the Southeasterly side line of the right-of-way of the Baltimore and Eastern Railroad (formerly the Queen Anne's Railroad); thence with the Northwesterly side line of said public road, South 34 degrees 39 minutes West, 769.05 feet to an iron pin and an angle in the road; thence still with the road, South 36 degrees 15 minutes West, 672.27 feet to an iron pipe and the Northerly line of land reserved by James E. and Mary E. Andrews; thence, with the said reserved lands, North 53 degrees 00 minutes West, 210.45 feet to an iron pipe and the Southeasterly side line of the right-of-way of the said Baltimore and Eastern Railroad; thence with the said right-of-way, North 43 degrees 38 minutes East 1145.55 feet to an iron pipe and point of curve; thence still with that railroad right-of-way and with a curve to the right, the chord of which bears North 44 degrees 05 minutes East 304 feet to the place of beginning, containing 3.724 acres of land, more or less.

Excepting therefrom those lots of land conveyed to George A. and Effa E. Saddler, Charles L. and Villet S. Brown, and Wm. O. and N. L. Burke.

Being the same and all the land conveyed by Wm. E. and Ida G. Denny to Roscoe and Mabel Steadman by deed dated July 21, 1958, and recorded in Land Liber T.S.P. No. 41, folio 554.

TERMS OF SALE: 1/3 of purchase money on day of sale, balance with interest within 60 days from date of sale. Possession day of sale. Taxes and insurance premiums adjusted as of date of sale. Transfer of title to property upon final ratification of sale by Court; title papers, recording costs, fees and revenue stamps at expense of purchaser.

JOHN PALMER SMITH
Assignee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 17, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignee's Sale of Valuable Real Estate in the case of John Palmer Smith, Assignee, vs. Roscoe Steadman and Mabel Steadman a true copy of which is annexed hereto, was publiched 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 four successive weeks before the 21st day of July, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of June 1964, and the last insertion on the 16th fay of July, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARN

Filed July 21, 1964

CERTIFICATE OF AUCTIONEER
Filed July 21, 1964

Centreville, Maryland,
July 21, 1964.

I HEREBY CERTIFY, that I did sell at public auction,

ALL that lot and parcel of land, known or formerly known as "The William Shaney Property" and "The Woodlawn Station Property", improved by a frame building now used as a filling station, store and dwelling, and garage, and with a garage service building (being a part of the farm known as "My Lord's Gift"), situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, located on the Northwest side of the public road leading from Queenstown to Grasonville, having now an approximate frontage on said public road of 782.32 feet, more or less, and located on the Southeast side of the right-of-way of the Baltimore and Eastern Railway Company, and located about one mile Southwest of the Town of Queenstown, Maryland and described according to the Certificate of Survey and Plat thereof made on the 23rd day of December, 1929, by Kastenhuber and Anderson, Civil Engineers and Surveyors, and recorded in Liber B.H.T. , No. 10, folio 404, 405, and 406, as follows, to wit:

BEGINNING at an iron pipe driven on the Northwesterly side line of the public road leading from Queenstown to Grasonville where the same is intersected by the Southeasterly side of the right-of-way of the Baltimore and Eastern Railroad (formerly the Queen Anne's Railroad); thence with the Northwesterly side line of said public road, South 34 degrees 39 minutes West, 769.05 feet to an iron pipe and an angle in the road; thence still with the road, South 36 degrees 15 minutes West, 672.27 feet to an iron pipe and the Northerly line of land reserved by James E. and Mary E. Andrews; thence with the said reserved lands, North 53 degrees 00 minutes West, 210.45 feet to an iron pipe and the Southeasterly side line of the right-of-way of the said Baltimore and Eastern Railroad; thence with the said right-of-way, North 43 degrees 38 minutes East 1145.55 feet to an iron pipe and point of curve; thence still with that railroad right-of-way and with a curve to the right, the chord of which bears North 44 degrees 05 minutes East 304 feet to the place of beginning, containing 3.724 acres of land, more or less.

Excepting therefrom those lots of land conveyed to George A. & Effa E. Saddler, Charles L. & Violet S. Brown, and William D. & N. L. Burke.

In front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 21st, 1964, beginning at the hour of 1:30 P.M., -Dayloght Saving Time- unto William E. Denny and Ida G. Denny, his wife, as tenants by the entireties, at and for the sum of --- Four Thousand Nine Hundred-- Dollars ($4,900.00).

WILLIAM J. BARCUS JR. (SEAL)
Auctioneer.

Witness my hand and
Notarial Seal, this 21st
day of July, 1964.

JEAN D. HAYMAKER
Notary Public

Notary
Public
Seal

My commission expires: May 3, 1965

Filed July 21, 1964

CERTIFICATE OF PURCHASERS
Filed July 21, 1964

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of July, 1964, before me,, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William E. Denny and Ida G. Denny, his wife, by her husband and agent William E. Denny, purchasers at the foreclosure sale in this Cause, and made oath in due for of law that they are the purchasers, and purchased the same as principals and not as agents for anyone, the land and premises described in the above mentioned Advertisement of Sale, at and for purchase price of --- Four Thousand Nine Hundred --- Dollars ($4,900.00).

W E DENNY JR (SEAL)

IDA G. DENNY (SEAL)
Per
W.E.D.Jr.

Witness my hand and Notarial Seal
this 21st day of July, 1964.

JEAN D. HAYMAKER
Notary Public.

Notary
Public
Seal

My commission expires May 3, 1965

Filed July 21, 1964

ORDER NISI ON SALE
Filed July 21, 1964

ORDER NISI ON SALE

John Palmer Smith Assignee vs. Roscoe Steadman and Mabel Steadman, his wife, Mortgagors	))))))	In the Circuit Court for Queen Anne's County In Equity Cause No. 4638

ORDERED, this 21st. day of July, 1964, that the sale of the real property, made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 21st. day of August, 1964, 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 14th. day of August, 1964.

The report states the amount of sales to be $4,900.00.

CHARLES W. CECIL Clerk

Filed July 21, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 17, 1964

ORDER NISI ON SALE

John Palmer Smith, Assignee
vs.
Roscoe Steadman and
Mabel Steasman, his wife
Mortgagors

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

Cause No. 4638

ORDERED, this 21st day of July, 1964, that the sale of the real property, made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 21st day of August, 1964, unless cause to the contrary thereof be previously shown; provided a copy of this order be ihserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 14th day of August, 1964.

The report states the amount of sales to be $4,900.00)

CHARLES W. CECIL, Clerk

Filed; July 21, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

Centreville, Md. Aug 17, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi # 4638 in the case/estate of SMITH VS STEADMAN 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 14 day of August, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of JULY 1964, and the last insertion on the 13 day of AUSUST, 1964.

THE RECORD-OBSERVER CORPORATION

By M. L. WALTERS

Filed Aug. 17, 1964

FINAL ORDER OF RATIFICATION OF SALE
Filed Aug. 31, 1964

JOHN PALMER SMITH Assignee,	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
ROSCOE STEADMAN, and	*	IN EQUITY
MABEL STEADMAN,	*	CHANCERY NO. 4638

* * * * * * *

FINAL ORDER OF RATIFICATION OF SALE

ORDERED this 31st day of August, 1964, by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate made by John Palmer Smith, Assignee, in this cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore passed in this cause; 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 sale; and that John Palmer Smith, Assignee, is 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. 31, ,1964

REPORT OF AUDITOR
Filed July 30, 1965

JOHN PALMER SMITH, Assignee,	IN THE CIRCUIT COURT
vs.	FOR
ROSCOE STEADMAN Centreville, Maryland and MABEL STEADMAN, Centreville, Maryland Mortgagors	QUEEN ANNE'S COUNTY IN EQUITY No. 4638

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 John Palmer Smith, Assignee of the mortgage foreclosed in these proceedings (and vendor), wherein appears that the proceeds after deduction of the costs of foreclosure are not sufficient to pay the debt and commissions due under the mortgage foreclosed in these proceedings. The deficiency of the mortgage debt appears to be in the sum of $3,484.42, and the deficiency in the attorney's commissions appears to be in the sum of $429.91.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses, to wit: court costs, bond premium, costs of publishing the notice of sale and the order nisi of sale, the auctioneer's charges for crying sale, the vendor's fee for his services and his commissions for makinge said sale, the taxes up the date of sale which were unpaid, the fee of your auditor for stating this account, and the balance was directed to be paid to the assignee as stated in the enclosed account.

RESPECTFULLY SUBMITTED,

J. THOMAS CLARK
Auditor

July 30, 1965

Cause No. 4638

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

Cr.

1964 July 21 By proceeds of the sale of land, per report of vendor to wit:-- $4,900.00

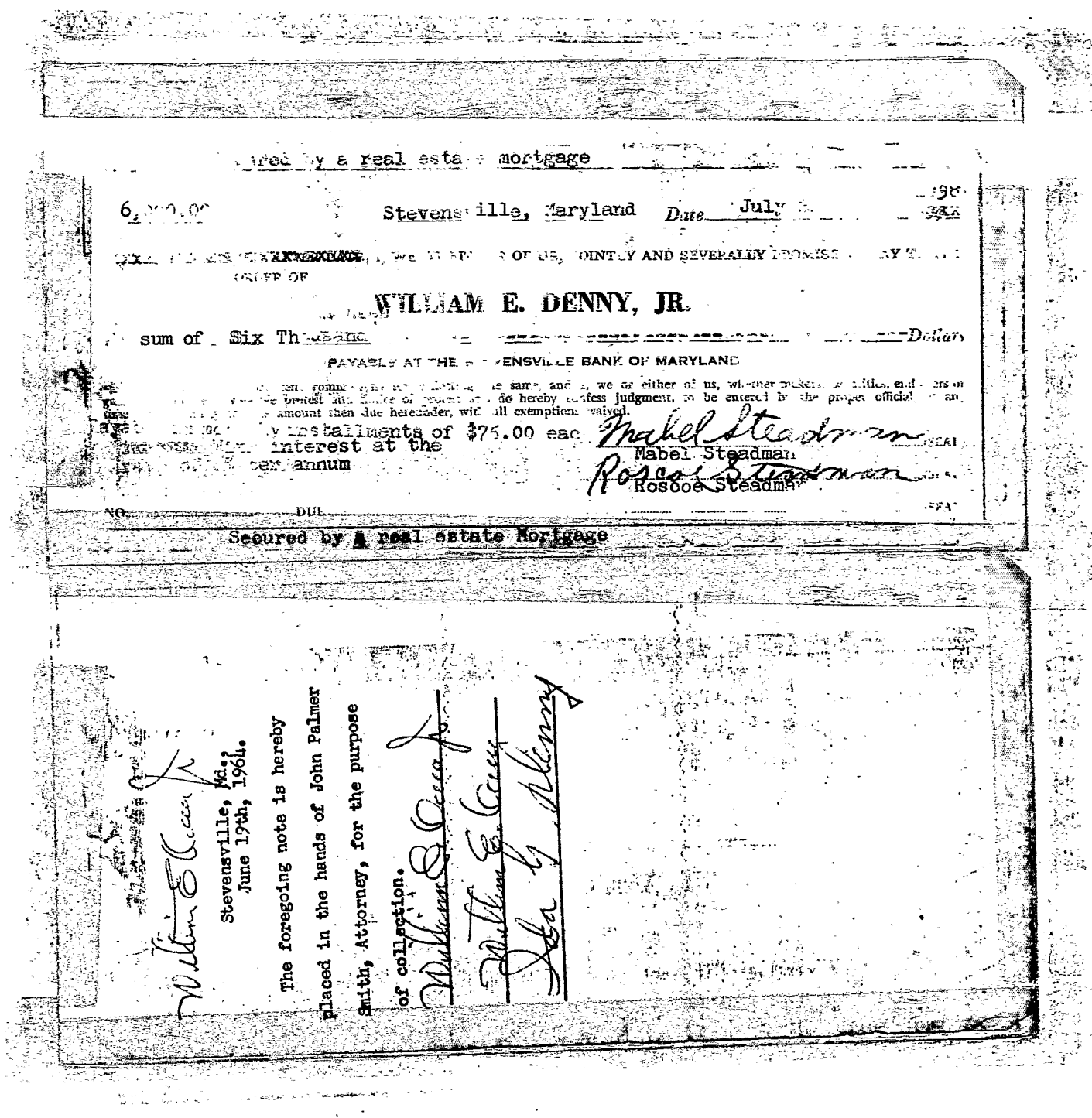
Dr.

To John Palmer Smith, Assignee, of mortgage (and vendor) per terms of mortgage, as follows, to wit: 1-His fee for his services -------$50.00 2-His commissions for making sale to wit:----------395.00		$445.00
To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs, per receipt exhibited, to wit:----------		15.00
To do., for amounts due Charles W. Cecil, Clerk, for additional court costs, per statement exhibited, to wit: 1-Costs of Charles W. Cecil, Clerk-$22.20 2-Appearance fee of John Palmer Smith ---------- 10.00		32.20
To do., for amount paid Dorothy E. Connolly, Agent, for the premium on the Assignee's corporate surety bond filed in this cause, per receipt exhibited, to wit:----------		20.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For publishing Notice of Sale---$118.75 2-For publishing Order Nisi of Sale---------- 14.00		132.75
To do., for an amount paid W. J. Barcus, Auctioneer, for crying said sale, per his receipts, exhibited, to wit:---------		35.00
To do., for amounts paid as Notary charges, to wit:----------		2.00
To do., for amounts paid Royden N. Powell, Jr., Treasurer, for taxes allowed for six months bill from January 1, to June 30, 1964 in the sum of $43.53 and on fiscal year bill from July 1, 1964 to June 30, 1965, in the total sum of $89.68 at rate of 2/3 of 1/12 of the sum or the sum of $4.99, per receipts and advertisement of sale------		$48.52
To J. Thomas Clark, Auditor, for stating this audit, the sum of ----------		45.00
To John Palmer Smith, Assignee, as a partial partial payment on the principal mortgage indebtedness, including interest and attorney's commissions as per terms of the mortgage note, which is filed herewith and made a part herewith whereby the same is marked Exhibit A and the debt and interest being in the sum of $6,990.30, and attorney's commissions of 15% in the sum of $1,048.56, as per statement of indebtedness filed in this cause, the balance being the sum of $3,505,88 as a partial payment on the principal debt and interest and the sum of $618.65 as a partial payment on the attorney's commissions, or the total sum of---	4,124.53	
	$4,990.00	$4,900.00

July 31, 1965

J THOMAS CLARK
Auditor

Filed July 30, 1965



Secured by a real estate mortgage

6,000.00 Stevensville, Maryland Date July 19 1964

FOR VALUE RECEIVED, I, WE OR EITHER OF US, JOINTLY AND SEVERALLY PROMISE TO PAY TO THE ORDER OF

WILLIAM E. DENNY, JR.

the sum of Six Thousand Dollars

PAYABLE AT THE STEVENSVILLE BANK OF MARYLAND

[illegible] the same and if we or either of us, whether makers, endorsers or [illegible] do hereby confess judgment, to be entered by the proper official [illegible] amount then due hereunder, with all exemptions waived.

[illegible] installments of $75.00 each [illegible] interest at the [illegible] per annum

Mabel Steadman (SEAL)
Mabel Steadman
Roscoe Steadman (SEAL)
Roscoe Steadman

NO. DUE

Secured by a real estate Mortgage

Stevensville, Md.
June 19th, 1964.

The foregoing note is hereby placed in the hands of John Palmer Smith, Attorney, for the purpose of collection.

William E. Denny Jr.
William E. Denny Jr.
Sole Attorney

CERTIFICATE OF NOTICES MAILED
Filed July 30, 1965

JOHN PALMER SMITH
Assignee

vs.

ROSCOE STEADMAN AND
Mabel Steadman,
Centreville, Maryland
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4638

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 30, 1965, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

John Palmer Smith
Lawyers Row
Centreville, Maryland

Roscoe Steadman and
Mabel Steadman
Centreville, Maryland

William E. Denny and
Ida G. Denny
Stevensville, Maryland

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 30, 1965, with the Clerk of this Court, Centreville, Maryland, and that exeeptions to said audit must be filed August 16, 1965, and that if no exceptions are filed within such fifteen (15) days period, the account may thereupon be ratified on August 17, 1965.

J THOMAS CLARK
Auditor

Filed July 30, 1965

NISI RATIFICATION OF AUDIT
Filed July 30, 1965

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee

VS.

Roscoe Steadman and Mabel Steadman
Centreville, Maryland
Mortgagors

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4638

ORDERED, this 30th. day of July, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th. day of August, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL, Clerk

Filed July 30, 1965

FINAL RATIFICATION OF AUDIT
Filed Aug. 17, 1965

John Palmer Smith,
Assignee

vs.

Roscoe Steadman
and
Mabel Steadman, his wive
Mortgagors

In the Circuit Court for

Queen Anne's County,

in Equity

No. 4638

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of August, 1965, that the Report and Account filed hereby by J. Thomas, Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be recrived.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Aug. 17, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-ninth day of August in the year nineteen hundred and sixty-three, the following BILL OF COMPLAINT was filed for record, to wit:-

Lillie Mae Scott
419 South Commerce Street
Centreville, Maryland
Plaintiff

vs.

Mary Elizabeth Tilghman,
also known as Mary E. Tilghma,
and all persons having or
claiming to have any interest
in the property described as
"all that parcel of land and
premises located on Kidwell Lane
in the town of Centreville, Third
Election District of Queen Anne's
County, Maryland, and adjoining the
property of Charles Jump and assessed
to Mary E. Tilghman in the amount of
$300.00 real", addresses unknown
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4579

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your oratrix, complaining, says:

1. That on the 24th day of November, 1961, in front of the Court House, Centreville, Maryland, your oratrix, being then and there the highest bidder for the hereinafter described land, was issued by the Town Clerk and Collector of Taxes of the town of Centreville, Maryland, a Certificate of Sale, as will more fully appear by reference to the same, which is filed herewith as a part hereof and marked Plaintiff's Exhibit A.

2. That the land so purchased is described in substantially the same form as the description appearing on the Collector's Tax Roll, as follows:

> "All that parcel of land and premises located on Kidwell Lane in the town of Centreville, Third Election District of Queen Anne's County, Maryland, and adjoining the property of Charles Jump and assessed to Mary E. Tilghman in the amount of $300.00 real".

3. That said property has not been redeemed by any part in interest, although more than a year and a day from the date of sale has expired.

4. That Twenty Dollars and Thirty Cents ($20.30) with interest at six per cent per annum from November 28, 1961, in addition to other sums allowable by law, is the amount necessary for the redemption of said lot or parcel of Land.

TO THE END, THEREFORE:

1-That this Honorable Court may pass a final decree foreclosing all rights of redemption of the defendants in and to the property above mentioned and described.

2. That your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the Order of Publication giving notice to the following persons whose addresses are unknown and are proceeded atainst as non-residents of the State of Maryland:

Mary Elizabeth Tilghman, also known as Mary E. Tilghman, and all persons having or claiming to have any interest in property described as "all that parcel of land and premises located on Kidwell Lane in the town of Centreville, Third Election District of Queen Anne's County, Maryland, and adjoining the property of Charles Jump and assessed to Mary E. Tilghman in the amount of $300.00 real", addresses unknown, of the object and substance of this Bill, warning them to be and appear in this Court, in person or by colicitor, on or before some certain day to be named therein, to answer this Bill or to redeem the property and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

J THOMAS CLARK
J. Thomas Clark
114 North Commerce Street
Centreville, Maryland
Phone Centreville 392
Solicitor for Plaintiff

Filed Aug. 29, 1963

CERTIFICATE OF SALE
Filed Aug. 29, 1963

CERTIFICATE OF SALE

I, WILLIAM R. TURNER, the Town Clerk and Collector of Taxes of the Town Commissioners of Centreville, hereby certify that on the 24th day of November, 1961, I sold to Lillie Mae Scott of Centreville, Maryland, at public auction for the sum of Three Hundred Ten Dollars ($310.00), which Twenty Dollars and Thirty Cents ($20.30) has been paid, the property located in the Town of Centreville described as: All that parcel of land and premises located on Kidwell Lane and adjoining the property of Charles Jump, and assessed to Mary E. Tilghman.

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 centum, per annum, from the date of payment to the date of redemption, together with all other amounts specified by the Local Laws of Queen Anne's County pertaining to tax sales. Any balance due on account of the purchase price and all taxes together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After November 26, 1962, a proceeding will be brought to foreclose all rights of redemption to the property.

WITNESS my hand and seal, this 28th day of November, 1961.

WILLIAM R. TURNER
The Town Clerk and Collector
of Taxes for the Town Council
of Centreville, Md.

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

I HEREBY CERTIFY that on this 28th day of November, 1961, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William R. Turner, the Town Clerk and Collector of Taxes of the Town Commissioners of Centreville, Md., and acknowledged the aforegoing Certificate of Sale to be his official act.

WITNESS my hand and notarial seal.

MARCY FOSTER COLLIER
Notary Public

Notary
Public
Seal

My Commission expires 5-6-63

EXHIBIT A

Filed Aug. 29, 1963

AFFIDAVIT OF TITLE SEARCH
Filed Aug. 29, 1963

AFFIDAVIT OF TITLE SEARCH

THIS IS TO CERTIFY that I have examined the title to

All that parcel of land and premises located on Kidwell Lane in the town of Centreville, Third Election District of Queen Anne's County, Maryland, and adjoining the property of Charles Jump and assessed to Mary E. Tilghman in the amount of $300.00 real.

for a period of over 40 years, that is to say, from November 2, 1922, to August 28, 1963, and that, in my opinion, according to the Land Records of Queen Anne's County, a fee simple title is vested in Mary Elizabeth Tilghman by virtue of a deed from Alexander Watson and Minnie A. Watson, his wife, and Walter T. Wright, assignee of mortgage, dated October 31, 1922, and recorded among the Land Records of Queen Anne's County aforesaid on November 2, 1922, in Liber J.F.R. No. 9, folio 522.

Given under my hand and seal this 28th day of August, 1963.

J THOMAS CLARK (SEAL)
J. Thomas Clark
Attorney at Law

Sworn and subscribed to before me this 28th day of August, 1963.

CHARLES W. CECIL
Clerk

Filed Aug. 29, 1963

ORDER OF PUBLICATION
Filed Sept 3, 1963

ORDER OF PUBLICATION

Lillie Mae Scott
419 South Commerce Street
Centreville, Maryland
Plaintiff

vs.

Mary Elizabeth Tilghman,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4579

also known as Mary E. Tilghman, and
all persons having or claiming to
have any interest in property de-
scribed as "all that parcel of
land and premises located on
Kidwell Lane in the town of
Centreville, Third Election District
of Queen Anne's County, Maryland, and
adjoining the property of Charles
Jump and assessed to Mary E. Tilghman
in the amount of $300.00 real", ad-
dresses unknown
Defendants

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property assessed to Mary E. Tilghman in the town of Centreville, Third Election District of Queen Anne's County, Maryland, sold by the Collector of Taxes for the town of Centreville, Queen Anne's County, Maryland, to the Plaintiff in this proceeding:

> "All that parcel of land and premises located on Kidwell Lane in the town of Centreville, Third Election District of Queen Anne's County, Maryland, and adjoining the property of Charles Jump and assessed to Mary E. Tilghman in the amount of $300.00 real".

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 3rd day of September, 1963, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that notice be given by the 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 weeks, warning all persons interested in said property to be and appear in this Court by the 28th day of October, 1963, and redeem the property assessed to Mary E. Tilghman and answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all incumbrances.

THOS J KEATING JR

Filed Sept. 3, 1963

ORDER OF PUBLICATION
Filed Oct. 30, 1963

ORDER OF PUBLICATION

Lillie Mae Scott
419 South Commerce Street
Centreville, Maryland
Plaintiff

vs.

Mary Elizabeth Tilghman, also known
as Mary E. Tilghman, and all persons
having or claiming to have any inter-
est in property described as "all that
parcel of land and premises located on
Kidwell Lane in the town of Centreville
Third Election District of Queen Anne's
County, Maryland, and adjoining the pro-
perty of Charles Jump and assessed to
Mary E. Tilghman in the amount of
$300.00 real," addresses unknown,
Defendants

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

No. 4579

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property assessed to Mary E. Tilghman in the town of Centreville, Third Election District of Queen Anne's County, Maryland, sold by the Collextor of Taxes for the town of Centreville, Queen Anne's County, Maryland, to the Plaintiff in this proceeding:

> "All that parcel of land and premises
> located on Kidwell Lane in the town
> of Centreville, Third Election District
> of Queen Anne's County, Maryland, and
> adjoining the property of Charles Jump
> and assessed to Mary E. Tilghman in the
> amount of $300.00 real ."

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 3rd day of September, 1963, by the Circuit Court for Queen Anne's County in Equity, ORDERED, that notice be given by the 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 property to be and appear in this Court by the 28th day of October, 1963, and redeem the property assessed to Mary E. Tilghman, and answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the plaintiff a title, free and clear of all incumbrances.

THOS. J. KEATING, JR.

Filed: Sept. 3, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 28, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication No. 4579 in the case of Lillie Mae Scott vs. Mary Elizabeth Tilghman 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 ----- day of -----, 19--, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5 day of September 1963, and the last insertion on the 26 day of September, 1963.

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Oct. 30, 1963

DECREE
Filed Oct. 31, 1963

LILLIE MAE SCOTT
419 South Commerce Street
Centreville, Maryland
Plaintiff

vs.

MARY ELIZABETH TILGHMAN, also known as Mary E. Tilghman, and all persons having or claiming to have any interest in property described as "all that parcel of lane and premises located on Kidwell Lane in the town of Centreville, Third Election District of Queen Anne's County, Maryland, and adjoining the property of Charles Jump and assessed to Mary E. Tilghman in the amount of $300.00 real", addresses unknown
Defendants

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4579

D E C R E E

It appearing that the defendants and all persons claiming through or under them, having been duly summoned or notified by Order of Publication to appear and answer the Bill of Complaint filed in this casue on or before the 28th day of October, 1963, and it further appearing that no such person has appeared and answered, and this cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON this 31st day of October, 1963, by the Circuit Court for Queen Anne's County, in Equity, 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 31st day of October, 1963, 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 said property is subject in and to all that lot or parcel of land described in these proceedings, is vested in the Complainant, Lillie Mae Scott.

AND IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that William R. Turner , Town Clerk and Collector of Taxes of the Town of Centreville, Maryland, shall execute a deed to Lillie Mae Scott, in fee simple, in and to all that said lot or parcel of land described in these proceedings, upon payment to the Collector of the balance of the purchase price due on account of the purchase price of the said property, together with all taxes and interest and penalties thereupon accuring subsequent to the date of sale.

THOS J KEATING JR.
Judge

Filed Oct. 31, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Fourth day of May in the year nineteen hundred and sixty-five, the following BILL TO QUIET TITLE was brought to be recorded, to wit:

HERBERT A. WILLIS & ROBERT R. PRICE, JR., EXECUTORS UNDER THE WILL OF ALICE MARIE PLUGGE, COMPLAINANTS	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES H. STANSBURY, DECEASED, AND HIS UNKNOWN HEIRS, EXECUTORS, ADMINISTRATORS 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, ADDRESSES UNKNOWN. DEFENDANTS	:	QUEEN ANNE'S COUNTY IN EQUITY NO. 4700

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Herbert A. Willis and Robert R. Price, Jr., Executors under the Will of Alice Marie Plugge, Deceased, respectfully represents:

(1) That this proceeding is filed under the provision of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That your Petitioners are the duly qualified Executors under the Last Will and Testament of Alice Marie Plugge, said Last Will and Testament having been probated on November 9, 1964, and recorded in Liber E.C.W. No. 2, folio 137, of the Will Records of Queen Anne's County, a certified copy of which is filed herewith as Complaints' Exhibit "A".

(3) That under Item No. Five of said Will your Petitioners were directed to sell the property therein referred to as the "Stansbury Lot", and more particularly described below, that your Petitioners did sell said property at private sale to C. Earl Tribbett and Alice Tribbett, his wife, and that said sale was reported to the Orphans' Court on March 2, 1965, and finally ratified on April 13,1965.

(4) That James H. Stansbury did on December 30, 1898, by deed from Joseph E. Wilson and Bell C. Wilson, his wife, recorded in Liber W.H.C. 9, folio 79, of the Land Records of Queen Anne's County receive title to the following described real estate, to wit:

> ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described, as follows, to wit:
>
> On the North side of the public road from Ingleside to Roseville, adjoining the lands of the Beatty heirs and the said Joseph E. Wilson, and beginning at a stone in the public road leading from Ingleside to Roseville and running with the lands of Beatty heirs Northwest to the public road leading from the Ingleside and Roseville Road to Tilghman's Station, and then with the said Road South to the Ingleside and Roseville road, and then with the Ingleside and Roseville road, to the place of beginning, containing 1/2 acre, more or less.

and that James H. Stansbury did on August 26, 1913, by deed from Joseph H. Carter, et al, recorded in Liber W.F.W. No. 3, folio 561, receive fee simple title to the following described real estate, to wit:

> ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Roberts to Bridgetown and on the West side of the public road leading from Centreville to Ingleside, adjoining the other land of James H. Stansbury, the land of Joseph E. Wilson and other land of Joseph H. Carter, et al, and being a part of that farm called "Waterloo", according to a survey by S. Chester Coursey, dated August 9, 1913, more particularly described as follows:
>
> BEGINNING for the same at a stone placed along the West side of the public road from Centreville to Ingleside above mentioned to stand as a boundary or corner stone between and for the land hereby granted and conveyed and that part of said tract of land called "Waterloo" remaining unto Joseph H. Carter, et al,

after this conveyance, and running thence with that part of said tract called "Waterloo" so remanining unto the Joseph H Carter, et al, North 49° West, 64 rods to a stone, thence South 83° 30' West 17 rods and .71 of a rod to a stone, thence South 68° 45' West, 2.6 rods to the middle of the public road from Roberts Station to Bridgetown above mentioned, thence with the middle of the public road last mentioned North 47° 9.8 rods to a point opposite a stone on the South side of said road, thence South 70° West 44.8 rods to a stone along the line of the said land of Joseph E. Wilson, thence with the line of the Wilson land South 74° 30' East, 122.9 rods to a stone on the East side of the public road from Centreville to Ingleside, said stone being a corner stone for said land of Joseph E. Wilson, and the whole tract called "Waterloo", thence North 19° East 3.96 rods to the place of beginning, containing 13 1/2 acres of land.

and that said two tracts of land are contiguous and were joined together as one tract by James H. Stansbury, certified copies of both deeds are filed herewith, and referred to respectively as Complainants' Exhibits "B" and "C".

(5) That James H. Stansbury did die intestate sometime in the year 1918 and no administration was opened in his estate.

(6) That in the year 1934, Louis Plugge and Alice Marie Plugge, his wife, did purchase at a tax sale held by Annie Skinner, Tresasure of Queen Anne's County, the herein described property, but did not receive a deed therefor.

(7) That Louis Plugge and Alice Marie Plugge, his wife, did enter into possession of said property immediately after the tax sale in 1934, and have from that date to the date of death of Louis Plugge in the year 1959, and thence to the date of death of Alice Marie Plugge, November 5, 1964, a period of over thirty years, notoriously, openly and adversely occupied said land.

(8) That your Petitioners upon their qualifying as Executors, immediately took possession of the land described in these proceedings and notoriously, openly and adversely occupy same to date.

(9) That since said sale has been ratified the purchasers have refused to pay the purchase price until said title is clear and your Petitioners have be authorized by an Order of the Orphans' Court for Queen Anne's County, to clear said title as per certified copy of said Order, Exhibit "D".

(10) That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from said title to the land aforementioned.

TO THE END, THEREFORE, YOUR PETITIONERS PRAY:

(1) That the Plaintiffs may by Decree of this Honorable Court be made the absolute owner of said land and the perfect right to absolute disposition of the same as against the Defendants in this suit.

(2) That his Honorable Court will grant an aboslute and permanent injunction against the assertion by any of the said Defendants in this Cause to said property by any action either at law or equity or otherwise.

(3) That your Petitioners may have such other and further relief as their case may require.

Respectfully submitted,

ROBERT R. PRICE JR
Robert R. Price, Jr.
Centreville, Md.
Phone: 758-1660

ROBERT R. PRICE JR.
Robert R. Price, Jr.,

HERBERT A. WILLIS
Herbert A. Willis, Executors under the Will of Alice Marie Plugge, Deceased.

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

I HEREBY CERTIFY, that on this 3rd day of May, 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr. and Herbert A. Willis, Executors under the Will of Alice Marie Plugge, Deceased, and made oath in due form of law that the matters and facts set forth above are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

MARCY FOSTER COLLIER
Notary Public
My commission expires: 7-1-65

Filed May 4, 1965

EXHIBIT A
Filed May 4, 1965

LAST WILL AND TESTAMENT

OF

ALICE MARIE PLUGGE

I, Alice Marie Plugge, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding do make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all Wills and Codicils heretofore made by me.

Item No. One: I direct my Executors, hereinafter named, to pay all my just debts and expenses of my last illness and burial.

Item No. Two: I give and devise my residence, home place in Ingleside, Maryland, unto my daughter, Paula Virginia McKinney also known as Pauline Virginia McKinney and husband, G. A. McKenney, jointly.

Item No. Three: I give and devise my property known as the "blacksmith shop" consisting of the shop and house unto Paul Franklin Plugge and Olive Plugge, his wife, jointly.

Item No. Four: I give and devise my house in Ingleside known as "Clough Property" unto my granddaughter, Brenda Marie McKinney.

Item No. Five: I direct my Executors, hereinafter named to sell at public or private sale in their sole discretion my farm known as "Crows Nest" and my lot known as the "Stansbury Lot, both in Queen Anne's County and from the proceeds therefrom to pay the following bequests.

Unto Catherine Stout the sum of $100.00
Unto Alice Tribbett the sum of $500.00
Unto Alice Perry, niece, the sum of $500.00
Unto Palmer & Florence Council, the sum of $500.00 (jointly)
Unto Herbert A. Willis, the sum of $500.00
Unto Emma Schtozhauer, the sum of $500.00
Unto Olive Plugge, the sum of $1,000.00
Unto Irene & Bill Williams, the sum of $1,000.00 (jointly)
Unto Trinity Lutheran Church, Chestertown, Maryland, the sum of $1,000.00

The balance of the proceeds of sale to become part of the rest and residue of my estate.

The rest and residue of my estate whatsoever kind and nature I do give and bequeath to my daughter, Paula Virginia McKinney outright knowing that she will use the same to take care of and benefit her children, Gregory Alan, Glenda Arlene and Karen Sue, as will as any other children she may have.

I hereby appoint Herbert A. Willis and Robert R. Price, Jr. as Executors of this my Last Will and Testament. They to have the power of sale above set forth and do further state the bequest made to Herbert A. Willis to be in addition to any fees he may be allowed as Executor.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 27th day of October, 1964.

ALICE MARIE PLUGGE (SEAL)
Alice Marie Plugge.

EXHIBIT A

Filed May 4, 1965

SIGNED, SEALED, PUBLISHED AND DECLARED by the herein named Testarix, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, believing her to be of sound and disposing mind, memory and understanding, hereunto subscribe our names as witnesses the day and year first mentioned.

NAMES:	ADDRESSES:
ROBERT R. PRICE JR	CENTREVILLE, MARYLAND
MARCH F. COLLIER	CENTREVILLE, MARYLAND

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

On the 6th day of November A.D., 1964, came Robert R. Price, Jr. Esq., Centreville, Maryland, Custodian of the within and aforegoing instrument of writing purporting to be the last Will and Testament of ALICE MARIE PLUGGE, 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 Sudlersville Bank of Maryland on or about 6th day of November, A.D. 1964.

Sworn before

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Md.

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 tohether with the probate thereof of ALICE MARIE PLUGGE, late of Queen Anne's County, deceased, as filed and passed in this office on November 9, 1964 and recorded in Liber E.C.W. No. 2 Folio 137 in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

Court Seal

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 4th day of May 1965.

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

CERTIFIED COPY OF DEED
Filed May 4, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered, that on the Ninth day of January, in the year One Thousand eight hundred and ninety nine, the following Deed was brought to be recorded, to wit:

This Deed, made this Thirtieth day of December, in the year Eighteen hundred and ninety eight, by Joseph E. Wilson and Bell C. Wilson, his wife, of Queen Anne's County, in the State of Maryland, Witnesseth, that for and in consideration of the sum of one hundred dollars. We, the said Joseph E. Wilson and Bell C. Wilson, his wife, do grant and convey unto James H. Stansbury of the said County and State, his heirs and assigns forever in fee. All that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, on the North side of the public road from Ingleside to Roseville, adjoining the lands of the Beatty heirs and the said Joseph E. Wilson, and beginning at a stone in the public road leading from Infleside to Roseville, and running with the lands of the Beatty heirs North west to the public road leading from the Ingleside and Roseville Road to Tilghmans Station, and then with the said Road South to the Ingleside and Roseville road, and then with the Ingleside and Roseville road to the place of beginning, and conta ning one half acre, more or less - and the said Joseph W. Wilson, and Bell C. Wilson, his wife, do warrant generally the property conveyed.

WITNESS our hands and seals

Test: Jonathan Chance, J.P. JOSEPH E. WILSON (SEAL)

BELL C. WILSON (SEAL)

State of Maryland)
)
Queen Anne's County Sct) I hereby certify, that on this Thirtieth day of December, in the year Eighteen hundred and ninety eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Joseph E. Wilson, and Bell C. Wilson, his wife, and acknowledged the foregoing Deed to be their respective act.

JONATHAN CHANCE, J.P.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber W.H.C. No. 9, folio 79, a Land Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 4th day of May in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

Filed May 4, 1965

Exhibit B
Filed July 23, 1965

TESTIMONY EXHIBIT "1"

CERTIFIED COPY OF DEED
EXHIBIT C
Filed July 23, 1965

#3830. Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the twenty sixth day of August in the year nineteen hundred and thirteen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this twenty sixth day of August, in the year nineteen hundred and thirteen, by Joseph H. Carter and Richard J. Carter, of Queen Anne's County, State of Maryland,

WITNESSETH: that for and in consideration of the sum of Five

Hundred Dollars, ($500.00), the receipt of which is hereby acknowledged, the said Joseph H. Carter and Richard J. Carter do hereby grant and convey unto James H. Stansberry, of Queen Anne's County, State of Maryland, his heirs and assigns forever, in fee simple, all that lot or parcel of land situate, lying and being in the second election district of Queen Anne's County, State of Maryland, on both sides of the public road leading from Roberts (a station on the Queen Anne's and Kent Railroad) to Bridgetown, and on the west side of the public road leading from Centreville to Ingleside, adjoining the other land of the said James H. Stansberry, the land of Joseph E. Wilson and the other land of the said Joseph H. Carter and Richard J. Carter, and being that part of the farm or tract of land called or known as "Waterloo" hereinafter referred to, which contained within the following metes and bounds, courses and distances, according to a survey of the same made on the 9th. day of August 1913, by S. Chester Coursey, County Surveyor, that is to say, to wit:-

Beginning for the same at a stone placed along the west side of the public road from Centreville to Ingleside above mentioned to stand as a boundary or corner stone between and for the land hereby granted and conveyed and that part of the said tract of land called "Waterloo" remaining unto the said Joseph H. Carter and Richard J. Carter after this conveyance, and running thence with that part of the said tract of land called "Waterloo" so remaining unto the said Joseph H. Carter and Richard J. Carter north forty nine degrees west, sixty four rods to a stone; thence south eighty three degrees and thirty minutes west, seventeen rods and seventy one one hundredths of a rod to a stone; thence south sixty eight degrees and forty five minutes west, two rods and six thenths of a rod to the middle of the public road from Roberts Station to Bridgetown above mentioned; thence with the middle of the public road last mentioned north forty seven degrees west, nine rods and eight tenths of a rod to a point opposite a stone on the south side of said road; thence south seventy degrees west, forty four rods and eight tenths of a rod to a stone along the line of the said land of the said Joseph E. Wilson; thence with the line of the last nemed land south seventy four degrees and thirty minutes east, one hundred and twenty two rods and nine tenths of a rod to a stone on the east side of the public road from Centreville to Ingleside; said stone being a corner stone for the said land of the said Joseph E. Wilson and the whole tract called as a foresaid "Wooterloo"; thence north nineteen degrees east, three rods and ninety six one hundredths of a rod to the place of beginning, containing thirteen acres and one half of an acre of land.

THE land hereby granted and conveyed is a part of the tract of land called or known as "Waterloo" granted and covneyed by J. Waters Russell, by deed dated July 2nd., 1908, and recorded in Liber S.S. No. 5, fol. 72 &c., a land record book of Queen Anne's County aforesaid, unto the said Joseph H. Carter by the name of J. H. Carter and unto the said Richard J. Carter by the name of R.J. Carter, as tenants in common, and is part of the same land granted and conveyed unto one Louis H. Beatty by John S. Price and wife by Deed dated March 17, 1863, and recorded in Liber M.B. No. 2, fol. 328 &c., a land record book of said county, said land being in the last named deed by the name of "Tilghman's Chance Corrected Resurveyed".

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 Joseph H. Carter and Richard J. Carter covenant that they will warrant generally and 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:- JOS. H. CARTER. (SEAL)

Ray Turner. RICHARD JAMES CARTER (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that upon this twenty sixth day of August in the year nineteen hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Joseph H. Carter and Richard J. Carter and they each did acknowledge the aforegoing 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 is truly taken and copied from Liber W.F.W. No. 3, folio 561, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 4th day of May in the year nineteen hundred and sixty-five.

CHARLES W. CECIL

Filed May 4, 1965
Exhibit C

EXHIBIT D
Filed May 4, 1965

IN RE ESTATE OF ALICE MARIE PLUGGE, DECEASED. : IN THE ORPHANS' COURT FOR
: QUEEN ANNE'S COUNTY
: NO. 3131

PETITION AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Herbert A. Willis and Robert R. Price, Jr., Executors under the Will of Alice Marie Plugge, respectfully represents:

(1) That this Honorable Court finally ratified the sale of a parcel of land known as the "Stansbury Lot" to C. Earl Tribbett and wife on April 13,1965.

(2) That the purchasers have informed your Petitioners of a title defect in said parcel of ground and have demanded a clear title.

(3) That said real estate was held by Alice Marie Plugge, individually or jointly for more than 30 years, adversely to the public and the heirs of James H. Stansbury and that your Petitioners will have to file a Bill in the Circuit Court for Queen Anne's County to quiet said title.

TO THE END THEREFORE, YOUR PETITIONERS PRAY:

(1) That they be authorized to employ counsel and proceed forthwith by will of Bill in the Circuit Court for Queen Anne's County to quiet said title to the real estate involved in this Cause.

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

Respectfully submitted,

ROBERT R. PRICE JR

HERBERT A. WILLIS
Executors of the Estate of
Alice Marie Plugge, Dec'd.

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

I HEREBY CERTIFY, that on this 3rd day of May, 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr. and Herbert A. Willis, Executors of the Estate of Alice Marie Plugge, Deceased, and made oath in due form of law that the matters and facts above stated are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

MARCY FOSTER COLLIER
Notary Public
My commission expires: 7-1-65

Exhibit D
Filed May 4, 1965

IN RE ESTATE OF ALICE MARIE PLUGGE, DECEASED. : IN THE ORPHANS' COURT FOR
: QUEEN ANNE'S COUNTY
: NO. 3731

ORDER OF COURT

UPON the aforegoing Petition and Affidavit of Herbert A. Willis and Robert R. Price, Jr., Executors of the Will of Alice Marie Plugge, Deceased, it is this 4th day of May, 1965, ORDERED, by the Orphans' Court of Queen Anne's County, that the said Herbert A. Willis and Robert R. Price, Jr., are hereby authorized to employ counsel and forthwith to file any and all suits necessary in the Circuit Court for Queen Anne's County, to clear title to the real estate in this Cause, and all expenses which may occur shall be allowed in their Administration Account.

GORDON L. SHAWN

BENJ L. COPPAGE

WM. ALBERT ROE
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 Petition of Robert R. Price, Jr., and Herbert A. Willis, Executors under the Will of ALICE MARIE PLUGGE, deceased, and ORDER OF COURT thereon authorizing said Executors to employ counsel for the purposes therein set forth as filed and passed in this office on May 4th, 1965 and recorded in Liber E.C.W. No. 5 Folio ___ in Record Book of PETITIONS AND ORDERS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 4th day of May, 1965.

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

Orphans' Court Seal

ORDER OF PUBLICATION
Filed May 4, 1965

HERBERT A. WILLIS, & ROBERT R. PRICE, JR., EXECUTORS UNDER THE WILL OF ALICE MARIE PLUGGE, DECEASED COMPLAINANTS	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
JAMES H. STANSBURY, DECEASED, AND HIS UNKNOWN HEIRS, EXECUTORS, ADMINISTRATORS 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, ADDRESSES UNKNOWN. DEFENDANTS.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4700
	:	
	:	

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiffs be made the absolute owners of the tracts of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claiming any interest in said land.

The Bill recites that this proceeding is - - - - - - - - - - -

(1) Filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That your Petitioners are the duly qualified Executors under the Last Will and Testament of Alice Marie Plugge, said Last Will and Testament having been probated on November 9, 1964, and recorded in Liber E.C.W. No. 2, folio 137, of the Will Records of Queen Anne's County, a certified copy of which is filed herewith as Complainants' Exhibit "A".

(3) That under Item No. Five of said Will your Petitioners were directed to sell the property therein referred to as the "Stansbury Lot", and more particularly described below that your Petitioners did sell said property at private sale to C. Earl Tribbett and Alice Tribbett, his wife, and that said sale was reported to the Orphans' Court on March 2, 1965, and finally ratified on April 13, 1965.

(4) That James H. Stansbury did on December 30, 1898, by deed from Joseph E. Wilson and Bell C. Wilson, his wife, recorded in Liber W.H.C. No. 9, folio 79, of the Land Records of Queen Anne's County receive title to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described, as follows, to wit:

On the North side of the public road from Ingleside to Roseville, adjoining the lands of the Beatty heirs and the said Joseph E. Wilson, and beginning at a stone in the public road leading from Ingleside to Roseville and running with the lands of Beatty heirs Northwest to the public road leading from the Ingleside and Roseville Road to Tilghman's Station, and then with the said road South to the Ingleside and Roseville road, and then with the Ingleside and Roseville road, to the place of beginning, containing 1/2 acres, more or less.

and that James H. Stansbury did on August 26, 1913, by deed from Joseph H. Carter, et al, recorded in Liber W.F.W. No. 3, folio 561, receive fee simple, title to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Roberts to Bridgetown and on the West side of the public road leading from Centreville to Ingleside, adjoining the other land of James H. Stansbury, the land of Joseph E. Wilson and other land of Joseph H. Carter, et al, and being a part of that farm called "Waterloo", and according to a survey by S. Chester Coursey, dated August 9, 1913, more particularly described, as follows:

BEGINNING for the same at a stone placed along the West side of

the public road from Centreville to Ingleside above mentioned to stand as a boundary or corner stone between and for the land hereby granted and conveyed and that part of said tract of land called "Waterloo" remaining unto Joseph H. Carter, et al, after this conveyance, and running thence with that part of said tract called "Waterloo" so remaining unto the said Joseph Carter, et al, North 49° West, 64 rods to a stone, thence South 83° 30' West 17 rods and .71 of a rod to a stone, thence South 68° 45' West, 2.6 rods to the middle of the public road from Roberts Station to Bridgetown above mentioned, thence with the middle of the public road last mentioned North 47° 9.8 rods to a point opposite a stone on the South side of said road, thence South 70° West 44.8 rods to a stone along the line of the said land of Joseph E. Wilson, thence with the line of the Welson land South 74° 30' East, 122.9 rods to a stone on the East side of the public road from Centreville to Ingleside, said stone being a corner stone for said land of Joseph E. Wilson, and the whole tract called "Waterloo", thence North 19° East 3.96 rods to the place of beginning, containing 13 1/2 acres of land.

and that said two tracts of land are contiguous and were joined together as one tract by James H. Stansbury, certified copies of both deeds are filed herewith, and referred to respectively as Complainants' Exhibits "B" and "C".

(5) That James H. Stansbury did die intestate sometime in the year 1918 and no administration was opened in his estate.

(6) That in the year 1934, Louis Plugge and Alice Marie Plugge, his wife, did purchase at a tax sale held by Annie Skinner, Treasurer of QUEEN Anne's County, the herein described property, but did not receive a deed therefor.

(7) That Louis Plugge and Alice Marie Plugge, his wife, did enter into possession of said property immediately after the tax sale in 1934, and have from that date to the date of death of Louis Plugge, in the year 1959, and thence to the date of death of Alice Marie Plugge, November 5, 1964, a period of over thirty years, notoriously, openly and adversely occupied said land.

(8) That your Petitioners upon their qualifying as Executors, immediately took possession of the land described in these proceedings and notoriously, openly and adversely occupy same to date.

(9) That since said sale has been ratified the purchasers have refused to pay the purchase price until said title is clear and your Petitioners have been authorized by an Order of the Orphans' Court for Queen Anne's County, to clear said title as per certified copy of said Order, Exhibit "D".

(10) That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from sai_ title to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 4th day of May, 1965, 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 3rd day of June, 1965, shall give notice to the Respondents, addresses unknown, 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 6th day of July, 1965, 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: May 4 1965

CHARLES W. CECIL
Clerk.

PETITION
Filed July 19, 1965

HERBERT A. WILLIS AND ROBERT R. PRICE, JR., EXECUTORS UNDER THE WILL OF ALICE MARIE PLUGGE, DECEASED, COMPLAINTS	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
JAMES H. STANSBURY, DECEASED, AND HIS UNKNOWN HEIRS, EXECUTORS, ADMINISTRATORS AND ALL OTHER PERSONS, THEIR HEIRS, 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, ADDRESSES UNKNOWN. DEFENDANTS.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4700

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Attorney for Herbert A. Willis and Robert R. Price, Jr., Executors under the Will of Alice Marie Plugge, Deceased, respectfully represents:

(1) That the Defendants, James H. Stansbury, Deceased, and his unknown heirs, executors, administrators and all other persons, their heirs, 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, have been duly served, summons to appear, answer and defend in this cause as evicenced 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 said Order of Publication to the said Defendants to answer and defend in this Cause has long since passed, the defendants have failed to enter their appearance, either in proper person, or by solicitor and have not filed any pleadings 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 examiner of this Court, so that your Petitioners may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE:

(1) That a decree pro confesso may be granted by this Honorable Court against James H. Stansbury, Deceased, and his unknown heirs, executors, administrators, 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.

(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 Petitioners may have such other and further relief as their case may requisite.

AND AS IN DUTY BOUND, ETC.

ROBERT R. PRICE, JR.
Robert R. Price, Jr.,
Attorney for Petitioners.
103 Lawyer's Row
Centreville, Md.

Filed July 2, 1965

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed July 12, 1965

Herbert A. Willis &
Robert R. Price, Jr.,
Executors under the Will of
Alice Marie Plugge, Deceased
Complainants
vs.
James H. Stansbury, Deceased,
and His Unknown Heirs, Executors,
Administrators 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
Allien or Encumbrance on the Real Estate Mentioned in these Proceedings,
Addresses Unknown.
Defendants.

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

No. 4700

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiffs be made the absolute owners of the tracts of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claiming any interest in said land.

The Bill recites that this proceeding is - - - - - - - - - - -

(1) Filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That your Petitioners are the duly qualified Executors under the Last Will and Testament of Alice Marie Plugge, said Last Will and Testament having been probated on November 9, 1964, and recorded in Liber E.C.W. No. 2, folio 137, of the Will Records of Queen Anne's County, a certified copy of which is filed herewith as Complainants' Exhibit "A".

(3) That under Item No. Five of said Will your Petitioners were directed to sell the property therein referred to as the "Stansbury Lot", and more particularly described below, that your Petitioners did sell said property at private sale to C. Earl Tribbett and Alice Tribbett, his wife, and that said sale was reported to the Orphans' Court on March 2, 1965, and finally ratified on April 13, 1965.

(4) That James H. Stansbury did on December 30, 1898, by deed from Joseph E. Wilson and Bell C. Wilson, his wife, recorded in Liber W.H.C. No.9, folio 79, of the Land Records of Queen Anne's County receive title to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described, as follows, to wit:

ON the North side of the public road from Engleside to Roseville, adjoining the lands of the Beatty heirs and the said Joseph E. Wilson, and beginning at a stone in the public road leading from Ingleside to Roseville and running with the lands of Beatty heirs Northwest to the public road leading from the Ingleside and Roseville Road to Tilghman's Station, and then with the said South to the Ingleside and Roseville road, and then with the Ingleside and Roseville road to the place of beginning, containing 1/2 acres, more or less.
and that James H. Stansbury did on August 26, 1913, by deed from Joseph H. Carter, et al, recorded in Liber W.F.W. No. 3, folio 561, receive fee simple, title to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Roberts to Bridgetown and on the West side of the public road leading from Centreville to Ingleside, adjoining the other land of James H. Stansbury, the land of Joseph E. Wilson and other land of Joseph H. Carter, et al, and being a part of that farm called "Waterloo", according to a survey by S. Chester Coursey, dated August 9, 1913, more particularly described, as follows;

BEGINNING for the same at a stone placed along the West side of the public road from Centreville to Ingleside above mentioned to stand as a boundary or corner stone between and for the land hereby granted and conveyed and that part of said tract of land called "Waterloo" remaining unto Joseph H.Carter, et al, after this conveyance, and running thence with that part of said tract called "Waterloo" so remaining unto the said Joseph Carter, et al, North 49° West, 64 rods to a stone, thence South 83° 30' West 17 rods and .71 of a rod to a stone, thence South 68° 45' West, 2.6 rods to the middle of the public road from Roberts Station to Bridgetown above mentioned, thence with the middle of the public road last mentioned North 47° 9.8 rods to a point opposite a stone on the South side of said road, thence South 70° West 44.8 rods to a stone along the line of the said land of Joseph E. Wilson, thence with the line of the Wilson land South 74° 30' East, 122.9 rods to a stone on the East side of the public road from Centreville to Ingleside, said stone being a corner stone for said land of Joseph E. Wilson, and the whole tract called "Waterloo", thence North 19° East 9.96 rods to the place of beginning, containing 13½ acres of land.
and that said two tracts of land are contiguous and were joined together as one tract by James H. Stansbury, certified copies of both deeds are filed herewith, and referred to respectively as Complainants' Exhibits "B" and "C".

(5) That James H. Stansbury did die intestate sometime in the year 1918 and no administration was opened in his estate.

(6) That in the year 1934, Louis Plugge and Alice Marie Plugge, his wife, did purchase at a tax sale held by Annie Skinner, Treasurer of Queen Anne's County, the herein described property, but did not receive a deed therefor.

(7) That Louis Plugge and Alice Marie Plugge, his wife, did enter into possession of said property immediately after the tax sale in 1934, and have from that date to the date of death of Louis Plugge, in the year 1959, and thence to the date of death of Alice Marie Plugge, November 5, 1964, a period of over thirty years, notoriously, openly and adversely occupied said land.

(8) That; your Petitioners upon their qualifying as Executors, immediately took possession of the land described in these proceedings and notoriously, openly and adversely occupy same to date.

(9) That since said sale has been ratified the purchasers have refused to pay the purchase price until said title is clear and your Petitioners have been authorized by an Order of the Orphans' Court for Queen Anne's County, to clear said title as per certified copy of said Order, Exhibit "D".

(10) That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from said title to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 4th day of May, 1965, 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 3rd day of June, 1965, shall give notice to the Respondents, addresses unknown, 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 6th day of July, 1965, 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 entitled f for the relief demanded by the Plaintiffs.
Filed: May 4, 1965

CHARLES W. CECIL, Clerk

True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md., July 12 , 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication #4700 in the case of Herbert A. Willis etc VS James H. Stansbury etc a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 3 day of June, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6 day of May 1965, and the last insertion on the 27 day of May, 1965.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed July 12, 1965

ORDER OF COURT
Filed July 19, 1965

ORDER OF COURT

The aforegoing Petition having been read and considered, and it appearing that the Defendants, James H. Stansbury, deceased, and his unknown heirs, executors, administrators, 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, being the Defendants, have been duly summoned and failed to appear, either in person or by solicitor to the Bill of Complaint filed herein.

IT IS THEREUPON this 19th day of July, 1965, by the Circuit Court of Queen Anne's County, in Equity and by the authority thereof, ADJUDGED, ORDERED and DECREED, that the Plaintiffs are entitled to relief in the premises and that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, James H. Stansbury, deceased, and his unknown heirs, executors, administrators and all other persons, their heirs, executors and administrators 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, but because it does not certainly appear to what relief the Petitioners are entitled, IT IS FURTHER ORDERED and ADJUDGED, that leave be granted to the Petitioners 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 July 19, 1965

REPORT OF EXAMINER
Filed July 23, 1965

HERBERT A. WILLIS AND ROBERT R. PRICE, JR., EXECUTORS UNDER THE WILL OF ALICE MARIE PLUGGE, DECEASED. COMPLAINANTS	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
JAMES H. STANSBURY, DECEASED, AND HIS UNKNOWN HEIRS, EXECUTORS, ADMINISTRATORS AND ALL WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TI HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS, ADDRESSES UNKNOWN. DEFENDANTS.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4700
	:	

The undersigned, one of the Standing Examiners for the Circuit Court for Queen Anne's County, in Equity, at the request of Robert R. Price, Jr., Solicitor for the Plaintiffs, did, at his office, 103 Lawyer's Row, Centreville, Maryland, on July 21st, 1965, at 1:00 P.M., and after swearing the witnesses and the stenographer, Marcy F. Collier, proceed to take their depositions; and I do further certify that I was present during the taking of the depositions; 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 unusual or irregular circumstances in taking of the depositions or in the conduct of the proceedings.

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

Filed July 23, 1965

The first witness, Paula Virginia McKinney, having been duly sworn, did depose and say:

Questions by B. Hackett Turner, Jr., Examiner:

Q. Please state your name, age and occupation.

A. Paula Virginia McKinney, 34 years old, housewife.

Q. Do you know of any other litigation pending between the parties in this suit?

A. No, I do not.

Questions by Robert R. Price, Jr., Attorney:

Q. What is your relationship to Mr. and Mrs. Plugge?

A. I am an adopted daughter.

Q. How long have you lived with Alice Plugge and Louis Plugge?

A. I was taken at three (3) months.

Q. Where did Mr. and Mrs. Plugge make their residence?

A. At Ingleside.

Q. What was the date of death of Mr. Louis Plugge?

A. April, 1959.

Q. What was the date of death of Mrs. Alice Marie Plugge?

A. November 5th, 1964.

Q. How many years did you live at Ingleside?

A. 'Til I was about fifteen (15).

Q. Have you visited Ingleside and your parents since your marriage?

A. Yes, I have quite often.

Q. Are you familiar with the tract of land known as the "Stansbury Lot"?

A. Yes.

Q. Where it it located?

A. Its on the Ingleside-Roseville Road, located at the first four corners road; and on the Roberts-Bridgetown Road. The ground is on both sides of the road and consists of 13 1/2 acres. About one-half of its cleared. The cleared ground has been tilled.

Q. I hand you this paper, marked "Exhibit 'B'", filed prior hereto in this case, and ask you to identify it.

A. It is a deed from Joseph E. Wilson and Bell C. Wilson, his wife, to James H. Stansbury, dated the 30th day of December, 1898, and recorded in Liber W.H.C. No. 9, folio 79, a Land Record Book for Queen Anne's County.

(Mr. Price, attorney, offers this deed as testimonial evidence and as Exhibit #1).

Q. I hand you this paper, marked "Exhibit 'C'", filed prior hereto in this case, and ask you to identify it.

A. It is a deed from Joseph H. Carter and Richard J. Carter to James H. Stansbury, dated the 26th day of August, 1913, and recorded in Liber W.F.W. No. 3, folio 561, a Land Record Book for Queen Anne's County.

(Mr. Price, attorney, offers this deed as testimonial evidence and as Exhibit #2).

Q. Do these deeds, testimony Exhibits 1 and 2, describe the land which we are speaking of as the Stansbury Lot?

A. Yes.

Q. Do you know how your Mother and Father acquired title to this property?

A. Yes, it was bought at a tax sale.

Q. From your earliest menory, did your Mother and Father possess this land?

A. Yes, for at least twenty-five (25) years of my memory.

Q. Were there any buildings on this land?

A. There was a house or shack on it.

Q. Who lived there?

A. Hired hand who worked for my Father.

Q. Did your Mother and Father till this land?

A. Yes, they did. They tilled it as long as I could remember.

Q. Did your Father and Mother openly, notoriously, & adversely, hold and possess this land as their own?

A. Yes.

Q. Did you ever hear of anyone else claiming possession of this property?

A. No.

Q. Did your Mother, prior to her death, discuss with you anyone else owning this property?

A. No, she did not.

The second witness, W. R. Wilson, III, having been duly sworn, did depose and say:

Q. Please state your name, age and address.

A. W. R. Wilson, III, 43, Ingleside, Maryland.

Q. Have you resided at Ingleside all your life?

A. Yes.

Q. Are you familiar with this tract of land known as the Stansbury Lot?

A. Yes, I am, it is situated on the Ingleside-Roseville Road, on the four corners of the Roberts-Bridgetown Road, on the right, consisting of approximately 13 or 14 acres of land.

Q. Did you know Louis and Alice Plugge?

A. Yes, I did, for some forty (40) years.

Q. To your knowledge, did Louis and Alice Plugge, openly, notoriously, adversely, hold and possess this land as their own?

A. Yes, for a period of, well, I would say since in the thirties.

Q. What use did they make of this land?

A. They tilled the land with connection to their home farm which practically borders this tract of land.

Q. Were there any improvements on this tract of land?

A. Yes, a house in very poor condition, where probably a tenant or hired hand of Mr. and Mrs. Plugge's lived.

Q. To your knowledge, in the Ingleside ares, did anyone ever make any attempt to possess this property other than Mr. and Mrs. Plugge?

A. It was always understood that Mr. and Mrs. Plugge bought this land at a tax sale in the thirties.

Q. I hand you this paper, marked "Exhibit 'B'", filed prior hereto in this case, and ask you to identify it.

A. It is a deed from Joseph E. Wilson and Bell C. Wilson, his wife, to James H. Stansbury, dated the 30th day of December, 1898, and recorded in Liber W.H.C. No. 9, folio 79, a Land Record Book for Queen Anne's County.

Q. I hand you this paper, marked "Exhibit 'C'", filed prior hereto in this case, and ask you to identify it.

A. It is a deed from Joseph H. Carter and Richard J. Carter to James H. Stansberry, dated the 26th day of August, 1913, and recorded in Liber W.F.W. No. folio 561, a Land Record Book for Queen Anne's County.

Q. After reading the description in these deeds, is this the land you refer to as the "Stansbury Lot"?

A. Yes, it is.

The third witness, Robert R. Price, Jr., having been duly sworn, did depose and say:

(1) That my name is Robert R. Price, Jr., I am an attorney at law, business address 103 Lawyer's Row, Centreville, Maryland.

(2) That on or about September, 1964, Alice M. Plugge, engaged my services to determine the legal title she held in the tract of land known as the "Stansbury Lot" consisting of 13 1/2 acres, more or less, in the First Election District of Queen Anne's County, State of Maryland.

(3) Mrs. Plugge informed me that she and her deceased husband, Louis Plugge, had purchased this property at a tax sale in 1933, and had since that date tilled the land and paid taxes on the same. That she had recently attempted to sell the property, but there was no record of any deed from the Treasurer to Mr. and Mrs. Plugge.

(4) I have examined the Land Records of Queen Anne's County, and find the last transfer of record of the "Stansbury Lot" to Exhibits #1 and #2.

(5) That Mrs. Plugge left with me the following Exhibits: Exhibit No. 3, receipt from Anna Q. Skinner, Treasurer, for sale of Stansbury Lot.

(6) That commencing with the year 1934, the tax records indicate that the "Stansbury Lot" was assessed to, and tax bills paid to the year 1965 by, Louis and Alice Plugge.

(7) That since the death of Alice Plugge, November 5, 1964, I, as one of the Executors of her Estate, have taken possession of said Stansbury Lot and in the year 1964 did grant possession of said land to the prospective purchasers, Earl Tribbett and wife. That the Tribbetts have moved a house trailer onto said property and lived on the same since the end of the year 1964.

(8) That since the death of Alice M. Plugge mo one has asserted any claim of title to said property.

(9) That Herbert A. Willis and Robert R. Price, Jr., qualified as Executors of the Estate of Alice Marie Plugge, as evidenced by attached Exhibit No. 4. filed herewith.

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 in the case, as follows, to wit:

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

March F. Collier, Steno. ---------- 10.00

And I do further certify that said depositions were commenced at 1:00 and completed at 1:35 P.M. on the 21st day of July, 1965.

Respectfully submitted,

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

Filed July 23, 1965

TESTIMONY EXHIBIT 1
Filed July 23, 1965
See Exhibit B, filed May 4, 1965.

TESTIMONY EXHIBIT 2
Filed July 23, 1965
See Exhibit C, filed May 4, 1965

TESTIMONY EXHIBIT 3
Filed July 23, 1965

OFFICE OF
TREASURER OF QUEEN ANNE'S COUNTY
Centreville, Maryland

Anna Q. Skinner, Treasurer
Marie Skinner, Deputy

May 22, 1933

Received of Louis Plugge the sum of $10.00 payment on James H. Stansgury property sold on Tax Sale May 15, 1934.

ANNA Q. SKINNER
Treasurer Q. A. CO.

Filed July 23, 1965

TESTIMONY
EXHIBIT 4
Filed July 23, 1965

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

Seal's

Place

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 ALICE MARIE PLUGGE, late of Queen Anne's County, deceased, were on the 9th day of November in the year of our Lord one thousand nine hundred and sixty-four granted and committed unto Herbert A. Willis and Robert R. Price, Jr. the Executors 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 23rd day of July in the year of our Lord, nine-

teen hundred and sixty-five.

Test:

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County

Orphans'
Court
Seal

TESTIMONY EXHIBIT 4
Filed July 23, 1965

DECREE
Filed Aug. 9, 1965

HERBERT A. WILLIS & ROBERT R. PRICE, JR. EXECUTORS UNDER THE WILL OF ALICE MARIE PLUGGE, DECEASED. COMPLAINANTS	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
JANES H. STANSBURY, DECEASED, AND HIS UNKNOWN HEIRS, EXECUTORS, ADMINISTRATORS 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, ADDRESSES UNKNOWN. DEEENDANTS.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4700
	:	

DECREE

The above Cause standing ready for hearing and being submitted without argument, the Bill of Complaint, testimony and all other proceedings were, by the Court, read and considered:

IT IS THEREUPON, this 9th day of August, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That Herbert A. Willis and Robert R. Price, Jr., as Executors under the Will of Alice Marie Plugge, Deceased, have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings and more particularly described below, as against James H. Stansbury, Deceased, and his unknown heirs, executors, administrators and all other persons, their heirs, executors and administrators who could claim any interest in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, hereinbelow described, as follows, to wit:

PARCEL NO. 1 - All that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described, as follows, to wit: On the North side of the public road from Ingleside to Roesville, adjoining the lands of the Beatty heirs and the said Joseph E. Wilson, and beginning at a stone in the public road leading from Ingleside to Roesville and running with the lands of Beatty Heirs Northwest to the Public road leading from the Ingleside and Roesville Road to Tilghman's Station, and then with the said Road South to the Ingleside and Roesville road, and then with the Ingleside and Roesville road, to the place of beginning, containing 1/2 acre, more or less.

BEING the same land granted and conveyed unto James H. Stansbury on December 30, 1898, by deed from Joseph E. Wilson and Bell C. Wilson, his wife, recorded in Liber W.H.C. No. 9, folio 79, of the Land Records of Queen Anne's County.

PARCEL NO. 2 - ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Roberts to Bridgetown and on the West side of the public road leading from Centreville to Ingleside, adjoining the other land of James H. Stansbury, the land of Joseph E. Wilson and other land of Joseph H. Carter, et al, and being a part of that farm called "Waterloo ", according to a survey by S. Chester Coursey, dated August 9, 1913, more particularly described,as follows:

BEGINNING for the same at a stone placed along the West side of the public orad from Centreville to Ingleside avove mentioned to stand as a boundary or corner stone between and for the land hereby granted and conveyed and that part of said tract of land called "Waterloo" remaining unto Joseph H. Carter, et al, after this conveyance, and running thence with that part of said tract called "Waterloo" so remaining unto the said Joseph Carter, et al, North 49° West 64 rods to a stone, thence South 83° 30' West 17 rods and .71 of a rod to a stone, thence South 68° 45' West, 2.6 rods to the middle of the public road from Roberts Station to Bridgetown above mentioned, thence with the middle of the public road last mentioned North 47° 9.8 rods to a point opposite a stone on the South side of said road, thence South 70° West 44.8 rods to a stone along the line of the said land of Joseph E. Wilson, thence with the line of the Wilson land South 74° 30' East, 122.9 rods to a stone on the East side of the public road from Centreville to Ingleside, said stone being a corner stone for said land of Joseph E. Wilson,

and the whole tract called "Waterloo", thence North 19° East 3.96 rods to the place of beginning, containing 13 1/2 acres of land.

BEING the same land granted and conveyed unto James H. Stansbury on August 26, 1913, by deed from Joseph H. Carter, et al, recorded in Liber W.F.W. No. 3, folio 561, a Land Record Book for Queen Anne's County.

(2) James H. Stansbury, Deceased, and his unknown hiers, executors, administrators 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 in these proceedings, are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

THOS H. KEATING JR
JUDGE

Filed Aug. 9, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on theThirtieth day of August in the year nineteen hundred and sixty-three, the following BILL OF COMPLAINT was brought to be recorded, to wit:

ROBERT W. BROWN AND BEATRICE W. BROWN, HIS WIFE, J. PAUL BROWN, WIDOWER, CENTREVILLE, MARYLAND; DOROTHY H. BROWN, SINGLE, WYOMING, DELAWARE; KATHERINE B. LEE AND LEWIS LEE, HER HUSBAND, ANNAPOLIS MARYLAND; AND MIRIAM B. WILKINS AND RICHARD WILKINS, HER HUSBAND, SWARTHMORE, PENNSYLVANIA
PLAINTIFFS

VS.

KATHERINE S. HASTINGS,
5426 EAST FAIRMOUNT AVENUE
TUCSON, ARIZONA; THE UNKNOWN HEIRS, EXECUTORS AND ADMINISTRATORS OF IDA CLARK BETSON, ESTER CLARK LYNCH AND [redacted]; THE UNKNOWN CHILDREN AND DESCENDANTS OF CHILDREN AND THEIR HERIS OF ROBERT CARLTON COOK; 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
DEFENDANTS

CLARA M. CLARK, WIDOW, JOSEPH PEIRCE CLARK, JR. + JEAN CLARK, HIS WIFE, JOHN PALMER SMITH, DAVID WILLIAMSON, FRANK T. HOGG, JR., EXECUTOR OF THE ESTATE OF FRANK TREVOR HOGG, DECEASED, + MARY C.D. HOGG

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4580

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

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Dorothy H. Brown, single, Katherine B. Lee and Lewis Lee, her husband, and Miriam B. Wilkins and Richard Wilkins, her husband, by J. Thomas Clark and Vachel A. Downes, Jr., their Solicitors, respectfully represents:

1. That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

2. That on or about June 14, 1872, one Lloyd Tilghman, Trustee, did by deed convey unto Joseph K. Cook, in fee simple, a tract of land known as Fishingham, containing 141 acres of land, more or less, the same being a farm or tract of land situate on the north side of the public road leading from Centreville to Ruthsburg, Third Election District of Queen Anne's County, Maryland, and being recorded among the Land Records of Queen Anne's County aforesaid in Liber J.W., No. 3, folio 419, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit A.

3. That thereafter said Joseph K. Cook, by his Last Will and Testament dated May 11, 1872, and admitted to probate in the Orphans' Court of Queen Anne's County on May 28, 1878, did devise said farm known as Fishingham to his wife, Ann Cook, for life and at her death to his neice, Katie E. Cook, in fee simple, said will being recorded among the Will Records of Queen Anne's County aforesaid in Liber W.A.J., No. 1, folio 220, a certified copy of which will is filed herewith and made a part hereof and marked Exhibit B.

4. That thereafter the said Katie E. Cook died sometime during the year 1885 and hereby under her Last Will and Testament dated April 25, 1885, and admitted to probate by the Orphans' Court of Queen Anne's County on July 7, 1885, under Item 13 of said will did leave a life estate in the tract of land known as Fishingham to her brother, Robert Carlton Cook, and at his death devised the same to his children and to their issue or descendants of any deceased child or children, and further provided that if the said Robert Carlton Cook should die without issue or descendants of issue surviving him, the property was then devised unto John B. Brown, Trustee, to sell and dispose of the same and to apply the proceeds thereof firstly, by the specific monetary bequest under Item 13, unto the Methodist Episcopal Church at Centreville with the rest and residue of said proceeds, under Item 14, being devised "to my friend, Mrs. Dr. Betson and her children"; but that no sale of conveyance of said farm by the said John B. Brown, Trustee, or by any successor or successors, is found of public record, said will being recorded among the Will Records of Queen Anne's County in Liber T.A.B., No. 2, folio 73, a certified copy of which will is filed herewith and made a part hereof and marked Exhibit C.

5. That thereafter the said Robert Carlton Cook did by deed dated August 28, 1893, convey his life interest in Fishingham to Lemuel Dumbracco, said deed being recorded among the Land Records of Queen Anne's County in Liber L.D., No. 2, folio 157, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit D.

6. That thereafter one Annie V. Betson and the Trustees of the Methodist Episcopal Church at Centreville, Queen Anne's County, Maryland, a body corporate, did grant to William Mason Shehan the power to sell Fishingham at a public sale at the Court House door at Centreville, Maryland, said power of attorney being dated April 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B.H.T., No. 8, folio 75, a certified copy of which power of attorney is filed herewith and made a part hereof and marked Exhibit E.

7. That thereafter Thomas J. Keating, Jr. and H. B. W. Mitchell, after duly qualifying as administrators c.t.a. of Lemuel Dumbracco, deceased, and William Mason Shehan, attorney under the aforesaid power of attorney, did convey Fishingham to Joseph M. Brown and Sarah E. Brown, his wife, as tenants by the entireties by deed dated July 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B.H.T., No. 8, folio 277, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit F.

(a) That the said Robert Carlton Cook's marital status is unknown and it is unknown whether he is now deceased and if deceased, whether or not any issue or descendants of issue survive him, he last having been heard from around 1900, while in Denver on his way to the West Coast.

(b) That the said Mrs. Dr. Betson, mentioned in the Last Will and Testament of Katie E. Cook, is the same person as Anna (or Annie) V. Betson, the grantor of the aforesaid power ot attorney to William Mason Shehan, the said Anna V. Betson being the widow of Dr. George W. Betson, Sr., and she died intestate during the year 1930 survived by only one child, Anna L. Betson, who died testate on May 21, 1962, her Last Will and Testament and Codicil thereto being recorded among the Will Records of Caroline County in Liber No. 17, folio 121, a certified copy of which will and codicil thereto is filed herewith and made a part hereof and marked Exhibit G, and under paragraph 16 of the same one Katherine S. Hastings is the residuary legatee; and that prior to the decease of said Anna V. Betson she had two other children, one Howard D. Betson, who died intestate and unmarried while a minor during the year 1886, and another son named George W. Betson, Jr., who died during the year 1918 intestate survived by his widow, Ida Clark Betson, and that it is unknown whether the said Ida Clark Betson is living or deceased, but it is known that the said Ida Clark Betson had two children by the name of Ester Clark and Pierre Clark by a prior marriage and it is unknown whether the said Ester Clark and Pierre Clark are living or deceased.

8. That the said Joseph M. Brown and Sarah E. Brown, his wife, did, during the year 1928, enter upon said property and occupy the same as owners thereof openly, notoriously, continuously and adversely and hostile to any one who might claim an interest in the same, that is to say from 1928 until 1945 for Joseph M. Brown, that being the year of his death, and that for Sarah E. Brown from the year 1928 until October 28, 1954, the date of her death.

(a) That filed herewith and made a part hereof are the affidavits of John T. Meredith, W. Edward Barton and J. Paul Brown and marked Exhibits H, I and J respectively, showing that the said Joseph M. Brown and Sarah E. Brown, and their heirs and devisees have adversely, openly, notoriously, and in a manner hostile to the claims of others, held said property known as Fishingham for a continuous period of more than twenty years and down to the present time.

9. That the said Sarah E. Brown, who was also known as Sarah Wilson Brown, did under Item 2 of her Last Will and Testament devise her property which included Fishingham to her five children, Joseph Paul Brown, Dorothy Brown, Katherine Brown Lee, Robert Wilson Brown and Miriam Brown Wilkins, the Plaintiffs in this cause, in fee simple, said will having been duly admitted to probate on November 1, 1954, by the Orphans' Court of Queen Anne's County and being recorded among the Will Records of said Queen Anne's County in Liber E.E.C., No. 1, folio 362, a certified copy of which will is filed herewith and made a part hereof and marked Exhibit K; and that the said Robert W. Brown is married to Beatrice W. Brown; that the said Katherine B. Lee is married to Lewis Lee; that the said Miriam B. Wilkins is married to Richard Wilkins; and that the said J. Paul Brown and Dorothy H. Brown are unmarried.

10. That ever since October 28, 1954, the Plaintiffs in this cause have continued to occupy said tract of land known as Fishingham openly, adversely and notoriously to all the world and still so occupy the same.

11. That to the knowledge of your Plaintiffs, no one else has ever claimed an interest in the same since they have owned and possessed Fishingham.

12. That on May 11, 1963, your Plaintiffs entered into a contract of sale of Fishingham to the Board of Education of Queen Anne's County, Maryland, a body corporate, and said vendee has refused to accept title to said real estate until said title is cleared by order of this Honorable Court decreeing that title to the same shall be vested in your Plaintiffs, unencumbered by claims of others.

(a) That thereafter William H. Elliott, Registered Professional Land Surveyor, was engaged to survey said land during the month of July, 1963, whereby a metes and bounds description of the same is duly set forth in a plat entitled "Map Showing Property Belonging to the Board of Education of Queen Anne's County, Third Election District of Queen Anne's County, near Centreville, Maryland" and a certificate of survey and plat of the same filed herewith and marked Exhibits L and M respectively.

13. 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 to the land aforementioned.

TO THE END, THEREFORE:

1. That the Plaintiffs may, by decree of this Honorable Court, be made the 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 action and claim to said property by any action either at law or in equity or otherwise.

3. That your Plaintiffs may have such other and further relief as their case may require.

And as in duty bound, etc.

J. Thomas Clark
114 North Commerce Street
Centreville, Maryland
Phone Centreville 392

Rachel A. Downes, Jr.
115 Lawyer's Row
Centreville, Maryland
Phone Centreville 489
Attorneys for Plaintiffs

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

I hereby certify on this 30th day of August, 1963, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Thomas Clark and Vachel A. Downes, Jr., Agents for Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, Dorothy H. Brown, Katherine B. Lee and Lewis Lee, her husband, and Miriam B. Wilkins and Richard Wilkins, her husband, and they did make oath in due form of law that the matters and facts stated in the foregoing Bill are true to the best of their knowledge.

Witness my hand and Notorial Seal:

EVELYN D. NELSON NOTARY PUBLIC QUEEN ANNES CO., MD.

Evelyn D. Nelson
Notary Public

Filed Aug. 30, 1963

Queen Annes County, to wit: Be it remembered that on the twenty ninth day of June in the year eighteen hundred and Seventy two the following Deed was brought to be recorded, to wit:

"V. S." Inter Rev. Stamp $1. D. K. C. 72 June 29 — "V. S." Inter Rev. Stamp $1. D. K. C. 72 June 29 — "V. S." Inter Rev. Stamp $1. D. K. C. 72 June 29 — "V. S." Inter Rev. Stamp $1. D. K. C. 72 June 29

This Deed made this fourteenth day of June in the year eighteen hundred and Seventy two by me Lloyd Tilghman of Queen Annes County in the State of Maryland Trustee. Witnesseth, Whereas by a Decree of the Circuit Court for Queen Annes County aforesaid passed on the eleventh day of July in the year eighteen hundred and Sixty eight in the case of Lloyd Tilghman next friend of Ann C. Tilghman and Octavia C. Tilghman vs M. H. Tilghman and others I the said Lloyd Tilghman was appointed Trustee to sell the Land decreed to be Sold and have sold the same to Joseph K. Cook of the County and State aforesaid who has fully paid the purchase money therefor amounting to the sum of eleven thousand three hundred and ninety eight dollars and twenty three cents.

Now therefore in consideration of the premises, I the said Lloyd Tilghman Trustee do grant unto the said Joseph K. Cook all the right and title of all the parties to the aforesaid cause in and to all that farm, plantation or tract or parcel of Land called and known as "Ashingham" whereon the said Joseph K. Cook now resides. Situated on the North east side of the public road leading from Centre Ville to Ruthsburg and contained within the metes and bounds, courses and distances, following to wit: Beginning at a Stone on the side of the aforesaid road at the end of the line dividing the Land of the heirs of the late Doctor Emory from the said tract called Ashingham and running thence by and with the aforesaid public road South twenty seven degrees thirty minutes east thirty three and one half perches, then South twenty five degrees east forty three and one half perches, then South twenty eight degrees thirty minutes east fourteen perches and three fourths of a perch, then South twenty five degrees fifteen minutes east twelve perches and one fourth of a perch, then South fifty two degrees east fourteen perches, then South sixty eight degrees forty five minutes east ninety one and one half perches, to the Land of John H. Emory, then by and with the said Land North thirteen degrees east fifty eight perches and three fourths of a perch, then North forty five degrees west thirteen perches and one half of a perch, then North one degree thirty minutes west fifteen perches and one fourth of a perch, then east nine perches and four tenths of a perch then North forty six perches and two tenths of a perch to the Land of James S. Earle, then by and with the said Land North four degrees forty five minutes east forty five perches and one half of a perch, then North eighty six degrees thirty minutes west Seventy eight perches and six tenths of a perch, then North two degrees thirty minutes west thirty six perches, then North forty five degrees west ten perches and four tenths of a perch, then North twenty nine perches and two tenths of a perch to the corner of the Emory Land and then by and with a Straight line to the place of beginning aforesaid, containing one hundred and forty two acres one rood and eight and a quarter perches of Land more or less excepting always from the Land hereby granted so much thereof as lies within thirty three feet on both sides of the Central line of the Queen Annes and Kent Rail Road as the same is now located, established, constructed and used.

Original Examined and Recorded & Compared this 13th day of July 1872.

Witness my hand and Seal.

Test: the word "twenty" in the first line 3rd page being first interlined

Ezekiel T. McFerman

Lloyd Tilghman Trustee (Seal)

LIBER 1 PAGE 53

State of Maryland, Queen Annes County, to wit: I hereby certify that on this fourteenth day of June in the year eighteen hundred and Seventy two, before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Annes County aforesaid personally appeared Lloyd Pilchman, Trustee, and acknowledged the foregoing Deed to be his act.

Ezekiel F. McTomas, J.P.

Exhibit No 7

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

I hereby certify that the aforegoing is truly taken and copied from Liber J.W. No. 3, folio 419, a Land Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

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 August, in the year nineteen hundred and sixty three.

Charles W. Cecil
Clerk.

Exhibit A

Filed Aug 30. 1963
Filed Jan. 8. 1964

~~Queen Anne County, ss: This came Ann Ella E. Ar-~~
~~[illegible] William, the executrix constituted~~
~~and appointed by the foregoing Will and Made Oath on~~
~~the Holy Evangelys of Almighty God, that the foregoing is the~~
~~true and perfect last Will and testament of Thomas~~
~~Smith William late of Queen Anne County, deceased,~~
~~that come to her hands in possession and that she knows~~
~~of no other.~~

~~Lt E Temple Reg Wills~~

In the Name of God - Amen.

I Joseph R Cook of Queen Anne County & State of Maryland, being afflicted in body, but of sound and disposing mind & understanding and being desirous to settle my worldly affairs, do therefore make & ordain this my last Will & Testament.

First & principally, I commit my soul unto the hands of my Maker & my Body to the Earth to be decently buried at the direction of my Executrix herein after named, and after my just debts & funeral charges are paid, I give and devise as follows, to wit:

Item 1st. I give and devise to my beloved wife Ann Cook during her natural life, the Farm whereon I now dwell, with all the furniture, farming implements, stock & growing crops thereon - and after the decease of my said wife I devise the said place to my sister Rebecca Cook and her heirs forever, she paying to her sister Mary J Cook the sum of Five Hundred dollars in twelve months after the decease of my said wife.

I give & devise to my sister Mary Tickey and her heirs forever my Farm called Maiden Hall.

I give & devise to my sister Ann Hughey and her heirs forever my Red House Farm.

I give & devise to my two sisters Caroline A Strawbridge and Augusta Goldsborough and their heirs forever my Brown Farm, and I hereby give to them my said sisters the above mentioned [illegible] the right & benefit of the

insurance I hold on the property hereby given to them & their heirs

Item 5 I give & devise to my Neices Sally A. Bryant Marietta Legg Clintonia Brown & my Nephew Clinton Cook and their heirs forever my Baxter Farm.

Item 6 I give and devise to my Nephew Thomas B Cook and his heirs forever my House & Lot in the town of Centerville and the sum of one thousand dollars current money to be paid him in twelve months after my decease.

Item 7 I give and bequeath to Eliza A Pinfield in consideration of her long and faithful service in my family, the sum of one Thousand Dollars, current money, to be paid her in twelve months after my decease.

Item 8 It is my will and desire and I hereby do direct that the following annuities, shall be paid to my dear wife Ann Cook in lieu of her dower in my lands, by the several devisees herein mentioned, as follows, to wit— By Mary Finkey Two Hundred dollars, by Ann Hughey Two hundred dollars, by Caroline Stamberg & Augusta Goldsborough, one hundred dollars—by Sally A Bryant, Marietta Legg, Clintonia Brown & Clinton Cook, one hundred dollars, all in current money—The first payment to be made in nine months after my decease and annually thereafter during the life of my said wife—and I hereby make & declare the aforesaid, aforesaid annuities to be a charge & lien upon the several Farms herein mentioned into whosoever hands the same may pass—and all crops growing or begun upon my said lands I do declare to be assets in the hands of my Executrix.

Lastly I hereby appoint my said wife the Executrix of this my last will & Testament.

In testimony whereof I have hereunto set my hand and seal this 11th day of May in the year of our Lord Eighteen hundred and Seventy two.

Joseph R Cook (Seal)

Signed and sealed by the above named Testator Joseph R Cook as and for his last Will & Testament in the presence of us who at his request

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in the presence of each other have subscribed our names as witnesses thereto

Jno. Brown

May 11th 1872 Joseph A Hollon

J E Sigott,

Queen Anne's County set. Then came Joseph A Hollon
May 25th 1878 and J. E. Sigott two of the
subscribing witnesses to the foregoing will, and made
oath on the Holy Evangels of Almighty God, that they
did see Joseph R Cook the Testator therein named
sign his name to the foregoing will, that they heard
him publish pronounce and declare the same to be his
last will and testament, that at the time of so doing
he was to the best of their apprehension of sound and
disposing mind, memory and understanding, that they
subscribed their names, and saw John Brown subscribe
his name, who is now deceased, as witness to the said
will, in the presence of each other, in the presence of the
Testator and at his request,

W. S. Temple

Reg. Wills

Queen Anne's County set. } Then came Ann Cook and
May 25th 1878 } C. H. R. Merrick administrator
cum testamento annexo and made oath on the Holy
Evangels of Almighty God, that the aforegoing is the true
and whole last will and testament of Joseph R Cook
late of Queen Anne's county deceased, that came to their
hands or possession and that they know of no other.

W. S. Temple Reg. Wills

Whereas Ann Cook has renounced the office of
Executrix of the last will and testament of the late
Joseph R Cook and letters of administration cum
testamento annexo have been committed unto her
and C. H. R. Merrick. It is hereby agreed and
understood between the for many good and
valuable considerations unto thereunto moving

That the following course shall be pursued in the administration of said deceased, Estate.

1st All debts and costs of administration are to be paid and settled including commissions to administrators cum testamento annexe

2nd All the devises of Real Estate are to be recognized and confirmed and properly delivered and held accordingly

3rd The legacy to Elizabeth A Pinkfield is to be paid her as her absolute estate and property and to be at her absolute disposal

4th The legacy of $1000.00 is to be paid to Thomas B Cook as his absolute estate and property and to be at his absolute disposal

5th The legacy of the proceeds of Fire Insurance Policy bequeathed to Mrs Caroline A Strawbridge and Mrs Sarah A Goldsborough is to be paid over to them as their absolute Estate and property and to be at their absolute disposal,

6th The said Ann Cook is to take the legacy in first Item of said will bequeathed unto her as her absolute estate and property and at her absolute disposal,

7th The said Ann Cook hereby agrees that the devisees upon whose lands annuities are charged shall be released of the first annuities falling due by the terms of the will since the death of their years go into the Estate, the first annuity charged on said lands by said will only to be due and payable, one half thereof on the

fifteenth day of August 1879 and the other half thereof on the first day of January 1880 and in like manner thereafter so long as the said Ann Cook shall live, a proportionate part of said semi annual payments to be due her Estate in case of her death before any semi annual payment shall become due.

8th The said Ann Cook is to recognize and stand by the will in all its provisions and this contract, and the residue of the Personal Estate including the corpus to be carried into the personal Estate under the will are to be divided and distributed as follows.

To Ann Cook, widow, one third of said residue.

1st To Caroline A Stranburg 1/7th of the remaining two thirds of said residue.—

2nd To Sarah A Goldsborough 1/7th of the said remaining two thirds of said residue

3rd To Ann Hughey 1/7th of the said remaining two thirds of said residue.

4th To the legal representatives of Ann Tickey according to the law of descent 1/7th of the said remaining two thirds of said residue.—

5th To the four children of said Clinton Cook named in the will 1/7th of the said remaining two thirds of said residue.—

6th To the children of Philemon T Cook 1/7th of the said remaining two thirds of said residue.

7th To Thomas B Cook, son of the said Joseph Cook Sr. of the said remaining two thirds of said residue.

8th The husbands of such of the female heirs and representatives as are named are to unite with their wives herein.

9th In testimony whereof we have hereunto subscribed our names and affixed our seals as of the day and year herein before written

	Ann Cook	(Seal)
Witness for	Katie E Cook	(Seal)
five first signers	Thomas B Cook	(Seal)
	Ann Hughey	(Seal)
John B Brown	Sallie A Fielding	(Seal)
Witness for Sixth Wm. M. Kenny	A Augusta Goldsborough	(Seal)
Witness for Sev. F. M. Pearritt	C. A. Strawbridge	(Seal)
with J H Costin	J. M. Bryant	(Seal)
	Jos. Self & wife	(Seal)
J H Costin	Clinton Cook	(Seal)
J. H Costin	N. M. Brown	(Seal)
J H Costin	C. Clintonia Brown	(Seal)
Witness three last names	Wm. Henry Legg	(Seal)
J H Costin	Marietta Legg	(Seal)
	R Carlton Cook	(Seal)

We, J M Bryant and Sallie Bryant, his wife hereby notify and confirm the agreement heretofore signed by J M Bryant for Self and wife in the absence of the said Sallie Bryant for the settlement of the Estate Real and personal of the late Joseph B Cook according to the terms of his will and the agreement as aforesaid signed by J M Bryant for Self and wife and the other heirs legatees and representatives of said Joseph B Cook deceased.

Witness our hands and seals this 21st day of June 1[illegible]

Witness	Joshua M Bryant	(Seal)
Howard Bryant	Sallie M Bryant	(Seal)

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of last Will and Testament of JOSEPH K. COOK, late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on May 28th, 1878

and recorded in Liber W.A.J. No. 1 Folio 220

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 August 1963.

E. Elyce Stell

Register of Wills for Queen Anne's County, Maryland

Exhibit B
Filed Aug 30. 1963 Filed Jan 8. 1964

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Wm H. Hopper
Register in Chancery

Queen Annes County Maryland June 6th 1905
The foregoing Will was duly examined and ordered
to be duly filed and recorded
Thomas Bryan Register of Wills

In the name of God amen
I, Katie E. Cook of Queen Annes County State of Maryland
do make, publish and declare this as and for my last
will and Testament hereby revoking all former Wills
by me heretofore made.
Item 1st I do give to my Brother Silvin Burton Cook my lap
blanket, the portrait of Uncle J. A. Cook
Item 2nd I do give to my friend Annie Bailey, my sewing
machine and my gold watch and chain
Item 3rd I do give to my friend Mrs. Eliza A. Smith
the two chairs and stand now at her house and
in her possession
Item 4th I do give to my friends Annie Bailey and Georgie
Mendith, all the best articles of my wardrobe, to be
divided between them by Miss Eliza Smith, and
the residue thereof to the said Eliza Smith
Item 5th I do give to my Brother Alvin Burton Cook all the
furniture and bedding in and belonging to
my bed room
Item 6th I do give to Mrs Dr Potten my silver pitcher,
silver ——— basket, silver spoons, dessert
spoons, teaspoons ——— and other silver
I may have except my silver butter dish
which I do give to my Cousin Thomas B.
Cook and silver cream cup, which I do give
to Sallie Roe
Item 7th I do also give to Sallie Roe my Bracelets and
Hair Ring
Item 8th I do give to my Aunt, Carrie Stradburg the sum
of Two hundred Dollars
Exhibit 9

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Item 9: I do give to Miss Eliza Pinsfield the sum of five hundred Dollars, to Fannie Downes colored woman, fifty dollars, to Mina Garrit colored a minor fifty dollars and to Eliza Dennis, colored woman one hundred Dollars

Item 10: I do give to Sallie — Roe my large cut glass bowl and goblets.

Item 11: I do give to Mrs Mattie Roe my Piano - Piano Stool and cover, and to Miss Eliza Pinsfield the pictures, paintings and ornaments which adorn ~~are on~~ my bed chamber.

Item 12: I do give to my friend George M. Smith as compensation for the interest he has manifested in my welfare and his attention to my property the sum of five hundred dollars and I do charge the rents of my lands the year I shall die the payment of any unpaid bills of repairs, lime, fertilizer, personal expenses of George M. Smith and in case my personal estate shall be insufficient to pay said pecuniary legacies hereto for given I charge the deficiency on my Real estate

Item 13: I do give and devise all my Real Estate to John B. Brown of Queen Annes County + his Heirs forever, in trust nevertheless to have hold possess and manage and to farm let the same and the rents, issues and profits thereof to have receive and collect and the same pay over annually to my Brother Robert Carlton Cook as long as he shall live as his absolute estate and property; and at his death I do give and devise all said Real Estate to his children and to their issue or decendants of any deceased child or children to take their parents share, and in case the said Robt. Carlton Cook shall depart this life leaving

no children, wife or decendents surviving him then and in that case, I do authorize and empower the said John B. Brown, Trustee as aforesaid or whoever for the time being shall hold or fill said position, to sell all said Real Estate and the proceeds thereof to apply as follows to wit:-

1st. That it be paid over to the Trustees of the Methodist Episcopal Church at Centreville Queen Annes County Maryland the sum of five hundred dollars to be applied to placing Stained glass windows in the upper room of said Church and the additional sum of Twenty five Hundred dollars to be used in the erection of suitable tower or steeple to said Church as a memorial to my Uncle, Joseph K. Cook and myself, and the additional sum of Three Thousand dollars as an endowment fund to the Ladys Dorcas Society for the Poor and the sum of — 500.00 to be applied to the purposes of the Ladies mite society of which I was at one time President ——

Item - 14th All the rest and residue of the proceeds of the sales of said Real Estate I do give and devise to my friend Mrs. Dr. Bitson and her children

Item 15th I do empower, authorize and direct the said John B. Brown Trustee or whoever may for the time being hold that position, in the management of my Real Estate, to retain from the annual rents issues, and profits thereof a sum sufficient for keeping of the Buildings and fencing thereon in repair and the same thereof in an efficient and productive condition and I give to him as said Trustee as his commissions for the discharge of said trust ten per cent of the gross annual profits or yield of said land as his compensation unless he shall be satisfied of his own will to take a less

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Item 16. I do nominate and appoint John B. Brown of Queen Annes County aforesaid to be the Executor of this my last Will and Testament and do hereby provide that my friend George M. Smith shall be especially charged with my interment and with the duty of having the same done in a proper and suitable manner according to my wishes expressed to him

Witness my hand and seal this 10th day of April 1885

Katie E. Cook (Seal)

Signed sealed and declared to be her last Will and Testament by the above named Katie E. Cook in our presence and in the presence of each other who in her presence and in presence of each of us and by her request have signed our names as witnesses thereto on this 25th day of April 1885

J. Harris Jump Jr
John H. Smith

State of Maryland
Queen Annes County Sct } July 7th 1886

Then came J. Harris Jump and John H. Smith the two subscribing witnesses to the foregoing Will and did each make oath on the Holy Evangels of Almighty God that they did see the within named Testatrix sign her name to said Will, that she heard her publish pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was to the best of their apprehension of sound disposing mind memory and understanding, that they signed their names as witnesses to said Will in the presence of said Testatrix and in the presence

of each other at her request.

Sworn before

Thomas A. Bryan
Register of Wills

Queen Anne's County
Orphans' Court July 7th 1885

The foregoing Will was by the Court examined and ordered to be received filed and recorded.

Thomas A Bryan
Register of Wills

Exhibit C
Filed Aug 30. 1963
Filed Jan 8. 1964

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Last Will and Testament of KATIE E. COOK, late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on July 7th, 1885

and recorded in Liber T.A.B. No. 2 Folio 73

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 August 1963.

E. Elza Wallace

Register of Wills for Queen Anne's County, Maryland

day of September in the year one Thousand eight hundred and ninety three.
Rel. R. Goldsborough.

Henry J. Marvel (Seal)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this ninth day of September, in the year One Thousand eight hundred and ninety three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared Henry J. Marvel and acknowledged the foregoing Mortgage to be his act, and now, at the same time, before me, personally appeared also Chas. A. Busteed, the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the above Mortgage is true and bona fide as therein set forth.

R. Goldsborough, J.P.

5/8/41

Queen Anne's County, to wit: Be it remembered, that on the Eleventh day of September, in the year One Thousand eight hundred and ninety three, the following Deed was brought to be recorded, to wit:

This Deed, made this 28 day of August, in the year Eighteen hundred and ninety three, by Robert Carlton Cook of Chicago, Cook County, State of Illinois, Witnesseth - Whereas Katie E. Cook, late of Queen Anne's County, State of Maryland, did by her last will and testament, duly executed to pass real estate, admitted to probate by the Orphans Court of Queen Anne's County, and now on file in the office of the Register of Wills for said County, in the thirteenth item thereof, after in the twelfth item charging the same with deficiency of personal assetts to pay legacies, give and devise her real estate in Queen Anne's County aforesaid, to John B. Brown of said County and his heirs forever, in trust nevertheless, to have, hold, possess, manage and to form let the same and the rents, issues and profits thereof to have receive and collect and the same to pay over annually to the said Robert Carlton Cook as long as he shall live, as his absolute estate and property - And whereas in the fifteenth item of said will she does empower, authorize and direct the said John B. Brown, trustee, or whoever may for the time being hold that position in the management of said real estate, to retain from the annual rents issues and profits thereof a sum sufficient for the keeping of the buildings and fencing thereon in repair and the soil thereof in an efficient and productive

Exhibit No 10

condition, and thereby did give him a commission of ten per centum on the gross annual profits or yield of said land as his compensation unless he shall be satisfied, of his own will to take less.- And whereas as the beneficiary under said Will, the said Robert Carlton Cook is anxious and willing to part with, dispose of and sell all of his interest and estate in said real estate and in the annual rents, issues and profits thereof- And whereas Remnel Dumbrasco of Queen Annes County aforesaid is willing to become the purchaser and owner of the interest of the said Robert Carlton Cook in all of said real estate and the rents issues and profits thereof-

Now Therefore, the said Robert Carlton Cook in consideration of the premises and the sum of Five hundred dollars in cash paid and the undertaking of the said Remnel Dumbrasco to assume and pay unto the said John B. Brown his representatives and assigns, the moneys due to him for overpayment of personal estate on account of legacies thereby charged on said land and real estate, and for rebuilding burned buildings, renewing of fencing and purchase of lime, fertilizer &c. and the observance of the provisions of said last will and testament, doth hereby grant, convey, assign, transfer and set over to the use of Remnel Dumbrasco his legal representatives and assigns, All of his right, title, interest and estate, under the terms and provisions of said last will and testament of Katie E. Cook, in and to the farm in Queen Annes County aforesaid, called "Eskingham" or the "Cook Farm" near Centreville and adjoining the lands of John H. Perry, Wm. McKenney and others, now in the tenancy of Thomas H. Hall, and in all the rents, issues and profits thereof to accrue annually during his life, with full authority to have, receive and receipt for, and full acquittances and releases to give to the said John B. Brown or whoever may be trustee, for all of said rents, issues and profits annually accruing as aforesaid- And the said Robert Carlton Cook for himself, his executors, administrators and assigns, covenants and agrees to and with the said Remnel Dumbrasco his legal representatives and assigns that he the said Robert Carlton Cook, his executors, administrators and assigns will not interfere with, hinder or delay, or in any manner impede the said Remnel Dumbrasco, his representatives or assigns in the receipt, collection and appropriation of said annual rents, issues and profits. And the said Robert Carlton Cook for himself, his legal representatives and assigns covenants with the said John B. Brown, his heirs, legal representatives and assigns, that he the said Robert Carlton Cook his legal representatives or assigns will not make any claim, demand or call on him the said John B. Brown, his legal representatives or assigns, or hold him or them in any degree liable or accountable unto him or them the said Robert Carlton Cook, his legal representatives or assigns for or on account of paying over to him the said Remnel Dumbrasco his legal representatives or assigns all of said annually accruing rents issues and profits. And the said Robert Carlton Cook doth hereby fully release

and discharge the said John B. Brown, Director, and the said Dumont Dumbrecco, from any and all other and further debt, liability or demand on account of said estate under the provisions of said will, and the rents, issues and profits thereof hereby acknowledging full settlement and satisfaction. And it is understood that this agreement and contract in no way or manner releases the Corpus of said estate from the binding effect and lien and charge of the legacies thereon paid by the said John B. Brown, but that he shall at any time enforce said lien against the Corpus of said real estate and recover the money due on account thereof.—

Witness his hand and seal

Test: Witness:
John P. Crowley

Robert Carlton Cook (Seal)

State of Illinois, Cook County, Set: I hereby certify, that on this 28 day of August, in the year Eighteen hundred and ninety three before the subscriber a Notary Public of the State of Illinois in and for Cook County, doing business in Chicago, duly commissioned and qualified, personally appeared Robert Carlton Cook and acknowledged the foregoing Deed to be his act.

Adolph M. Cerf
Seal
Notary Public
Chicago, Ill.

In Testimony Whereof I have hereunto subscribed my name and affixed my notarial seal the day and year first above written.

Adolph M. Cerf
Notary Public

Queen Anne's County, to wit: Be it remembered that on the Twenty day of September, in the year One Thousand eight hundred and ninety three, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this Twenty seventh day of April, Eighteen hundred and ninety three, by Charles H. Pilghman and Mary Elizabeth Pilghman, his wife, of Queen Anne's County, in the State of Maryland. Whereas the said Charles H. Pilghman is indebted unto Charles J. B. Mitchell and Henry B. H. Mitchell, Co-partners, trading under the firm name of Mitchell Brothers, of said County and State, in the full sum of four hundred dollars, bearing interest from the date hereof, payable annually, and the principal to be paid at the expiration of two years from the date of these presents, to secure the payment of which said sum with interest as aforesaid these presents are executed.—

Now, in consideration of the premises, and of one dollar, We do grant unto the said Charles J. B. Mitchell and Henry B. H. Mitchell, Co-partners, trading as Mitchell Brothers their successors or assigns in fee simple, all that lot of land, situate in Bugg Neck, in the fifth election district of Queen Anne's County, Maryland, part of a tract formerly owned by the late [illegible] that is fully described by metes and bounds [illegible] in a deed from Charles H. Pilghman [illegible]

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

I hereby certify that the aforegoing is truly taken and copied from Liber L.D. No. 2, folio 157 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 16th day of August, in the year nineteen hundred and sixty three.

Charles W. Cecil
Clerk.

Exhibit D

Filed Aug 30, 1963
Filed Jan. 8, 1964

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#12,997. Q U E E N A N N E'S C O U N T Y, t o wit: Be it remembered that on the 1st. day of May, in the year nineteen hundred and twenty-eight, the following Power of Attorney was brought to be recorded, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That Annie V. Betson, of Caroline County, Maryland, and the trustees of the Methodist Episcopal Church at Centreville, Queen Anne's County, Maryland, a body corporate, do hereby constitute, nominate and appoint William Mason Shehan, of Easton, Talbot County, Maryland, to be our true, sufficient and lawful attorney, for us and each of us, and in our names, place and stead to sell at public sale or auction in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, upon such day, at such hour, and upon such terms and conditions as our said attorney may deem in his best judgment advisable, ALL AND SINGULAR our and each of our respective rights, title, interest, estate, lien or charge, in, to or upon all that farm or plantation situate, lying and being near the town of Centreville in Queen Anne's County, Maryland, called and known as "Tighingham", containing one hundred and forty two acres, one rood and eight and one-quarter perches of land, more or less, except so much thereof as lies within thirty three feet on both sides of the Pennsylvania (formerly Queen Anne's and Kent) Railroad and which was conveyed to one Joseph K. Cook by Lloyd Tilghman, Trustee, by deed dated the fourteenth day of June, eighteen hundred and seventy two, and duly recorded among the Land Record Books for Queen Anne's County in Liber J. W. No. 3, folio 419, as by reference had thereto will the more fully and at large appear, and which was devised to Katie E. Cook by Joseph K. Cook after a life estate therein devised by him to his wife, Ann Cook, the right, title, interest, estate, charge ar lien of the parties or either of them, is that created under the last will and testament of Katie E. Cook, late of Caroline County, State of Maryland, deceased, dated the 25th day of April, 1885, and duly probated by the Orphans' Court for Queen Anne's County on the 7th day of July, 1885, and recorded among the Wills Record for said County in Liber T. A. B. No. 1, folio 73 and to grant, convey and assign the same by good and sufficient deed to the purchaser or purchasers thereof, who shall not be charged with any duty with respect to the application of the purchase money therefor.

Our said attorney in fact is hereby authorized to collect the purchase money from the said sale.

AS WITNESS the hand and seal of said Annie V. Betson and the hand of the President of the Board of Trustees of said Methodist Episcopal Church of Centreville, Queen Anne's County, Maryland, and the corporate seal thereof, duly attested by its Secretary, on this 12th. day of April, A. D. 1928.

Witness as to Annie V. Betson

T. C. Horsey.

Mildred M. Ginn.

her
Annie x V. Beston (SEAL)
mark.

The Trustees of the Methodist Episcopal Church of Centreville, Queen Anne's County, Maryland.
by
Chas. A. Busteed, President.

TEST: H. W. Chambers, Secretary. Seal's Place.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that on this 12th. day of April, A. D. 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Annie V. Boston and acknowledged the aforegoing Power of Attorney to be her act and deed.

Witness my hand and Notarial Seal:

Notary Public Seal.

L. Irving Jones
Notary Public.

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

I hereby certify that on this 12th day of April, A. D., 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles A, Busteed, President of the Board of Trustees of the Methodist Episcopal Church of Centreville, Queen Anne's County, Maryland, and acknowledged the same to be the act and deed of said corporation.

Notary Public Seal.

Verna Meara
Notary Public.

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

Original Examined & delivered to Thos J Keating Jr. atty for Wm. Mason Shehan, atty July 10th 1928.

Filed Jan. 8, 1964 Exhibit No. 4

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 8, folio 75, 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 16th day of August, in the year nineteen hundred and sixty three.

Charles W. Cecil
Clerk

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

Exhibit E
Filed Aug 30. 1963
Filed Jan. 8. 1964

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#13,139. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 28th. day of July, in the year nineteen hundred and twenty-eight, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twelfth day of July, in the year nineteen hundred and twenty eight, by Thomas J. Keating, Junior, and H. B. W. Mitchell, of Queen Anne's County, Maryland, Administrators, c.t.a. of Lemuel Dunbracco, late of Queen Anne's County, deceased, and William Mason Shehan, Talbot County, State of Maryland, Attorney in fact hereinafter set forth.

WHEREAS, by power of attorney dated April twelfth, nineteen hundred and twenty eight, and recorded in Liber B. H. T. No. 8, folio 75, a land record book for Queen Anne's County, Annie V. Beston and the Trustees of the Methodist Episcopal Church of Centreville, Queen Anne's County, Maryland, did constitute, nominate and appoint said William Mason Shehan, their and each of their true, sufficient and lawful attorney to sell at public sale or auction in front of the Court House door in Centreville, Maryland, upon such day, such hour and upon such terms and conditions as their said attorney might deem in his best judgment advisable, all and singular their and each of their respective rights, title, interest, estate, lien or charge in, to or upon all that farm or plantation situate, lying and being near the town of Centreville, in Queen Anne's County, Maryland, called and known as "Pishingham", containing one hundred and forty two acres, one rood and eight and one-quarter perches of land, more or less, except so much thereof as lies within thirty three feet on both sides of the Pennsylvania (formerly Queen Anne's and Kent) railroad and which was conveyed to one Joseph K. Cook by Lloyd Tilghman, Trustee, by deed dated the fourteenth day of June, eighteen hundred and seventy two, and duly recorded among the land record books for Queen Anne's County in Liber J. W. No. 3, folio 419, a land record book for Queen Anne's County, as by reference had thereto will the more fully and at large appear, and which was devised to Katie E. Cook by Joseph K. Cook after a life estate therein devised by him to his wife, Ann Cook, the right, title, interest, estate, charge or lien of the parties to said power of attorney or either of them, being that created under the last will and testament of Katie E. Cook, late of Caroline County, State of Maryland, deceased, dated the twenty fifth day of April, eighteen hundred and eighty five, and duly probated by the Orphans' Court for Queen Anne's County on the seventh day of July, eighteen hundred and eighty five, and recorded among the will record books for said County in Liber T. A. B. No. 1, folio 73, and to grant, convey, and assign the same by good and sufficient deed to the purchaser or purchasers thereof, who shall not be charged with any duty with respect to the application of the purchase money therefor, and

WHEREAS, SAID WILLAM MASON SHEHAN, by virtue of and pursuant to said power of attorney, and Thomas J. Keating, Junior, and H. B. W. Mitchell, Administrators c.t.a. as aforesaid, by virtue of the power and authority contained in the last will and testament of said Lemuel Dunbracco, deceased, and purmant to an order of the Orphans' Court for Queen Anne's County, did sell in front of the Court House door, in Centreville, Queen Anne's County, Maryland, Tuesday May first, nineteen hundred and twenty eight, all and singular that farm or plantation containing one hundred and forty two acres, one rood and eight and one-quarter perches of land, more or less, except so much thereof as lies within thirty three feet on both sides of the Central line of the Pennsylvania (formerly Queen Anne's and Kent) railroad, situate, lying and being near the town of Centreville, Queen Anne's County aforesaid, unto Joseph M. Brown and Sarah E. Brown, his wife, they being then and there the highest bidders therefor, at and for the sum of six thousand, six hundred and fifty dollars ($6,650.00), and

WHEREAS, the said sale has been reported to, and, after the publication of the order of ratification nisi passed on said report has been finally ratified and confirmed by the Orphans' Court for Queen Anne's County, and the purchase money has been fully paid, the purchasers are now entitled to a deed of conveyance therefor,

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of one dollar, the payment thereof being hereby acknowledged, the said Thomas J. Keating, Junior, and H. B. W. Mitchell, Administrators c.t.a. of Lemuel Dunbracco, late of Queen Anne's County, deceased, and William Mason Shehan, Attorney as aforesaid, do hereby grant and convey unto Joseph M. Brown and Sarah E. Brown, his wife, as tenants by the entireties, all the right, title, interest, estate, lien, charge or charges of said Annie V. Beston, the Trustees of the Methodist Episcopal Church of Centreville and of the aforesaid Administrators of the estate of Lemuel Dunbracco, in and to or upon all and sirgular that farm or plantation containing one hundred and forty two acres, one rood and eight and one-quarter perches of land, more or less, except so much thereof as lies within thirty three feet on both sides of the central line of the Pennsylvania (formerly Queen Anne's and Kent) Railroad, situate, lying and being near the town of Centreville and on the public road leading from Centreville to Ruthsburg called and known as "Pishingham", which was devised to Katie E. Cook by Joseph

Original Exhibit v. Albert J. Paul Brown & Clerk E. Brown Nov. 8, 1950

Exhibit No. 5

K. Cook; thereon the said Lemuel Dumbracco resided in his lifetime, and which is more particularly described in a deed to Joseph K. Cook from Lloyd Tilghman, Trustee, dated the fourteenth day of June, eighteen hundred and seventy two, and recorded among the land record books for Queen Anne's County in Liber J. W. No. 3, folio 419, a land record book for Queen Anne's County.

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

Witness our hands and seals.

Witness as to Thomas J. Keating, Junior, and H.B.W. Mitchell, Administrators c.t.a. of the estate of Lemuel Dumbracco, deceased: Verna Mears.

Thos. J. Keating, Jr. (SEAL)

H. B. W. Mitchell (SEAL)

ADMINISTRATORS CUM TESTAMENTO, ANNEXO OF THE ESTATE OF LEMUEL DUMBRACCO, DECEASED.

Witness as to William Mason Shehan, Attorney in fact:

Edna V. Killen.

Wm. Mason Shehan (SEAL)

ATTORNEY-IN-FACT FOR ANNIE V. BETSON AND THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH OF CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND.

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

I hereby certify that on this seventeenth day of July, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, Junior, and H. B. W. Mitchell, Administrators cum testamento annexo of the estate of Lemuel Dumbracco, deceased, and did each acknowledge the within and aforegoing deed to be their respective act.

Notary Public Seal.

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

Verna Mears
Notary Public.

State of Maryland, Talbot County, to wit:

I hereby certify that on this twelfth day of July, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared William Mason Shehan, Attorney-in-fact for Annie V. Betson and the Trustees of the Methodist Episcopal Church of Centreville, Queen Anne's County, Maryland, and acknowledged the within and aforegoing deed to be the respective act and deed of Annie V. Beston and the Trustees of the Methodist Episcopal Church of Centreville, Queen Anne's County, Maryland.

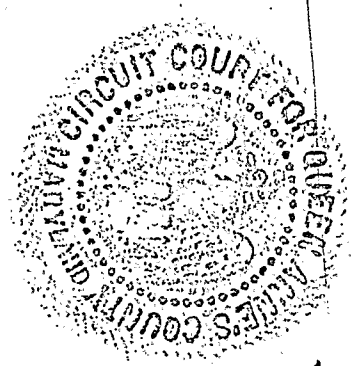
Notary Public Seal.

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

Edna V. Killen
Notary Public.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 8, folio 277 etc. a Land Record Book for Queen Anne's County.



In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 16th day of August, in the year nineteen hundred and sixty three.

Charles W. Cecil
Clerk

Exhibit F

Filed Aug 30. 1963 Filed Jan 8. 1964

LIBER No. 17 Folio 121

I, Anna L. Betson of Greensboro, Caroline County, State of Maryland, now residing in Baltimore, Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this as and for my last Will and Testament, hereby revoking any and all other wills heretofore made by me.

FIRST I hereby direct my Executrix hereinafrer named shall pay all my just debts and the lawful expense of my last illness and demise (including a tombstone and funeral expenses) as promptly as possible after my demise.

SECOND: I give and bequeath unto my cousin Katherine S Hastings of 5426 E Fairmount Avenue, Tucson, Arizona, the sum of Ten Thousand Dollars, ($10,000) if she is living at the time of my demise .

THIRD: I give and bequeath unto my cousin Anna K Hastings Macqueen of Santa Monica, California, the sum of Three Thousand Dollars (3000) if she is living at the time of my demise:

FOURTH: I give and bequeath unto my cousin John Woodland Hastings of Champaign (University of Illinois) Illinois, the sum of Three thousand Dollars, (3,000) if he is living at the time of my demise.

FIFTH: I give and bequeath unto my cousin V Stevens Hastings of Westbury N.Y. the sum of Three Thousand Dollars ($3000), if he is living at the time of my demise.

SIXTH: I give and bequeath unto Ruth Buchard of South Woodstock, Vermont, the sum of Five Hundred Dollars ($500) if she is living at the time of my demise.

SEVENTH: I give and bequeath unto the Churchwomen's Club of the Dioces of Pennsylvania at 1919 Walnut Street, Philadelphia, Pa., the sum of Seven Hundred Dollars ($700) in fee simple absolutely.

EIGHT: I give and bequeath unto Mary Pyatt of 511 S Gertuda Street, Redonda Beach, California, the sum of Five Hundred Dollars ($500) if she is living at the time of my demise.

NINTH: I give and bequeath unto the Girl's Friendly Society Holiday House at 644 Hughes Street Cape May N.J. the sum of One Thousand Dollars, ($1,000) absolutely in fee simple.

TENTH: I give and bequeath unto the Holy Trinity Church of Greensboro Maryland the sum of One Thousand Dollars ($1000) absolutely in fee simple.

ELEVENTH: I give and bequeath unto my cousin Irene G Lane to be held in TRUST the sum of Three Thousand Dollars ($3000). Income to be paid to Irene G. Lane for the balance of her natural life. At her demise t is sum to be given to Katherine S Hastings or her heirs in fee simple.

Exhibit No 11

TWELTH: I give and bequeath unto Isabelle Urban of 1517 Roundhill Road, Baltimore, Maryland the sum of Seven Thousand Dollars($7000) This sum is to be used to cancel note for like amount held with my papers in Greensboro, Maryland.

Liber No. 17 Folio 122

THIRTEENTH: I give and bequeath unto L Deweese Lawson of Townsend Delaware the sum of Five Hundred Dollars ($500) if she is living at the time of my demise,

~~XXXXX~~

FOURTEENTH: I give and bequeath unto Mildred M. Ginn of Greensboro, Maryland, the sum of One Thousand Dollars ($1000) in fee simple.

FIFTEENTH: I give and bequeath unto my cousin katherine S Hastings all my personal belongings, save and except my radio and television set which I hereby direct my executrix to send to Irene G Lane for her use, any expense of sending the same to be taken from my estate. In fee simple.

SIXTEENTH: I give and bequeath unto my cousin katherine S Hastings absolutely, all the rest, residue and remainder of my estate, real, personal and mixed and wheresoever situated and howsoever and whensoever acquired, in fee simple.

SEVENTEENTH: I hereby nominate, constiture and appoint Mildred M. Ginn of Greensboro, Caroline County, Maryland to be the Executrix of my estate and authorize and empower her to sell all my real or personal property and convert all my belongings into cash as soon as possible after my demise, and said personal representative is further empowered to execute and deliver a valid fee simple deed or conveyence of said property, all without authority of any Court.

IN WITNESS WHEREOF, I have this day to this my Last Will and Testament subscribed my hand and seal this Ninth day of June Nineteen Hundred Sixty-one.

Anna L. Betson (SEAL)
Anna L. Betson

SIGNED, SEALED, PUBLISHED AND DECLARED, By the named Testatrix, Anna L. Betson, as and for her last Will and Testament, in the presence of us, who at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses to her Will and Testament this 9th day of June 1961.

Miriam T. Winston
WITNESS

Greensboro, Maryland
ADDRESS

Helen C. Riedlberger
WITNESS

Greensboro, Maryland.
ADDRESS

LIBER No. 17 Folio 123

CODICIL TO WILL

I, Anna L Betson, single woman of Greensboro, Maryland now residing at Baltimore, Maryland, do hereby make, publish and declare this to be the First Codicil to my Last Will and Testament dated June 9 1961 in manner following that is to say:

1: I give and bequeath unto Ruth Watson of 7769 Park View Road, Upper Darby, Pa., the sum of Five Hundred Dollars ($500.00) if she is living at the time of my demise.

2: ITEM ELEVENTH: I hereby declare this item to be eliminated from my Last Will and Testament. INST AD,=

3: I give and bequeath unto my Cousin Irene G. Lane living at the Methodist County House near Wilmington, Delaware the sum of Two Thousand Dollars ($2000.00) if she is living at the time of my demise.

4: In all other respects I confirm my Will dated the 9th day of June 1961.

In Testimony whereof I have hereunto set my hand and seal this 14th day of May Nineteen Hundred Sixty-two.

Anna L. Betson (SEAL)
Anna L. Betson

SIGNED, SEALED, PUBLISHED AND DECLARED BY THE ABOVE named Testator to be the first Codicil to my Last Will and Testament in the presence of us, who at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses the date first above written.

Miriam L. Thornton
Helen C. Riedlberger

LIBER No. 17 Folio 124

STATE OF MARYLAND, CAROLINE COUNTY, SS:
THE 23 day of May 1962 } Then came Mildred M. Ginn with
with the aforegoing paper writing, purporting to be the last Will and Testament & codicil of ANNA L. BETSON, late of Caroline County, deceased and made oath in due form of law that the said instrument of writing is the true and whole last Will and Testament and Codicil of said ANNA L. BETSON, deceased, that has come to her hands or possession; and that she does not know of any other Will, or of any Codicil to the said Will of said deceased, of a later date; and that the same was delivered to her by testatrix and has remained in her keeping until deposited with the Register of Wills for Caroline County for probate.

Sworn to before

Carlton K. Ward
Register of Wills for Caroline County

CAROLINE COUNTY, SS:

The 28th day of May 1962 } Then came Miriam L. Thornton and Helen C. Riddleberger ~~and Codicil~~ subscribing witnesses to the foregoing instrument of writing, purporting to be the last Will and Testament and Codicil of ANNA L. BETSON, late of Caroline County, deceased, and made oath in due form of law that they did see the said testatrix sign and seal the said Will and Codicil that they heard her publish, pronounce and declare the same to be her last Will and Testament and Codicil that at the time of her so doing she was to the best of their knowledge and apprehension, of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract; and that they each subscribed their names as witnesses to the said Will and Codicil in the presence of the said Testatrix, at her request, and in the presence of each other.

Sworn to before

Carlton V. West
Register of Wills for Caroline County

Signed: Miriam L. Thornton
Signed: Helen C. Riddleberger

IN THE ORPHANS' COURT FOR CAROLINE COUNTY:

The foregoing last Will and Testament and Codicil of ANNA L. BETSON, late of Caroline County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice appears to have been given to the next relations of said deceased.

The Court, after having carefully examined the said Will and Codicil, and also the evidence adduced as to its validity, Orders and Decree, this 29 day of May 1962 that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said ANNA L. BETSON deceased.

Charles J. Moore
Maurice A. Bradley
Robert F. Schreiber
Judges of the Orphans' Court for Caroline County.

8
1/48

State of Maryland
Caroline County } SS:

SEAL OF THE ORPHANS COURT AND REGISTER OF WILLS FOR CAROLINE COUNTY, MARYLAND

I, Clifford L. Stafford Register of Wills for Caroline County, an ex-officio Clerk of the Orphans' Court of said county, and as such, the keeper of the records of said Office, do hereby certify that the within foregoing is a true and faithful copy of the last will and testament of Anna L. Betson and codicil thereto

now on file and of record, in my office.

In testimony Whereof, I have hereunto set my hand and affixed the seal of my said Office this ninth day of August in the year of our Lord, One Thousand, Nine Hundred and sixty-three

Clifford L. Stafford
Register of Wills for Caroline County aforesaid.

9

AFFIDAVIT OF JOHN T. MEREDITH

My name is John T. Meredith and I am 72 years of age. I am a merchant in the town of Centreville. I have lived in or near the town of Centreville all my life. I am familiar with the farm known as Fishingham situate at the eastern edge of Centreville on the north side of the Centreville - Ruthsburg Road in Queen Anne's County. The farm is presently owned by J. Paul Brown, Robert W. Brown, Dorothy H. Brown, Katherine Lee and Mirian Wilkins, who are children of Joseph M. and Sarah E. Brown, both of whom are deceased, Joseph having died while living on the farm during the year 1945 and Sarah died during the year 1954 while living on the farm, and the present owners inherited the property under the last Will of their mother, Sarah. From my personal knowledge the Brown Family has owned the same oocupied, tilled and paid taxes on this farm for the past 35 years. This farm has been recognized in this community as belonging to first Mr. and Mrs. Brown and after their deaths, to their children, the names of whom I have set forth above. Ever since Mrs. Brown's death and for some time prior to her death, this farm has been rented out on a landlord-tenant relationship. For at least 30 years prior to 1928, the date Fishingham was acquired by the Brown family, this farm was owned by Lemuel Dumbracco. Ever since 1928 the Browns owned this farm known as Fishingham and they have occupied the same continuously, openly, notoriously and adversely to the claim of anyone else and the whole wide world. I have never heard of anyone else except the Browns claiming an interest in this property since they have owned it in 1928.

John T. Meredith
John T. Meredith

Sworn and subscribed before me this 19th day of August, 1963.

Evelyn D. Nelson
Notary Public

QUEEN ANNES CO., MD.
NOTARY PUBLIC
EVELYN D. NELSON

Exhibit H
Filed Aug 30. 1963

10

AFFIDAVIT OF W. EDWARD BARTON

My name is W. Edward Barton and I am 68 years of age, am an Undertaker and have lived in Centreville, Maryland, since 1901. I am familiar with the farm known as Fishingham situate at the edge of the town of Centreville on the Centreville - Ruthsburg road in Queen Anne's County. The farm is presently owned by J. Paul Brown, Robert W. Brown, Dorothy H. Brown, Katherine Lee and Mirian Wilkins, who are children of Joseph M. and Sarah E. Brown, both of whom are deceased, Joseph having died while living on the farm during the year 1945 and Sarah died during the year 1954 while living on the farm, and the present owners inherited the property under the last Will of their mother, Sarah. I buried both Joseph and Sarah Brown. From my personal knowledge, this farm had been in the Brown family for over 35 years and they have always claimed ownership to the same, have occupied the farm, tilled the farm, paid taxes on the farm, and have even had administration on the estate of Sarah Brown, so as to pay any inheritance taxes due on this real estate. Since Mrs. Brown's death and for several years prior to her death, this farm has been rented out on the usual landlord-tenant relationship and is being so rented at the present time. Prior to the time the Browns acquired the farm, it was owned by Lemuel Dumbracco for a number of years, in fact he owned it at the time I came to Centreville. Ever since the Browns have owned the farm they have occupied the same continuously, openly, notoriously and adversely to the claim of any one else and the whole wide world. I have never known any one else except the Browns to claim an interest in this property since they acquired it in 1928.

W. Edward Barton
W. Edward Barton

Sworn and subscribed before me this 13th day of August, 1963.

Katherine C. O'Neal
Notary Public

KATHERINE C. O'NEAL
NOTARY PUBLIC
QUEEN ANNE'S COUNTY, MD.

Exhibit D
Filed Aug 30. 1963

11

AFFIDAVIT OF J. PAUL BROWN

My name is J. Paul Brown, and I am 69 years old. At the present time, I own one fifth of the tract of land or farm known as Fishingham, situate near the town of Centreville, Third Election District of Queen Anne's County, Maryland, being the interest which I inherited under the last Will and Testament of my mother, Sarah E. Brown, during the month of October, 1954. This is the same tract of land that was conveyed to my father and mother, Joseph M. Brown and Sarah E. Brown, man and wife, as tenants by the entireties, in fee simple, during the month of July, 1928, by William Mason Shehan and others. My father and mother occupied the land about the time they bought the land, when they moved on the land, and both lived there until their respective death during the years 1945, and 1954. During that time my father first and after his death my mother tilled the land, and operated the same as a dairy and crop land or farm, and used timber from the woods on the land. The farm had thorn hedges all around it, and my father had all the thorn hedges pulled out except the one between the Ashley Farm and Fishingham, and put up fences, and after my father's death and before my mother's death, I had the thorn hedges between our farm and the Ashley Farm pulled out and put up a barbed wire fence. During the time of my father's and mother's lifetime, they occupied the farm openly, notoriously and adversely to all the world. They paid the taxes on the same, improved the land, kept it tilled, and received all the rents and profits from the operation of the farm, claimed ownership of the farm, and kept the buildings in repair and to my knowledge no one else ever claimed any interest in the same. Since my mother's death, after she willed the property to my brother Robert, my sisters, Dorothy H. Brown, Katherine Lee, Mirian Wilkins and myself, in equal shares, we have continued to occupy the farm known as Fishingham, and have rented the same out under a landlord-tenant relationship up to the present time. The tenant, J. Hastin Wood, Jr., has always recognized our ownership of the farm and we have continued to pay the taxes on the farm, and no one ever claimed an interest in the same since we have owned the property besides ourselves.

J. Paul Brown
J. Paul Brown

Sworn and subscribed before me this 12th day of August, 1963.

KATHERINE B. O'NEAL · NOTARY PUBLIC · QUEEN ANNE'S COUNTY, MD.

Katherine B. O'Neal
Notary Public

Exhibit J
Filed Aug 30. 1963

12 #43

LAST WILL AND TESTAMENT

I, Sarah Wilson Brown, of Centreville Maryland, being of right mind and writing of my own free will, do state the following premises:

I. It is my wish that upon my demise this, my last will and testament be honored by any court or governmental agency which may have business with or jurisdiction over my estate.

II. I do leave and bequeath to my five children Joseph Paul Brown, Dorothy Brown, Kathrine Brown Lee, Robert Wilson Brown, and Miriam Brown Wilkins and their heirs and assigns forever, all my goods, property,(real and personal), moneys at hand or due me, or any other moneys, goods, or instruments that I may possess, have title to, or in any other way legally belong to me including any interest in crops, timber, or livestock living or growing on the farm known as Fishingham.

III. I do designate and appoint J. Paul Brown and [illegible] as executors of my estate tobe my representative in the collection of any claims for any moneys or properties due me, and delegate to them to sell,give,or dispose of any of my personal effects which shall be construed as clothing, wearing apparrell, personal ornaments, or housefurnishings according to their agreed free will and judgement, and to divide all moneys, properties, securities or moneys accruing therefrom equally among the five children, their heirs and assigns forever, as listed in paragraph II of this instrument. The aforesaid division of moneys and properties to be according to their best agreed judgement as to time and method of disposal for the purpose of liquidation, insofar as it does not conflict with the laws and regulations of the state of Maryland and the county of Queen Anne, or the government of the United States.

IN WITNESS WHEREOF, I set my hand and seal to this my Last Will and Testament, which consists of this page only, and to which I have affixed my signature this 14th day of November, 1946 A.D.

Signed, sealed, published, and declared by Sarah W. Brown, the above named testatrix, as and for her Last Will and Testament, in the presence of us, who at her request, in her presence, and in the presence of each other, all being present at the same time, have hereunto set our names as witnesses:

Sarah Wilson Brown (Seal)
Sarah Wilson Brown.

Name..F. Asbury Bartlett.....
Address.....Centreville Md.....

Name.....Risdon Bishop.....
Address.....Centreville Md.....

Exhibit No 6

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

On the 1st day of November A. D., 19 24, came J. Paul Brown, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of Sarah Wilson Brown, 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 do es not know nor has he heard of any other and that he received the same from the hand of the Testatrix at the time of the execution thereof

on or about the 16th day of November A. D., 19 46.

Sworn before

Edward E. Coursey
Register of Wills of Queen Anne's County, Md.

Form 7

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

On the 1st day of November 1954 came F. Asbury Bartlett of Centreville, Maryland, one of the subscribing witness es to the aforegoing last Will and Testament of Sarah Wilson Brown, 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 C. Bladen Richardson, now deceased subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.
Test:

Edward E. Coursey
Register of Wills of Queen Anne's County, Md.

Form 6

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 SARAH WILSON BROWN, , 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~~ Register of Wills, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 1st day of November, A.D., 19 54, that the same be admitted in this Court as the true and genuine last Will and Testament of the said SARAH WILSON BROWN, deceased.

Edward E. Coursey

Register of Wills
~~Judge of the Orphans' Court~~ for
Queen Anne's County.

FORM NO. 2

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

On this Ninth day of November, in the year 1954, [illegible] personally appeared Dick B. Randolph and Mabel V. Shirey, of Centreville, Queen Anne's County, Maryland, [illegible], and made oath in due form of law that they were well acquainted with Marion Bishop [illegible] who was one of the Subscribing Witnesses [illegible] and who is now dead, having de-

pented this life [illegible] that they were well acquainted with (his, her) handwriting and the signature of the said [illegible] Bladon Bishop [illegible] and that they believe that the signature as appearing on the last Will and Testament of [illegible] as a witness thereto, is in the handwriting of the said [illegible] Bladon Bishop [illegible], and to the true and genuine signature of the said [illegible] BLADON BISHOP.

Sworn in Open Court,

Test:

Edward E. Coursey

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

Signatures of Credible Witnesses:

Wirt D. Bartlett
Wirt D. Bartlett

Mabel Y Shaw
Mabel Y. Shaw

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the Last Will and Testament of SARAH WILSON BROWN' late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on November 1st, 1954

and recorded in Liber E.E.C. No. 1 Folio 362, 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 23rd day of August 1963.

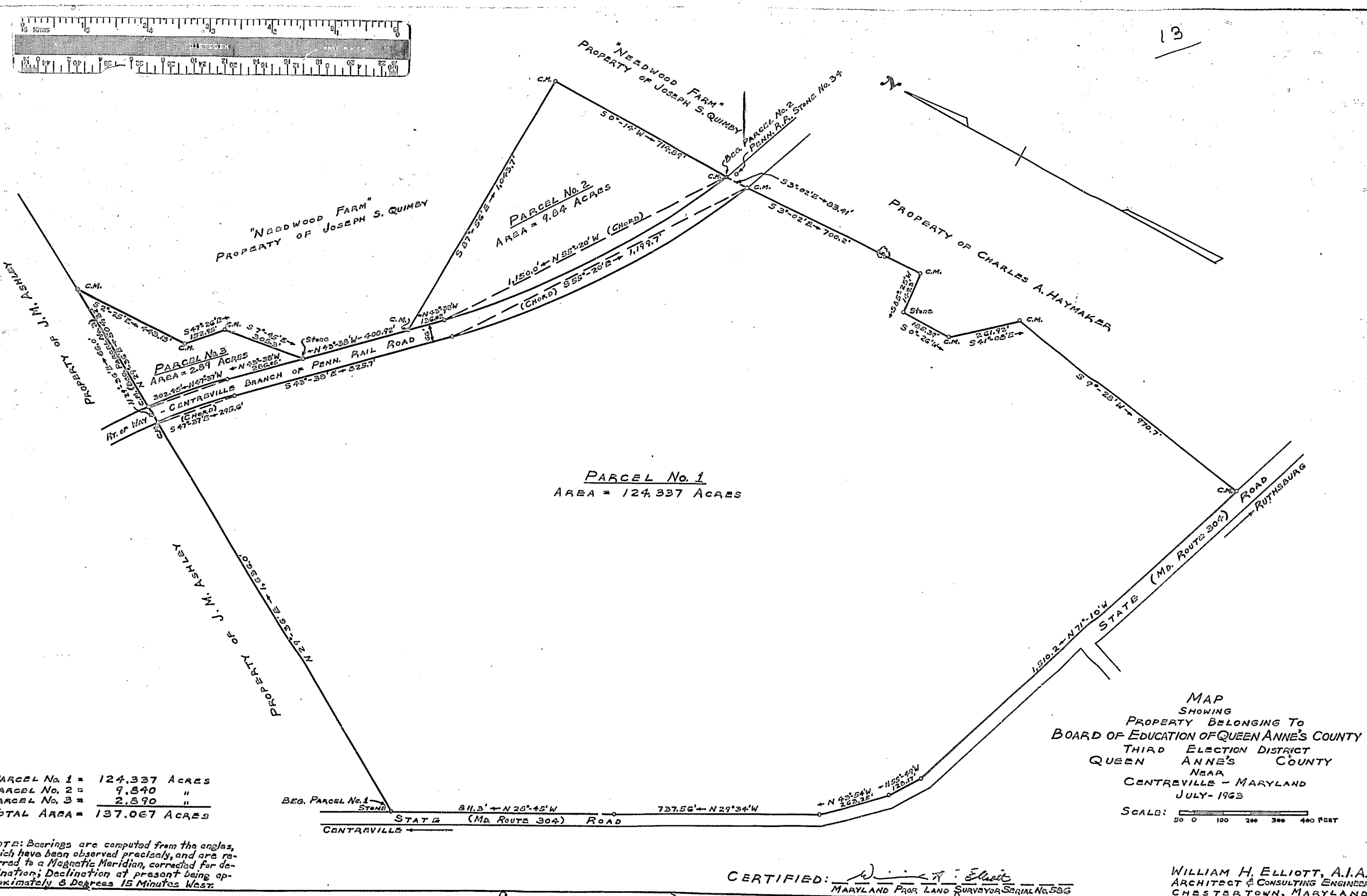
E. Elyde Wallace

Register of Wills for Queen Anne's County, Maryland

Exhibit K

Filed Aug. 30. 1963
Filed Jan 8. 1964

13



PARCEL No. 1 =	124.337	ACRES
PARCEL No. 2 =	9.840	"
PARCEL No. 3 =	2.890	"
TOTAL AREA =	137.067	ACRES

NOTE: Bearings are computed from the angles, which have been observed precisely, and are referred to a Magnetic Meridian, corrected for declination; Declination at present being approximately 8 Degrees 15 Minutes West.

MAP
SHOWING
PROPERTY BELONGING TO
BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY
THIRD ELECTION DISTRICT
QUEEN ANNE'S COUNTY
NEAR
CENTREVILLE - MARYLAND
JULY - 1963

SCALE: 50 0 100 200 300 400 FEET

CERTIFIED: William H. Elliott
MARYLAND PROF. LAND SURVEYOR SERIAL No. 586

WILLIAM H. ELLIOTT, A.I.A.
ARCHITECT & CONSULTING ENGINEER
CHESTERTOWN, MARYLAND

Examiners Exhibit No. Two. Filed Jan. 8, 1964 Exhibit L Filed Aug. 30, 1963

LIBER 1 PAGE 85

14

CERTIFICATE OF SURVEY

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

THIS IS TO CERTIFY that I have surveyed for the Board of Education of Queen Anne's County, Maryland all that tract of land formerly known as the Brown Farm consisting of three parcels (Parcel No. 1, Parcel No. 2 and Parcel No.3) situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland and being near the town of Centreville; the aforesaid Parcel No. 1, Parcel No. 2 and Parcel No. 3 lying along the Northeasterly and Northerly side of State Road (Md. Route 304) leading from Centreville to Ruthsburg; the Centreville branch of Pa. Railroad Right-of-Way separating Parcel No. 2 and Parcel No. 3 from Parcel No. 1 (main tract); Parcel No. 1 being bounded on the Southwest and South by State Road (Md. Route 304) leading from Centreville to Ruthsburg, bounded on the Northwest by lands belonging to J. M. Ashley, being bounded on the Northeast by the Centreville branch of Pa. Railroad Right-of-Way and being bounded on the East by lands belonging to Charles A. Haymaker; Parcel No. 2 being bounded on the Southwest by the Centreville branch of the Pa. Railroad Right-of-Way and being bounded on the East and North by lands known as Needwood Farm now belonging to Joseph S. Quimby; Parcel No. 3 being bounded on the Southwest by the Centreville branch of the Pa. Railroad Right-of-Way, bounded on the Northwest by lands of J. M. Ashley and being bounded on the Northeast by lands known as Needwood Farm now belonging to Joseph S. Quimby; and being more particularly described by metes and bounds, courses and distances, as follows, to wit:

PARCEL NO. 1 - BEGINNING for the same at a stone set along the Northeasterly side of the State Road (Md. Route 304) leading from Centreville to Ruthsburg on the line dividing the herein described parcel of land from lands belonging to J. M. Ashley, and running thence (1) North Twenty-Nine Degrees Thirty-Six Minutes East One Thousand Six Hundred Thirty-Six and No Tenths Feet (N 29° 36' E - 1,636.0') to a concrete monument which is to be set along the Southwesterly side of the Centreville branch of the Pa. Railroad Right-of-Way; thence (2) with the Southwesterly side of the Railroad Right-of-Way in a curve, the chord of which is South Forty-Seven Degrees Thirty-Seven Minutes East Two Hundred Ninety-Five and Six Tenths Feet (S 47° 37' E - 295.6') to a point; thence (3) continuing with the Southwesterly side of the Railroad Right-of-Way South Forty-Three Degrees Thirty-Eight Minutes East Eight Hundred Twenty-Five and Seven Tenths Feet (S 43° 38' E - 825.7') to a point; thence (4) continuing with the Railroad Right-of-Way in a curve, the chord of which is South Fifty-Five Degrees Twenty Minutes East One Thousand One Hundred Ninety-Nine and Seven Tenths Feet (S 55° 20' E - 1,199.7') to a concrete monument which is to be set along the Southerly side of the Railroad Right-of-Way on the line dividing the herein described parcel of land from lands belonging to Charles A. Haymaker; thence (5) with the lands belonging to Charles A. Haymaker South Three Degrees Two Minutes East Seven Hundred and Two Tenths Feet (S 3° 02' E - 700.2') to a concrete monument; thence (6) still with the lands of Haymaker South Eighty-Five Degrees Twenty-Five Minutes West One Hundred Forty-Nine and Three Tenths Feet (S 85° 25' W - 149.3') to a stone; thence (7) still with the same South No Degrees Twenty-Six Minutes West One Hundred Eighty-Five and Thirty-Nine One Hundredths Feet (S 0° 26' W - 185.39') to a concrete monument; thence (8) still with the same South Forty-One Degrees Eight Minutes East Two Hundred Sixty-One and Ninety-Two One Hundredths Feet (S 41° 08' E - 261.92') to a concrete monument; thence (9) still with the lands of Charles A. Haymaker South Nine Degrees Twenty-Eight Minutes West Nine Hundred Seventy and Seven Tenths Feet (S 9° 28' W - 970.7') to a concrete monument which is to be set along the Northerly side of the State Road (Md. Route 304) leading from Centreville to Ruthsburg; thence (10) with the Northerly side of the aforementioned State Road and toward Centreville North Seventy-One Degrees Ten Minutes West One Thousand Five Hundred Ten and Two Tenths Feet (N 71° 10' W -1,510.2')

to a point; thence (11) with the Northeasterly side of the aforementioned State Road and toward Centreville North Fifty-Five Degrees Forty-Nine Minutes West One Hundred Twenty-Eight and Seventeen One Hundredths Feet (N 55° 49' W - 128.17') to a point; thence (12) continuing with the Northeasterly side of the aforementioned State Road North Forty-Three Degrees Fifty-Four Minutes West Two Hundred Sixty-Three and Twenty-Five One Hundredths Feet (N 43° 54' W - 263.25') to a point; thence (13) continuing with the Northeasterly side of the aforementioned State Road North Twenty-Nine Degrees Thirty-Four Minutes West Seven Hundred Thirty-Seven and Fifty-Six One Hundredths Feet (N 29° 34' W - 737.56') to a point; thence (14) continuing with the Northeasterly side of the aforementioned State Road North Twenty-Eight Degrees Forty-Five Minutes West Eight Hundred Eleven and Three Tenths Feet (N 28° 45' W - 811.3') to the place of beginning, CONTAINING an area of One Hundred Twenty-Four and Three Hundred Thirty-Seven One Thousandths Acres (124.337 A.) of land.

PARCEL NO. 2 - BEGINNING for the same at a concrete monument set along the Northerly side of the Centreville branch of the Pa. Railroad Right-of-Way on the line dividing the herein described parcel of land from lands known as Needwood Farm belonging to Joseph S. Quimby, said concrete monument lying North Three Degrees Two Minutes West Eighty-Three and Forty-One One Hundredths Feet (N 3° 02' W - 83.41') from a concrete monument set along the Southerly side of the Railroad Right-of-Way at the end of the fourth line of Parcel No. 1, said concrete monument at beginning also being near Pa. Railroad marking stone No. 34, and running thence (1) with the Northerly and Northeasterly side of the Railroad Right-of-Way in a curve, the chord of which is North Fifty-Five Degrees Twenty Minutes West One Thousand One Hundred Fifty and No Tenths Feet (N 55° 20' W - 1,150.0') to a point; thence (2) continuing with the Northeasterly side of the Railroad Right-of-Way North Forty-Three Degrees Thirty-Eight Minutes West One Hundred Thirty-Six and Two One Hundredths Feet (N 43° 38' W - 136.02') to a concrete monument and lands known as Needwood Farm belonging to Joseph S. Quimby; thence (3) with the lands belonging to Joseph S. Quimby South Eighty-Seven Degrees Fifty-Six Minutes East One Thousand Forty-Three and Seven Tenths Feet (S 87° 56' E - 1,043.7') to a concrete monument; thence (4) continuing with the lands belonging to Joseph S. Quimby South No Degrees Fourteen Minutes West Seven Hundred Fourteen and Eighty-Nine One Hundredths Feet (S 0° 14' W - 714.89') to the place of beginning, CONTAINING an area of Nine and Eighty-Four One Hundredths Acres (9.84 A.) of woodland.

PARCEL NO. 3 - BEGINNING for the same at a concrete monument set along the Northeasterly side of the Centreville branch of the Pa. Railroad Right-of-Way on the line dividing the herein described parcel of land from lands belonging to J. M. Ashley, said concrete monument lying North Twenty-Nine Degrees Thirty-Six Minutes East Sixty-Six and No Tenths Feet (N 29° 36' E - 66.0') from a concrete monument set along the Southwesterly side of the Railroad Right-of-Way at the end of the first line of Parcel No. 1, and running thence (1) with lands belonging to J. M. Ashley North Twenty-Nine Degrees Thirty-Six Minutes East Five Hundred Four and Thirty-Two One Hundredths Feet (N 29° 36' E - 504.32') to a concrete monument set at a common corner for lands of the herein described parcel, lands belonging to J. M. Ashley and lands known as Needwood Farm belonging to Joseph S. Quimby, and running thence (2) with the lands belonging to Joseph S. Quimby South Two Degrees Twenty-Five Minutes East Four Hundred Forty-Three and Thirteen One Hundredths Feet (S 2° 25' E - 443.13') to a concrete monument; thence (3) continuing with lands of Quimby South Forty-Seven Degrees Twenty-Six Minutes East One Hundred Fifty-Two and Ninety-Five One Hundredths Feet (S 47° 26' E - 152.95') to a concrete monument; thence (4) still with

the lands of Quimby South Seven Degrees Forty-Five Minutes East Three Hundred Five and Three Tenths Feet (S 7° 45' E - 305.3') to a stone set along the Northeasterly side of the Centreville Branch of the Pa. Railroad Right-of-Way; thence (5) with the Northeasterly side of the Railroad Right-of-Way North Forty-Three Degrees Thirty-Eight Minutes West Two Hundred Eighty-Six and Six One Hundredths Feet (N 43° 38' W - 286.06') to a point; thence (6) continuing with the Northeasterly side of the Railroad Right-of-Way in a curve, the chord of which is North Forty-Seven Degrees Thirty-Seven Minutes West Three Hundred Two and Forty-Five One Hundredths Feet (N 47° 37' W - 302.45') to the place of beginning, CONTAINING an area of Two and Eighty-Nine One Hundredths Acres (2.89 A.) of woodland.

NOTE: Bearings are computed from the angles, which have been observed precisely, and are referred to a magnetic meridian, corrected for declinations; declination at present being approximately 8 Degrees 15 Minutes West.

July 29, 1963

CERTIFIED _____

WILLIAM H. ELLIOTT, A.I.A.
ARCHITECT & CONSULTING ENGINEER
STUDIO AT COUNTRY CLUB ESTATE
CHESTERTOWN, MARYLAND

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF MARYLAND SERIAL NO. 586

Exhibit M

Filed Aug 30, 1963

15

ROBERT W. BROWN AND BEATRICE W. BROWN, HIS WIFE, J. PAUL BROWN, WIDOWER, CENTREVILLE, MARYLAND; DOROTHY H. BROWN, SINGLE, WYOMING, DELAWARE; KATHERINE B. LEE AND LEWIS LEE, HER HUSBAND, ANNAPOLIS, MARYLAND; AND MIRIAM B. WILKINS AND RICHARD WILKINS, HER HUSBAND, SWARTHMORE, PENNSYLVANIA
PLAINTIFFS

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4580

VS.

KATHERINE S. HASTINGS, 5426 EAST FAIRMOUNT AVENUE TUCSON, ARIZONA; THE UNKNOWN HEIRS, EXECUTORS AND ADMINISTRATORS OF IDA CLARK BETSON, ESTHER CLARK LYNCH, CLARA M CLARK, WIDOW, JOSEPH PIERCE CLARK, AND JEAN CLARK, HIS WIFE ~~AND PIERRE CLARK~~; THE UNKNOWN CHILDREN AND DESCENDANTS OF CHILDREN AND THEIR HEIRS OF ROBERT CARLTON COOK; AND ALL OTHER PERSONS, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS AND JOHN PALMER SMITH, DAVID WILLIAMSON, FRANK T. HOGG JR., EXECUTOR OF THE ESTATE OF FRANK TREVOR HOGG, DECEASED, AND MARY C.D. HOGG 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
DEFENDANTS

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

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiffs be made the 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 against any of the Defendants to claiming any interest in said land.

The bill recites that this proceedings is filed under the provisions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Section 128.

That on or about June 14, 1872, one Lloyd Tilghman, Trustee, did by deed convey unto Joseph K. Cook, in fee simple, a tract of land known as Fishingham, containing 141 acres of land, more or less, the same being a farm or tract of land situate on the north side of the public road leading from Centreville to Ruthsburg, Third Election District of Queen Anne's County, Maryland, and being recorded among the Land Records of Queen Anne's County aforesaid in Liber J.W., No. 3, folio 419.

That thereafter said Joseph K. Cook, by his Last Will and Testament dated May 11, 1872, and admitted to probate in the Orphans' Court of Queen Anne's County on May 28, 1878, did devise said farm known as Fishingham to his wife, Ann Cook, for life and at her death to his neice, Katie E. Cook, in fee simple, said will being recorded among the Will Records of Queen Anne's County aforesaid in Liber W.A.J., No. 1, folio 220.

That thereafter the said Katie E. Cook died sometime during the year 1885 and hereby under her Last Will and Testament dated April 25, 1885, and admitted to probate by the Orphans' Court of Queen Anne's County on July 7, 1885, under Item 13 of said will did leave a life estate in the tract of land known as Fishingham to her brother, Robert Carlton Cook, and at his death devised the same to his children and to their issue or descendants of any deceased child or children, and further provided that if the said Robert Carlton Cook should die without issue or descendants of issue surviving him, the property was then devised unto John B. Brown, Trustee, to sell and dispose of the same and to apply the proceeds thereof firstly, by the specific monetary bequest under Item 13, unto the Methodist Episcopal Church at Centreville with the rest and residue of said proceeds, under Item 14, being devised "to my friend, Mrs. Dr. Betson and her children"; but that no sale of conveyance of said farm by the said John B. Brown, Trustee, or by any successor or successors, is found of public record, said will being recorded among the Will Records of Queen Anne's County in Liber T.A.B., No. 2, folio 73.

That thereafter the said Robert Carlton Cook did by deed dated August 28, 1893, convey his life interest in Fishingham to Lemuel Dumbracco, said deed being recorded among the Land Records of Queen Anne's County in Liber L.D., No. 2, folio 157.

That thereafter one Annie V. Betson and the Trustees of the Methodist Episcopal Church at Centreville, Queen Anne's County, Maryland, a body corporate, did grant to William Mason Shehan the power to sell Fishingham at a public sale at the Court House door at Centreville, Maryland, said power of attorney being dated April 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B.H.T., No. 8, folio 75.

That thereafter Thomas J. Keating, Jr. and H. B. W. Mitchell, after duly qualifying as administrators c.t.a. of Lemuel Dumbracco, deceased, and William Mason Shehan, attorney under the aforesaid power of attorney, did convey Fishingham to Joseph M. Brown and Sarah E. Brown, his wife, as tenants by the entireties by deed dated July 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B.H.T., No. 8, folio 277.

That the said Robert Carlton Cook's marital status is unknown and it is unknown whether he is now deceased and if deceased, whether or not any issue or descendants of issue survive him, he last having been heard from around 1900, while in Denver on his way to the West Coast.

That the said Mrs. Dr. Betson, mentioned in the Last Will and Testament of Katie E. Cook, is the same person as Anna (or Annie) V. Betson, the grantor of the aforesaid power of attorney to William Mason Shehan, the said Anna V. Betson being the widow of Dr. George W. Betson, Sr., and she died intestate during the year 1930 survived by only one child, Anna L. Betson, who died testate on May 21, 1962, her Last Will and Testament and Codicil thereto being recorded among the Will Records of Caroline County in Liber No. 17, folio 121, and under paragraph 16 of the same one Katherine S. Hastings is the residuary legatee; and that prior to the decease of said Anna V. Betson she had two other children, one Howard D. Betson, who died intestate and unmarried while a minor during the year 1886, and another son named George W. Betson, Jr., who died during the year 1918 intestate survived by his widow, Ida Clark Betson, and that it is unknown whether the said Ida Clark Betson is

living or deceased, but it is known that the said Ida Clark Betson had two children by the name of Ester Clark and Pierre Clark by a prior marriage and it is unknown whether the said Ester Clark and Pierre Clark are living or deceased.

That the said Joseph M. Brown and Sarah E. Brown, his wife, did, during the year 1928, enter upon said property and occupy the same as owners thereof openly, notoriously, continuously and adversely and hostile to any one who might claim an interest in the same, that is to say from 1928 until 1945 for Joseph M. Brown, that being the year of his death, and that for Sarah E. Brown from the year 1928 until October 28, 1954, the date of her death.

That filed with the Bill of Complaint are the affidavits of John T. Meredith, W. Edward Barton and J. Paul Brown showing that the said Joseph M. Brown and Sarah E. Brown, and their heirs and devisees have adversely, openly, notoriously and in a manner hostile to the claims of others, held said property known as Fishingham for a continuous period of more than twenty years and down to the present time.

That the said Sarah E. Brown, who was also known as Sarah Wilson Brown, did under Item 2 of her Last Will and Testament devise her property which included Fishingham to her five children, Joseph Paul Brown, Dorothy Brown, Katherine Brown Lee, Robert Wilson Brown and Miriam Brown Wilkins, the Plaintiffs in this cause, in fee simple, said will having been duly admitted to probate on November 1, 1954, by the Orphans' Court of Queen Anne's County and being recorded among the Will Records of said Queen Anne's County in Liber E.E.C., No. 1, folio 362; and that the said Robert W. Brown is married to Beatrice W. Brown; that the said Katherine B. Lee is married to Lewis Lee; that the said Miriam B. Wilkins is married to Richard Wilkins; and that the said J. Paul Brown and Dorothy H. Brown are unmarried.

That ever since October 28, 1954, the Plaintiffs in this cause have continued to occupy said tract of land known as Fishingham openly, adversely and notoriously to all the world and still so occupy the same.

That to the knowledge of the Plaintiffs, no one else has ever claimed an interest in the same since they have owned and possessed Fishingham.

That on May 11, 1963, the Plaintiffs entered into a contract of sale of Fishingham to the Board of Education of Queen Anne's County, Maryland, a body corporate, and said vendee has refused to accept title to said real estate until said title is cleared by order of this Court decreeing that title to the same shall be vested in the Plaintiffs, unencumbered by claims of others.

That thereafter William H. Elliott, Registered Professional Land Surveyor, was engaged to survey said land during the month of July, 1963, whereby a metes and bounds description of the same is duly set forth in a plat entitled "Map Showing Property Belonging to the Board of Education of Queen Anne's County, Third Election District of Queen Anne's County, near Centreville, Maryland."

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 to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 30th day of August, 1963, 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 3rd. day of October, 1963, shall give notice to the Defendants, addresses unknown, 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 4th day of November, 1963, 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.

Charles W. Cail
Clerk

Filed Aug. 30. 1963

ROBERT W. BROWN, et. al.

16

vs.

KATHERINE S. HASTINGS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4580

AFFIDAVIT OF COMPLIANCE WITH
MARYLAND RULES OF PROCEDURE

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

Now comes J. Thomas Clark, one of the attorneys of record for the Plaintiffs in the above-entitled cause, this 24th day of September, 1963, and makes oath in due form of law as follows, to wit:

That in compliance with the provisions of Rule 105e, he did on September 3, 1963, forward to Katherine S. Hastings, addressed to her at 5426 East Fairmount Avenue, Tucson, Arizona, by certified mail, return receipt requested, a copy of the Order of Publication published in the Queen Anne's Record-Observer, the same being clipped from said newspaper as appearing therein, a copy of which is attached hereto and made a part hereof and marked "Exhibit A"; that in addition thereto this affiant did forward a letter accompanying the same, a copy of which is filed herewith and made a part hereof and marked "Exhibit B"; that in addition thereto this affiant files herewith his Post Office receipt, No. 719147 showing the mailing of said notice, which is filed herewith and made a part hereof and marked "Exhibit C"; that in addition thereto filed herewith and marked "Exhibit D" is the receipt showing delivery of same to Kathrene Hastings, said receipt being No. 719147.

Charles W. Cecil
Clerk

Filed Sept. 24. 1963

LEGAL NOTICES

ROBERT W. BROWN AND BEATRICE W. BROWN, HIS WIFE, J. PAUL BROWN, WIDOWER, CENTREVILLE, MARYLAND; DOROTHY H. BROWN, SINGLE, WYOMING, DELAWARE; KATHERINE B. LEE AND LEWIS LEE, HER HUSBAND, ANNAPOLIS, MARYLAND; AND MIRIAM B. WILKINS AND RICHARD WILKINS, HER HUSBAND, SWARTHMORE, PENNSYLVANIA, PLAINTIFFS

VS.

KATHERINE S. HASTINGS, 5426 EAST FAIRMOUNT AVENUE, TUCSON, ARIZONA; THE UNKNOWN HEIRS, EXECUTORS AND ADMINISTRATORS OF IDA CLARK BETSON, ESTER CLARK AND PIERRE CLARK; THE UNKNOWN CHILDREN AND DESCENDANTS OF CHILDREN AND THEIR HEIRS OF ROBERT CARLTON COOK; 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 OF THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS, DEFENDANTS.

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

NO. 4580

Order Of Publication

The object of this suit is to procure a decree that the Plaintiffs be made the 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 against any of the Defendants to claiming any interest in said land.

The bill recites that this proceedings is filed under the provisions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Section 128.

That on or about June 14, 1872, one Lloyd Tilghman, Trustee, did by deed convey unto Joseph K. Cook, in fee simple, a tract of land known as Fishingham, containing 131 acres of land, more or less, the same being a farm or tract of land situate on the north side of the public road leading from Centreville to Ruthsburg, Third Election District of Queen Anne's County, Maryland, and being recorded among the Land Records of Queen Anne's County aforesaid in Liber J. W., No. 3, folio 419.

That thereafter said Joseph K. Cook, by his Last Will and Testament dated May 11, 1872, and admitted to probate in the Orphans' Court of Queen Anne's County on May 28, 1878, did devise said farm known as Fishingham to his wife, Ann Cook, for life and at her death to his niece, Katie E. Cook, in fee simple, said will being recorded among the Will Records of Queen Anne's County aforesaid in Liber W. A. J., No. 1, folio 220.

That thereafter the said Katie E. Cook died sometime during the year 1885 and hereby under her Last Will and Testament dated April 25, 1885, and admitted to probate by the Orphans' Court of Queen Anne's County on July 7, 1885, under Item 13 of said will did leave a life estate in the tract of land known as Fishingham to her brother, Robert Carlton Cook, and at his death devised the same to his children and to their issue or descendants of any deceased child or children, and further provided that if the said Robert Carlton Cook should die without issue or descendants of issue surviving him, the property was then devised unto John B. Brown, Trustee, to sell and dispose of the same and to apply the proceeds thereof firstly, by the specific monetary bequest under Item 13, unto the Methodist Episcopal Church at Centreville with the rest and residue of said proceeds, under Item 14, being devised "to my friend, Mrs. Dr. Betson and her children;" but that no sale of conveyance of said farm by the said John B. Brown, Trustee, or by any successor or successors, is found of public record, said will being recorded among the Will Records of Queen Anne's County in Liber T. A. B., No. 2, folio 73.

That theerafter the said Robert Carlton Cook did by deed dated August 28, 1893, convey his life interest in Fishingham to Lemuel Dumbraceo, said deed being recorded among the Land Records of Queen Anne's County in Liber L. D., No. 2, folio 157.

That thereafter one Annie V. Betson and Trustees of the Methodist Episcopal Church at Centreville, Queen Anne's County, Maryland, a body corporate, did grant to William Mason Shehan the power to sell Fishingham at a public sale at the Court House door at Centreville, Maryland. said power of attorney being dated April 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B. H. T., No. 8, folio 75.

That thereafter Thomas J. Keating, Jr., and H. B. W. Mitchell, after duly qualifying as administrator c.t.a. of Lemuel Dumbracco, deceased, and William Mason Shehan, attorney under the aforesaid power of attorney, did convey Fishingham to Joseph M. Brown and Sarah E. Brown, his wife, as tenants by the entireties by deed dated July 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B. H. T., No. 8, folio 277.

That the said Robert Carlton Cook's marital status is unknown and it is unknown whether he is now deceased and if deceased, whether or not any issue or descendants of issue survive him, he last having been heard from around 1900, while in Denver on his way to the West Coast.

That the said Mrs. Dr. Betson, mentioned in the Last Will and Testament of Katie E. Cook, is the same person as Anna (or Annie) V. Betson, the grantor of the aforesaid power of attorney to William Mason Shehan, the said Anna V. Betson being the widow of Dr. George W. Betson, Sr., and she died intestate during the year 1930 survived by one child, Anna L. Betson, who died testate on May 21, 1962, her Last Will and Testament and Codicil thereto being recorded among the Will Records of Caroline County in Liber No. 17, folio 121, and under paragraph 16 of the same one Katherine S. Hastings is the residuary legatee; and that prior to the decease of said Anna V. Betson she had two other children, one Howard D. Betson, who died intestate and unmarried while a minor during the year 1886, and another son named George W. Betson, Jr., who died during the year 1918 intestate survived by his widow, Ida Clark Betson, and that it is unknown whether the said Ida Clark Betson is living or deceased, but it is know that the said Ida Clark Betson had two children by the name of Ester Clark and Pierre Clark by a prior marriage and it is unknown whether the said Ester Clark and Pierre Clark are living or deceased.

That the said Joseph M. Brown and Sarah E. Brown, his wife, did, during the year 1928, enter upon said property and occupy the same as owners thereof openly, notoriously, continuously and adversely and hostile to any one who might claim an interest in the same, that is to say from 1928 until 1945 for Joseph M. Brown, that being the year of his death, and that for Sarah E. Brown from the year 1928 until October 28, 1954, the date of her death.

That filed with the Bill of Complaint are the affidavits of John T. Meredith, W. Edward Barton and J. Paul Brown showing that the said Joseph M. Brown and Sarah E. Brown, and their heirs and devisees have adversely, openly, notoriously and in a manner hostile to the claims of others, held said property known as Fishingham for a continuous period of more than twenty years and down to the present time.

That the said Sarah E. Brown, who was also known as Sarah Wilson Brown, did under Item 2 of her Last Will and Testament devise her property which included Fishingham to her five children, Joseph Paul Brown, Dorothy Brown, Katherine Brown Lee, Robert Wilson Brown and Miriam Brown Wilkins, the Plaintiffs in this cause, in fee simple, said will having been duly admitted to probate on November 1, 1954, by the Orphans' Court of Queen Anne's County and being recorded among the Will Records of said Queen Anne's County in Liber E. E. C., No. 1, folio 362; and that the said Robert W. Brown is married to Beatrice W. Brown; that the said Katherine B. Lee is married to Lewis Lee; that the said Miriam B. Wilkins is married to Richard Wilkins; and that the said J. Paul Brown and Dorothy H. Brown are unmarried.

That ever since October 28, 1954, the Plaintiffs in this cause have continued to occupy said tract of land known as Fishingham openly, adversely and notoriously to all the word and still so occupy the same.

That to the knowledge of the Plaintiffs, no one else has ever claimed an interest in the same since they have owned and possessed Fishingham.

That on May 11, 1963, the Plaintiffs entered into a contract of sale of Fishingham to the Board of Education of Queen Anne's County, Maryland, a body corporate, and said vendee has refused to accept title to said real estate until said title is cleared by order of this Court decreeing that title to the same shall be vested in the Plaintiffs, unencumbered by claims of others.

That thereafter William H. Elliott, Registered Professional Land Surveyor, was engaged to survey said land during the month of July, 1963, whereby a metes and bounds description of the same is duly set forth in a plat entitled "Map Showing Property Belonging to the Board of Education of Queen Anne's County, Third Election District of Queen Anne's County, near Centreville, Maryland."

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 to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 30th day of August, 1963, 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 3rd day of October, 1963, shall give notice to the Defendants, addresses unknown, of the substances and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 4th day of November, 1963, 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.

CHARLES W. CECIL, Clerk

Filed: Aug. 30, 1963

True Copy

Test: CHARLES W. CECIL, Clerk

4t-9-26

September 13, 1963

Katherine S. Hastings
5426 East Fairmount Avenue
Tucson, Arizona

Dear Miss Hastings:

Enclosed herewith is Order of Publication in the suit of Robert W. Brown, et. al., vs. Katherine S. Hastings, et. al., being Cause No. 4580 now pending in The Circuit Court For Queen Anne's County In Equity. The enclosed Order of Publication is self-explanatory.

Very truly yours,

J. Thomas Clark

Enclosure

Exhibit B

RECEIPT FOR CERTIFIED MAIL—20¢

No. 719147

SENT TO: Katherine S. Hastings
STREET AND NO.: 5426 East Fairmount Ave
CITY AND STATE: Tucson, Arizona

If you want a return receipt, check which: ☒ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here: ☐ 25¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE: CENTREVILLE SEP 13 1963 MD.

POD Form 3800 June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

Exhibit C

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER: J. Thomas Clark
CERTIFIED NO.: 719147	STREET AND NO. OR P. O. BOX: 114 N. Commerce
INSURED NO.	CITY, ZONE AND STATE: Centreville, Md. 21617

POD Form 3811 Jan. 1958

C55—16—71508-4

Exhibit D

LEGAL NOTICES

ROBERT W. BROWN AND BEATRICE W. BROWN, HIS WIFE, J. PAUL BROWN, WIDOWER, CENTREVILLE, MARYLAND; DOROTHY H. BROWN, SINGLE, WYOMING, DELAWARE; KATHERINE B. LEE AND LEWIS LEE, HER HUSBAND, ANNAPOLIS, MARYLAND; AND MIRIAM B. WILKINS AND RICHARD WILKINS, HER HUSBAND, SWARTHMORE, PENNSYLVANIA, PLAINTIFFS

VS.

KATHERINE S. HASTINGS, 5426 EAST FAIRMOUNT AVENUE, TUCSON, ARIZONA; THE UNKNOWN HEIRS, EXECUTORS AND ADMINISTRATORS OF IDA CLARK BETSON, ESTER CLARK AND PIERRE CLARK; THE UNKNOWN CHILDREN AND DESCENDANTS OF CHILDREN AND THEIR HEIRS OF ROBERT CARLTON COOK; 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 OF THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS, DEFENDANTS.

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

NO. 4580

Order Of Publication

The object of this suit is to procure a decree that the Plaintiffs be made the 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 against any of the Defendants to claiming any interest in said land.

The bill recites that this proceedings is filed under the provisions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Section 128.

That on or about June 14, 1872, one Lloyd Tilghman, Trustee, did by deed convey unto Joseph K. Cook, in fee simple, a tract of land known as Fishingham, containing 131 acres of land, more or less, the same being a farm or tract of land situate on the north side of the public road leading from Centreville to Ruthsburg, Third Election District of Queen Anne's County, Maryland, and being recorded among the Land Records of Queen Anne's County aforesaid in Liber J. W., No. 3, folio 419.

That thereafter said Joseph K. Cook, by his Last Will and Testament dated May 11, 1872, and admitted to probate in the Orphans' Court of Queen Anne's County on May 28, 1878, did devise said farm known as Fishingham to his wife, Ann Cook, for life and at her death to his niece, Katie E. Cook, in fee simple, said will being recorded among the Will Records of Queen Anne's County aforesaid in Liber W. A. J., No. 1, folio 220.

That thereafter the said Katie E. Cook died sometime during the year 1885 and hereby under her Last Will and Testament dated April 25, 1885, and admitted to probate by the Orphans' Court of Queen Anne's County on July 7, 1885, under Item 13 of said will did leave a life estate in the tract of land known as Fishingham to her brother, Robert Carlton Cook, and at his death devised the same to his children and to their issue or descendants of any deceased child or children, and further provided that if the said Robert Carlton Cook should die without issue or descendants of issue surviving him, the property was then devised unto John B. Brown, Trustee, to sell and dispose of the same and to apply the proceeds thereof firstly, by the specific monetary bequest under Item 13, unto the Methodist Episcopal Church at Centreville with the rest and residue of said proceeds, under Item 14, being devised "to my friend, Mrs. Dr. Betson and her children;" but that no sale of conveyance of said farm by the said John B. Brown, Trustee, or by any successor or successors, is found of public record, said will being recorded among the Will Records of Queen Anne's County in Liber T. A. B., No. 2, folio 73.

That theerafter the said Robert Carlton Cook did by deed dated August 28, 1893, convey his life interest in Fishingham to Lemuel Dumbracco, said deed being recorded among the Land Records of Queen Anne's County in Liber L. D., No. 2, folio 157.

That thereafter one Annie V. Betson and Trustees of the Methodist Episcopal Church at Centreville, Queen Anne's County, Maryland, a body corporate, did grant to William Mason Shehan the power to sell Fishingham at a public sale at the Court House door at Centreville, Maryland, said power of attorney being dated April 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B. H. T., No. 8, folio 75.

That thereafter Thomas J. Keating, Jr., and H. B. W. Mitchell, after duly qualifying as administrator c.t.a. of Lemuel Dumbracco, deceased, and William Mason Shehan, attorney under the aforesaid power of attorney, did convey Fishingham to Joseph M. Brown and Sarah E. Brown, his wife, as tenants by the entireties by deed dated July 12, 1928, and recorded among the Land Records of Queen Anne's County aforesaid in Liber B. H. T., No. 8, folio 277.

That the said Robert Carlton Cook's marital status is unknown and it is unknown whether he is now deceased and if deceased, whether or not any issue or descendants of issue survive him, he last having been heard from around 1900, while in Denver on his way to the West Coast.

That the said Mrs. Dr. Betson, mentioned in the Last Will and Testament of Katie E. Cook, is the same person as Anna (or Annie) V. Betson, the grantor of the aforesaid power of attorney to William Mason Shehan, the said Anna V. Betson being the widow of Dr. George W. Betson, Sr., and she died intestate during the year 1930 survived by one child, Anna L. Betson, who died testate on May 21, 1962, her Last Will and Testament and Codicil thereto being recorded among the Will Records of Caroline County in Liber No. 17, folio 121, and under paragraph 16 of the same one Katherine S. Hastings is the residuary legatee; and that prior to the decease of said Anna V. Betson she had two other children, one Howard D. Betson, who died intestate and unmarried while a minor during the year 1886, and another son named George W. Betson, Jr., who died during the year 1918 intestate survived by his widow, Ida Clark Betson, and that it is unknown whether the said Ida Clark Betson is living or deceased, but it is know that the said Ida Clark Betson had two children by the name of Ester Clark and Pierre Clark by a prior marriage and it is unknown whether the said Ester Clark and Pierre Clark are living or deceased.

That the said Joseph M. Brown and Sarah E. Brown, his wife, did, during the year 1928, enter upon said property and occupy the same as owners thereof openly, notoriously, continuously and adversely and hostile to any one who might claim an interest in the same, that is to say from 1928 until 1945 for Joseph M. Brown, that being the year of his death, and that for Sarah E. Brown from the year 1928 until October 28, 1954, the date of her death.

That filed with the Bill of Complaint are the affidavits of John T. Meredith, W. Edward Barton and J. Paul Brown showing that the said Joseph M. Brown and Sarah E. Brown, and their heirs and devisees have adversely, openly, notoriously and in a manner hostile to the claims of others, held said property known as Fishingham for a continuous period of more than twenty years and down to the present time.

That the said Sarah E. Brown, who was also known as Sarah Wilson Brown, did under Item 2 of her Last Will and Testament devise her property which included Fishingham to her five children, Joseph Paul Brown, Dorothy Brown, Katherine Brown Lee, Robert Wilson Brown and Miriam Brown Wilkins, the Plaintiffs in this cause, in fee simple, said will having been duly admitted to probate on November 1, 1954, by the Orphans' Court of Queen Anne's County and being recorded among the Will Records of said Queen Anne's County in Liber E. E. C., No. 1, folio 362; and that the said Robert W. Brown is married to Beatrice W. Brown; that the said Katherine B. Lee is married to Lewis Lee; that the said Miriam B. Wilkins is married to Richard Wilkins; and that the said J. Paul Brown and Dorothy H. Brown are unmarried.

That ever since October 28, 1954, the Plaintiffs in this cause have continued to occupy said tract of land known as Fishingham openly, adversely and notoriously to all the word and still so occupy the same.

That to the knowledge of the Plaintiffs, no one else has ever claimed an interest in the same since they have owned and possessed Fishingham.

That on May 11, 1963, the Plaintiffs entered into a contract of sale of Fishingham to the Board of Education of Queen Anne's County, Maryland, a body corporate, and said vendee has refused to accept title to said real estate until said title is cleared by order of this Court decreeing that title to the same shall be vested in the Plaintiffs, unencumbered by claims of others.

That thereafter William H. Elliott, Registered Professional Land Surveyor, was engaged to survey said land during the month of July, 1963, whereby a metes and bounds description of the same is duly set forth in a plat entitled "Map Showing Property Belonging to the Board of Education of Queen Anne's County, Third Election District of Queen Anne's County, near Centreville, Maryland.".

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 to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 30th day of August, 1963, 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 3rd day of October, 1963, shall give notice to the Defendants, addresses unknown, of the substances and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 4th day of November, 1963, 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.

CHARLES W. CECIL, Clerk

Filed: Aug. 30, 1963

True Copy

Test: CHARLES W. CECIL, Clerk

4t-9-26

LIBER 1 PAGE 97

17

17

Queen Anne's Record-Observer

Centreville, Md. October 28, 19 63

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication
No. 4580
in the case/~~matter~~ Robert W. Brown and Beatrice W. Brown his wife et al vs. Katherine S. Hastings, 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 3 day of October, 19 63, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5 day of September 19 63 and the last insertion on the 26 day of September, 19 63

THE RECORD-OBSERVER CORPORATION

By Richard E. Hurlock

Filed Oct. 30. 1963

18

ROBERT W. BROWN & BEATRICE W. BROWN, his wife, et al	:	IN THE CIRCUIT
Plaintiffs	:	COURT
VS.	:	FOR
KATHERINE S. HASTINGS, The Unknown Heirs, Executors and Administrators of Ida Clark Betson, Ester Clark and Pierre Clark, et al	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY NO. 4580
Defendants	:	

* * * * * *
A N S W E R
* * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Esther Clark Lynch, one of the Defendants named in this proceeding, to the Bill of Complaint, respectfully shows:

1.

That this Respondent is the Ester Clark named as a Defendant in this proceeding; that she is the daughter of Ida Clark Betson, widow of George W. Betson, Jr., who died in 1918, intestate, as setforth in said Bill of Complaint.

2.

That Ida Clark Betson died, intestate, in August 1937 leaving surviving her this Respondent and a son, Peirce Clark, who is the same person described in this proceeding as Pierre Clark.

3.

That your Respondent intermarried with one Joseph J. Lynch on September 1, 1921.

4.

That the said Peirce Clark is now deceased, having died intestate and leaving surviving him his widow, Clara M. Clark, whose address is 26235 Warren Road, Dearborne, Michigan, and his son, Joseph Peirce Clark, Jr., whose address is 13624 Thornton Street, Detriot, Michigan.

5.

That this Respondent claims an interest in the real estate mentioned

in this proceeding under and by virtue of Item 14 of the Last Will and Testament of Katie E. Cook, whereby she devised the rest and residue of her estate "to my friend, Mrs. Dr. Betson and her children".

6.

That this Respondent neither admits nor denies any of the other allegations of said Bill of Complaint for the reason that she is without knowledge thereof.

HAVING answered said Bill of Complaint, this Respondent prays that her rights and interests in the subject matter of this proceeding be protected.

AND AS IN DUTY BOUND, ETC.

Esther Clark Lynch
Esther Clark Lynch

J. Albert Roney Jr.
Attorney - J. Albert Roney, Jr.,
125 North Street, Elkton, Maryland
Tele: EX 8-3030

STATE OF MARYLAND, COUNTY OF CECIL, to-wit:

I HEREBY CERTIFY that on this 28th day of October, 1963, before me, the Subscriber, a Notary Public of the Stateof Maryland, in and for the County of Cecil, personally appeared ESTHER CLARK LYNCH, and acknowledgeed the aforegoing matters stated in the Answer to the Bill of Complaint in this cause, to be true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Constance Williams Rogers
NOTARY PUBLIC

My Commission Expires: May 3, 1965

This is to certify that on this 30th day of October, 1963, I have mailed a copy of the within Answer of Esther Clark Lynch, to J. Thomas Clark, 114 N. Commerce Street, Centerville, Maryland, and H. A. Downs, Jr., 115 Lawyers Row, Centerville, Maryland, Attorneys for Plaintiff.

J. Albert Roney Jr.
J. Albert Roney, Jr.
125 North Street, Elkton, Md.
Tele: EX 8-3030

Filed Oct. 31. 1963

19

ROBERT W. BROWN, et al	*	IN THE CIRCUIT COURT FOR
	*	
vs.	*	QUEEN ANNE'S COUNTY
	*	
KATHERINE S. HASTINGS, et al	*	In Equity No. 4580
	*	

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

PETITION TO BE MADE PARTY DEFENDANT

John Palmer Smith, Centreville, Queen Anne's County, Maryland, by James E. Thompson, Jr., his attorney, moves this Honorable Court make him a party defendant in the above-entitled case for the reason that he has an interest in the property known as "Fishingham", which is the subject of this litigation, as is hereinafter more particularly set forth:

1. That on April 12, 1957, John Palmer Smith along with David Williamson and Frank Trevor Hogg (now deceased) entered into an agreement with J. Paul Brown, one of the owners of Fishingham, individually and as agent for all heirs and owners of said farm, by which said agreement the aforesaid, J. Paul Brown individually and as agent for all heirs, agreed to sell said farm to David Williamson, the late Frank Trevor Hogg, and John Palmer Smith at and for the sum of Forty-two Thousand Dollars ($42,000.00) net to the heirs. Said agreement was reduced to writing and duly recorded in Liber T.S.P., No. 34, folio 215, a Land Record Book for Queen Anne's County, on April 29, 1957.

2. Thereafter in the month of April, 1957, Howard Wood, Esquire, attorney for the owners of said property, prepared a contract of sale in accordance with the aforesaid memorandum, but the owners refused and still refuse to execute said contract of sale or take any other steps necessary to consummate said sale and transfer of title.

3. That John Palmer Smith is and has been prepared to pay the purchase price as agreed and consummate the transaction.

WHEREFORE, your Petitioner prays as follows:

a. That he be made a party defendant in this case.

b. That an Order be passed declaring him to be an owner of an undivided one third interest in said property.

c. And for such other and further relief, etc.

James E. Thompson, Jr.
James E. Thompson, Jr.
Attorney for John Palmer Smith

I HEREBY CERTIFY that I served a copy of the aforegoing Petition to Be Made Party Defendant upon Vachel A. Downes, Jr., Attorney for the Plaintiff, by leaving a copy of the same at his law office, 115 Lawyers Row, Centreville, Maryland, this 1st day of November, 1963.

James E. Thompson, Jr.
James E. Thompson, Jr.

Filed Nov. 1, 1963

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 796

ROBERT W. BROWN, et. al.

vs.

KATHERINE S. HASTINGS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4580

20

AFFIDAVIT AS TO RESIDENCE UNKNOWN AND MILITARY SERVICE

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

I HEREBY CERTIFY, that on this 6th day of November, 1963, that before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Paul Brown, one of the Plaintiffs in the above entitled cause, and made oath in due form of law that as to the unknown children and descendants of children and their heirs of Robert Carlton Cook 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, except for the heirs at law of Pierre Clark, also known as Peirce Clark, that the residence and address of each of the aforesaid persons, who are Defendants in the above entitled cause of action, is unknown although he has made reasonable efforts to locate the Defendants and to warn each of them of the pendency of the above entitled cause of action, and that so far as he is able to ascertain none of the above named persons are now in the military service of the United States and have not been in such service either three months prior to the filing of the Bill of Complaint in this cause or prior to the present time.

WITNESS my hand and Notarial Seal.

EVELYN D. NELSON NOTARY PUBLIC QUEEN ANNES CO., MD.

Evelyn D. Nelson
Notary Public

Filed Nov. 6, 1963

ROBERT W. BROWN, et. al.

vs.

21 KATHERINE S. HASTINGS, et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4580

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Robert W. Brown, Beatrice W. Brown, J. Paul Brown, Dorothy H. Brown, Katherine B. Lee, Lewis Lee, Miriam B. Wilkins and Richard Wilkins, Plaintiffs, by J. Thomas Clark and Vachel A. Downes, Jr., their Solicitors, respectfully represents:

1. That the Defendants, Katherine S. Hastings, the unknown children and descendants of children and their heirs of Robert Carlton Cook 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, except for the heirs at law of Pierre Clark, also known as Peirce Clark, 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 are filed 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 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 petitioners may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE:

(1) That a decree pro confesso may be granted by this Honorable Court against Katherine S. Hastings, the unknown children and descendants of children and their heirs of Robert Carlton Cook 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, except for the heirs at law of Pierre Clark, also known as Peirce Clark, being 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 petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

Filed Nov. 6. 1963

Vachel A. Downes Jr.

J. Thomas Clark

Rachel A. Mowres Jr.

Solicitors for Plaintiffs

Filed Nov. 6. 1963

ORDER OF COURT

The aforegoing petition having been read and considered, and it appearing that the Defendants, Katherine S. Hastings, the unknown children and descendants of children and their heirs of Robert Carlton Cook 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, except for the heirs at law of Pierre Clark, also known as Peirce Clark, being the Defendants, have been duly summoned and failed to appear, either in person or by solicitor to the Bill of Complaint filed herein, It is Thereupon, this _____ day of _____, 1963, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED that the Plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be, and the same is hereby taken PRO CONFESSO against the Defendants, Katherine S. Hastings, the unknown children and descendants of children and their heirs of Robert Carlton Cook 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, except for the heirs at law of Pierre Clark, also known as Peirce Clark; 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 against those Defendants whom this Decree Pro Confesso is granted.

_____

Judge

22

ROBERT W. BROWN, et. al.

vs.

KATHERINE S. HASTINGS, et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4580

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

PETITION TO ADD NEW PARTY DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, Dorothy H. Brown, Katherine B. Lee and Lewis Lee, her husband and Miriam B. Wilkins and Richard Wilkins, her husband, Plaintiffs by J. Thomas Clark and Vachel A. Downes, Jr., their attorneys, respectfully represents:

1. That heretofore your petitioners did file their Bill of Complaint in this cause seeking to quiet title to a parcel of real estate known as "Fishingham".

2. That among the Defendants named in this cause was one Ester Clark and one Pierre Clark.

3. That said Ester Clark has filed an answer to your petitioners' Bill of Complaint in this cause, wherein she states that her name is Esther Clark Lynch, and that her deceased brother, Peirce Clark, is the same person described in said bill as Pierre Clark, that said Peirce Clark died intestate, leaving surviving him his widow, Clara M. Clark, of 26235 Warren Road, Dearborne, Michigan, and a son, Joseph Peirce Clark, Jr., who is married to one Jean Clark, whose address is 13624 Thornton Street, Detroit, Michigan.

4. That on or about November 1, 1963, John Palmer Smith, by his attorney, James E. Thompson, Jr., filed a petition in this cause asking that he be made a party defendant in the same, whereby said John Palmer Smith declares himself to be an owner of an undivided one-third interest in the land known as "Fishingham", the subject of this suit.

5. That said John Palmer Smith claims said interest by virtue of an agreement dated April 12, 1957, by and between himself, David Williamson and Frank Trevor Hogg, now deceased, as purchasers, and J. Paul Brown, individually and as agent for Brown heirs, seller.

6. That as of this date no Order has been signed by the Court making said John Palmer Smith as party defendant.

7. That in view of the issue raised by the claim of said John Palmer Smith it will be necessary that the other parties to the agreement between said Smith and Brown be made party defendants to clear up the Cloud to said real estate known as "Fishingham".

8. That said Frank Trevor Hogg died testate on September 18, 1958, and under his last will and testament named Frank T. Hogg, Jr. as his executor, and that said Frank T. Hogg, Jr. has duly qualified and administered upon said decedent's estate.

9. That Mary C. D. Hogg is the sole residuary legatee under the will of Frank Trevor Hogg, deceased.

10. That Frank T. Hogg, Jr. and Mary C. D. Hogg are residents of Queen Anne's County, Maryland, and their post office addresses are Centreville, Maryland.

11. That David Williamson is a resident of Queen Anne's County, Maryland, whose post office address is RFD, Chestertown, Maryland.

WHEREFORE, your petitioners pray:

1. That the name of Ester Clark be amended to the name of Esther Clark Lynch.

2. That Clara M. Clark, widow, Joseph Peirce Clark, Jr. and Jean Clark, his wife, be made party defendants to this cause.

3. That John Palmer Smith, David Williamson, Frank T. Hogg, Jr., Executor of the estate of Frank Trevor Hogg, deceased, and Mary C. D. Hogg be made party defendants in this cause.

And as in duty bound, etc.

Thomas Clark

Rachel A Clowes Jr

Attorneys for Plaintiffs

Filed Nov. 12. 1963

ROBERT W. BROWN et.al.	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNES' COUNTY
VS.	:	NO. 4580 CHY.
23/ KATHERINE S. HASTINGS et.al.	:	

ORDER OF COURT

Upon the aforegoing petition it is this 15th day of November, 1963,

ORDERED AND DECREED by the Circuit Court for Queen Annes' County, in Equity:

(1)- That the Plaintiffs be and they are hereby authorized to amend the original Bill of Complaint filed in this cause by interlineation in the following manner:

a. Correct the misnomer of the defendant, Ester Clark, to read, Esther Clark Lynch;

b. Substitute by adding the names of Clara M. Clark, widow; Joseph Peirce Clark, Jr. and Jean Clark, his wife, as new party defendants in lieu of Pierre Clark also known as Peirce Clark, deceased defendant;

c. Add the name of John Palmer Smith as a new party defendant.

d. Add the names of David Williamson, and Frank T. Hogg, Jr., Executor of the Estate of Frank Trevor Hogg, deceased, and Mary C.D.Hogg, as party defendants.

(2)- That the Clerk of this Court forthwith issue process in accordance with Md. Rule 103 to be served pursuant to Md. Rule 104 in respect to all resident defendants above mentioned including the service of a copy of all previous pleadings in this suit. The Clerk is further directed to forthwith issue process by publication against all non-resident defendants above mentioned in accordance with Md. Rule 105. The process issued under any of the aforesaid Md. Rules shall require the subject defendants to appear and defend this action within a time limited therefor.

Filed Nov. 19. 1963

JUDGE.

2/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

December Return Day

File No. 4580

Docket T.S.P.#2, folio 327

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

TO: David Williamson
Chestertown, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Centreville, Maryland, Dorothy H. Brown, single, Wyoming, Delaware, Katherine B. Lee and Lewis Lee, her husband, Annapolis, Maryland, and Miriam B. Wilkins and Richard Wilkins, her husband, Swarthmore, Pennsylvania,

Issued the 19th. day of November 19 63

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Centreville, Maryland
Phone: 392 Centreville
NAME: Vachel A. Downes, Jr.
ADDRESS: 115 Lawyer's Row
Centreville, Maryland
Phone: 489 Centreville

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 17, 19 63 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1963

Summons served and copy of Summons, Bill of Complaint, Answer, Petition, Petition to Add New Parties and Order of Court left with David Williamson this 21st day of November, 1963.

Joseph L. Chaney
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

25

EQUITY SUMMONS:

December Return Day

File No. 4580

Docket T.S.P. No. 2, fol. 327

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

TO: Frank T. Hogg, Jr., Executor of the Estate of Frank Trevor Hogg, deceased, Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Centreville, Maryland, Dorothy H. Brown, single, Wyoming, Delaware, Katherine B. Lee and Lewis Lee, her husband, Annapolis, Maryland, and Miriam B. Wilkins and Richard Wilkins, her husband, Swarthmore, Pennsylvania,

Issued the 19th. day of November 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street, Centreville, Maryland, Phone: 392 Centreville

NAME: Vachel A. Downes, Jr.
ADDRESS: 115 Lawyer's Row, Centreville, Maryland, Phone: 489 Centreville

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 17, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1963

LIBER 1 PAGE 109

Summons served and copy of Summons, Bill of Complaint, Answer, Petition, Petition to Add New Parties and Order of Court left with Frank Hogg Jr. this 20th day of November, 1963.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

26

December Return Day

File No. 4580

Docket T.S.P. #2, fol. 327

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

TO: Mary C. D. Hogg
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____ December, next, to answer an action at the suit of

Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Centreville, Maryland, Dorothy H. Brown, single, Wyoming, Delaware, Katherine B. Lee and Lewis Lee, her husband, Annapolis, Maryland, and Miriam B. Wilkins and Richard Wilkins, her husband, Swarthmore, Pennsylvania,

Issued the 19th. day of November 19 63

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street, Centreville, Maryland, Phone: 392 Centreville

NAME: Vachel A. Downes, Jr.
ADDRESS: 115 Lawyer's Row, Centreville, Maryland, Phone: 489 Centreville

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 17, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1963

Summons served and copy of Summons, Bill of Complaint, Answer, Petition, Petition to Add New Parties and Order of Court left with Mary C. D. Hogg this 20th day of November, 1963.

Joseph S. Bruntz
Sheriff of Queen Anne's County

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

(of)

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street, Centreville, Maryland
Phone: 392 Centreville

NAME: Vachel A. Downes, Jr.
ADDRESS: 115 Lawyer's Row, Centreville, Maryland
Phone: 489 Centreville

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 17, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1963

LAW OFFICES
RONEY & FOCKLER
CECIL FEDERAL BUILDING
125 NORTH STREET
ELKTON, MARYLAND

December 2, 1963

Mr. Charles W. Cecil, Clerk
Circuit Court for Queen Annes County
Centerville,
Maryland

Dear Mr. Cecil:

Please file the enclosed Answer in Equity No. 4580 and enter my appearance for Clara M. Clark, Joseph Pierce Clark, Jr. and Jean Clark his wife.

Yours very truly,

J. Albert Roney, Jr.

J. Albert Roney, Jr.

JAR/ckr
Encl.

LIBER 1 PAGE 111

Summons served and copy of Summons, Bill of Complaint, Answer, Petition, Petition to Add New Parties and Order of Court left with Mary C. D. Hogg this 20th day of November, 1963

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

27 **EQUITY SUMMONS:**

December Return Day

File No. 4580

Docket T.S.P.#2, fol. 327

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

TO: John Palmer Smith
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____ December, next, to answer an action at the suit of Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Centreville, Maryland, Dorothy H. Brown, single, Wyoming, Delaware, Katherine B. Lee and Lewis Lee, her husband, Annapolis, Maryland; and Miriam B. Wilkins and Richard Wilkins, her husband, Swarthmore, Pennsylvania,

Issued the 19th. day of November 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Centreville, Maryland
Phone: 392 Centreville

NAME: Vachel A. Downes, Jr.
ADDRESS: 115 Lawyer's Row
Centreville, Maryland
Phone: 489 Centreville

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 17, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21, 1963

28

ROBERT W. BROWN & BEATRICE W. BROWN, his wife, et al	:	
Vs.	:	IN THE CIRCUIT COURT
KATHERINE S. HASTINGS, The Unknown Heirs, Executors and Administrators of Ida Clark Betson, CLARA M. CLARK Widow, JOSEPH PIERCE CLARK, JR. and JEAN CLARK, his wife, et al	:	FOR QUEENS ANNES COUNTY IN EQUITY NO. 4580

* * * * * *
A N S W E R
* * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Clara M. Clark, Widow, Joseph Pierce Clark, Jr. and Jean Clark, his wife, et al, by J. Albert Roney, Jr., their Attorney, to the Bill of Complaint, respectfully shows:

1.

That your Respondent, Clara M. Clark is the widow of Pierce Clark, originally designated as a Defendant in this proceeding under the title of Pierre Clark, and that her address is 26235 Warren Road, Dearborne, Michigan; and that your Respondent, Joseph Pierce Clark, Jr. is the son of the said Pierce Clark who died, intestate, and that the said Joseph P. Clark, Jr. is married to Jean Clark, and their address is 13624 Thornton Street, Detroit, Michigan.

2.

That these Respondents, Clara M. Clark, widow, and Joseph P. Clark, Jr., claim an interest in the property which is the subject of this proceeding by virtue of the fact that the said Pierce Clark was the son of Ida Clark Betson, widow of George W. Betson, Jr., who died in 1918, intestate, as setforth in said Bill of Complaint, and that the said Ida C. Betson died intestate in August of 1937, leaving surviving her as her only heirs at law the said Pierce Clark, her son, and Esther Clark (now Esther Clark Lynch) a daughter.

3.

That these Respondents neither admit nor deny any of the other allegations of the said Bill of Complaint, as amended, for the reason that they are without knowledge thereof.

Having fully answered said Bill of Complaint, these Respondents pray that their rights and interests in the subject matter of this proceeding be fully protected.

AND AS IN DOUTY BOUND, ETC.

J. Albert Roney, Jr.

J. Albert Roney, Jr., Esquire,
Solicitor for Clara M. Clark, Widow,
Joseph Pierce Clark, Jr. & Jean Clark,
his wife,
125 North Street, Elkton, Maryland
Phone EX 8-3030

THIS is to Certify that on this 2nd day of December, 1963, I have mailed a copy of the within Answer of Clara M. Clark, et al, to J. Thomas Clark, 114 N. Commerce Street, Centerville, Maryland, and H. A. Downs, Jr., 115 Lawyers Row, Centerville, Maryland, Attorneys for Plaintiff.

J. Albert Roney, Jr.

J. Albert Roney, Jr.

Filed Dec. 4. 1963

29

ROBERT W. BROWN, et. al.

vs.

KATHERINE S. HASTINGS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4580

ORDER OF COURT

The aforegoing petition having been read and considered, and it appearing that the Defendants, Katherine S. Hastings, the unknown children and descendants of children and their heirs of Robert Carlton Cook 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, being the defendants, have been duly summoned and failed to appear, either in person or by solicitor to the Bill of Complaint filed herein, It is Thereupon, this 5 day of December, 1963, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED ORDERED AND DECREED that the Plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be, and the same is hereby taken PRO CONFESSO against the Defendants, Katherine S. Hastings, the unknown children and descendants of children and their heirs of Robert Carlton Cook 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; 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 against those Defendants whom this Decree Pro Confesso is granted.

JUDGE

Filed Dec. 5, 1963

30

ROBERT W. BROWN and BEATRICE W. BROWN, his wife, et al Plaintiffs	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	In Equity No. 4580
KATHERINE S. HASTINGS, et al Defendants	*	

* * * * * * * * * * *

CROSS-BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That on April 12, 1957, John Palmer Smith, David Williamson, and the late Frank Trevor Hogg, deceased, entered into an agreement with J. Paul Brown, one of the owners of Fishingham, individually and as agent for all of the heirs and owners of said farm, by which said agreement the aforesaid J. Paul Brown, individually and as agent for all of the heirs as aforesaid, agreed to sell said farm to David Williamson, the late Frank Trevor Hogg, and John Palmer Smith, at and for the sum of Forty-two Thousand Dollars ($42,000.00) net to said heirs. Said agreement was reduced to writing and duly recorded in Liber T.S.P., No. 34, folio 215, a Land Record Book for Queen Anne's County, on April 29, 1957, a certified copy of which is attached hereto as a part hereof and marked Defendant's Exhibit "1".

2. Thereafter in the month of April, 1957, Howard Wood, Esquire, attorney for the owners of said property, prepared a Contract of Sale in accordance with the aforesaid memorandum, but the owners refused and still refuse to execute said Contract of Sale or take any other steps necessary to consummate said sale and transfer of title.

3. That the said John Palmer Smith, David Williamson, and Frank T. Hogg, Jr., as Executor of the Estate of Frank Trevor Hogg, deceased, and Mary C. D. Hogg, as residuary legatee under the Last Will and Testament of Frank Trevor Hogg, are and have been prepared to pay the purchase price as agreed and consummate the transaction.

TO THE END, THEREFORE:

a. That the aforesaid Agreement of Sale may be specifically enforced and the said Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Dorothy H. Brown, single, Katherine B. Lee and Lewis Lee, her husband, and Miriam B. Wilkins and Richard Wilkins, her husband, may be decreed to convey unto your Orators the property known as "Fishingham," which is the subject of this litigation, in accordance with said Agreement of Sale upon payment of the purchase money as agreed.

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

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 796

AND as in duty bound, etc.

James E. Thompson, Jr.
Attorney for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a copy of the aforegoing Cross-Bill of Complaint upon Vachel A. Downes, Jr., Attorney for the Plaintiffs, by leaving a copy of the same at his law office, 115 Lawyers Row, Centreville, Maryland, this 13 day of Dec, 1963.

I HEREBY CERTIFY that I served a copy of the aforegoing Cross-Bill of Complaint upon J. Thomas Clark, Attorney for the Plaintiffs, by leaving a copy of the same at his law office, 114 North Commerce Street, Centreville, Maryland, this 13 day of Dec, 1963.

Filed Dec 13, 1963

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 796

31

ROBERT W. BROWN and	*	IN THE CIRCUIT COURT FOR
BEATRICE W. BROWN, his wife,	*	
et al	*	QUEEN ANNE'S COUNTY
Plaintiffs	*	
	*	
vs.	*	In Equity No. 4580
	*	
KATHERINE S. HASTINGS,	*	
et al	*	
Defendants	*	

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Palmer Smith, Frank T. Hogg, Jr., Executor of the Estate of Frank Trevor Hogg, deceased, Mary C. D. Hogg and David Williamson, by James E. Thompson, Jr., their attorney, to the Bill of Complaint, respectfully shows:

1. That on April 12, 1957, John Palmer Smith, David Williamson, and the late Frank Trevor Hogg, deceased, entered into an agreement with J. Paul Brown, one of the owners of Fishingham, individually and as agent for all of the heirs and owners of said farm, by which said agreement the aforesaid J. Paul Brown, individually and as agent for all of the heirs as aforesaid, agreed to sell said farm to David Williamson, the late Frank Trevor Hogg, and John Palmer Smith, at and for the sum of Forty-two Thousand Dollars ($42,000.00) net to said heirs. Said agreement was reduced to writing and duly recorded in Liber T.S.P., No. 34, folio 215, a Land Record Book for Queen Anne's County, on April 29, 1957, a certified copy of which is attached hereto as a part hereof and marked Defendant's Exhibit "1".

2. Thereafter in the month of April, 1957, Howard Wood, Esquire, attorney for the owners of said property, prepared a Contract of Sale in accordance with the aforesaid memorandum, but the owners refused and still refuse to execute said Contract of Sale or take any other steps necessary to consummate said sale and transfer of title.

3. That the said John Palmer Smith, David Williamson, and Frank T. Hogg, Jr., as Executor of the Estate of Frank Trevor Hogg, deceased, and Mary C. D. Hogg, as residuary legatee under the Last Will and Testament of Frank Trevor Hogg, are and have been prepared to pay the purchase price as agreed and consummate the transaction.

4. That these Defendants neither admit nor deny any of the other allegations of said Bill of Complaint for the reason that they are without knowledge thereof.

WHEREFORE, your Petitioners pray this Honorable Court:

a. Pass an order declaring them to be the equitable owners of said property known as "Fishingham", which is the subject of this litigation

b. That your Defendants may have such other and further relief as their case require

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 796

AND as in duty bound, etc.

James E. Thompson, Jr.
Attorney for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a copy of the aforegoing Cross-Bill of Complaint upon Vachel A. Downes, Jr., Attorney for the Plaintiffs, by leaving a copy of the same at his law office 115 Lawyers Row, Centreville, Maryland, this 13 day of Dec, 1963.

James E. Thompson, Jr.
Attorney for Defendants

I HEREBY CERTIFY that I served a copy of the aforegoing Cross-Bill of Complaint upon J. Thomas Clark, Attorney for the Plaintiffs, by leaving a copy of the same at his law office 114 North Commerce Street, Centreville, Maryland, this 13 day of Dec, 1963.

James E. Thompson, Jr.
Attorney for Defendants

Filed Dec. 13, 1963

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 796

LIBER 1 PAGE 119

#39,013

Telephone No. 350

LIBER 34 PAGE 215

RECEIVED FOR RECORD April 29 1957

JOHN PALMER SMITH
Attorney at Law
CENTREVILLE, MARYLAND

Defendant's Exhibit No. 1

April 12th, 1957.

MEMO:-

This is to certify, that the heirs at law of Joseph and Sadie Brown have agreed to sell the farm known as "Fishingham" near Centreville on the Ruthsburg Road to David Williamson, Frank Trevor Hogg and John Palmer Smith for Forty-two Thousand Dollars ($42,000.00) net to heirs, for which a formal contract of sale is to be executed by all parties in interest.

J. Paul Brown agt.
Agent for Heirs.

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. 34, folio 215, a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 13th day of December, in the year nineteen hundred and sixty three.

Charles W. Cecil
Clerk

Filed Dec. 13, 1963

32

ROBERT W. BROWN, et. al.

vs.

KATHERINE S. HASTINGS, et. al.

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

NO. 4580

DEMURRER TO CROSS BILL OF COMPLAINT

Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Dorothy H. Brown, single, Katherine B. Lee and Lewis Lee, her husband, Miriam B. Wilkins and Richard Wilkins, her husband, Plaintiffs, by J. Thomas Clark and Vachel A. Downes, Jr., their attorneys, demur to the whole cross bill and for grounds of demurrer, say:

(1) Because more than three years have elapsed since the matters complained of, in that the agreement which is the basis of the cross-parties suit bears date of April 12, 1957 and is not under seal.

(2) That the cross complaintants have shown no circumstances in the cross bill which would excuse their delay or prevent the operation of the doctrine of laches.

(3) And for other reasons to be shown at the hearing on this demurrer.

And as in duty bound, etc.

J. Thomas Clark

Vachel A. Downes, Jr.
Attorneys for Plaintiffs

I hereby certify that I let the copy of the aforegoing demurrer at the office of James E. Thompson, Jr., Lawyers Row, this 17th day of December, 1963.

Attorney for Plaintiffs

Filed Dec. 18, 1963

In the Circuit Court for Queen Anne's County

No. _____ Term, 19 ___

Brown

vs.

Hastings

Mr. Charles W Cecil Clerk.

Issue Writ of Subpoena to the Sheriff

of Queen Anne Co for _____

Robert W. Brown to appear Dec 23, +27 1963 at 10 A M at the office of J Thos Clark atty, 114 W Commerce St Centreville, Md before B Hackett Turner, Examiner

to testify for Plaintiff

in the above entitled case.

J Thomas Clark

Attorney for Plaintiff

Filed 23 day of Dec 1963

Charles W Cecil, Clerk

No. 1580 Chancery

Robert W. Brown et al

vs.

Katherine S. Hastings, et al

State of Maryland

To Robert W. Brown

at Law

You are hereby commanded to be and appear ~~before the Circuit Court for Queen Anne's County, Centreville, Maryland~~ Office of J. Thomas Clark Atty. 114 Commerce St. Centreville, Md. on the 26th & 27th day of December 1963, @ 10:00 clock A.M., before B. Hackett Turner, Examiner to testify for the

Plaintiff

in the above entitled case.

Issued this 23rd day of December, 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Charles W. Cecil Clerk

Attorney for Plaintiff
J. Thomas Clark
114 Commerce St.
Centreville, Md.

Filed Dec. 24, 1963

33

ROBERT W. BROWN, et. al.

vs.

KATHERINE S. HASTINGS, et. al.

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

NO. 4580

PLAINTIFFS MEMORANDUM BRIEF ON DEMURRER

(1) Defense of limitations or laches may be raised in equity on demurrer. Rettalita v Sullivan, 208 Md. p 621.

(2) In Maryland it is settled that limitations may be raised on demurrer in equity, and the statute applicable to actions at law will be followed by analogy.
In Maryland the statute of limitations on the unsealed paper writing which forms the basis of the Cross Plaintiff Suit is three (3) years. Art. 57, Sec. 1, 1957 Annotated Code of Maryland.

(3) Laches may be raised by Demurrer where the bill on its face shows both lapse of time and circumstances as suggest prejudice or acquiescence and call for explanation. Clarke v. Brunk, 189 Md. 353. In the Clarke case which was a suit for specific performance under an option under seal but not acknowledged bearing date December 1, 1941, recorded September 22, 1942 and suit filed February 20, 1947 wherein the Defendants demurrer was sustained without leave to amend--the court said at page 362 "Ordinarily the defense of laches involves not mere lapse of time (short of the period of limitations) but also some prejudice to the Defendant and must be made by answer showing such facts. If, however, the bill on its face shows both lapse of time and prejudice as such lapse of time and circumstances as suggest prejudice or acquiescense and call for an explanation--or in a specific performance case shows the Plaintiff not to have been prompt and eager--the bill is demurrable xxx Here we think the bill on its face shows laches, if not abandonment of the contract in the Plaintiffs part so far as specific performance is concerned.

In the case of Boggs v Dundalk Realty Company-132 Md. p 481-where party permits more than three (3) years (November 25, 1913, when cause of action arose, and suit filed December 18, 1916) to pass before he attempts to enforce his rights and no explanation is offered for the delay and in the absence of any attempt to account for the inaction during this period, the court held that a clear case of laches is apparent on the face of the petition. See also Dorsey v Stone-157Md. p 223.

In the case of McKenney v McKenney-214 Maryland p 406-the court said-"The Doctrine of Laches is based upon the ground of public policy, which requires the discouragement of stale demands. Equity considers that deliberate delay or gross negligence constitutes are implied waiver arising from a knowledge of the conditions and an acquiescence in them".

In the case of Kenny v peregoy-196 Md. p 639-the court said-"That in equity a presumption exists against every stale claim, because as a general rule persons who have a right and know they have it

are prompt to assert it and there must be circumstances exercising or explaining the delay". Conscience, good faith and reasonable diligence are always required in a court equity to justify its interposition. Where they are wanting the court is passive. Laches and neglect are always disconntenanced and the court further said-"Courts of equity will not grant relief to a claimant who has slept in his rights for an unreasonable and unexplained length of time, thereby suffering his claim to become stale and causing prejudice to an adverse party. Such manifest neglect constitutes an implied waiver from a knowledge of the conditions and an acquiescence in them-see also Noble v Turner-69 Md. p 527.

Respectfully Submitted

Attorney

Plaintiffs

Filed Dec. 20, 1963

34/

KATHERINE S. HASTINGS ET.AL., COUNTER-PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE"S COUNTY
VS	:	IN EQUITY
ROBERT W. BROWN, ET.AL., COUNTER-DEFENDANTS	:	NO. 4580
	:	

MEMORANDUM OPINION

The counter-defendants having demurred to the counter-claim, the sufficiency of that pleading is now before the court for determination.

The counter-bill alleges in substance that some of the original defendants; the counter-plaintiffs and their testator; entered into a valid contract in writing with some of the counter-defendants for the purchase of "Fishingham", the subject 141 acre-farm, on April 12th,1957, for the purchase price of $42,000; that thereafter in April, 1957, the counter-defendants refused to execute a contract prepared in accordance with the written memorandum dated April 12th,1957 and that the counter-plaintiffs and their testator are and have been ready to consumate said sale and transaction but the counter-defendants refused to do so in April,1957. The counter-bill prays specific performance of the written memorandum of sale and for general relief. The grounds set forth in demurrer are:(1) that more than three years have elapsed since the memorandum was signed; and (2) no excuse for the delay is set forth in the counter-bill which would prevent application of the doctrine of laches.

Md. Rule 345 1.b. and 373 b., require the grounds for demurrer to be set forth in detail. Under these Rules, the court is limited to consideration of the grounds set forth in the demurrer. Balto. Co. v. Glendale Corp. 219 Md.465; Ashman v. Commercial Ins. Co.,219 Md. 270. In passing upon the demurrer to the counter-bill, the court is further limited to matters appearing on the face of the bill and included therein

by reference. Those matters not affirmatively appearing on the face of the pleading are required to be taken advantage of by answer. See M.L.E. Vol.18, title 'Pleading', parg.89; Vol.9, title'Equity' parg.152, The defense of both the statute of limitations and laches may be raised in equity by demurrer where such defenses affirmatively appear on the face of the pleading. See Grandberg v. Bernard, 184 Md. 608, 613 (limitations); and McKenny v. McKenny, 214 Md.397,407; M.L.E. Vol.9, parg.152 (laches). The question here presented therefore is whether the facts alleged in the counter-bill show on their face a claim for specific performance which is subject to the defense of limitations or laches. The statute of limitations is applied in equity only where the remedy sought is analogous to a concurrent remedy conizable at law. Where the statute of limitations prescribes a time within which legal action must be instituted, equity will follow the law and bar the action if not brought within the time limited where the memedy sought in equity is comparable to a remedy recognized by law. In Grandberg v. Bernard,184 Md.608, the court speaking on this point, said at p.611: "If this were not so (as in an action of account) a litigant could circumvent the statute by by-passing the law courts and bring his case in equity"; in brackets supplied. However, it is a well recognized equitable principle,in respect to equity rights, that unless the statute of limitations is applicable by analogy mere delay will not bar the prosecution of a right unless the delay works a disadvantage or prejudice to the party against whom relief is sought. See p.611 of the Grandberg case; also M.L.E. Vol.9, pargs.71,75,76 and 78 and Md. cases there cited. It is clear from the above cited authorities that the settled law of this state requires that a bill in equity must show on it's face either that the remedy applied for discloses a cause of action cognizable at law for which the time prescribed for bringing the action has expired under the statute of limitations or that unreasonable time has elapsed resulting in prejudice to the defendants to be demurrable on the grounds of limitations or laches. This rule in respect to laches,

however, is dealing with equitable rights as opposed to equitable privileges which is granted only in the sound discretion of a court of equity. It is the later catagory into which the subject counter-bill for specific performance falls.

It further appears in the light of the rule whereby the statute is applied in equity only where the remedy sought is analogous to a remedy cognizable at law that it cannot be applied to a suit in equity for specific performance. Such form of remedy is peculiar to equity and is not analogous to any similar relief afforded by a court of law. See Adamstown Canning & Supply Co. v. B. & O. Ry. Co. 137 Md.199,210; M.L.E. Vol.20; title"Specific Performance", parg.81. Specific performance of a contract in equity is not a matter of absolute right but rests in the sound discretion of the court. See M.L.E. Vol.20, title"Specific Performance, parg.5 and cases cited. It appears from the language employed in the text of M.L.E. Vol.20, title aforesaid; parg.82, that promptness in the assertion of a claim for specific performance is a pre-requisite to the granting of the remedy, irrespective of prejudice to the defendant, and that unreasonable delay without justifiable excuse is sufficient to bar the action. In applying this rule in sustaining a demurrer to a bill in equity, where there was no allegation of prejudice to the defendant but only insufficient excuse for not bringing the suit within a period of three (3) years and six (6) months after the right to sue accrued, the court in Suburban Realty Co. v. Hoerner,198 Md. 259 said at p.264, 265,-

"An application for specific performance is addressed to the discretion of the court, and a decree for such relief is not a matter of right, ex debito justitiae,but rests in the sound discretion of the court. It is never granted unless justice so required; and such relief will not be granted unless the party seeking it comes promptly and as soon as the nature of the case will permit. He cannot call upon the court unless he has shown himself ready and desirous, prompt and eager. Equity Procedure, Miller, secs.656, 661 (emphasis supplied).

In Doering v. Fields, 187 Md.484,489, 50 A.2d.553,554, it is said: "The doctrine is fundamental that a party seeking the remedy of specific performance, and also the party who desires to maintain an objection founded upon the other's laches, must show himself to have been 'ready, desirous,prompt,and eager'. If the vendee has not unduly delayed,

if the vendor is not hurt, then the decree will be granted. But if these elements do not appear, the equity court will decline to interfere and will leave the parties to their legal remedies.' ----------
From the allegations of the amended and supplemental bill of complaint, the plaintiff was tardy in this case. It appears on the face of the bill. The bill is demurrable. Clarke v. Brunk, 189 Md.353, 55 A.2d.919."

Miller on Equity Procedure; parg.661, titled 'Laches on the Part of the Plaintiff' sets forth:-
"Specific performance is relief which will not be granted unless the party seeking it comes promptly, and as soon as the nature of the case will permit; he cannot call upon the court unless he has shown himself ready and desirous,prompt and eager. The delay of either party to a contract in not performing it's terms on his part, or in not prosecuting his right to the interference of the court by the institution of an action, or in not diligently prosecuting his action when instituted,may constitute such laches as will disentitle him to the aid of the court, and so amount,for the purpose of specific performance, to an abandonment on his part of the contract."

The counter-bill in the instant suit sets forth that the written memorandum to sell the subject farm to the counter-plaintiff was executed by some of the counter-defendants more than six and one-half (6½) years prior to the filing of this suit for specific performance; that within a month after the memorandum was signed the counter-defendants refused to honor the contract and that the counter-plaintiffs have been prepared to pay the purchase price and consumate the sale since April,1957.

It appears from the face of the bill as now framed, that the counter-plaintiffs have not acted promptly and eagerly, but have unduly delayed the institution of suit for specific performance by deferring the suit for six and one-half (6½) years after their rights to sue accrued. There is no explanation that the delay was not wilful or that it occurred under circumstances which would constitute a justified excuse therefor. Applying the rule of prompt and eager action required in specific performance suits to the facts here alleged, the court finds that it appears from the face of the counter-bill that the counter-plaintiffs have abanded the contract.

JUDGE.

Filed Dec. 30, 1963

O R D E R

In conformity with the aforegoing memorandum opinion, it is this 27th day of December, 1963, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the demurrer to the counter-claim be and the same is hereby sustained, with leave granted the counter-plaintiffs to file an amended counter-claim within ten days from the date of this order.

JUDGE.

Filed Dec. 30, 1963

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ROBERT W. BROWN, et. al.

vs.

KATHERINE S. HASTINGS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4580

DEPOSITIONS

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, one of the solicitors for the complainants, did, at the office of J. Thomas Clark, 114 N. Commerce Street, Centreville, Maryland, on Friday, December 27, 1963, at 10:00 o'clock A.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 irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings. J. Albert Roney, Jr., Attorney, 125 North Street, Elkton, Maryland, and James B. Thompson, Jr., Attorney, Centreville, Maryland, they being Attorneys for those Respondants who had filed their several answers in this cause, were duly notified of the taking of the depositions by the undersigned more than five days prior to the taking of the same by written notice forwarded to each of them by U. S. Mail prepaid on December 17, 1963, copies of which notices are filed herewith and marked "Examiners exhibit A and B".

B. Hackett Turner

B. Hackett Turner
Examiner

Filed Jan. 8. 1964

Harry C. Rhodes, upon being sworn, did depose and say:

Questions by the Examiner

Q. State your name, age, residence and occupation.
A. Harry C. Rhodes; 49; Queenstown, Maryland; Superintendent of Schools for Queen Anne's County.

Q. Is there any prior litigation now pending in this cause?
A. No.

Questions by Mr. Clark

Q. Mr. Rhodes, will you state whether or not you, on behalf of the School Board, negotiated for the purchase of the farm known as Fishingham situate in the Third Election District of Queen Anne's County on the northeast side of the public road leading from Centreville to Ruthsburg?
A. Yes.

Q. With whom did you conduct these negotiations?
A. Mr. J. Paul Brown, Robert W. Brown, Dorothy H. Brown, Mrs. Miriam B. Wilkins and Mrs. Katherine B. Lee.

Q. Will you state whether or not these negotiations finally accumulated in the drafting and executing of a written contract of sale of these premises?
A. Yes.

Q. I hand you a paper writing and ask you to identify it.
A. This is the contract of sale we entered into.

Q. Between whom?
A. J. Paul Brown, Robert W. Brown, Beatrice W. Brown, Dorothy H. Brown, Katherine B. Lee, Lewis Lee, Miriam B. Wilkins and Richard Wilkins.

Q. What is the date of the contract?
A. The contract is dated May 11, 1963.

Q. The contract was executed by the Browns and who else?
A. The Board of Education of Queen Anne's County with Emmett Sylvester as President and myself as Secretary.

Q. Is that an executed copy of that contract?
A. Yes.

Mr. Clark offered into evidence said contract of sale to be marked Exhibit 1 in this testimony.

Q. Will you state whether or not you have had the Land Records seached to this property?
A. Yes.

Q. Will you state whether or not the title to this property was acceptable to you and the Board of Education under the terms of the contract of May 11, 1963?
A. It was not acceptable to the Board of Education.

Q. Can you state whether or not it was necessary to institute this suit to remove the cloud from the title?
A. Yes.

Q. Who conducted the title search on your behalf?
A. Mr. Vachel A. Downes, Jr., Attorney, Centreville, Maryland.

Q. Will you state whether or not you have had occasion to have the farm known as Fishingham surveyed since the date of execution of this contract?
A. Yes.

Q. Who did you so employ?
A. Mr. William Elloitt of Chestertown, Maryland.

Q. Is he a registered engineer and surveyor?
A. Yes.

Q. Has the survey been completed?
A. Yes.

Q. What was the purpose of the Board of Education purchasing this tract?
A. The purpose was to construct the Comprehensive County Senior High School, which will have an enrollment of approximately 1,200.

Q. Will the improvements constructed on this tract of land be very extensive?
A. Yes.

Q. Are you buying the entire tract known as Fishingham?
A. Yes.

Q. What was the purchase price under the terms of the contract?
A. $60,000.00

Raymond B. Rawlings, upon being sworn, did depose and say:

Question by Examiner:
Q. State your name, age, residence and occupation.
A. Raymond B. Rawlings; 78, Greensboro, Maryland; retired Funeral Director.

Questions by Mr. Clark:
Q. Will you state whether or not you have ever known of Mrs. Dr. Betson, who lived in the town of Greensboro?
A. Yes. I knew her.

Q. Was she ever known as Annie V. Betson?
A. Yes.

Q. When did Mrs. Annie V. Betson die? Approximately.
A. During the 1920's.

Q. At the time of her death, approximately how old was she?
A. She was in her 70's.

Q. To whom was she married?
A. Dr. George Betson.

Q. Did Dr. George Betson predecease his wife?
A. Yes.

Q. How many children were born as a result of this marriage?
A. Two boys and one girl.

Q. Will you please identify them?
A. Howard, the oldest; Anna, the second child, who was never married; and George, the youngest.

Q. Was Howard ever married?
A. No.

Q. Is he dead?
A. Yes. He died around 1909.

Q. When did George Betson, Jr. die?
A. A number of years ago.

Q. Did he have any children?
A. None of his own. He had a step child by his marriage to Ida Clark.

Q. When did Anna Betson die?
A. Last year. 1962.

Q. Do you know whether she had a will?
A. Yes.

Q. She was never married?
A. No.

Q. Is Ida Clark Betson still living?
A. She is dead.

Q. How long ago?
A. She moved away after George died, which was over 20 years ago and I think she is dead.

Q. Did Howard Betson die without a will?
A. Yes. He was a minor.

Q. Did Dr. George Betson, Jr. have a will?
A. I don't think he had one. He didn't have an estate as far as I know.

Q. Do you know whether or not Dr. George Betson, Jr.'s wife, Ida Clark Betson, has any children or descendants of children who survive her?
A. I never heard of any.

Q. Did you know any Cook's in Queen Anne's County?
A. No.

Q. Would you say that in 1928, at the time that Annie V. Betson died, and the Trustees of the Methodist Episcopal Church at Centreville, Maryland, made a grant by deed of property concerned in this suit, whether or not she had any children who survived her?
A. No. Except Anna Betson, who was her daughter.

William H. Elloitt, upon being sworn, did depose and say:

Question by the Examiner:
Q. State your name, age, residence and occupation.
A. William H. Elloitt; age 55; residence Chestertown, Maryland; occupation Architect and Professional Engineer and Surveyor.

Q. Are you a registered engineer?
A. I am a Registered Professional Engineer and Land Surveyor. Number 486 is my registration number both as an engineer and surveyor.

Questions by Mr. Clark:
Q. Mr. Elloitt, are you familiar with the farm located near Centreville on the Centreville-Ruthsburg road known as Fishingham, now owned by the Brown heirs?
A. I am.

Q. Will you state whether or not you had occasion to make a survey of this land?
A. Yes. I made a survey for the School Board of Queen Anne's County.

Q. I hand you this plat dated July, 1963, and ask you to identify it.
A. This is the plat of survey that I made on the Brown farm.

Mr. Clark then offered into evidence said plat to be marked Exhibit 2 to this testimony.

Q. How many acres are there in this entire tract of land?
A. 137.067 acres, excluding the railroad right of way.

Q. I hand you this paper entitled "Certificate of Survey" dated July 29, 1963, and signed by William H. Elloitt and ask you to identify it.
A. Yes, this is my work.

Mr. Clark then offered into evidence said Certificate of Survey to be marked Exhibit 3 to this testimony.

Q. Is this a metes and bounds description of the survey of Fishingham?
A. It is.

Q. Is this the land that is embodied in the Contract of Sale between the Brown heirs and the Board of Education of Queen Anne's County on the contract dated May 11, 1963?
A. Yes.

The witness upon being sworn did depose and say:

Q. State your name and residence.
A. Anita Butler, Centreville, Maryland.

Q. Did you know Mr. Joseph K. Cook, owner of a farm known as Fishingham or Annie Cook, his wife?
A. No.

Q. Did you know his daughter, Katie E. Cook?
A. No.

Q. Did you know Robert Carlton Cook.
A. Yes.

Q. Are you related to him and if so, what is the relationship?
A. His mother and my mother were sisters.

Q. What was the relationship between Robert Carlton Cook and Katie E. Cook?
A. They were half brother and sister.

Q. Are you familiar with the terms of the will of Katie E. Cook, dated April 25, 1885, devising a life estate in the farm known as Fishingham to her brother Robert Carlton Cook, for his lifetime?
A. No. It was more than 80 years ago. I was just a small child when I saw him and he said he was going away and I never saw him again.

Q. You saw Robert Cook the day before he left Queen Anne's County?
A. I couldn't tell you just exactly the day. I was just a small child.

Q. Do you know or have any idea what year it was that Robert Cook left Queen Anne's County?
A. I don't have any idea.

Q. Do you have any idea who old you might have been?
A. I can't remember if I was going to school or not then.

Q. What year were you born in?
A. 1878.

Q. Who old a man was Robert Carlton Cook when you last saw him?
A. He was a young man. He was grown.

Q. Do you figure you were less than 10 years old?
A. Yes. I must have been.

Q. Then if you saw him for the last time before your tenth birthday, would it not be true that he left Queen Anne's County over 75 years ago?
A. Yes. It must have been.

Q. Do you know either personally or from information from other members of the family where Robert Carlton Cook went when he left Queen Anne's County.
A. No. His Aunt lived in Denver, the Perrys. He left on a trip to the mountains and he said he would come back to see them but he didn't.

Q. Do you know if any other members of the family ever saw Robert Carlton Cook after he left Queen Anne's County?
A. No.

Q. Do you know whether or not any other members of the family ever heard from Robert Carlton Cook after he left Queen Anne's County?
A. Yes. Mrs. McConnor, who is Mrs. George Aldridge's mother, had a letter from him sometime after he left Queen Anne's County saying that he would never be back and they would never know if he was living.

Q. In this letter did he indicate any dissatisfaction with the terms of the will of his sister, Katie Cook, and the disposition of the farm known as Fishingham?
A. That is what I had heard from Mrs. McConnor. That he was dissatisfied and that was why he would never come back.

Q. So far as you know and so far as you have heard from other members of the family, he decided to leave Queen Anne's County and completely separate himself from other members of the family?
A. That is what I have heard.

Q. The contact that Robert Carlton Cook had with the Perrys in Denver and the letter to Mrs. McConnor, do you believe that this was before 1900, to the best of your knowledge?
A. I really wouldn't like to say.

Q. Do you believe that the last contact anyone had of Robert Carlton Cook in this County or in his family has been over 50 years ago?
A. I really couldn't say. I know it has been many, many years ago.

Q. When Robert Carlton Cook left here, would you say that he was between 20 and 30 years old?
A. He may have been 20. I wouldn't say he was any more than that and he might have been less.

Q. Do you know whether or not he was married or single?
A. He was single.

Q. Do you know whether or not he married anyone subsequently?
A. No. I never heard.

Q. On this trip to Denver, was he accompanied by a wife to your knowledge?
A. No. Just some men.

Q. At the time of this Denver trip and the visit to the Perrys, do you have any knowledge of where he was residing at this time?
A. No.

Q. Have you heard from any source whether he was going to California?
A. No. I don't know where he went after he left here.

Q. By deed dated August 28, 1893, Robert Carlton Cook conveyed all of his life interest to Fishingham to Lemuel Dumbarcco. Do you have any knowledge of this transaction or have you heard about it?
A. I never heard anything about it until this suit

Q. This deed made by Robert Carlton Cook was acknowledged in Cook County, Illinois. Do you know whether or not Robert Carlton Cook resided in Chicago at any time?
A. No.

Q. You have no knowledge of the will of Katie E. Cook and the disposition of the farm known as Fishingham or the interest of Robert Carlton Cook in that farm?
A. No.

Q. Do you know whether or not Robert Carlton Cook had any children?
A. I never knew if he was married. I never heard of him having any children.

Q. If Robert Carlton Cook had had any contact with the relatives remaining in Queen Anne's County, do you believe you would have heard about it?
A. I imagine I would.

The witness upon being sworn did depose and say:

Question by the examiner:
Q. State your name, age, residence and occupation.
A. J. Paul Brown, 69, Centreville, Maryland, rural mail carrier and retired as of December 29, 1963.

Q. Is there any prior litigation now pending to the parties of this cause other than this suit?
A. No.

Questions by Mr. Clark:
Q. Who is the owner of the farm known as Fishingham, located in the Third Election District of Queen Anne's County, on the north side of the public road leading from Centreville to Ruthsburg?
A. The Brown heirs, Robert, Dorothy, Katherine, Miriam and myself.

Q. Please state the marital relationship at this time and if married, the names of the spouses.
A. Dorothy H. Brown is unmarried. J. Paul Brown is a widower. Katherine Lee is married to Lewis Lee, Miriam Wilkins is married to Richard Wilkins and Robert W. Brown is married to Beatrice Brown.

Q. I hand you this paper writing marked Exhibit #1 and ask you to identify it.
A. This is the Contract of Sale which my brother, sisters and myself and their respective spouses signed agreeing to sell Fishingham to the Board of Education of Queen Anne's County, Maryland.

Q. How long have you and your brother and sisters owned this farm?
A. Since 1954 on our mother's death when we inherited it from her.

Q. I hand you this paper writing marked Exhibit K to the Bill of Complaint and ask you to identify the same.
A. This is a certified copy of my mother's will in which my brother, sisters and myself inherited Fishingham from my mother.

Mr. Clark offered into evidence this certified copy of the Contract of Sale to be marked Exhibit #1 to this testimony. and the certified copy of Sarah Wilson Brown's will to be marked Exhibit #6.
Q. How long had your mother owned the farm known as Fishingham prior to her death in 1954?
A. She had owned it solely from the date of my father's death and prior to that my father and mother had owned it jointly since 1928.

Q. What was your father's name?
A. Joseph M. Brown.

Q. How did your parents acquire this farm in 1928?
A. At a public sale.

Q. From whom did they acquire this farm?
A. They purchased the farm from the estate of Lemuel Dumbracco and from William Mason Shehan acting under a power of attorney given him by Annie V. Betson and the Trustees of the Methodist Episcopal Church at Centreville.

Q. I hand you this paper writing marked Exhibit E to the Bill of Complaint and ask you to identify it.
A. This is a certified copy of the power of attorney dated April 12,

1928, under which William Mason Shehan sold the interest of Mrs. Betson and the Church to my parents.

Mr. Clark offered into evidence this certified copy of the power of attorney to be marked Exhibit #4 to this testimony.

Q. I hand you this paper writing marked Exhibit F to the Bill of Complaint and ask you to identify it.
A. This is a certified copy of a deed from Thomas J. Keating and H. B. W. Mitchell, administrators c.t.a. of Lemuel Dumbracco, deceased, and of William Mason Shehan, under a power of attorney, conveying Fishingham to Joseph M. Brown and Sarah E. Brown, his wife as tenants by the entireties, my mother and father, and the deed bears date of July 12, 1928.

Mr. Clark offered into evidence this certified copy of the deed to be marked Exhibit #5 to this testimony.

Q. After your mother and father bought the tract of land known as Fishingham, will you state whether or not they occupied the same.
A. Yes. They did.

Q. When did they occupy the same?
A. During the year 1928.

Q. How did they occupy the same?
A. On purchasing this place, they started renovation. The house was in very bad condition and they spent over $14,000.00 in renovation and repairs. The farm was surrounded by very tall hedge row and they had all that taken out and improved it by putting in fire fences and other things that were needed. They paid taxes each year and continued improvement on the same up until this year. It was in a rundown state of cultivation and they have improved it from year to year until it is in very good condition for a farm.

Q. Your father, when he moved upon this land, will you state whether or not he tilled the farm?
A. He did.

Q. What did he do with the products he grew upon the land?
A. He sold them. Grain and milk and other products, he sold to the market.

Q. What did he do with the rents and profits?
A. That was his livelihood. He kept them.

Q. Who paid the taxes?
A. He did.

Q. After your father's death, who did?
A. My mother paid them.

Q. And after your mother's death, who paid the taxes on the farm.
A. The Brown heirs.

Q. By the Brown heirs, do you mean the plaintiffs in this case?
A. Yes.

Q. After your father died, who tilled the farm then?
A. It was a tenant system. It was rented out under the usual landlord-tenant relationship that exists in Queen Anne's County, whereby the landlord furnishes half of the fertilizer and seeds and the tenant

furnishes the other half and the labor to harvest the same.

Q. During the landlord-tenant relationship, prior to your mother's death, who lived in the dwelling house located on the farm known as Fishingham?
A. My mother.

Q. During that period of time, who collected the landlord's share of the rents and profits?
A. My mother.

Q. Upon your mother's death, was there an administration upon her estate?
A. Yes.

Q. Was the tract of land known as Fishingham listed as an asset of her estate and owned by her at the time of her death in fee simple?
A. Yes.

Q. Will you state whether or not the State of Maryland inheritance taxes were paid on the clear value of the real estate known as Fishingham in the administration of your mother's estate?
A. They were.

Q. Since the death of your mother who has continued to occupy the tract of land known as Fishingham?
A. The Brown heirs, the plaintiffs in this suit.

Q. Do they still continue to occupy the same?
A. Yes.

Q. Will you state whether or not your mother and your father prior to their respective deaths occupied the tract of land known as Fishingham openly, adversely and notoriously to the whole wide world?
A. Yes. They did.

Q. Since the death of your mother in 1954, have you, your brother and sisters continued to occupy the tract of land known as Fishingham openly, adversely and notoriously as against the whole world?
A. Yes.

Q. Has anyone ever made a claim of interest adversely to that of your mother and father prior to their respective deaths to the tract of land known as Fishingham?
A. No.

Q. Has anyone ever made a claim to the tract of land known as Fishingham adversely to the interest of you, your brother and sisters since your mother's death?
A. Yes.

Q. By whom and when was this claim made?
A. It was made by some people by the name of Clark whose mother was married to one of the Betsons and it has been made since this suit was filed in the Court, not over two months ago.

Q. Has there been any claims by the Cook heirs to this property to your knowledge?
A. No.

Q. Is there anyother action now pending to quiet or remove the cloud to this title to this land?
A. No.

Q. Will you please state any additional facts showing your ownership to this land besides those to which you have testified and which concern your mother, father, you, your brother and sisters and which have occurred in the last 35 years.

A. We cut timber for fence posts and fire wood. We have been in the government lime program. My mother and father paid the taxes.

Q. Will you state whether or not you, your brother and sisters continue to openly, adversely and notoriously claim and occupy this farm as against the whole wide world?

A. We do.

Q. I hand you this plat marked Exhibit #3 entitled "Map Showing Property Belonging to Board of Education of Queen Anne's County near Centreville, Maryland," dated July, 1963, certified by William H. Elliott, Surveyor consisting of three parcels and ask you to identify the same.

A. This is the tract of land which my brother, my sisters and myself inherited from my mother and is the farm known as Fishingham, which is the subject of this suit, which was recently resurveyed by Mr. Elliott.

Robert W. Brown, upon being sworn, did depose and say:

Questions by the Examiner:

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

A. Robert W. Brown; age 64; Centreville, Maryland; Steel Worker.

Q. Is there any prior litigation now pending between the parties to this cause other than this present suit?

A. No.

Questions by Mr. Clark:

Q. Who is the owner of the farm known as Fishingham located in the Third Election District of Queen Anne's County on the north side of the public road leading from Centreville to Ruthsburg?

A. The present owners of Fishingham are myself; by brother, J. Paul Brown; and my sisters, Dorothy H. Brown, Katherine B. Lee and Miriam B. Wilkins.

Q. Please state their marital relationship at this time and if married, the names of their spouses.

A. My wife is Beatrice W. Brown, J. Paul Brown is a widower, Dorothy H. Brown has never been married, Katherine B. Lee is married to Lewis Lee and Miriam B. Wilkins is married to Richard Wilkins.

Q. I hand you this paper writing marked Exhibit #1 and ask you to identify it.

A. This is the contract of sale which my brother, sisters and myself and our husbands and wives signed assigning Fishingham to the Board of Education of Queen Anne's County.

Q. How long have you and your brother and sisters owned this farm?

A. Since my mother's death during the latter part of 1954, when we inherited it from her.

Q. I hand you this paper writing marked Exhibit K to the Bill of Complaint and ask you to identify the same.

A. This is a certified copy of my mother's will in which my brother, sisters and myself inherited the farm known as Fishingham from my mother, Sarah E. Brown.

Mr. Clark offered into evidence this certified copy of Sarah E. Brown's will to be marked Exhibit # 6 to this testimony.

Q. How long had your mother owned the farm known as Fishingham prior to her death in 1954.

A. My mother had owned Fishingham solely upon the death of my father, Joseph M. Brown, during the year 1945. Prior to that time my mother and father purchased Fishingham at a public sale from the estate of Lemuel Dumbracco and from William Mason Shehan acting under a power of attorney from the Annie V. Betson heirs and Annie V. Betson herself.

Q. I hand you a paper writing marked Exhibit E to the Bill of Complaint and ask you to identify it.

A. This is a certified copy of the power of attorney dated April 12, 1928, giving a power to sell their interest to William Mason Shehan in Fishingham and was given by Annie V. Betson and the Trustees of the Methodist Episcopal Church at Centreville, Maryland.

Mr. Clark offered into evidence this certified copy of the power of attorney to be marked Exhibit #4 to this testimony.

Q. I hand you a paper writing marked Exhibit F to the Bill of Complaint and ask you to identify it.
A. This is a certified copy of a deed from Thomas J. Keating and H. B. W. Mitchell, Administrators c.t.a. of Lemuel Dumbracco, deceased, and of William Mason Shehan, under a power of attorney, conveying Fishingham to Joseph M. Brown and Sarah E. Brown, his wife, as tenants by the entireties, my mother and father. The Deed is dated July 12, 1928.

Mr. Clark offered into evidence this certified copy of the deed to be marked Exhibit #5 to this testimony.

Q. After your father and mother bought the tract of land known as Fishingham, will you state whether or not they occupied the same?
A. Yes.

Q. When did they occupy the same?
A. During the year 1928, about May of 1928.

Q. How did they occupy the same?
A. When we moved in my father spent about $7,000.00 on the place. It was grown up in hedges and we pulled them out. We tilled the land, sold the crops and kept all the money from the crops. I had always thought that this farm belonged to my mother and father. We made repairs to the buildings as well as the land. We made improvements and kept the soil up. We paid the taxes every year and we claimed the same openly, adversely and notoriously to all the world and we still occupy the same. After my father died, we rented the land out on a landlord-tenant basis to Jack Cannon for a while during the year 1945 and for about 10 or 12 years it has been rented to Hastings Wood, who is still the tenant on Fishingham. After my mother died, my brother, sisters and myself continued to occupy this land and still occupy the same. From the time that my mother and father bought this land in 1928, it has been occupied first by my mother and father, and after his death my mother occupied it, and after her death it has been occupied by myself, my brother and my sisters.

Q. Has anyone ever made a claim of interest since your mother and father owned Fishingham and since you have owned it?
A. No. It has been known for many years around Centreville as the farm which belongs to our family. In fact, my mother died there in 1954.

Q. Has there been any claims by the Cook heirs against this property?
A. Not to my knowledge.

Q. Is there any other action that you know of now pending to quiet or remove the cloud in the title to this land?
A. No.

Q. Can you state other ways that you have adversely occupied this land continuously and notoriously by yourself, your brother and sisters and your mother and father since 1928?
A. Some of our family has lived on the farm at some time since my mother's death. We have used the timber on the land for repairs to the improvements thereon and for posts for fencing.

Q. How do you know all these facts?
A. When my mother and father bought this farm, I lived there with them from 1928 until about 1936, when I was married, and for about 7 years thereafter. After that I still helped my father till this farm for a couple more years or so. Also, ever since I left the farm myself, I have gone out there and gotten stones and any other thing. I have always been in contact with the farm ever since I started working in Baltimore.

Q. I hand you this plat marked Exhibit #3 entitled "Map Showing Property Belonging to Board of Education of Queen Anne's County near Centreville, Maryland," dated July, 1963, certified by William H. Elliott, Surveyor consisting of three parcels and ask you to identify the same.

A. This is the tract of land which my brother, my sisters and myself inherited from my mother and is the farm known as Fishingham, which is the subject of this suit, which was recently resurveyed by Mr. Elliott.

The witness upon being sworn did depose and say:

Q. State your name, age, residence and occupation.
A. John T. Meredith, 72, merchant, Centreville, Maryland.

Q. How long have you lived around Centreville, Maryland?
A. All of my life.

Q. Did you know Joseph Brown and Sarah Brown, his wife, during their lifetimes?
A. Yes.

Q. How long have you known them?
A. For 50 years.

Q. Are you familiar with the tract of land known as Fishingham, situate in the Third Election District of Queen Anne's County?
A. Yes.

Q. Who are the owners of that tract at this time?
A. The Brown heirs.

Q. Do you know the Brown heirs?
A. Yes.

Q. Will you identify them?
A. Paul, Robert, Dorothy, Katherine and Miriam.

Q. From whom did the Brown heirs acquire the tract of land known as Fishingham?
A. They inherited it from their mother, Sarah Brown, and she died in 1954.

Q. How long had Sarah Brown owned this property known as Fishingham.
A. Since Mr. Brown's death.

Q. Do you remember when Mr. and Mrs. Brown acquired this property.
A. Yes.

Q. How many hears ago has that been approximately?
A. It was in 1928.

Q. Do you recall in what manner Joseph Brown and his wife acquired the property in 1928.
A. They bought it at a public sale.

Q. After they acquired it, will you state whether or not Mr. and Mrs. Brown occupied the same?
A. Yes.

Q. They moved upon it?
A. Yes.

Q. After they moved upon it did they make any improvements?
A. Yes. They did a whole lot to the house and pulled up the thorn hedges that were grown up around the house. It hadn't been tilled in a long time and he started tilling it.

Q. He put it in a good state of cultivation?
A. Yes.

Q. Will you state whether or not after Mr. and Mrs. Brown acquired this property in 1928 they occupied the same adversely, notoriously and openly as against the claim of anyone else in the world as far as you know?
A. Yes.

Q. Upon Mr. Brown's death in 1945, will you state whether or not his wife, Sarah Brown, continued to occupy this tract of land known as Fishingham openly, adversely and notoriously as against the claim of anyone until the time of her death in 1954.
A. Yes.

Q. Since the death of Mrs. Brown in 1954, will you state whether or not the Brown heirs, or children who you have previously identified, have continued and whether or not they still continue to occupy this land and claim ownership openly, adversely and notoriously as against the whole wide world?
A. Yes.

Q. Have you ever heard of either Mr. and Mrs. Brown or the Brown children ever recognize a claim of anyone as to ownership to the tract of land known as Fishingham.
A. No.

The witness upon being sworn did depose and say:

Q. State your name, age, occupation and residence.
A. W. Edward Barton, 69 years old, furniture dealer and funeral director, Centreville, Maryland.

Q. How long have you lived around Centreville, Maryland?
A. Since about 1900.

Q. Do you know the plaintiffs in this case, Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, Dorothy H. Brown, single, Katherine B. Lee and Lewis Lee, her husband, and Miriam B. Wilkins and Richard Wilkins, her husband?
A. Yes. I have known all the Brown children.

Q. Who were their parents?
A. Joseph and Sarah Brown.

Q. During the lifetime of Joseph and Sarah Brown, did they own any real estate in Queen Anne's County?
A. Yes. They owned several tracts.

Q. Did they own a tract of land known as Fishingham located near Centreville in the Third Election District of Queen Anne's County?
A. Yes.

Q. If you know, state how they acquired this land.
A. They purchased this land at a public sale.

Q. Do you know about when they acquired it?
A. I think about 35 years ago.

Q. After they acquired this land, will you state whether or not they lived on it.
A. They lived on it until Mr. Brown's death and Mrs. Brown continued to live there until her death.

Q. When did Mr. Brown die?
A. In 1945.

Q. When did Mrs. Brown die?
A. In 1954.

Q. Since their deaths, who has claimed ownership to this land?
A. Mr. and Mrs. Brown's children, Robert W. Brown and Beatrice W. Brown, his wife, J. Paul Brown, widower, they live in Centreville, Dorothy H. Brown, single, who lives in Wyoming, Delaware, Katherine B. Lee and Lewis Lee, her husband, of Annapolis, Maryland, and Miriam B. Wilkins and Richard Wilkins, her husband, of Swarthmore, Pennsylvania.

Q. After Joseph Brown and his wife moved upon this land, will you state whether or not he tilled the land.
A. He did.

Q. Do you know whether or not he claimed ownership to this land?
A. I presume he did.

Q. Upon his death, I believe you stated that his wife, Sarah Brown, continued to occupy the land?
A. That's correct.

Q. Will you state whether or not she tilled the land or was it on a landlord-tenant relationship?
A. I presume she farmed it with the help of her children under a landlord-tenant relationship.

Q. Since the death of Sarah Brown, who tilled the land?
A. One of the sons, J. Paul Brown, was the farm manager for the children under a landlord-tenant relationship.

Q. Do you know the tenant?
A. Mr. Hastings Wood, Jr.

Q. Do you know who has paid the taxes on the land?
A. I presume that Paul Brown paid the taxes during the time you are speaking of.

Q. Can you state whether or not the Browns, by that I mean Mr. Joseph Brown and his wife and the Brown children, have continuously occupied the land since the time Mr. Brown acquired it?
A. Yes.

Q. Have you ever heard anybody claim ownership to this land prior to the last several months?
A. No.

Q. Will you state whether or not Mr. Joseph Brown, his wife, and the Brown children openly, notoriously and adversely occupied the tract of land known as Fishingham against everybody else in the world?
A. I would certainly say so.

Q. Did they exercise all the perrogatives of ownership in fee simple?
A. I would say so.

Q. Will you state whether or not the Brown children, the plaintiffs, still occupy the land openly, notoriously and adversely against everybody else in the whole world?
A. Yes.

Q. Do you know anyother facts in which they have continued to openly, notoriously and adversely occupy the tract of land known as Fishingham since they acquired it over 35 years ago.
A. After the deaths of each of the parents, the property had to go through an administration and the real estate was appraised and taxes paid and whatever is customary to settle the estate.

The next witness, being sworn, did depose and say:

Questions by Mr. Clark:

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

A. Vachel A. Downes, Jr, 39, attorney, Centreville, Maryland

Q. Did you examine title to Fishingham Farmfor the Board of Education

A. Yes

Q. Will you please state your findings?

A. Lloyd Tilghman, trustee, conveyed the farm to Joseph K. Cook by deed dated June 14, 1872, recorded in Liber J.E. No. 3 folio 419, this being ExhibitA filed with the Bill of Compalint. The farm was then said to contain 142 acres 1 rood and 8 1/4 perches of land, less a 66 foot right of way to the Queen Anne's and Kent Railroad running through said property. Joseph Cook owned this farm when he died. His Last Will and Testament, dated May 11, 1872, probated May 28, 1978, is recorded among the Will Records of Quenn Anne's County in Liber W.A.J. No. 1 folio 220, and is Exhibit B filed with the Bill of Complaint.

The Will of Joseph Cook devised the farm known as Fishingham to his wife, Ann Cook, during the term of her life, and on her death to Katie E. Cook, niece of the testator, in fee simple. In the administration of the estate of Joseph Cook, there was an agreement between Ann Cook and Katie Cook that indicated Ann Cook was to get a fee simple interest in the farm instead of a life estate, which agreement was recorded at the foot of the aforementioned will. I am unable to determine the effect of this agreement, but it was probably insufficient to vest fee simple title in Ann Cook. Actually, it is meaningless, since the Last Will and Testament of Ann Cook, dated (none) probated October 16, 1883, recordd among the Will Records aforesaid in Liber W.A.J. No. 1 folio 500, devised all interest of the testatrix in said farm to Katie E. Cook, that that the effect is that Katie E. Cook has the fee simple estate either way.

Katie E. Cook apparently died about 1885. Her Last Will and Testament is recorded among the Will Records aforesaid in Liber T.A.B. No. 2 folio 73, is dated April 25, 1885, and was probated on July 7, 1885, and is Exhibit C. attached to the Bill of Complaint.

Under Item 13 of said Will, the farm known as Fishingham was devised to her brother (actually, I think hewas her half-brother), for his life, or rather the farm was conveyed to John B. Brown, Trustee, to manage, etc., and to pay the income over to her brother, Robert Carlton Cook for his life, and at his death the farm was devised to his children and his issue or descendents, of any deceased child or children who were to receive the share to which their parents would have been entitled; and the Will further provided that if Robert Carlton Cook died without children, issue or descendants surviving, then the trustee was directed to sell the real estate and apply the real estate according to certain specific bequests stated in the Will, as follows:' (a) to the Trustees of the Methodist Episcopal Church at Centreville the sum of $500.00 for stained glass windows and the further sum of $2500.00 for the erection of a suitable tower as a memorial to Joseph K. Cook, uncle of the testatrix, and the additional sum of $3000.00 as an endowment fund for the Lady's Dorcas Society for the Poor, and an additional sum of $500.00 to the Ladies Mite Society, and (b) all the rest and residue of the proceeds of sale were to be devised to "Mrs. Dr. Betson and her children".

After this point the title gets confused. Robert Carlton Cook, having only the right to receive the net income of the farm for his life, entered into a deed and agreement, dated July 28, 1983, recorded among the Land Records aforesaid in Liber L.D. No. 2 folio 157, whereby he conveyed all his right title, interest and estate in said farm, and all rents issue and profits therefrom during the lifetime of the grantor, tp Lemuel Dunbracco. This deed and agreement is Exhibit D filed with the Bill of Complaint.

From what I could learn, Robert Carlton Cook than simply headed west and proceeded to disappear. Miss Anita Butler, who is now about 83, tells me she remembers talking to him the day before he left, and from her I also learned that he made a brief visit with some members of the family shortly afterwards. There also was just one letter known to her to some other member of the family, which apparently was written well before 1900. From my interview with her, it seems that Robert Carlton Cook, then a young man of about 20, or less, was bitterly disappointed when the farm was not devised to him in fee and he simply determined to leave this part of the Country as soon as he was old enough and then disappear from the face of the earth so far as his family was concerned. Apparently he had no immediate family left anyhow. Also remember that John B. Brown, trustee, apparently managed the farm between 1885 and 1893 or thereabouts when Cook conveyed his interest to Dunbracco, which deed incidentally was acknowledged in Cook County, Illinois. It is strictly conjecture, but I would feel that Robert Cook was about 12 years old or so when his half sister, Katie, died, and that for the next 8 years or so, when the farm was being managed by Mr. Brown, Robert could have had a difficult time of it with no family left, and his only inheritance controlled by a man with whom he might not have gotten along with.

In any event, after the deed and agreeement dated July 28, 1893, Robert Carlton Cook accomplished his objective. He did disappear so far as his family was concerned, and except for the two brief contacts mentioned, no one here ever heard from him again. Miss Anita Butler was related to him through the Bryan Family, and even today they are a very close-knit group. I feel quite certain in my own mind that if anyone had ever heard of Cook again it would have filtered down to the relatives here and Miss Anita would have heard of it, because this isa family that ordinarily keeps tabs on its own.

Many people in this community remember Lemuel Dunbracco, and I beleive he worked in the Clerk's Office for a number of years. It was generally considered in the community that Dunbracco owned this farm. Apparently he ran it as his own and no one ever heard of any interest John B. Brown, trustee, had in its management once Dunbracco took over.

The records give no indication of why John Brown, as trustee, did not follow the terms of the will and sell the farm on the death of the life tenant. I can only guess that he was just as uncertain then as we are today as to the whereabouts, marital status, etc. of Robert Carlton Cook.

I was never able to ascertain whether or not Robert Carlton Cook was married, had children, or descendant, or the date and place of his death. Apparently Cook County, Illinois, was just a stopping place for him on his way west. The essential ~~XXXXXXXXXXXX~~ answers required to terminate the trust are incapable of being answered on the basis of any information available in this community.

Apparently, Lemuel Dunbracco died about 1926, as his estate was administered by the Orphans Court for Queen Anne's County at that time (Administration 1642) and Letters of Administration C.T.A. were granted to Thomas J. Keating Jr. and H. B. W. Mitchell on February 2, 1926. A real inventory was filed in his estatte that included the interest of Dunbracco in Fishingham (described as containing about 135 acres) being an estate for the life of Robert Carlton Cook. On October 11, 1927, said administrators secured an order from the Orphans Court permitting them to sell such interest at public sale.

The report of sale was filed on May 8, 1928, and recites that at public sale, in front of the Court House Door, on May 1, 1928, the sale of all right, title, interest and estate of Lemuel Dunbracco, deceased, for the natural life of Robert Carlton Cook in Fishinghm, containing 142 acres, more or less, was sold to Joseph M. Brown and Sarah C. Brown, his wife, as tenants by the entirety. A certificate of publication of the advertisement of sale was filed in these proceedings, and shows that the sale was jointly advertised by said administrators and by William Mason Shehan attorney in fact for Annie V. Betson and the Trustees of the Methodist Episcopal Church of Centreville. Subsequently the sale was ratified on July 10, 1928.

A power of attorney from Annie V. Betson and the Trustees of the Methodist Church at Centreville to William Mason Shehan, dated (none) acknowledged April 12, 1928, recorded May 1, 1928 (the date of the public sale by the administrators) is found in said Land Records in Liber B.H.T. No. 8 folio 75, and is Exhibit E filed with the Bill of Complaint.

This power of attorney granted unto William Mason Shehan the right and authority to sell Fishingham, containing 142 acres, more of less, at public sale in front of the Court House Door, Centreville, underterms and conditions determined by said attorney.

The power of attorney signed by Annie V. Betson posed many questions that could not be solved during the course of an ordinary title examination. For example, was Annie V. Betson the same person as the "Mrs. Dr. Betson" mentioned in the last will and testament of Katie E. Cook, and if so, did she have any children, etc. No of these answers are supplied by the land records, and about the only solid clue provided was the indication, from the acknowledgement, that Annie V. Betson probably was a resident of Caroline County, Md., on April 12, 1928.

It would seem that in 1928 an attempt was then being made, however sufficient, to clear the title as much as possible, by gathering the interest of the Betson family and the Methodist Church and of Lemuel Dunbracco together for sale and conveyance to any purchaser.

After said public sale, Thomas J. KEATING, Jr., and H. B. W. Mitchell, Administrators C.T.A. of the Last Will and Testament of Lemuel Dunbracco joined with William Mason Shehan, attorney under the power of attorney from Annie V. Betson and the Trustees of the Methodist Church of Centreville, to convey all right, title, interest and estate of Annie V. Betson, the Trustees of the Methodist Episcopal Church at Centrevile and of the administrators of the estateof Lemuel Dunbracco, in and to the farm known as Fishinghmm, containing 142 acres, more or less, unto Joseph M. Brown and Sarah E. Brown, his wife, as tenants by entirety, by deed dated the 12th day of July, 1928, recorded in Liber B H. T. No. 8 folio 277, which is attached to the Bill of Complaint as Exhibit F.

Joseph M. Brown apparently to claim ownership of said farm until his death which appears to be October 21, 1945, and he was survived by his wife.

Sarah E. Brown, also known as Sarah Wilson Brown, died October 28, 1954, testate, her last will and testament being dated November 16, 1946, probated by the Orphan's Court for Queen Anne's County on November 1, 1954, and recorded among the Will Records aforesaid in Liber E.E.C. No. 1 folio 362, a certified copy thereof being attached to the Bill of Complaint marked Exhibit K. She devised all her property unto her children, Joseph Paul Brown, Dorothy Brown, Katherine Brown Lee, Robert Wilson Brown and Miriam Brown Wilkins. The real inventory filed in her estate describes the farm known as Fishingham by metes and bounds and the same is appraised therein at $16,000.00, and her interest is treated therein as a fee simple interest upon which a direct inheritance tax was paid to the State of Maryland. Since that time, her five children have continued to use, occupy, maintain, claim and control said farm in every respect, including the payment of State of County taxes, and according to an investigation made by me thorough Joseph Paul Brown and Robert Brown, no knowledge of any adverse interest or claim from any person whatsoever, has ever come to their knowledge and attention nor did they know of the various problems and possible defects therein until my title examination brought the same to their attention.

On May 11, 1963, the children of Sarah E. Brown and their spouses entered into a contract of sale with the Board of Education of Queen Anne's County to sell the farm to the purchaser for $60,000.00 as the site of a new county high school. I represented the Board of Education in those negotiations and examined the title for my client as a result of its apparent purchase under said contract of sale

Mr. Clark then offered into evidence a certified copy of deed dated June 14, 1872, from Lloyd Tilghman to Joseph K. Cook recorded among the Land Records of Queen Anne's County in Liber J.W. No. 3, folio 419, to be marked Exhibit #7; a certified copy of last will and testament of Joseph K. Cook dated May 11, 1872, and recorded among the Will Records for Queen Anne's County in Liber W.A.J. No. 1, folio 220, to be marked Exhibit #8; and a certified copy of the last will and testament of Katie E. Cook dated April 25, 1885, and recorded among the Will Records for Queen Anne's County in Liber T.A.B. No. 2, folio 73, to be marked Exhibit #9; and a certified copy of a deed from Robert Carlton Cook to Lemuel Dumbracco dated August 28, 1893, and recorded among the Land Records of Queen Anne's County in Liber L.D. No. 2, folio 157, to be marked Exhibit #10; and a certified copy of the last will and testament of Anna L. Betson dated June 9, 1961, with Codicil thereto, recorded among the Will Records of Caroline County in Liber No. 17, folio 121, to be marked Exhibit #11.

Filed Jan 8. 1964

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 Complainant, as follows, to wit:

Betty Comegys, stenographer, for taking and transcribing the testimony----------$ 100.00

B. Hackett Turner, Examiner----------$ 100.00

And I do further certify that said testimony was commenced at 10:00 o'clock A.M. and discontinued at 3:30 o'clock P.M. on Friday, December 27th, 1963, and continued at 10:00 o'clock A.M. and was completed at 1:30 o'clock P.M. on Monday, December 30th, 1963.

B. Hackett Turner
Examiner

37

December 17, 1963

James E. Thompson, Jr., Esq.
Centreville,
Maryland

Dear Mr. Thompson:

At the request of J. Thomas Clark, Attorney for Plantiffs in the suit entitled "Robert W. Brown and Beatrice W. Brown, his wife, et al vs. Katherine S. Hastings et al" now pending in the Circuit Court for Queen Anne's County In Equity, and being cause No. 4580, notice is hereby given you as Attorney for John Palmer Smith, Frank T. Hogg, Jr., Exector of the Estate of Frank Trevor Hogg, deceased, Mary C.D. Hogg and David Williamson, that testimony will be taken by me on behalf of the Plantiff on Friday, December 27, 1963, at 10:00 o'clock A.M. at the Law Office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland or at such other place within the town of Centreville, Maryland as may be designated after 10:00 A.M. on the above date, and shall continue from day to day until completed. Please notify me if you desire to have any witnessess summons

I had been informed by Mr. Clark that no testimony will be taken regarding the claim of your clients at that time.

Very Truly Yours,

B. Hackett Turner
Examiner, Circuit Court for
Queen Anne's County In Equity

Examiner's Exhibit B
Filed Jan 6. 1964

36

December 17, 1963

J. Albert Roney, Jr., Esq.
125 North Street
Elkton, Maryland

Dear Mr. Roney,

At the request of J. Thomas Clark, Attorney for Plantiffs in the suit entitled "Robert W. Brown and Beatrice W. Brown, his wife, et al vs. Katherine S. Hastings et al" now pending in the Circuit Court for Queen Anne's County In Equity, and being cause No. 4580, notice is hereby given you as attorney for Esther Clark Lynch, Clara M. Clark, Joesph Peirce Clark, Jr. and Jean Clark, his wife, that testimony will be taken by me on behalf of the plantiff on Friday, December 27, 1963, at 10:00 o'clock A.M. at the Law Office of J. Thomas Clark, 114 N. Commerce Street, Centreville, Maryland, or at such other place within the town of Centreville, Maryland as may be designated after 10:00 A.M. on the above date, and shall continue from day to day until completed. Please arrange to have any witnessess and other evidence present at that time. If you desire any witnessess to be summons, please notify me by return mail so that I may have the clerk issue the same.

Very Truly Yours,

B. Hackett Turner
Examiner, Circuit Court for
Queen Anne's County In Equity

Examiners Exhibit A
Filed Jan. 8. 1964

38

THIS CONTRACT OF SALE, made this 11 day of May, 1963, by and between J. PAUL BROWN, widower, ROBERT W. BROWN and BEATRICE W. BROWN, his wife, of Queen Anne's County, State of Maryland, DOROTHY H. BROWN, unmarried, of Kent County, State of Delaware, KATHERINE BROWN LEE and LEWIS LEE, her husband, of Anne Arundel County, State of Maryland, MIRIAM BROWN WILKINS and RICHARD WILKINS, her husband, of the County of DELAWARE, State of Pennsylvania, parties of the first part, hereinafter referred to as Vendors; and the BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, a body corporate and politic of the State of Maryland, party of the second part, hereinafter referred to as Vendee;

WITNESSETH:

1. The Vendors do agree to sell unto the Vendee and the Vendee does agree to purchase from the Vendors the following described property, to wit:

ALL that tract of land or farm known as "Fishingham," situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the northeast side of the public road from Centreville to Ruthsburg, bounded on the north by "Needwood Farm," now of Joseph S. Quimby, bounded on the east by "Needwood Farm" of Joseph S. Quimby and the "Perry Farm" or "Connely Farm" now of Charles Haymaker, bounded on the west by the "Gadd Farm" or "The Hut" now of John Ashley and bounded on the west and south by the aforesaid public road, and which said farm is more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by John C. Turner, surveyor, dated November 24, 1930, as follows, to wit:

BEGINNING for the same at a stone at the end of the line dividing "Fishingham" from "The Gadd Farm" or "The Hut" of John M. Ashley on the side of the aforesaid public road, and running thence from said point of beginning by and with the aforesaid public road South 23° East 33.5 perches, thence South 20½° East 43.5 perches, thence South 24° East 14.75 perches, thence South 20-3/4° East 12.25 perches, thence South 64¼° East 91.5 perches to the said Haymaker lands, thence by and with said lands the following courses and distances: North 17½° East 58.75 perches to a stone, thence North 40½° West 13.5 perches to a stone, thence North 3° East 15.25 perches to a stone, thence South 85½° East 9.40 perches to a stone, thence by and with said Haymaker lands and the lands of "Needwood Farm," North 4½° East 46.2 perches to a stone, thence still with said "Needwood Farm" North 9¼° East 45.5 perches, thence North 82° West 62 perches, thence North 35-3/4° West 25.2 perches, thence North 2° East 17.2 perches, thence North 40½° West 10.4 perches, thence North 4½° East 25 perches to the line of the "Gadd Farm" or "The Hut" now of John M. Ashley, thence with said Ashley lands South 37-3/4° West 132.44 perches to the place of beginning, and containing 144¼ acres of land, more or less, and excepting therefrom all that part of the right of way of the Queen Anne's and Kent Railroad containing 3¼ acres, more or less, leaving a net acreage hereby intended to be conveyed of 141 acrds, more or less.

BEING all the same lands which upon the death of Sarah Wilson Brown on October 28, 1954, descended unto said Vendors as her sole heirs at law.

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.

2. The aforesaid tract or parcel of land is to be conveyed by the Vendors unto the Vendee by a special warranty deed in form usual and customary form for deeds of conveyance in Queen Anne's County, Maryland, which said deed shall convey unto said Vendee a good and merchantable fee simple title to said lands, free, and clear of all defects, liens and encumbrances (except as to publicly recorded rights of way and easements); and for such deed and conveyance the Vendee covenants and agrees to pay unto the Vendors the sum of Sixty Thousand Dollars ($60,000.00) of which the sum of Six Thousand Dollars ($6,000.00) has been paid upon the execution of this contract of sale, the receipt whereof is hereby acknowledged, said down payment or deposit to be held in escrow until date of final settlement in a joint account by the Vendors and/or by a duly authorized agent of the Vendors and Vachel A. Downes, Jr., Attorney for Vendee. Upon date of final settlement, as hereinafter set forth, the balance of Fifty-Four Thousand Dollars $54,000.00) is to be paid by the Vendee unto the Vendors in cash or by certified check.

3. The property is sold free of encumbrances, and title is to be good of record, marketable and insurable by Title Guarantee Company. Title examination is to be conducted by Vachel A. Downes, Jr., and if in his opinion, or in the opinion of Title Guarantee Company, title to said property shall be deemed defective, not insurable and unmarketable, the Vendors shall have a reasonable time to remove such title defects. In the event Vendors shall not be able to remove such title defects within a reasonable time, then any payments made under this agreement shall thereupon be refunded by the escrow agents to the Vendee, all obligations of the parties hereto shall terminate, and this agreement shall be deemed void without further liability to either or any of the parties hereto.

In the event legal action is necessary to perfect the title, such action must be taken by the Vendors promptly at their own expense, whereupon the time herein specified for final settlement by the Vendee will thereby be extended for the period necessary for such prompt action.

The deed shall be delivered and the consideration paid at the office of Vachel A. Downes, Jr., Attorney at Law, Centreville, Queen Anne's County, Maryland, on or before the 1st day of July, 1963, or at such other time and place as may be mutually agreed upon by and between the parties hereto.

4. The Vendors shall retain possession of the premises and the improvements thereon, without rent or other payment to the Vendee, until the 31st day of December, 1963, and said Vendors shall further be entitled to all crops planted and harvested for the year 1963 under Vendor's existing farm tenancy arrangements, and said Vendee shall be held free and harmless from any liability or responsibility of any kind or nature arising by and from the occupancy of said farm by the Vendors for and during the year 1963.

5. The Vendors shall pay all State and County taxes, and other public charges, for calendar year 1963.

6. Deposit with Vachel A. Downes, Jr., Attorney, of the balance of the purchase money, the deed of conveyance, for execution, and such other papers as may be required of either party by the terms of this contract, shall be considered good and sufficient tender of performance of the terms hereto by either the Vendors or the Vendee.

7. In the event that said Vendee fails to perform any of the Vendee's agreements herein as set forth, on its part to be performed, all payments made hereunder by the Vendee shall be declared forfeited and retained by the Vendors as liquidated damages for the breach of this contract, and the Vendee released from all further liabilities hereunder.

8. The property hereby intended to be conveyed may be surveyed by registered surveyor acceptable to the Vendee, and in the event such survey is made and approved by Title Guarantee Company and Vachel A. Downes, Jr., the aforementioned deed shall describe and convey the property unto the Vendee by metes and bounds, courses and distances, as determined by such survey; the cost of the same to be paid by the Vendee. It is agreed and understood that the Vendee is buying the above mentioned property as it now stands, and there shall be no abatement of the purchase price herein agreed to be paid in the event of any difference in acreage of less than 10 acres between such new survey and any previous survey or description of the property. In the event that a new and modern survey shall disclose a material variance in the acreage of said farm of more than 10 acres, then the Vendee shall be entitled to a reduction in the amount of the purchase price, and for said purposes the acreage cost is to be computed at the rate of $427.65 per acre for each acre less than 141 acres found to be therein contained by modern survey. In the event the Vendee does not procure a new survey prior to the settlement, then the aforesaid conveyance shall contain the best available description now found among the Land Records of Queen Anne's County, or as may be determined by the said Vachel A. Downes, Jr., to be a suitable and proper description.

9. The Vendee does agree to pay all costs of title examination, preparation of deed or other conveyance, notary fees and recording costs. The cost of State, County and Federal recordation or revenue stamps, shall be paid by the Vendee.

10. The Vendors do agree to keep the dwelling house upon said premises insured with fire and extended coverage to the amount of $20,000.00, and the remaining outbuildings insured with fire coverage only to the extent of $600.00 by a policy or policies issued or written by Hartford Fire Insurance Company, or other company of similar rating, and to have such policy or policies endorsed to the benefit of the Vendee as its interest shall appear. All sums recovered on account of said insurance shall be paid over or assigned unto the Vendee unless said improvements shall previously have been restored to their previous condition, it being understood and agreed that said improvements constitute a material part of the consideration for this contract, and that it is the intention of this agreement that the risk of loss or damage by fire or other cause be at the risk of the Vendors until the termination of the Vendor's occupancy of said premises. Nothing hereby contained shall deny the Vendee the right or privilege of placing additional insurance on the premises, at the cost of the Vendee, which such additional insurance shall be payable solely unto the Vendee and be for the benefit and protection of the Vendee.

11. Nothing herein contained shall deny the Vendee the right to assign its rights and obligations hereunder prior to settlement, and in the event of such assignment, the Vendors do agree, at final settlement, to convey said property by deed as aforesaid unto any assignee or assignees of said Vendee.

12. Said Vendors make no warranties of any kind as to the present or future zoning of said lands, nor shall the zoning thereof to any particular classification be considered a condition precedent to settlement hereunder.

13. It is understood and agreed that the Vendors shall in no way be responsible or liable for any real estate broker's commission arising from this sale, but that all such broker's commissions, if any be payable, shall be paid solely by the Vendee.

14. This agreement, as it may constitute an offer to purchase the aforementioned lands and premises, shall be considered as void, withdrawn, terminated and of no effect or validity unless and until executed by the Vendors and delivered unto the Vendee, or unto Vachel A. Downes, Jr., its duly constituted agent for said purpose, on or before the 25th day of May, 1963.

This agreement contains the final and entire agreement between the parties hereto and shall inure to the benefit of the respective heirs, personal representatives, administrators and assigns of the parties hereto.

It is further covenanted and agreed that the time hereinbefore mentioned shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written, the same being executed in duplicate originals.

WITNESS:

W. Edward Barton — J. Paul Brown (SEAL)
J. Paul Brown

Thomas Clark — Robert W. Brown (SEAL)
Robert W. Brown

Thomas Clark — Beatrice W. Brown (SEAL)
Beatrice W. Brown

Mary B. Richards — Dorothy H. Brown (SEAL)
Dorothy H. Brown

Thomas Clark — Katherine Brown Lee (SEAL)
Katherine Brown Lee

Thomas Clark — Lewis Lee (SEAL)
Lewis Lee

WITNESS:

Marie R. McDermott

Marie R. McDermott

Miriam Brown Wilkins (SEAL)
Miriam Brown Wilkins

Richard Wilkins (SEAL)
Richard Wilkins

WITNESS and ATTEST:

Harry C. Blake
Secretary

BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY

By: Emmett Sylvester
Emmett Sylvester, President

(Place corporate seal here)

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CERTIFICATE OF SURVEY

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

THIS IS TO CERTIFY that I have surveyed for the Board of Education of Queen Anne's County, Maryland all that tract of land formerly known as the Brown Farm consisting of three parcels (Parcel No. 1, Parcel No. 2 and Parcel No.3) situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland and being near the town of Centreville; the aforesaid Parcel No. 1, Parcel No. 2 and Parcel No. 3 lying along the Northeasterly and Northerly side of State Road (Md. Route 304) leading from Centreville to Ruthsburg; the Centreville branch of Pa. Railroad Right-of-Way separating Parcel No. 2 and Parcel No. 3 from Parcel No. 1 (main tract); Parcel No. 1 being bounded on the Southwest and South by State Road (Md. Route 304) leading from Centreville to Ruthsburg, bounded on the Northwest by lands belonging to J. M. Ashley, being bounded on the Northeast by the Centreville branch of Pa. Railroad Right-of-Way and being bounded on the East by lands belonging to Charles A. Haymaker; Parcel No. 2 being bounded on the Southwest by the Centreville branch of the Pa. Railroad Right-of-Way and being bounded on the East and North by lands known as Needwood Farm now belonging to Joseph S. Quimby; Parcel No. 3 being bounded on the Southwest by the Centreville branch of the Pa. Railroad Right-of-Way, bounded on the Northwest by lands of J. M. Ashley and being bounded on the Northeast by lands known as Needwood Farm now belonging to Joseph S. Quimby; and being more particularly described by metes and bounds, courses and distances, as follows, to wit:

PARCEL NO. 1 - BEGINNING for the same at a stone set along the Northeasterly side of the State Road (Md. Route 304) leading from Centreville to Ruthsburg on the line dividing the herein described parcel of land from lands belonging to J. M. Ashley, and running thence (1) North Twenty-Nine Degrees Thirty-Six Minutes East One Thousand Six Hundred Thirty-Six and No Tenths Feet (N 29° 36' E - 1,636.0') to a concrete monument which is to be set along the Southwesterly side of the Centreville branch of the Pa. Railroad Right-of-Way; thence (2) with the Southwesterly side of the Railroad Right-of-Way in a curve, the chord of which is South Forty-Seven Degrees Thirty-Seven Minutes East Two Hundred Ninety-Five and Six Tenths Feet (S 47° 37' E - 295.6') to a point; thence (3) continuing with the Southwesterly side of the Railroad Right-of-Way South Forty-Three Degrees Thirty-Eight Minutes East Eight Hundred Twenty-Five and Seven Tenths Feet (S 43° 38' E - 825.7') to a point; thence (4) continuing with the Railroad Right-of-Way in a curve, the chord of which is South Fifty-Five Degrees Twenty Minutes East One Thousand One Hundred Ninety-Nine and Seven Tenths Feet (S 55° 20' E - 1,199.7') to a concrete monument which is to be set along the Southerly side of the Railroad Right-of-way on the line dividing the herein described parcel of land from lands belonging to Charles A. Haymaker; thence (5) with the lands belonging to Charles A. Haymaker South Three Degrees Two Minutes East Seven Hundred and Two Tenths Feet (S 3° 02' E - 700.2') to a concrete monument; thence (6) still with the lands of Haymaker South Eighty-Five Degrees Twenty-Five Minutes West One Hundred Forty-Nine and Three Tenths Feet (S 85° 25' W - 149.3') to a stone; thence (7) still with the same South No Degrees Twenty-Six Minutes West One Hundred Eighty-Five and Thirty-Nine One Hundredths Feet (S 0° 26' W - 185.39') to a concrete monument; thence (8) still with the same South Forty-One Degrees Eight Minutes East Two Hundred Sixty-One and Ninety-Two One Hundredths Feet (S 41° 08' E - 261.92') to a concrete monument; thence (9) still with the lands of Charles A. Haymaker South Nine Degrees Twenty-Eight Minutes West Nine Hundred Seventy and Seven Tenths Feet (S 9° 28' W - 970.7') to a concrete monument which is to be set along the Northerly side of the State Road (Md. Route 304) leading from Centreville to Ruthsburg; thence (10) with the Northerly side of the aforementioned State Road and toward Centreville North Seventy-One Degrees Ten Minutes West One Thousand Five Hundred Ten and Two Tenths Feet (N 71° 10' W -1,510.2')

Filed Jan. 8. 1964

EXHIBIT #3

to a point; thence (11) with the Northeasterly side of the aforementioned State Road and toward Centreville North Fifty-Five Degrees Forty-Nine Minutes West One Hundred Twenty-Eight and Seventeen One Hundredths Feet (N 55° 49' W - 128.17') to a point; thence (12) continuing with the Northeasterly side of the aforementioned State Road North Forty-Three Degrees Fifty-Four Minutes West Two Hundred Sixty-Three and Twenty-Five One Hundredths Feet (N 43° 54' W - 263.25') to a point; thence (13) continuing with the Northeasterly side of the aforementioned State Road North Twenty-Nine Degrees Thirty-Four Minutes West Seven Hundred Thirty-Seven and Fifty-Six One Hundredths Feet (N 29° 34' W - 737.56') to a point; thence (14) continuing with the Northeasterly side of the aforementioned State Road North Twenty-Eight Degrees Forty-Five Minutes West Eight Hundred Eleven and Three Tenths Feet (N 28° 45' W - 811.3') to the place of beginning, CONTAINING an area of One Hundred Twenty-Four and Three Hundred Thirty-Seven One Thousandths Acres (124.337 A.) of land.

PARCEL NO. 2 - BEGINNING for the same at a concrete monument set along the Northerly side of the Centreville branch of the Pa. Railroad Right-of-Way on the line dividing the herein described parcel of land from lands known as Needwood Farm belonging to Joseph S. Quimby, said concrete monument lying North Three Degrees Two Minutes West Eighty-Three and Forty-One One Hundredths Feet (N 3° 02' W - 83.41') from a concrete monument set along the Southerly side of the Railroad Right-of-Way at the end of the fourth line of Parcel No. 1, said concrete monument at beginning also being near Pa. Railroad marking stone No. 34, and running thence (1) with the Northerly and Northeasterly side of the Railroad Right-of-Way in a curve, the chord of which is North Fifty-Five Degrees Twenty Minutes West One Thousand One Hundred Fifty and No Tenths Feet (N 55° 20' W - 1,150.0') to a point; thence (2) continuing with the Northeasterly side of the Railroad Right-of-Way North Forty-Three Degrees Thirty-Eight Minutes West One Hundred Thirty-Six and Two One Hundredths Feet (N 43° 38' W - 136.02') to a concrete monument and lands known as Needwood Farm belonging to Joseph S. Quimby; thence (3) with the lands belonging to Joseph S. Quimby South Eighty-Seven Degrees Fifty-Six Minutes East One Thousand Forty-Three and Seven Tenths Feet (S 87° 56' E - 1,043.7') to a concrete monument; thence (4) continuing with the lands belonging to Joseph S. Quimby South No Degrees Fourteen Minutes West Seven Hundred Fourteen and Eighty-Nine One Hundredths Feet (S 0° 14' W - 714.89') to the place of beginning, CONTAINING an area of Nine and Eighty-Four One Hundredths Acres (9.84 A.) of woodland.

PARCEL NO. 3 - BEGINNING for the same at a concrete monument set along the Northeasterly side of the Centreville branch of the Pa. Railroad Right-of-Way on the line dividing the herein described parcel of land from lands belonging to J. M. Ashley, said concrete monument lying North Twenty-Nine Degrees Thirty-Six Minutes East Sixty-Six and No Tenths Feet (N 29° 36' E - 66.0') from a concrete monument set along the Southwesterly side of the Railroad Right-of-Way at the end of the first line of Parcel No. 1, and running thence (1) with lands belonging to J. M. Ashley North Twenty-Nine Degrees Thirty-Six Minutes East Five Hundred Four and Thirty-Two One Hundredths Feet (N 29° 36' E - 504.32') to a concrete monument set at a common corner for lands of the herein described parcel, lands belonging to J. M. Ashley and lands known as Needwood Farm belonging to Joseph S. Quimby, and running thence (2) with the lands belonging to Joseph S. Quimby South Two Degrees Twenty-Five Minutes East Four Hundred Forty-Three and Thirteen One Hundredths Feet (S 2° 25' E - 443.13') to a concrete monument; thence (3) continuing with lands of Quimby South Forty-Seven Degrees Twenty-Six Minutes East One Hundred Fifty-Two and Ninety-Five One Hundredths Feet (S 47° 26' E - 152.95') to a concrete monument; thence (4) still with

the lands of Quimby South Seven Degrees Forty-Five Minutes East Three Hundred Five and Three Tenths Feet (S 7° 45' E - 305.3') to a stone set along the Northeasterly side of the Centreville Branch of the Pa. Railroad Right-of-Way; thence (5) with the Northeasterly side of the Railroad Right-of-Way North Forty-Three Degrees Thirty-Eight Minutes West Two Hundred Eighty-Six and Six One Hundredths Feet (N 43° 38' W - 286.06') to a point; thence (6) continuing with the Northeasterly side of the Railroad Right-of-Way in a curve, the chord of which is North Forty-Seven Degrees Thirty-Seven Minutes West Three Hundred Two and Forty-Five One Hundredths Feet (N 47° 37' W - 302.45') to the place of beginning, CONTAINING an area of Two and Eighty-Nine One Hundredths Acres (2.89 A.) of woodland.

NOTE: Bearings are computed from the angles, which have been observed precisely, and are referred to a magnetic meridian, corrected for declinations; declination at present being approximately 8 Degrees 15 Minutes West.

July 29, 1963

CERTIFIED _____

WILLIAM H. ELLIOTT, A.I.A.
ARCHITECT & CONSULTING ENGINEER
STUDIO AT COUNTRY CLUB ESTATES
CHESTERTOWN, MARYLAND

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF MARYLAND SERIAL NO. 586

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ROBERT W. BROWN, et. al.

vs.

KATHERINE S. HASTINGS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4580

AGREEMENT OF WAIVER THAT DEPOSITIONS LIE IN COURT TEN DAYS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Under the provisions of Maryland Rule 580 p it is hereby agreed between the parties to this cause that the depositions taken in this proceedings shall forewith be presented to the Court for hearing, and that said depositions shall not be required to lie in Court for ten days.

J. Thomas Clark

J. Thomas Clark

Vachel A. Downes Jr.

Vachel A. Downes
Attorneys for Plaintiff

James E. Thompson, Jr.

James E. Thompson, Jr.
Attorney for John Palmer Smith, David Williamson, Frank T. Hogg, Jr., Executor of the Estate of Frank T. Hogg, deceased, and Mary C. D. Hogg, defendants

J. Albert Roney, Jr.

J. Albert Roney, Jr.
Attorney for Esther Clark Lynch, Clara M. Clark, Joseph Peirce Clark, Jr., and Jean Clark, defendants

Filed Jan. 8. 1964

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ROBERT W. BROWN AND BEATRICE W. BROWN, HIS WIFE; J. PAUL BROWN, WIDOWER, CENTREVILLE, MARYLAND; DOROTHY H. BROWN, SINGLE, WYOMING, DELAWARE; KATHERINE B. LEE AND LEWIS LEE, HER HUSBAND, ANNAPOLIS, MARYLAND; AND MIRIAM B. WILKINS AND RICHARD WILKINS, HER HUSBAND, SWARTHMORE, PENNSYLVANIA
PLAINTIFFS

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4580

VS.

KATHERINE S. HASTINGS, 5426 EAST FAIRMOUNT AVENUE TUCSON, ARIZONA; THE UNKNOWN HEIRS, EXECUTORS AND ADMINISTRATORS OF IDA CLARK BETSON, ESTHER CLARK LYNCH AND CLARA M. CLARK, WIDOW, JOSEPH PEIRCE CLARK, JR. AND JEAN CLARK, HIS WIFE, JOHN PALMER SMITH, DAVID WILLIAMSON, FRANK T. HOGG, JR., EXECUTOR OF THE ESTATE OF FRANK TREVOR HOGG, DECEASED, AND MARY C.D. HOGG; THE UNKNOWN CHILDREN AND DESCENDANTS OF CHILDREN AND THEIR HEIRS OF ROBERT CARLTON COOK; 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
DEFENDANTS

DECREE

The above cause standing ready for hearing and being submitted without argument, the bill of complaint, testimony and all other proceedings were, by the Court, read and considered:

IT IS THEREUPON, this 15th day of January 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That Robert W. Brown, subject to the dower or other legal rights of Beatrice W. Brown, his wife; J. Paul Brown, widower; Dorothy H. Brown, single; Katherine B. Lee, subject to the dower or other legal rights of Lewis Lee, her husband; Miriam B. Wilkins, subject to the dower or other legal rights of Richard Wilkins, her husband, have absolute ownership and the perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings as against Katherine S. Hastings, the unknown heirs, executors and administrators of Ida Clark Betson, Esther Clark Lynch and Clara M. Clark, widow, Joseph Peirce Clark, Jr. and Jean Clark, his wife, John Palmer Smith, David Williamson, Frank T. Hogg, Jr., Executor of the estate of Frank Trevor Hogg, deceased, and Mary C. D. Hogg; The unknown children and descendants of children and their heirs of Robert Carlton Cook; 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, said real estate being more particularly described, as follows, to wit:

"All that tract of land formerly known as the Brown Farm consisting of three parcels (Parcel No. 1, Parcel No. 2 and Parcel No. 3) situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland and being near the town of Centreville; the aforesaid Parcel No. 1, Parcel No. 2 and Parcel No. 3 lying along the Northeasterly and Northerly side of State Road (Md. Route 304) leading from Centreville to Ruthsburg; the Centreville branch of Pa. Railroad Right-of-Way separating Parcel No. 2 and Parcel No. 3 from Parcel No. 1 (main tract); Parcel No. 1 being bounded on the Southwest and South by State Road (Md. Route 304) leading from Centreville to Ruthburg, bounded on the Northwest by lands belonging to J. M. Ashley, being bounded on the Northeast by the Centreville branch of Pa. Railroad Right-of-Way and being bounded on the East by lands belonging to Charles A. Haymaker; Parcel No. 2 being bounded on the Southwest by the Centreville Branch of the Pa. Railroad Right-of-Way and being bounded on the East and North by lands known as Needwood Farm now belonging to Joseph S. Quimby; Parcel No. 3 being bounded on the Southwest by the Centreville branch of the Pa. Railroad Right-of-Way, bounded on the Northwest by lands of J. M. Ashley and being bounded on the Northeast by lands known as Needwood Farm now belonging to Joseph S. Quimby; and being more particularly described by metes and bounds, courses and distances, as follows, to wit:

PARCEL NO. 1 - BEGINNING for the same at a stone set along the Northeasterly side of the State Road (Md. Route 304) leading from Centreville to Ruthsburg on the line dividing the herein described parcel of land from lands belonging to J. M. Ashley, and running thence (1) North 29 degrees 36 minutes East 1,636 feet to a concrete monument which is to be set along the Southwesterly side of the Centreville branch of the Pa. Railroad Right-of-Way; thence (2) with the Southwesterly side of the Railroad Right-of-Way in a curve, the chord of which is South 47 degrees 37 minutes East 295.6 feet to a point; thence (3) continuing with the Southwesterly side of the Railroad Right-of-Way South 43 degrees 38 minutes East 825.7 feet to a point; thence (4) continuing with the Railroad Right-of-Way in a curve, the chord of which is South 55 degrees 20 minutes East 1,199.7 feet to a concrete monument which is to be set along the Southerly side of the Railroad Right-of-Way on the line dividing the herein described parcel of land from lands belonging to Charles A. Haymaker; thence (5) with the lands belonging to Charles A. Haymaker South 3 degrees 2 minutes East 700.2 feet to a concrete monument; thence (6) still with the lands of Haymaker South 85 degrees 25 minutes West 149.3 feet to a stone; thence (7) still with the same South no degrees 26 minutes West 185.39 feet to a concrete monument; thence (8) still with the same South 41 degrees 8 minutes 261.92 feet to a concrete monument; thence (9) still with the lands of Charles A. Haymaker South 9 degrees 28 minutes West 970.7 feet to a concrete monument which is to be set along the Northerly side of the State Road (Md. Route 304) leading from Centreville to Ruthsburg; thence (10) with the Northerly side of the aforementioned State Road and toward Centreville North 71 degrees 10 minutes West 1,510.2 feet to a point; thence (11) with the Northeasterly side of the aforementioned State Road and toward Centreville North 55 degrees 49 minutes West 128.17 feet to a point; thence (12) continuing with the Northeasterly side of the aforementioned State Road North 43 degrees 54 minutes West 263.25 feet to a point; thence (13) continuing with the Northeasterly side of the aforementioned State Road North 29 degrees 34 minutes West 737.56 feet to a point; thence (14) continuing

with the Northeasterly side of the aforementioned State Road North 28 degrees 45 minutes West 811.3 feet to the place of beginning, CONTAINING an area of 124.337 acres of land.

PARCEL NO. 2 - BEGINNING for the same at a concrete monument set along the Northerly side of the Centreville branch of the Pa. Railroad Right-of-Way on the line dividing the herein described parcel of land from lands known as Needwood Farm belonging to Joseph S. Quimby, said concrete monument lying North 3 degrees 2 minutes West 83.41 feet from a concrete monument set along the Southerly side of the Railroad Right-of-Way at the end of the fourth line of Parcel No. 1, said concrete monument at beginning also being near Pa. Railroad marking stone No. 34, and running thence (1) with the Northerly and Northeasterly side of the Railroad Right-of-Way in a curve, the chord of which is North 55 degrees 20 minutes West 1,150 feet to a point; thence (2) continuing with the Northeasterly side of the Railroad Right-of-Way North 43 degrees 38 minutes West 136.02 feet to a concrete monument and lands known as Needwood Farm belonging to Joseph S. Quimby; thence (3) with the lands belonging to Joseph S. Quimby South 87 degrees 56 minutes East 1,043.7 feet to a concrete monument; thence (4) continuing with the lands belonging to Joseph S. Quimby South no degrees 14 minutes West 714.89 feet to the place of beginning, CONTAINING an area of 9.84 acres of woodland.

PARCEL NO. 3 - BEGINNING for the same at a concrete monument set along the Northeasterly side of the Centreville branch of the Pa. Railroad Right-of-Way on the line dividing the herein described parcel of land from lands belonging to J. M. Ashley, said concrete monument lying North 29 degrees 36 minutes East 66 feet from a concrete monument set along the Southwesterly side of the Railroad Right-of-Way at the end of the first line of Parcel No. 1, and running thence (1) with lands belonging to J. M. Ashley North 29 degrees 36 minutes East 504.32 feet to a concrete monument set at a common corner for lands of the herein described parcel, lands belonging to J. M. Ashley and lands known as Needwood Farm belonging to Joseph S. Quimby, and running thence (2) with the lands belonging to Joseph S. Quimby South 2 degrees 25 minutes East 443.13 feet to a concrete monument; thence (3) continuing with lands of Quimby South 47 degrees 26 minutes East 152.95 feet to a concrete monument; thence (4) still with the lands of Quimby South 7 degrees 45 minutes East 305.3 feet to a stone set along the Northeasterly side of the Centreville Branch of the Pa. Railroad Right-of-Way; thence (5) with the Northeasterly side of the Railroad Right-of-Way North 43 degrees 38 minutes West 286.06 feet to a point; thence (6) continuing with the Northeasterly side of the Railroad Right-of-Way in a curve, the chord of which is North 47 degrees 37 minutes West 302.45 feet to the place of beginning, CONTAINING an area of 2.89 acres of woodland."

Being the same land devised to Robert W. Brown, J. Paul Brown, Dorothy H. Brown, Katherine B. Lee and Miriam B. Wilkins under Item 2 of the last will and testament of Sarah Wilson Brown, dated November 16, 1946, and recorded among the Will Records of Queen Anne's County, in Liber E.E.C. No. 1, folio 362.

(2) Katherine S. Hastings, the unknown heirs, executors and administrators of Ida Clark Betson, Esther Clark Lynch and Clara M. Clark, widow, Joseph Peirce Clark, Jr. and Jean Clark, his wife, John Palmer Smith, David Williamson, Frank T. Hogg, Jr., Executor of the estate of Frank Trevor Hogg, deceased, and Mary C. D. Hogg; the unknown children and descendants of children and their heirs of Robert Carlton Cook; 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 are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

Judge

Filed Jan. 13, 1964.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Ninth day of July in the year nineteen hundred and sixty-three, the following BILL OF COMPLAINT was brought to be recorded, to wit:

HESTER BYERS, Widow,
102 Little Kidwell
Centreville, Maryland
Plaintiff

vs.

LEE ELLIS, ~~widower~~ Lottie Ellis his wife
1255 N. Frazier Street
Philadelphia 31, Pa.;

EVA HOLLIS, address unknown, not known to be living or dead, and the unknown heir, devisee or personal representative of said Eva Hollis;

EDNA HOLLIS TRUSTY, widow
404 S. Commerce Street
Centreville, Maryland;

MARCELLA HOLLIS DELOACH and RAYMOND DELOACH, her husband
150-44-116 Drive
Jamaica, Long Island;

RANDOLPH HOLLIS and ~~HENRIETTA HOLLIS~~, his wife,
103 Holton Street
Centreville, Maryland;

abated by order of Court

HELEN HOLLIS MONTRIO, widow
740 So. 20th Street
Philadelphia 46, Pa.;

IRENE HOLLIS, single
404 S. Commerce Street
Centreville, Maryland;

ELIZABETH BARBOZA, divorced
115-28 Frances Lewis Blvd.,
St. Albans, N. Y.;

ETHEL ANDERSON
Crownsville State Hospita l
Crownsville, Maryland;
and
MILTON ANDERSON, her husband
Centreville, Maryland;

JOHN BOWNES and LILLIAN DOWNES, his wife
1112 Railroad Avenue
Wilmington, Delaware;

HENRY DOWNES, single
216 Little Kidwell
Centreville, Maryland;

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4565

WILLIAM DOWNES, single :
216 Little Kidwell
Centreville, Maryland; :

ANNA D. THOMPSON and :
MARION "BRUCE" THOMPSON, her
husband :
5619 N. Stewart Avenue
Philadelphia, Pa.; :

ELIZA BRADLEY and ARTHUR :
BRADLEY, her husband
726 S. Cecil Street :
Philadelphia 43, Pa.;
:

LENA WOODLAND and GEORGE
WOODLAND, her husband :
106 Holton Street
Centreville, Maryland; :

death ~~SUSIE ROZIER and~~ :
RAYFIELD ROZIER, her husband
416 So. Commerce Street :
Centreville, Maryland;
:

MARY G. TAYLOR, widow
202 Little Kidwell :
Centreville, Maryland;
:

MAGGIE TAYLOR WILSON
and SIDNEY WILSON, her husband :
3321 Gladwyn Avenue
Pennsauken, New Jersey; :

MARGUERITE WATSON :
and WILLIAM WATSON, her husband
2033 Miller Street :
Camden, New Jersey;
:

ANNIE TAYLOR, widow
2309 Carpenter Street :
Philadelphia, Pa.;
:

EDWARD TAYLOR and
MARTHA TAYLOR, his wife :
5535 Lansdown Avenue
Philadelphia, Pa.; :

CHARLES TAYLOR and :
MENNIE TAYLOR, his wife
5734 Sansom Street :
Philadelphia, Pa.;
:

ELIZABETH TAYLOR HUGEE
and ROMAN HUGEE, her husband :
5548 Sansom Street
Philadelphia, Pa.; :

WILLIAM LEON TAYLOR and :
MARY TAYLOR, his wife
110 Little Kidwell :
Centreville, Maryland;

EMMA TAYLOR, widow :
212 Little Kidwell
Centreville, Maryland; :

CLAYTON TAYLOR, single :
212 Little Kidwell
Centreville, Maryland; :

MILDRED TAYLOR BROWN :
and ADOLPHUS BROWN,
her husband :
406 N. Commerce Street
Centreville, Maryland; :

AND THE UNKNOWN HEIRS, :
DEVISEES OR PERSONAL
REPRESENTATIVES of the :
following deceased persons:
:
MARY TAYLOR (wife of James
Taylor), ADELINE HOLLIS, :
SARAH ELLIS, ANNIE HOLLIS,
MARY DOWNES, WILLIAM DOWNES, :
JAMES DOWNES, MILTON DOWNES,
FANNIE NEAL, PHILIP TAYLOR, :
SAMUEL TAYLOR, JOHN TAYLOR,
WILLIAM TAYLOR, EDWARD TAYLOR, :
JAMES TAYLOR of James,
Defendants :

BILL OF COMPLAINT

Hester Byers, Plaintiff, by her Attorney, Clayton C. Carter, alleges:

1. That James Taylor, late of Queen Anne's County, deceased, was, in his lifetime and at the time of his death, seized and possessed in fee simple of the following described real estate, to wit:

> ALL that lot or parcel of land, called or known as "Locust Grove", situate on the north westerly side of South Commerce Street in the town of Centreville, Third Election District of Queen Anne's County, Maryland, adjoining the land of Norwood W. Brown and wife on the southwest and the land of Lawrence M. Callahan and wife on the northeast, and being lot No. 1 of said Locust Grove and more particularly described as follows, to wit:
>
> BEGINNING at the beginning of the whole lot and running thence north 32 degrees west, 2½ perches; thence north 58 degrees west, 6 perches; thence south 74 degrees west, 7½ perches; thence south 63 degrees west, 4 perches; thence south 68 degrees west, 1/2 perch; thence south 32 degrees 30 minutes east, 10 perches; and thence north 57 degrees 30 minutes east, 14½ perches to the place of beginning, containing 3 roods and 8 perches of land.

WHICH lot was conveyed unto James Taylor by deed dated January 22, 1894 and recorded among the land records of Queen Anne's County in Liber L.D. No. 2 folio 486 from John B. Brown, Administrator etc.; a certified copy of which is filed herewith as a part hereof and marked "Plaintiff's Exhibit A".

2. That being so seized, the said James Taylor departed this life during the year 1915, intestate, leaving surviving him, his wife, Mary Taylor, who never remarried and died intestate during the year 1925, and the following children, to wit: Adeline Hollis, Mary Downes, Hester Byers, Sarah Ellis, Philip Taylor, Samuel Taylor, Charles Taylor, William Taylor, Edward Taylor, James Taylor and John Taylor.

3. That the said Adeline Hollis departed this life during the year 1939 1942, intestate, without leaving a widower surviving her, but leaving to survive her, as her only heirs at law, the following children, to wit: Eva Hollis, Edna Hollis Trusty, Marcella Hollis Deloach, Annie Hollis, Helen Hollis Montrio, Irene Hollis, Elizabeth Barboza and Ethel Anderson.

4. That the said Annie Hollis departed this life during the year 1940, intestate, without leaving a widower surviving her, but leaving to survive her, as his only heir at law, one son, Randolph Hollis.

5. That the said Mary Downes departed this life October 10, 1940 intestate, leaving to survive her, her husband, William Downes, who died intestate during the year 1958 without ever remarrying, and the following children, to wit: John Downes, Henry Downes, William Downes, James Downes, who died intestate, without issue and divorced during the year 1958, Milton Downes, who died intestate and unmarried during the year 1957, Fannie Neal, who died intestate without issue and as a widow during the year 1960, Anna Mae Thompson, Eliza Bradley, Lena Woodland and Susie

Rozier.

6. That the said Philip Taylor died intestate, without issue and unmarried, during the year 1943.

7. That the said Samuel Taylor died intestate, without issue and unmarried during the year 1942.

8. That the said Charles Taylor died intestate, without issue, on April 14, 1942 and left surviving him, his widow, Mary G. Taylor.

9. That the said William Taylor died intestate during the year 1940 and left surviving him, his wife, Maggie Taylor (now Wilson) and a daughter, Marguerite Watson.

10. That the said Edward Taylor died intestate during the year 1954 and left surviving him, his widow, Annie Taylor and the following children, to wit: Edward Taylor, Charles Taylor, Elizabeth Taylor Hugee and William Leon Taylor.

11. That the said James Taylor of James, died intestate during the year 1938 and left surviving him, his widow, Emma Taylor, and the following children, to wit: Clayton Taylor and Mildred Brown.

12. That the said John Taylor died intestate and unmarried during the year 1952.

13. That the said Sarah Ellis died on February 27, 1963, intestate and without issue, but left surviving her, her husband, Lee Ellis.

14. That all parties known to your Complainant to have any interest in said real estate are adults and have been made parties to this proceeding, as will more fully appear as follows, that is to say:

a. Your Complainant is a widow.

b. Lee Ellis is a widower.

c. Eva Hollis if living, was unmarried when last

heard from.

d. Edna Hollis Trusty is a widow.

e. Marcella Hollis Deloach is married to Raymond Deloach.

f. Randolph Hollis is married to Henretta Hollis.

g. Helen Hollis Montrio is a widow.

h. Irene Hollis is a single lady.

i. Elizabeth Barboza is a divorced lady.

j. Ethel Anderson is married to Milton Anderson.

k. John Downes is married to Lillian Downes.

l. Henry Downes is a single man.

m. William Downes is a single man.

n. Anna D. Thompson is married to Marion "Bruce" Thompson.

o. Eliza Bradley is married to Arthur Bradley.

p. Lena Woodland is married to George Woodland.

q. Susie Rozier is married to Rayfield Rozier.

r. Mary G. Taylor is a widow.

s. Maggie Taylor Wilson is married to Sidney Wilson.

t. Marguerite Watson is married to William Watson.

u. Annie Taylor is a widow.

v. Edward Taylor is married to Martha Taylor.

w. Charles Taylor is married to Minnie Taylor.

x. Elizabeth Taylor Hugee is married to Roman Hugee.

y. William Leon Taylor is married to Mary Taylor.

z. Emma Taylor is a widow.

aa. Clayton Taylor is a single man.

bb. Mildred Brown is married to Adolphus Brown.

15. That of the deceased persons mentioned herein as having an interest in said real estate, the only one who is known to your Complainant to have had an administration upon his estate,

with the proper notice to creditors, is Charles Taylor of James.

16. That your Complainant has paid unto the County Treasurer for Queen Anne's County since February 8, 1949 the sum of $241.74 for State and County taxes levied against said property, and has paid unto the Town Commissioners of Centreville since July 5, 1946 the sum of $117.41 for Town taxes and water charges levied against said property for which the other undivided owners of said property have not reimbursed or contributed their approportionate share of said taxes and water charges. Your Complainant claims a lien against said real estate for the total sums advanced and is subrogated to the rights and liens of the said County Treasuer and Town Commissioners.

17. That the said real estate is not susceptible of partition without material loss and injuries 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 among the parties according to their several interests.

WHEREFORE Plaintiff prays:

1. That a decree may be passed for the sale of the said real estate.

2. That the proceeds of said sale, after the reimbursement therefrom to your Complainant of the sums of moneys advanced by her for taxes and water charges levied against said real estate, may be distributed between your Complainant andthe said Defendants according to their respective rights and interests.

3. That she have such other and further relief as the case may require.

Filed Jan. 9. 1963

Clayton C. Carter
Clayton C. Carter
Attorney for Plaintiff
Centreville, Maryland
Telephone: 368

2

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4565

310

HESTER BYERS, widow
102 Little Kidwell
Centreville, Maryland
Plaintiff

VS.

LEE ELLIS, widower
1255 N. Frazier Street
Philadelphia 31, Pa.;

EVA HOLLIS, address
unknown, not known to
be living or dead, and
the unknown heir, devisee
or personal representative
of said Eva Hollis;

EDNA HOLLIS TRUSTY, widow
404 S. Commerce Street
Centreville, Maryland;

MARCELLA HOLLIS DELOACH
and RAYMOND DELOACH,
her husband
150-44-116 Drive
Jamaica, Long Island;

RANDOLPH HOLLIS and
HENRIETTA HOLLIS, his wife
103 Holton Street
Centreville, Maryland;

HELEN HOLLIS MONTRIO, widow
740 So. 20th Street
Philadelphia 46, Pa.;

IRENE HOLLIS, single
404 S. Commerce Street
Centreville, Maryland

ELIZABETH BARBOZA, divorced
115-28 Frances Lewis Blvd.,
St. Albans, New York;

ETHEL ANDERSON
Crownsville State Hospital
Crownsville, Maryland
and
MILTON ANDERSON, her husband
Centreville, Maryland

JOHN DOWNES and LILLIAN
DOWNES, his wife
1112 Railroad Avenue
Wilmington, Delaware;

HENRY DOWNES, single
216 Little Kidwell
Centreville, Maryland;

WILLIAM DOWNES, single
216 Little Kidwell
Centreville, Maryland;

ANNA D. THOMPSON and
MARION "BRUCE" THOMPSON, her
husband
5619 N. Stewart Avenue
Philadelphia, Pa.;

ELIZA BRADLEY and ARTHUR
BRADLEY, her husband
726 S. Cecil Street
Philadelphia 43, Pa.;

LENA WOODLAND and GEORGE
WOODLAND, her husband
106 Holton Street
Centreville, Maryland;

SUSIE ROZIER and
RAYFIELD ROZIER, her husband
416 So. Commerce Street
Centreville, Maryland;

MARY G. TAYLOR, widow
202 Little Kidwell
Centreville, Maryland;

MAGGIE TAYLOR WILSON
and SIDNEY WILSON, her husband
3321 Gladwyn Avenue
Pennsauken, New Jersey;

MARGUERITE WATSON
and WILLIAM WATSON, her husband
2033 Miller Street;
Camden, New Jersey

ANNIE TAYLOR, widow
2309 Carpenter Street
Philadelphia, Pa.;

EDWARD TAYLOR and
MARTHA TAYLOR, his wife
5535 Landsdown Avenue
Philadelphia, Pa.;

CHARLES TAYLOR and
MINNIE TAYLOR, his wife
5734 Sansom Street
Philadelphia, Pa.;

ELIZABETH TAYLOR HUGEE
and ROMAN HUGEE, her husband
5548 Sansom Street
Philadelphia, Pa.;

WILLIAM LEON TAYLOR and
MARY TAYLOR, his wife
110 Little Kidwell
Centreville, Maryland;

EMMA TAYLOR, widow
212 Little Kidwell
Centreville, Maryland;

CLAYTON TAYLOR, single
212 Little Kidwell
Centreville; Maryland;

MILDRED TAYLOR BROWN
and ADOLPHUS BROWN
her husband
406 N. Commerce Street
Centreville, Maryland;

AND THE UNKNOWN HEIRS,
DEVISEES OR PERSONAL
REPRESENTATIVES of the
following deceased persons:

MARY TAYLOR (wife of James
Taylor), ADELINE HOLLIS,
SARAH ELLIS, ANNIE HOLLIS,
MARY DOWNES, WILLIAM DOWNES,
JAMES DOWNES, MILTON DOWNES,
FANNIE NEAL, PHILIP TAYLOR,
SAMUEL TAYLOR, JOHN TAYLOR,
WILLIAM TAYLOR, EDWARD TAYLOR,
JAMES TAYLOR of James,
Defendants.

ORDER OF PUBLICATION

The object of this proceeding is to obtain a sale of the property described as follows:

ALL that lot or parcel of land, called or known as "Locust Grove", situate on the north westerly side of South Commerce Street in the town of Centreville, Third Election District of Queen Anne's County, Maryland, adjoining the land of Norwood W. Brown and wife on the southwest and the land of Lawrence M. Callahan and wife on the northeast, and being lot No. 1 of said Locust Grove and more particularly described as follows, to wit:

BEGINNING at the beginning of the whole lot and running thence north 32 degrees west, 2½ perches; thence north 58 degrees west, 6 perches; thence south 74 degrees west, 7½ perches; thence south 63 degrees west, 4 perches; thence south 68 degrees west, 1/2 perch; thence south 32 degrees 30 minutes east, 10 perches; and thence north 57 degrees 30 minutes east, 14½ perches to the place of beginning, containing 3 roods and 8 perches of land.

which lot was conveyed unto James Taylor by deed dated January 22, 1894 and recorded among the land records of Queen Anne's County in Liber L.D. No. 2 folio 486 from John B. Brown, Administrator etc.

The Bill states that James Taylor, late of Queen Anne's County, Maryland, departed this life in the year 1915, seized and possessed of the above described real estate, intestate, leaving to survive him, his wife, Mary Taylor, who never remarried and died intestate during the year 1925, and the following children, to wit: Adeline Hollis, Mary Downes, Hester Byers, Sarah Ellis, Philip Taylor, Samuel Taylor, Charles Taylor, William Taylor, Edward Taylor, James Taylor and John Taylor.

That the said Adeline Hollis departed this life during the year 1939, intestate, without leaving a widower surviving her, but leaving to survive her, as her only heirs at law, the following children, to wit: Eva Hollis, Edna Hollis Trusty, Marcella Hollis Deloach, Annie Hollis, Helen Hollis Montrio, Irene Hollis, Elizabeth Barboza and Ethel Anderson.

That the said Annie Hollis departed this life during the year 1940, intestate, without leaving a widower surviving her, but leaving to survive her, as her only heir at law, one son, Randolph Hollis.

That the said Mary Downes departed this life October 10, 1940 intestate, leaving to survive her, her husband, William Downes, who died intestate during the year 1958 without ever remarrying, and the following children, to wit: John Downes, Henry Downes, William Downes, James Downes, who died intestate, without issue and divorced during the year 1958, Milton Downes, who died intestate and unmarried during the year 1957, Fannie Neal, who died intestate without issue and as a widow during the year 1960, Anna Mae Thompson, Eliza Bradley, Lena Woodland and Susie Rozier.

That the said Philip Taylor died intestate, without issue and unmarried, during the year 1943.

That the said Samuel Taylor died intestate, without issue and unmarried during the year 1942.

That the said Charles Taylor died intestate, without issue, on April 14, 1942 and left surviving him, his widow, Mary G. Taylor.

That the said William Taylor died intestate during the year 1940 and left surviving him, his wife, Maggie Taylor (now Wilson) and a daughter, Marguerite Watson.

That the said Edward Taylor died intestate during the year 1954 and left surviving him, his widow, Annie Taylor and the following children, to wit: Edward Taylor, Charles Taylor, Elizabeth Taylor Hugee and William Leon Taylor.

That the said James Taylor of James, died intestate during the year 1938 and left surviving him, his widow, Emma Taylor and the following children, to wit: Clayton Taylor and Mildred Brown.

That the said John Taylor died intestate and unmarried during the year 1952.

That the said Sarah Ellis died on February 27, 1963, intestate and without issue, but left surviving her, her husband Lee Ellis.

That all parties known to the Plaintiff to have any interest in said real estate are adults and have been made parties to this proceeding, as will more fully appear as follows, that is to say:

(a) The Plaintiff is a widow.

(b) Lee Ellis is a widower.

(c) Eva Hollis if living, was unmarried when last heard from.

(d) Edna Hollis Trusty is a widow.

(e) Marcella Hollis Deloach is married to Raymond Deloach.

(f) Randolph Hollis is married to Henrietta Hollis.

(g) Helen Hollis Montrio is a widow.

(h) Irene Hollis is a single lady.

(i) Elizabeth Barboza is a divorced lady.

(j) Ethel Anderson is married to Milton Anderson.

(k) John Downes is married to Lillian Downes.

(l) Henry Downes is a single man.

(m) William Downes is a single man.

(n) Anna D. Thompson is married to Marion "Bruce" Thompson.

(o) Eliza Bradley is married to Arthur Bradley.

(p) Lena Woodland is married to George Woodland.

(q) Susie Rozier is married to Rayfield Rozier.

(r) Mary G. Taylor is a widow.

(s) Maggie Taylor Wilson is married to Sidney Wilson.

(t) Marguerite Watson is married to William Watson.

(u) Annie Taylor is a widow.

(v) Edward Taylor is married to Martha Taylor.

(w) Charles Taylor is married to Minnie Taylor.

(x) Elizabeth Taylor Hugee is married to Roman Hugee.

(y) William Leon Taylor is married to Mary Taylor.

(z) Emma Taylor is a widow.

(aa) Clayton Taylor is a single man.

(bb) Mildred Brown is married to Adolphus Brown.

That of the deceased persons mentioned herein as having an interest in said real estate, the only one who is known to the Plaintiff to have had an administration upon his estate with the proper notice to creditors, is Charles Taylor of James.

That the Plaintiff has paid unto the County Treasurer for Queen Anne's County since February 8, 1949 the sum of $241.74 for State and County taxes levied against said property, and has paid unto the Town Commissioners of Centreville sine July 5, 1946 the sum of $117.41 for Town taxes and water charges levied against said property for which the other undivided owners of said property have not reimbursed or contributed their proportionate share of said taxes and water charges. The Plaintiff claims a lien against said real estate for the total sums advanced and is subrograted to the rights and liens of the said County Treasurer and Town Commissioners.

That the said real estate is not susceptible of partition without material loss and injuries 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 among the parties according to their several interests.

The Bill prays that a decree may be passed for the sale of said real estate; that the proceeds of said sale, after the reimbursement therefrom to the Plaintiff of the sums of moneys advanced by her for taxes and water charges levied against said real estate, may be distributed between the Plaintiff and the said Defendants according to their respective rights and interests; that the Plaintiff have such other and further relief as the case may require.

IT IS THEREUPON ORDERED by the Cir cuit Court for Queen Anne's County, this 9th day of July, 1963, 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 8th day of August, 1963, shall give notice to the Defendants who are non-residents of the State of Maryland and the Defendants who are persons who may be proceeded against as non-residents, 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 September, 1963 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 Plaintiff.

Charles W Cecil
Clerk of Court

Filed July 9, 1963

Circuit Court For Queen Anne's County

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EQUITY SUMMONS:

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. No. 2, fol. 310

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

TO: Eva Hollis,
address unknown, not known to be living or dead, and the unknown heir, devisee or personal representative of said Eva Hollis.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August _____, next, to answer an action at the suit of Hester Byers, Widow, 102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Maryland

NAME: _____

ADDRESS: _____

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 12, 1963

Chy. No. 4565

Non Est 7-11-63
Joseph S. Rumsey
Sheriff

Hester Byers,

vs.

Lee Ellis, et al.

Summons to be served.

Bill of Complaint

Lee Ellis
address Unknown

Circuit Court For Queen Anne's County

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EQUITY SUMMONS:

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, folio 310

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

TO: Milton Anderson
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of Hester Byers, Widow, 102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Centreville 368 Phone

ADDRESS: ~~Centreville, Md.~~

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16, 1963
Clerk Fees

Served by delivering a copy of the Summons to Milton Anderson and by leaving with him a copy of the Bill of Complaint this 10th day of July 1963.

Joseph S. Kennedy
Sheriff of Queen Anne's County

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Circuit Court For Queen Anne's County

EQUITY SUMMONS:

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2 fol. 310

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

TO: Mildred Taylor Brown and
Adolphus Brown, her husband
406 N. Commerce Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, _____, next, to answer an action at the suit of Hester Byers, Widow,

102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July, 19 63

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Maryland

Charles W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16, 1963
Clerk

Served by delivering a copy of the Summons to Mildred Taylor Brown and Adolphus Brown, and by leaving with them a copy of the Bill of Complaint this 10th day of July 1963.

Joseph S. Kennedy
Sheriff of Queen Anne's County

1

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

August Return Day

File No. 4565

Docket T.S.P.#2, folio 310

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

TO: Henry Downes, single,
216 Little Kidwell
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of

Hester Byers, widow,
102 Little Kidwell
Centreville, Maryland

Issued the 9th. day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter

ADDRESS: Centreville, Maryland
~~Phone: 368 Centreville~~

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16, 1963

Served by delivering a copy of the Summons to Henry Downes and by leaving with him a copy of the Bill of Complaint this 10th day of July 1963.

Joseph S. Chaney
Sheriff of Queen Anne's County

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Circuit Court For Queen Anne's County

EQUITY SUMMONS:

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, fol. 310

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

TO: William Downes, single
216 Little Kidwell
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, _____, next, to answer an action at the suit of Hester Byers, Widow,

102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Md.

NAME: _____

ADDRESS: _____

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16. 1963

Filed Seal

Served by delivering a copy of the Summons to William Downes, and by leaving with him a copy of the Bill of Complaint this 10th day of July 1963.

Joseph S. Clements
Sheriff of Queen Anne's County.

Circuit Court For Queen Anne's County

9 EQUITY SUMMONS:

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, fol. 310

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

TO: Emma Taylor, widow
212 Little Kidwell
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, _____, next, to answer an action at the suit of Hester Byers, Widow,

102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Md.

NAME: _____

ADDRESS: _____

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 1963, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16, 1963

Served by delivering a copy of the Summons to Emma Taylor and by leaving with her a copy of the Bill of Complaint, this10th day of July 1963.

Joseph S. Dunning
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

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Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, fol. 310

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

TO: Clayton Taylor, single
212 Little Kidwell
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, _____, next, to answer an action at the suit of Hester Byers, Widow, 212 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Md.

Charles W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 1963 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16. 1963
Flack Davis

Served by delivering a copy of the Summons to Clayton Taylor and by leaving with him a copy of the Bill of Complaint this 10th day of July 1963.

Joseph S. Shumby
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

11

August Return Day

File No. 4565

Docket T.S.P.#2, fol. 310

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

TO: Lena Woodland and George Woodland, her husband
106 Holton Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of.

Hester Byers, widow
102 Little Kidwell
Centreville, Maryland

Issued the 9th. day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter

ADDRESS: Centreville, Maryland
Phone: 368 Centreville

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16. 1963

Served by delivering a copy of the Summons to Lena Woodland and George Woodland, and by leaving with them a copy of the Bill of Complaint this 10th day of July 1963.

Hugh S. Lumby
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

12

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, folio 310

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

TO: Randolph Hollis and
Henrietta Hollis, his wife,
103 Holton Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of Hester Byers, Widow, 102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Md.

Charles W. Cecil
Clerk

(Seal of Court)

NAME:

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE 20th of Aug. 1963, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16, 1963

Served by delivering c copy of the Summons to Randolph Hollis and Henrietta Hollis, and by leaving with him a copy of the Bill of Complaint this 10th day of July 1963.

Joseph S. Grimsby
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

13

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, fol. 310

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

TO: Edna Hollis Trusty, widow
404 S. Commerce Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of Hester Byers, Widow, 102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July, 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Md.

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE 20th of Aug. 1963, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16, 1963

Served by delivering a copy of the Summons to Edna Hollis Trusty and by leaving with him a copy of the Bill of Complaint, this 10th day of July 1963.

Joseph S. Kemsley
Sheriff of Queen Anne's County

See back

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

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August Return Day

File No. 4565

Docket T.S.P.#2, fol. 310

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

TO: Mary G. Taylor, widow
202 Little Kidwell
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of

Hester Byers, widow
102 Little Kidwell
Centreville, Maryland

Issued the 9th. day of July 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter

ADDRESS: Centreville, Maryland
Phone: 368 Centreville

NAME:

ADDRESS:

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 20 1963, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 17, 1963

Served by delivering a copy of the Summons to Mary G.Taylor,and by leaving with her a copy of the Bill of Complaint this 10th day of July 1963.

Joseph S. Rumsey
Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

15/

EQUITY SUMMONS:

August Return Day

File No. 4565

Docket T.S.P.#2, fol. 310

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

TO: William Leon Taylor and Mary Taylor, his wife,
110 Little Kidwell
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of

Hester Byers, widow
102 Little Kidwell
Centreville, Maryland

Issued the 9th. day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter

ADDRESS: Centreville, Maryland
Phone: 368 Centreville

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 20 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 22.1963

Served by delivering a copy of the Summons to William Leon Taylor and Mary Taylor, and by leaving with them a copy of the Bill of Compalaint this 11 day of July 1963.

Joseph S. Crumby
Sheriff of Queen Anne's County

16

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, fol. 310

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

TO: Susie Rozier and
Rayfield Rozier, her husband
416 So. Commerce Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, _____, next, to answer an action at the suit of Hester Byers, Widow,

102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Md.

NAME: _____

ADDRESS: _____

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 22. 1963

Served by delivering a copy of the Summons to Susie Rozier and by leaving with her a copy of the Bill of Complaint this this 10th day of July 1963.

Joseph S. Crumby
Sheriff of Queen Anne's County

As to Rayfield Rozier - "NON EST" 7-10-63

Joseph S. Crumby
Sheriff

Circuit Court For Queen Anne's County

#17

EQUITY SUMMONS:

August Return Day

File No. 4565

Docket T.S.P.#2,fol.310

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

TO: Ethel Anderson
Crownsville State Hospital
Crownsville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of.

Hester Byers, widow
102 Little Kidwell
Centreville, Maryland

Issued the 9th. day of July 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Centreville, Maryland
ADDRESS: Phone: 368 Centreville

Charles W Cecil
Clerk

(Seal of Court)

NAME:

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 20, 1963, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 16. 1963

LIBER 1 PAGE 190

Chy. No. 4565

Hester Byers, widow
vs.
Lee Ellis, et al.

Summoned Ethel Anderson incompetent, on this day 12 of July 1963 by reading to and leaving with her a copy of Subpoena, Bill of Complaint
Copy of same left with Dr. Hard, Supt. Crownsville Hospital on this ~~same date~~ 30th day of July 1963
William R. Huggins
WILLIAM R. HUGGINS
Sheriff, Q.A.CO.

Summons to be served

Circuit Court For Queen Anne's County

14 EQUITY SUMMONS:

Aug. 5, 1963 Return Day

File No. 4565

Docket T.S.P. 2, folio 310.

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

TO: Irene Hollis, single
404 S. Commerce Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of Hester Byers, Widow, 102 Little Kidwell, Centreville, Maryland

Issued the 9th day of July 19 63.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
Phone: 368
ADDRESS: Centreville, Md.

Charles W. Cecil
Clerk
(Seal of Court)

NAME:

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Aug. 20, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug. 5. 1963.

LIBER 1 PAGE 191

Chy. No. 4565
26
7-12-63

Copy of the within Summons and Bill of Complaint delivered to Irene Hollis this 26th day of July, 1963 and a copy of the Summons and Bill of Complaint left with Edna Hollis Trusty, person having the care of Irene Hollis, believed to be under disability by reason of mental incompetency.

Edna Hollis Trusty
Affiliated

Hester Byers, Widow,

vs.

Lee Ellis, widower, et al.

Sheriff of Queen Anne's County

19

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 4565

Docket T.S.P.#2, fol.310

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

TO: Rayfield Rozier
416 So. Commerce Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of September, next, to answer an action at the suit of

Hester Byers, widow
102 Little Kidwell
Centreville, Maryland

Issued the 6th. day of August 19 63

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter

ADDRESS: Centreville, Maryland
Telephone: 368

NAME:

ADDRESS:

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 17 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug 29.1963

Circuit Court For Queen Anne's County

20 EQUITY SUMMONS:

September Return Day

File No. 4565

Docket T.S.P.#2,fol.310

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

TO: Eva Hollis, address unknown, not known to be living or dead, and the unknown heir, devisee or personal representative of said Eva Hollis

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of September, next, to answer an action at the suit of

Hester Byers, widow
102 Little Kidwell
Centreville, Maryland

Issued the 6th. day of August 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter

ADDRESS: Centreville, Maryland
Telephone: 368

NAME:

ADDRESS:

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 17, 1963, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug 29. 1963

21

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS et al., Defendants	:	NO. 4565
	:	

AFFIDAVIT OF MAILING

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY that on this 20th day of November, 1963, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney for Plaintiff in the above entitled cause, who, after being duly sworn, made oath in due form of law as follows:

I, Clayton C. Carter, Attorney for the Plaintiff in the above entitled cause, hereby declare and swear that on the 6th day of November, 1963, I did mail to the Defendants hereinafter named, by Registered Mail, a copy of the published Order of Publication in the above entitled cause, to wit:

Lee Ellis
Marcella Hollis Deloach
Raymond Deloach
Helen Hollis Montrio
Anna D. Thompson
Marion "Bruce" Thompson
Eliza Bradley
Maggie Taylor Wilson
Sidney Wilson
Marguerite Watson
Annie Taylor
Edward Taylor
Martha Taylor
Charles Taylor
Minnie Taylor
John Downes
Lillian Downes

And the receipts for such Registered Mail notices to the above Defendants have been delivered to me by the postal authorities within fifteen (15) days, copies of which are attached hereto as a part hereof.

Charles W. Cecil
Clerk of Circuit Court

Filed Nov 20, 1963

1

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Anna D Thompson

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED | SHOW WHERE DELIVERED (only if requested)

CSS—16—71540-S—F GPO

2

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Marion Thompson

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Anna Mae Thompson

DATE DELIVERED | SHOW WHERE DELIVERED (only if requested)

CSS—16—71544-S—F GPO

3

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RETURN RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED | ADDRESS WHERE DELIVERED (only if requested in item #1)
Ellyn E Bradley

4

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RETURN RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Verne Ellis

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 11-7-63 | ADDRESS WHERE DELIVERED (only if requested in item #1)

CSS—16—71543-S GPO

5

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Raymond Defrocks

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
11402 204 S Gateway Ny

DATE DELIVERED 11/12/63 | SHOW WHERE DELIVERED (only if requested)

CSS—16—71546-S—F GPO

6

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Mrs Maurice Defrocks

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
11402 204 S Gateway

DATE DELIVERED 11/12/63 | SHOW WHERE DELIVERED (only if requested)

CSS—16—71549-S—F GPO

LIBER 1 PAGE 195

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Martha Taylor

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Edward Taylor

DATE DELIVERED

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: John Downs

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: NOV 7 1963

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Lilian Downs

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: John Downs

DATE DELIVERED: NOV 7 1963

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Helen Montero

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: NOV 8 1963

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: MAGGIE T. WILSON

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Sidney Wilson

DATE DELIVERED: NOV 8 1963

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: X Sidney Wilson

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: NOV 8 1963

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

LIBER 1 PAGE 196

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Edward Taylor

DATE DELIVERED

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Anna Taylor

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

11-7-63

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Ina Marguerite Watson

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

NOV 3 1963

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

LEGAL NOTICES

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4565

HESTER BYERS, widow, 102 Little Kidwell, Centreville, Maryland, Plaintiff

VS.

LEE ELLIS, widower, 1255 N. Frazier Street, Philadelphia 31, Pa.;

EVA HOLLIS, address unknown, not known to be living or dead, and the unknown heir, devisee or personnel representative of said Eva Hollis;

EDNA HOLLIS TRUSTY, widow, 404 S. Commerce Street, Centreville, Maryland;

MARCELLA HOLLIS DELOACH and RAYMOND DELOACH, her husband, 150-44-116 Drive, Jamaica, Long Island;

RANDOLPH HOLLIS and HENRIETTA HOLLIS, his wife, 103 Holton Street, Centreville, Maryland;

HELEN HOLLIS MONTRIO, widow, 740 So. 20th Street, Philadelphia 46, Pa.;

IRENE HOLLIS, single, 404 S. Commerce Street, Centreville, Maryland;

ELIZABETH BARBOZA, divorced, 115-28 Frances Lewis Blvd., St. Albans, New York;

ETHEL ANDERSON, Crownsville State Hospital, Crownsville, Maryland, and MILTON ANDERSON, her husband, Centreville, Maryland;

JOHN DOWNES and LILLIAN DOWNES, his wife, 1112 Railroad Avenue, Wilmington, Delaware;

HENRY DOWNES, single, 216 Little Kidwell, Centreville, Maryland;

WILLIAM DOWNES, single, 216 Little Kidwell, Centreville, Maryland; ANNA D. THOMPSON and MARION "BRUCE" THOMPSON, her husband, 5619 N. Stewart Avenue, Philadelphia, Pa.; ELIZA BRADLEY and ARTHUR BRADLEY, her husband, 726 S. Cecil Street, Philadelphia 43, Pa.;

LENA WOODLAND & GEORGE WOODLAND, her husband, 106 Holton Street, Centreville, Maryland;

SUSIE ROZIER and RAYFIELD ROZIER, her husband, 416 So. Commerce Street, Centreville, Maryland;

MARY G. TAYLOR, widow, 202 Little Kidwell, Centreville, Maryland;

MAGGIE TAYLOR WILSON and SIDNEY WILSON, her husband, 3321 Gladwyn Avenue, Pennsauken, New Jersey;

MARGUERITE WATSON and WILLIAM WATSON, her husband, 2033 Miller Street, Camden, New Jersey;

ANNIE TAYLOR, widow, 2309 Carpenter Street, Philadelphia, Pa.;

EDWARD TAYLOR and MARTHA TAYLOR, his wife, 5535 Landsdown Avenue, Philadelphia, Pa.;

CHARLES TAYLOR and MINNIE TAYLOR, his wife, 5734 Sansom Street, Philadelphia, Pa.;

ELIZABETH TAYLOR HUGEE and ROMAN HUGEE, her husband, 5548 Sansom Street, Philadelphia, Pa.;

WILLIAM LEON TAYLOR and MARY TAYLOR, his wife, 110 Little Kidwell, Centreville, Maryland;

EMMA TAYLOR, widow, 212 Little Kidwell, Centreville, Maryland;

CLAYTON TAYLOR, single, 212 Little Kidwell, Centreville, Maryland;

MILDRED TAYLOR BROWN and ADOLPHUS BROWN, her husband, 406 N. Commerce Street, Centreville, Maryland;

AND THE UNKNOWN HEIRS, DEVISEES OR PERSONAL REPRESENTATIVES of the following deceased persons:

MARY TAYLOR (wife of James Taylor), ADELINE HOLLIS, SARAH ELLIS, ANNIE HOLLIS, MARY DOWNES, WILLIAM DOWNES, JAMES DOWNES, MILTON DOWNES, FANNIE NEAL, PHILIP TAYLOR, SAMUEL TAYLOR, JOHN TAYLOR, WILLIAM TAYLOR, EDWARD TAYLOR, JAMES TAYLOR of James,

Defendants.

Order Of Publication

The object of this proceeding is to obtain a sale of the property described as follows:

ALL that lot or parcel of land, called or known as "Locust Grove," situate on the north westerly side of South Commerce Street in the town of Centreville, Third Election District of Queen Anne's County, Maryland, adjoining the land of Norwood W. Brown and wife on the southwest and the land of Lawrence M. Callahan and wife on the northeast, and being lot No. 1 of said Locust Grove and more particularly described as follows, to wit:

BEGINNING at the beginning of the whole lot and running thence north 32 degrees west, 2½ perches; thence north 58 degrees west, 6 perches; thence south 74 degrees west, 7½ perches; thence south 63 degrees west, 6 perches; thence south, 68 degrees west, ½ perch; thence south 32 degrees 30 minutes east, 10 perches; and thence north 57 degrees 30 minutes east, 14½ perches to the place of beginning, containing 3 roods and 8 perches of land.

which lot was conveyed unto James Taylor by deed dated January 22, 1894, and recorded among the land records of Queen Anne's County in Liber L. D. No. 2 folio 486 from John B. Brown, Administrator etc.

The Bill states that James Taylor, late of Queen Anne's County, Maryland, departed this life in the year 1915, seized and possessed of the above described real estate; intestate, leaving to survive him, his wife, Mary Taylor, who never remarried and died intestate during the year 1925, and the following children, to wit: Adeline Hollis, Mary Downes, Hester Byers, Sarah Ellis, Philip Taylor, Samuel Taylor, Charles Taylor, William Taylor, Edward Taylor, James Taylor and John Taylor.

That the said Adeline Hollis departed this life during the year 1939, intestate, without leaving a widower surviving her, but leaving to survive her, as her only heirs at law, the following children, to wit: Eva Hollis, Edna Hollis Trusty, Marcella Hollis Deloach, Annie Hollis, Helen Hollis Montrio, Irene Hollis, Elizabeth Barboza and Ethel Anderson.

That the said Annie Hollis departed this life during the year 1940, intestate, without leaving a widower surviving her, but leaving to survive her, as her only heir at law, one son, Randolph Hollis.

That the said Mary Downes departed this life October 10, 1940, intestate, leaving to survive her, her husband, William Downes, who died intestate during the year 1958 without ever remarrying, and the following children, to wit: John Downes, Henry Downes, William Downes, James Downes, who died intestate, without issue and divorced during the year 1958, Milton Downes, who died intestate and unmarried during the year 1957, Fannie Neal, who died intestate without issue and as a widow during the year 1960, Anna Mae Thompson, Eliza Bradley, Lena Woodland and Susie Rozier.

That the said Philip Taylor died intestate, without issue and unmarried, during the year 1943.

That the said Samuel Taylor died intestate, without issue and unmarried during the year 1942.

That the said Charles Taylor died intestate, without issue, on April 14, 1942, and left surviving him, his widow, Mary G. Taylor.

That the said William Taylor died intestate during the year 1940 and left surviving him, his wife, Maggie Taylor (now Wilson) and a daughter, Marguerite Watson.

That the said Edward Taylor died intestate during the year 1954 and left surviving him, his widow, Annie Taylor and the following children, to wit: Edward Taylor, Charles Taylor, Elizabeth Taylor Hugee and William Leon Taylor.

That the said James Taylor of James, died intestate during the year 1938 and left surviving him, his widow, Emma Taylor and the following children, to wit: Clayton Taylor and Mildred Brown.

That the said John Taylor died intestate and unmarried during the year 1952.

That the said Sarah Ellis died on February 27,1963, intestate and without issue, but left surviving her, her husband Lee Ellis.

That all parties known to the Plaintiff to have any interest in said real estate are adults and have been made parties to this proceeding, as will more fully appear as follows, that is to say:

(a) The Plaintiff is a widow.
(b) Lee Ellis is a widower.
(c) Eva Hollis if living, was unmarried when last heard from.
(d) Edna Hollis Trusty is a widow.
(e) Marcella Hollis Deloach is married to Raymond Deloach.
(f) Randolph Hollis is married to Henrietta Hollis.
(g) Helen Hollis Montrio is a widow.
(h) Irene Hollis is a single lady.
(i) Elizabeth Barboza is a divorced lady.
(j) Ethel Anderson is married to Milton Anderson.
(k) John Downes is married to Lillian Downes.
(l) Henry Downes is a single man.
(m) William Downes is a single man.
(n) Anna D. Thompson is married to Marion "Bruce" Thompson.
(o) Eliza Bradley is married to Arthur Bradley.
(p) Lena Woodland is married to George Woodland.
(q) Susie Rozier is married to Rayfield Rozier.
(r) Mary G. Taylor is a widow.
(s) Maggie Taylor Wilson is married to Sidney Wilson.
(t) Marguerite Watson is married to William Watson.
(u) Annie Taylor is a widow.
(v) Edward Taylor is married to Martha Taylor.
(w) Charles Taylor is married to Minnie Taylor.
(x) Elizabeth Taylor Hugee is married to Roman Hugee.
(y) William Leon Taylor is married to Mary Taylor.
(z) Emma Taylor is a widow.
(aa) Clayton Taylor is a single man.
(bb) Mildred Brown is married to Adolphus Brown.

That of the deceased persons mentioned herein as having an interest in said real estate. the only one who is known to the Plaintiff to have had an administration upon his estate with the proper notice to creditors, is Charles Taylor of James.

That the Plaintiff has paid unto the County Treasurer for Queen Anne's County since February 8, 1949 the sum of $241.74 for State and County taxes levied against said property, and has paid unto the Town Commissioners of Centreville since July 5, 1946, the sum of $117.41 for Town taxes and water charges levied against said property for which the other undivided owners of said property have not reimbursed or contributed their proportionate share of said taxes and water charges. The Plainitff claims a lien against said real estate for the total sums advanced and is subrograted to the rights and liens of the said County Treasurer and Town Commissioners.

That the said real estate is not

susceptible of partition without material loss and injuries 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 among the parties according to their several interests.

The Bill prays that a decree may be passed for the sale of said real estate; that the proceeds of said sale, after the reimbursement therefrom to the Plaintiff of the sums of moneys advanced by her for taxes and water charges levied against said real estate, may be distributed between the Plaintiff and the said Defendants according to their respective rights and interests, that the Plaintiff have such other and further relief as the case may require.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 9th day of July, 1963, that the Plaintiff, by causing a 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 8th day of August, 1963, shall give notice to the Defendants who are non-residents of the State of Maryland and the Defendants who are persons who may be proceeded against as non-residents, 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 September, 1963, 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 Plaintiff.

CHARLES W. CECIL,
Clerk of Court

Filed: July 9, 1963
True Copy
Test: CHARLES W. CECIL, Clerk
4t-8-1

22

Queen Anne's Record-Observer

Centreville, Md. November 7, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication in the Circuit Court for Queen Anne's County in Equity #4565 in the case/~~XXX~~ of Hester Byers vs. Lee Ellis, Eva Hollis Edna Hollis Trusty 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 8 day of August, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11 day of July 1963, and the last insertion on the 1 day of August, 1963

THE RECORD-OBSERVER CORPORATION
By Richard E. Hurlock

Filed Nov. 20, 1963

23

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS et al., Defendants	:	No. 4565
	:	

AFFIDAVIT OF MAILING

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY that on this 17th day of February, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney for Plaintiff in the above entitled cause, who, after being duly sworn, made oath in due form of law as follows:

I, Clayton C. Carter, Attorney for the Plaintiff in the above entitled cause, hereby declare and swear that on the 6th day November, 1963, I did mail to the Defendants, Elizabeth Taylor Hugee and Roman Hugee, her husband, by Registered Mail, a copy of the published Order of Publication in the above entitled cause. When I did not receive either a return receipt or the original letter, I asked the Post Office Department in early February, 1964 to put a tracer on both of these letters. On February 14, 1964 receipts for such Registered Mail Notices to the said named Defendants have been delivered to me by the Postal authorities, copies of which are attached hereto as a part hereof.

I further hereby declare and swear that on the 5th day of February, 1964, I did mail to Arthur Bradley, also known as "Buster" Bradley and to William Watson by Registered Mail, a copy of the published Order of Publication in the above entitled cause. Receipts for such registered mail notices to the last named Defendants have been delivered to me by the Postal authorities within fifteen (15)

days, copies of which are attached hereto as a part hereof.

Charles W. Cecil
Clerk of Circuit Court

Filed Feb 17, 1964

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Roman Hugee

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Elizabeth Hugee

DATE DELIVERED
11/13/63

ADDRESS WHERE DELIVERED (Only if requested in item 4A)

GPO : 1958 OF—45362

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Buster Bradley

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—15—71545-4 GPO

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Elizabeth Hugee

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
11/13/63

ADDRESS WHERE DELIVERED (Only if requested in item 4A)

GPO . 1958 OF—45

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
M D Woodward

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
2-6-

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—15—71545-4

24

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS, et al., Defendants	:	No. 4565

MOTION TO ENTER ACTION ABATED BY DEATH
OF HENRIETTA HOLLIS

Hester Byers, Plaintiff, by Clayton C. Carter, her attorney, move that this action be entered abated as to Henrietta Hollis by reason of her death on February 13, 1964.

Clayton C. Carter
Attorney for Plaintiff

Filed June 25, 1964

ORDER OF COURT

25

Upon the aforegoing Motion it is ORDERED this 25th day of June, 1964, by the Circuit Court for Queen Anne's County, in Equity, that this action is hereby terminated as to Henrietta Hollis by reason of her death, and the Clerk shall enter the same abated as to Henrietta Hollis by her death.

Thos. J. Gradwohl
Judge

Filed June 25, 1964

26

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS, et al., Defendants	:	No. 4565

SUGGESTION OF MARRIAGE OF LEE ELLIS

Hester Byers, Plaintiff, by Clayton C. Carter, her attorney, suggests the marriage of the defendant, Lee Ellis, to Lottie Ellis, of 1255 North Frazier Street, Philadelphia, 31, Pennsylvania and respectfully moves that she be made a party defendant to this cause.

Clayton C. Carter
Attorney for Plaintiff

Filed June 25, 1964

ORDER OF COURT

27

Upon the aforegoing Suggestion and Motion, it is ORDERED this 25th day of June, 1964, by the Circuit Court for Queen Anne's County, in Equity, that Lottie Ellis, wife of Lee Ellis, is made a defendant to this cause and all pleadings herein shall be deemed amended to show the name of Lottie Ellis, as a party defendant, and wife of Lee Ellis, and the Clerk shall amend the title of this action on the docket and Bill of Complaint to show said addition; provided a copy of this Order be served on Lottie Ellis by registered mail and the receipt for such registered mail be filed in this proceeding within fifteen (15) days after said receipt has been delivered to the Plaintiff by the postal authorities.

Hugh Gratten Jr.
Judge

Filed June 25, 1964

28

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS et al., Defendants	:	No. 4565

SUGGESTION OF DEATH OF DEFENDANT, SUSIE ROZIER, AND MOTION FOR SUBSTITUTION OF PARTIES

Hester Byers, Plaintiff, by Clayton C. Carter, her attorney, suggests the death of Susie Rozier, one of the named Defendants in the above-entitled cause, on the 23rd day of September, 1963, intestate, leaving to survive her as her only heirs at law and successors in interest of the share of said decedent in the real estate which is the subject of this proceeding, the following:

RAYFIELD ROZIER, adult husband, widower, 1511 Lambert Street, Philadelphia, Pa.

DORSEY ROZIER, adult son, who is married to HERMENIA ROZIER, 1412 North Myrtlewood Street, Philadelphia, Pa.

MINNIE ROZIER, adult daughter, single, 416 S. Commerce Street, Centreville, Md. 21617

ARDELLA ROZIER, adult daughter, single, 3744 Powelton Avenue, Philadelphia, Pa.

FANNIE ROZIER, adult daughter, single, 416 S. Commerce Street, Centreville, Md. 21617

VIVIAN ROZIER, adult daughter, single, 207 N. Liberty Street, Centreville, Md. 21617

Children of Bertha Rozier Pritchett, deceased daughter, viz:

SADIE VONZELLA ROZIER, adult, single, 416 S. Commerce St., Centreville, Md. 21617

RODNEY PRITCHETT, adult, single, 1412 N. Myrtlewood St., Philadelphia, Pa.

DIANE PRITCHETT, infant, single, 416 S. Commerce St., Centreville, Maryland 21617

ROBERT PRITCHETT, JR., infant, single, 416 S. Commerce St., Centreville, Md. 21617

KATHLEEN PRITCHETT, infant, single, 416 S. Commerce Street, Centreville, Maryland 21617.

ANNA MAE PRITCHETT, infant, single, 416 S. Commerce Street, Centreville, Maryland 21617.

BERTHA MAE PRITCHETT, infant, single, 416 S. Commerce Street, Centreville, Maryland 21617.

and respectfully moves that they be made party Defendants to this cause.

Clayton C. Carter
Attorney for Plaintiff

Filed June 25, 1964

29

ORDER OF COURT

Upon the aforegoing Suggestion and Motion, it is ORDERED this 25th day of June, 1964, by the Circuit Court for Queen Anne's County, in Equity, that Rayfield Rozier, Dorsey Rozier and Hermenia Rozier, his wife, Minnie Rozier, Ardella Rozier, Fannie Rozier, Vivian Rozier, Sadie Vonzella Rozier, Rodney Pritchett, Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett, are made parties Defendants in the place of Susie Rozier, deceased, and all pleadings herein shall be deemed amended to show the aforesaid named persons as substituted parties Defendants, and the Clerk shall amend the title of this action on the docket to show said substituted parties,

AND IT IS FURTHER ORDERED that the Clerk issue summons directed to the resident defendants and Order of Publication against the non-resident defendants, calling upon them to appear and defend this action.

Hugh Keating Jr.
Judge

Filed June 25, 1964

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4565

30

HESTER BYERS,
Plaintiff

vs.

LEE ELLIS et al.,
Defendants

ORDER OF PUBLICATION

In the matter of the Motion of Hester Byers for the Substitution of the heirs at law as successors in interest to Susie Rozier, deceased, defendant.

The object of the motion is to obtain the substitution of Rayfield Rozier, Dorsey Rozier and Hermenia Rozier, his wife, Minnie Rozier, Ardella Rozier, Fannie Rozier, Vivian Rozier, Sadie Vonzella Rozier, Rodney Pritchett, Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett as the only heirs at law and successors in interest of Susie Rozier, deceased Defendant, calling upon them to appear and defend this action. The action was brought for the sale of the real estate of James Taylor, late of Queen Anne's County, deceased, for the purpose of reimbursement of monies advanced for taxes and other charges and division of the proceeds among the parties according to their several interests.

It is thereupon this 25th day of June, 1964, ORDERED by the Circuit Court for Queen Anne's County, that Hester Byers, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, in each of four successive weeks before the 30th day of July, 1964, give notice to Rayfield Rozier, Dorsey Rozier and Hermenia Rozier, his wife, Ardella Rozier and Rodney Pritchett, who are non-residents of the State of Maryland, of the substance and object of said motion and warn them to file an appearance in person or by counsel on or before the 31st day of August, 1964, to be made parties defendants to defend the action in place of Susie Rozier, deceased; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff.

Charles W Cecil
Clerk of ~~Court~~ Circuit Court

Filed June 25, 1964

31

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

July Return Day

File No. 4565

Docket T.S.P.#2, folio 310

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

TO: Vivian Rozier, adult daughter, single
207 N. Liberty Street
Centreville, Md. 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July, next, to answer an action at the suit of

Hester Byers, 102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 19 64.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row
Centreville, Md.
Phone: 758-1680

NAME:

ADDRESS:

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21 19 64, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3. 1964

LIBER 1 PAGE 207

Summoned Vivian Rozier
on this 3 day of July 1964
and left with her a copy of
subpoena, bill of complaint ~~[illegible]~~
~~[illegible]~~
Douglas S. Crumby
Sheriff of Queen Anne's Co.

32

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

July Return Day

File No. 4565

Docket T.S.P.#2, folio 310

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

TO: Bertha Mae Pritchett, infant, single,
416 S. Commerce Street
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 19 64

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row
Centreville, Md.
Phone: 758-1680

Charles W Cecil
Clerk
(Seal of Court)

NAME:

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 19 64, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3, 1964

LIBER 1 PAGE 208

Summoned Bertha Mae Pritchett
on this 3 day of July 1964
and left with her a copy of
subpoena, bill of complaint. left with Minnie Rogers
who has the care of said infant a copy of Summons & Bill of Complaint
Joseph B. Dennis
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

33

EQUITY SUMMONS:

July Return Day

File No. 4565

Docket T.S.P. #2, folio 310

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

TO: Diane Pritchett, infant, single,
416 S. Commerce St.
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Md.

Issued the 25th. day of June 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row
Centreville, Md.
Phone: 758-1680

NAME:

ADDRESS:

Charles W Cecil
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3. 1964

LIBER 1 PAGE 209

Summoned Diane Pritchett
on this 3 day of July 196 4
and left with her a copy of
subpoena, bill of complaint to left with Minnie Bozier
~~who has the care of said infant~~ a copy of summons & bill of complaint
Joseph S. Crumby
Sheriff of Queen Anne's Co.

34

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

July Return Day

File No. 4565

Docket T.S.P. No. 2, folio 310

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

TO: Robert Pritchett, Jr., infant, single,
416 S. Commerce Street
Centreville, Md. 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____ July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 19 64.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: ~~111 Lawyers Row~~ Centreville, Md. ~~Phone: 758-1680~~

Charles W Cecil
Clerk
(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21 19 64, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3. 1964

LIBER 1 PAGE 210

Summoned Robert Pritchett Jr
on this 3 day of July 1964
and left with him a copy of
subpoena, bill of complaint left with Minnie Rozier who has the care of said infant a copy of Summons & Bill of Complaint
Joseph S. Crump
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

35

July Return Day

File No. 4565

Docket T.S.P.#2, folio 310

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

TO: Anna Mae Pritchett, infant, single
416 S. Commerce Street
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 19 64.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row
Centreville, Md.
Phone: 758-1680

NAME:

ADDRESS:

Charles W. Earl
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 19 64, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3. 1964

LIBER 1 PAGE 211

Summoned Anna Mae Pritchett
on this 3 day of July 196 4
and left with her a copy of
subpoena, bill of complaint & left with Minnie Rozier
who has the care of said infant a copy of Summons & Bill of Complaint
George S. Kennedy
Sheriff of Queen Anne's Co.

Filed July

Circuit Court For Queen Anne's County

36

EQUITY SUMMONS:

July Return Day

File No. 4565

Docket T.S.P No. 2, folio 310

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

TO: Kathleen Pritchett, infant, single,
416 S. Commerce Street
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 19 64.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row
Centreville, Md.
Phone: 758-1680

NAME: _____

ADDRESS: _____

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 19 64, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3. 1964

LIBER 1 PAGE 212

Summoned Kathleen Pritchett
on this 3 day of July 1964
and left with her a copy of
subpoena, bill of complaint. left with Minnie Rozier
who has the care of said infant a copy of Summons & Bill of Complaint

Joseph S. Crumby
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

37

July Return Day

File No. 4565

Docket T.S.P.#2, folio 310

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

TO: Fannie Rozier, adult daughter, single,
416 S. Commerce Street
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row, Centreville, Md. Phone 758-1680

NAME:

ADDRESS:

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3, 1964

LIBER 1 PAGE 213

Summoned Fannie Rozier
on this 3 day of July 1964
and left with her a copy of
subpoena, bill of complaint _____

Joseph S. Grimsby
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

38

July Return Day

File No. 4565

Docket T.S.P #2, folio 310

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

TO: Sadie Vonzella Rozier, adult, single
416 S. Commerce Street
Centreville, Md. 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: ~~111 Lawyers Row~~ Centreville, Md. ~~Phone: 758-1680~~

NAME: _____

ADDRESS: _____

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3, 1964

LIBER 1 PAGE 214

Summoned Sadie Vongella Rozier
on this 3 day of July 1964
and left with her a copy of
subpoena, bill of complaint _____

Joseph S. Quimby
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

39

July Return Day

File No. 4565

Docket T.S.P. No. 2, folio 310

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

TO: Minnie Rozier, adult daughter, single
416 S. Commerce Street
Centreville, Md. 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

July, next, to answer an action at the suit of

Hester Byers
102 Little Kidwell
Centreville, Maryland

Issued the 25th. day of June 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row
Centreville, Md.
Phone-758-1680

NAME: _____

ADDRESS: _____

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3, 1964

Summoned Minnie Rogers
on this 3 day of July 1964.
and left with her a copy of
subpoena, bill of complaint _____.

Joseph S. Crumby
Sheriff of Queen Anne's Co.

40

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
VS.	:	FOR
LEE ELLIS, et al., Defendants	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4565

AFFIDAVIT OF MAILING

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY that on this 6th day of July, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney for Plaintiff in the above entitled cause, who, after being duly sworn, made oath in due form of law as follows:

I, Clayton C. Carter, Attorney for the Plaintiff in the above entitled cause, hereby declare and swear that on the 30th d ay of June, 1964, I did mail to the Defendant, Lottie Ellis, by Registered Mail, a true copy of the Suggestion of Marriage of Lee Ellis and the Order of Court thereon dated June 25, 1964, filed in this proceeding. Receipt for such Registered Mail Notice by Lottie Ellis has been delivered to me by the Postal Authorities within fifteen (15) days, a copy of which is attached hereto as a part hereof.

INSTRUCTIONS TO DELIVERING EMPLOYEE
☑ Deliver ONLY to addressee
☑ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Lottie Ellis

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Deliver to Addressee Only Deliver to Addressee Only

DATE DELIVERED: 7-1-64
SHOW WHERE DELIVERED (only if requested): 1255 N Franklin Phila 19123

(55—16—71548-5—F GPO)

2157

Charles W. Cecil
Clerk of Court

Filed July 6, 1964

41

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
Vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al. Defendants	:	IN EQUITY
	:	NO. 4565

AFFIDAVIT OF MAILING

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY that on this 13th day of July, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney for Plaintiff in the above entitled cause, who after being duly sworn, made oath in due form of law as follows:

I, Clayton C. Carter, Attorney for the Plaintiff in the above entitled cause, hereby declare and swear that on the 7th day of July, 1964, I did mail to the Defendants, Rayfield Rozier, Ardella Rozier and Dorsey Rozier, by Registered Mail, a copy of the published Order of Publication in the above entitled cause dated June 25, 1964. Receipts for such registered mail notices to the said named Defendants have been delivered to me by the Postal authorities, copies of which are attached hereto, as a part hereof.

Charles W. Cecil
Clerk of the Circuit Court

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)
RECEIPT
Received the numbered article described on other side.
SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Rayfield Rozier
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 7-8-64
SHOW WHERE DELIVERED (only if requested)
C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)
RECEIPT
Received the numbered article described on other side.
SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Ardella Rozier
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED
SHOW WHERE DELIVERED (only if requested)
C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)
RECEIPT
Received the numbered article described on other side.
SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Raymond Rozier
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED JUL 9 - 1964
SHOW WHERE DELIVERED (only if requested)
C55—16—71548-5—F GPO

42

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
LEE ELLIS, et al. Defendant	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4565

AFFIDAVIT OF MAILING

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 23rd day of July, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney for Plaintiff in the above entitled cause, who after being duly sworn, made oath in due form of law as follows:

I, Clayton C. Carter, Attorney for the Plaintiff in the above entitled cause, hereby declare and swear that on the 7th day of July, 1964, I did mail to the Defendants, Rodney Pritchett and Hermenia Rozier, by Registered Mail, a copy of the Published Order of Publication in the above entitled cause dated June 25, 1964. Receipts for such Registered Mail Notices to the said named defendants have been delivered to me by the Postal authorities, copies of which are attached hereto as a part hereof.

Charles W. Carl
Clerk of the Circuit Court

Filed July 23. 1964

RETURN RECEIPT

1. a. POST OFFICE RECORD SHOWS (Enter below the information shown on delivery record)
b. ADDRESSEE IS NOT AVAILABLE
c. ADDRESSEE DECLINES TO SIGN

2. SIGNATURE OF ADDRESSEE (Must always be filled in)
Hermenia Rozier
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
2. Dorsey W. Rozier

DATE DELIVERED JUL 8 1964
ADDRESS WHERE DELIVERED (Only if requested in item 4)

Official post office record of delivery is held for two years, and it may be examined by either the sender, addressee, or their duly authorized representatives.
GPO : 1963 OF—705-959

RETURN RECEIPT

1. a. POST OFFICE RECORD SHOWS (Enter below the information shown on delivery record)
b. ADDRESSEE IS NOT AVAILABLE
c. ADDRESSEE DECLINES TO SIGN

2. SIGNATURE OF ADDRESSEE (Must always be filled in)
Rodney Pritchett
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
2. Dorsey W. Rozier

DATE DELIVERED JUL 8 1964
ADDRESS WHERE DELIVERED (Only if requested in item 4)

Official post office record of delivery is held for two years, and it may be examined by either the sender, addressee, or their duly authorized representatives.
GPO : 1963 OF—705-959

In The Circuit Court
For Queen Anne's County
In Equity
No. 4565

HESTER BYERS, Plaintiff
vs.
LEE ELLIS et al., Defendants

Order Of Publication

In the matter of the Motion of Hester Byers for the Substitution of the heirs at law as successors in interest to Susie Rozier, deceased, defendant.

The object of the motion is to obtain the substitution of Rayfield Rozier, Dorsey Rozier and Hermenia Rozier, his wife, Minnie Rozier, Ardella Rozier, Fannie Rozier, Vivian Rozier, Sadie Vonzella Rozier, Rodney Pritchett, Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett as the only heirs at law and successors in interest of Susie Rozier, deceased, Defendant, calling upon them to appear and defend this action. The action was brought for the sale of the real estate of James Taylor, late of Queen Anne's County, deceased, for the purpose of reimbursement of monies advanced for taxes and other charges and division of the proceeds among the parties according to their several interests.

It is thereupon this 25th day of June, 1964, ORDERED by the Circuit Court for Queen Anne's County, that Hester Byers, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, in each of four successive weeks before the 30th day of July, 1964, give notice to Rayfield Rozier, Dorsey Rozier and Hermenia Rozier, his wife, Ardella Rozier and Rodney Pritchett, who are non-residents of the State of Maryland, of the substance and object of said motion and warn them to file an appearance in person or by counsel on or before the 31st day of August, 1964, to be made parties defendants to defend the action in place of Susie Rozier, deceased; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff.

CHARLES W. CECIL
Clerk of Circuit Court

Filed: June 25, 1964
True Copy
Test: CHARLES W. CECIL, Clerk
4t-7-23

43

Queen Anne's Record-Observer

Centreville, Md. September 24, 1964 19

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of publication #4565

in the case/~~estate~~ of Hester Byers

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 30th day of July, 19 64, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of July 19 64, and the last insertion on the 23rd day of July, 19 64

THE RECORD-OBSERVER CORPORATION

By Dorothy Jimmee

Filed Sept. 25. 1964

44

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendant	:	IN EQUITY
	:	NO. 4565

MOTION FOR APPOINTMENT OF GUARDIAN AD LITEM

Hester Byers, Plaintiff, by Clayton C. Carter, her attorney, moves pursuant to Maryland Rules 205 e 2 and 320 b 3 for the appointment of a guardian ad litem for Irene Hollis, Defendant.

The grounds of the motion are as follows:

1. This is a land action for the sale of real estate for the purpose of satisfying liens for taxes and division of the proceeds among the parties according to their several interests.

2. Defendant Irene Hollis, subsequent to being served herein as sui juris, was discovered to have been incompetent according to the return of the Sheriff to the process of this case.

3. No committee for her has been appointed within the jurisdiction of this Court.

4. Movent suggests as guardian ad litem, Jeanne C. Ruecker, who has no interest whatever in this suit adverse to that of Irene Hollis.

Clayton C. Carter
Clayton C. Carter
Attorney for Plaintiff

Filed Oct. 12 1964

ORDER OF COURT

45

Upon the foregoing Motion and Return of Sheriff to Summons for Irene Hollis, it is this 12th day of October, 1964, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Jeanne C. Ruecker is hereby appointed guardian ad litem to represent Irene Hollis, who appears to be an incompetent.

Thos J. Keating Jr.
Judge

Filed Oct. 12. 1964

46

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendant	:	IN EQUITY
	:	NO. 4565

MOTION FOR APPOINTMENT OF GUARDIAN
AD LITEM

Hester Byers, Plaintiff, by Clayton C. Carter, her attorney, moves pursuant to Maryland Rule 205 e 2 for the appointment of a guardian ad litem to represent Ethel Anderson, who is alleged to be an incompetent by reason of her confinement in Crownsville State Hospital.

The grounds of the motion are as follows:

1. This is a land action forthe sale of real estate for the purpose of satisfying liens for taxes and division of the proceeds among the parties according to their several interests.

2. Ethel Anderson has been duly summoned as a person under disability in accordance with the provisions of Maryland Rule 119 a.

3. No committee for her has been appointed within the jurisdiction of this Court.

4. Movent suggests as guardian ad litem, Jeanne C. Ruecker, who has no interest whatever in this suit adverse to that of Ethel Anderson.

Filed Oct. 12, 1964

Clayton C. Carter
Attorney for Plaintiff

ORDER OF COURT

Upon the foregoing Motion and Return of Sheriff to Summons for Ethel Anderson, it is this 12th day of October, 1964, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Jeanne C. Ruecker is hereby appointed guardian ad litem to represent Ethel Anderson, who appears to be an incompetent.

47

Filed Oct. 12. 1964

Judge

49

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendant	:	IN EQUITY
	:	NO. 4565

MOTION TO APPOINT GUARDIAN AD LITEM

Hester Byers, Plaintiff, by Clayton C. Carter, her attorney, moves pursuant to Maryland Rule 220 h for the appointment of a guardian ad litem for Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett, Bertha Mae Pritchett, minors, successors in interest of Susie Rozier, deceased defendant.

The grounds of the motion are as follows:

1. This is an action in which the title to land is involved.

2. Defendant Susie Rozier has died after this action was instituted and her heirs at law have been ordered substituted as Defendants and duly served with process.

3. Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett, Bertha Mae Pritchett, some of the heirs at law of said decedent , are minors for whom no guardian has been appointed.

4. Movent is entitled to the appointment of a guardian ad litem for said minors so that the action may proceed without abatement or suspension, and suggests as guardian ad litem, Jeanne C. Ruecker, who has no interest whatever adverse to the said minors in this action.

Filed Oct. 12. 1964

Clayton C. Carter
Attorney for Plaintiff

ORDER OF COURT

49

Upon the foregoing Motion and Return of Sheriff to the Summons for Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett, it is this 12th day of October, 1964 ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Jeanne C. Ruecker is hereby appointed guardian ad litem to represent Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett, minors.

Filed Oct. 12. 1964

Judge

50

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendant	:	IN EQUITY
	:	NO. 4565

AFFIDAVIT OF EFFORTS TO LOCATE DEFENDANT

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 14th day of October, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney for Plaintiff in the above entitled cause, who after being duly sworn, made oath in due form of law as follows:

I, CLAYTON C. CARTER, Attorney for the Plaintiff in the above entitled cause, hereby declare and swear that the whereabouts of the Defendant, EVA HOLLIS, are unknown, and it is not even known whether she is still living or is dead.

I have questioned several parties to this cause to try to obtain an address where she was last known, including Hester Byers, Randolph Hollis, Lena Woodland, William Leon Taylor and Elizabeth Barboza (her sister). I wrote to her sister, Marcella Hollis Deloach and received no reply. I tried to reach Marcella Hollis Deloach by telephone but was unsuccessful, although a number was given to me by one of the Defendants and I personally examined all of the current telephone directories in the Greater New York City area. I was informed by information service of the telephone company that no telephone was listed to Raymond or Marcella Deloach at her last known address in St. Albans, New York, on October 9, 1964.

In August, 1964, I personally examined all of the current telephone directories of the Greater New York City Area for a telephone number and address for the said Eva Hollis, but none could be found.

I have been informed by several parties to this cause that because of a family misunderstanding several years ago between Eva Hollis and others, that the said Eva Hollis has totally disregarded her closest kin, including her sisters, ever since and has made every effort to make it impossible to locate her.

Charles W Cecil
Clerk of the Circuit Court

Filed Oct. 14. 1964

51

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendants	:	IN EQUITY
	:	NO. 4565

AFFIDAVIT OF NOTIFICATION OF PUBLICATION

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 14th day of October, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney for Plaintiff in the above entitled cause, who after being duly sworn, made oath in due form of law as follows:

I, Clayton C. Carter, Attorney for Plaintiff in the above-entitled cause, hereby declare and swear that on November 6th, 1963, I did mail to Mrs. Elizabeth Barboza at 115-28 Frances Lewis Blvd., St. Albans, New York by registered mail, a copy of the published Order of Publication in the above-entitled cause dated July 9, 1963. The envelope was returned by the Post Office Department "unclaimed".

On February 5, 1964 I did mail to Mrs. Elizabeth Baboza at 111-12 199th Street, Hollis, New York by registered mail, a copy of the published Order of Publication in the above-entitled cause dated July 9, 1963. The envelope was returned by the Post Office Department "unclaimed".

On October 10, 1964 I was able to get a telephone number for Mrs. Elizabeth Barboza at 111-12 199th Street, Hollis, New York, under the name of Betty Barboza. I dialed said telephone number Area Code 212 HO 4-6075 and Mrs. Barboza answered. I notified her that this action was pending, of which she had previously obtained some knowledge. I told her that both of my letters to her had been unclaimed by her and that I was therefore mailing to her the same day

at the last above-mentioned address the published Order of Publication dated July 9, 1963 with a letter of explanation.

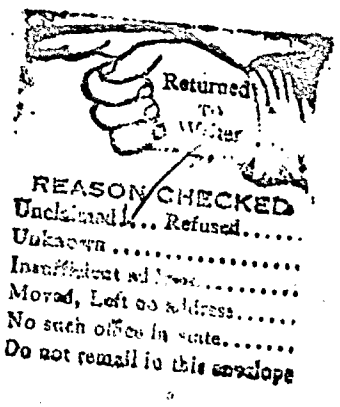
On October 10, 1964 I personally mailed to her by ordinary mail the Order of Publication dated July 9, 1963 with a letter of explanation.

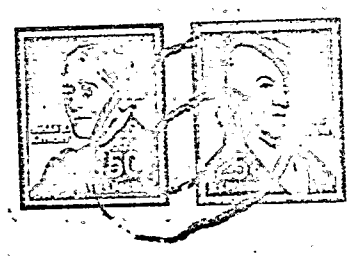
The unclaimed envelopes are attached hereto.

Charles W. Cecil
Clerk of the Circuit Court

Filed Oct. 14. 1964

LAW OFFICES
CLAYTON C. CARTER
III LAWYERS ROW
CENTREVILLE, MARYLAND
21617





REGISTERED
NO. 197

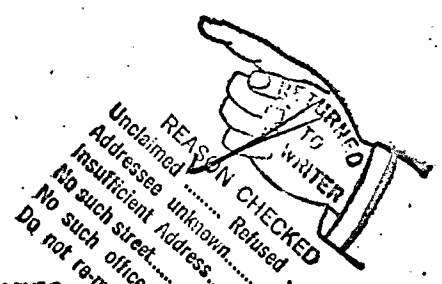
RETURN RECEIPT REQUESTED

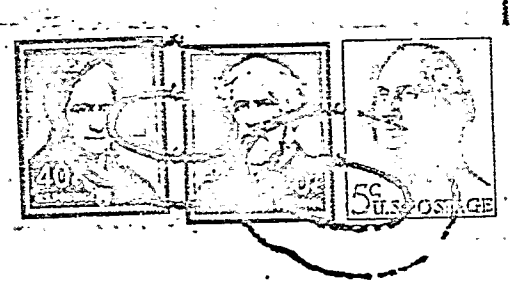
Mrs. Elizabeth Ba.boza
~~115-03 Frances Lewis Blvd.,~~
~~St. Albans, New York~~
UNCLAIMED UNCLAIMED

(111-12 199th St.
Hollis, N.Y.)

REGISTERED MAIL
RETURN RECEIPT REQUESTED

LAW OFFICES
CLAYTON C. CARTER
III LAWYERS ROW
CENTREVILLE, MARYLAND
21617





RETURN RECEIPT REQUESTED

REGISTERED
NO. 356

Mrs. Elizabeth Baboza
111-12 199th Street
Hollis, New York

(HO 4-6075
Area Code 212)

REGISTERED MAIL
RETURN RECEIPT REQUESTED

52

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendant	:	IN EQUITY
	:	NO. 4565

MOTION FOR DECREE PRO CONFESSO

Hester Byers, Plaintiff, by Clayton C. Carter, her attorney, moves, pursuant to Maryland Rule 310 b, for a decree pro confesso against Lee Ellis, Eva Hollis, the unknown heir, devisee or personal representative of said Eva Hollis, Marcella Hollis Deloach and Raymond Hollis, her husband, Helen Hollis Montrio, Elizabeth Barboza, John Downes and Lillian Downes, his wife, Anna D. Thompson and Marion "Bruce" Thompson, her husband, Eliza Bradley and Arthur "Buster" Bradley, her husband, Maggie Taylor Wilson and Sidney Wilson, her husband, Marguerite Watson and William Watson, her husband, Annie Taylor, Edward Taylor and Martha Taylor, his wife, Charles Taylor and Minnie Taylor, his wife, Elizabeth Taylor Hugee and Roman Hugee, her husband, and the unknown heirs, devisees or personal representative of the following deceased persons:

> Mary Taylor (wife of James Taylor), Adeline Hollis, Sarah Ellis, Annie Hollis, Mary Downes, William Downes, James Downes, Milton Downes, Fannie Neal, Philip Taylor, Samuel Taylor, John Taylor, William Taylor, Edward Taylor, James Taylor of James, Defendants.

for failure to comply with the requirements as to time for pleading in that the time for filing their answer or other initial pleading expired on the 9th day of September, 1963 and the said answers or other initial pleadings have not been filed.

And the Plaintiff further moves for a decree pro confesso against Edna Hollis Trusty, Randolph Hollis, Milton Anderson, Henry Downes, William Downes, Lena Woodland and George Woodland, her husband, Mary G. Taylor (widow), William Leon Taylor and Mary Taylor, his wife, Emma Taylor, Clayton Taylor, Mildred Taylor Brown and Adolphus Brown, her husband, Defendants, for failure to comply with the requirements as to time for pleading in that the time for filing an answer or other defense expired on August 20, 1963 and the said answer or other defense have not been filed.

And the Plaintiff further moves for a decree pro confesso against Minnie Rozier, Fannie Rozier, Vivian Rozier and Sadie Vonzella Rozier, Defendants, for failure to comply with the requirements as to time for pleading in that the time for filing their answer or other defense expired on July 21, 1964, and the said answer or other defense have not been filed.

And the Plaintiff further moves for a decree pro confesso against Rayfield Rozier, Dorsey Rozier and Hermenia Rozier, his wife, Idella (referred to as Ardella) Rozier and Rodney Pritchett, Defendants, for failure to comply with the requirements, as to time for

pleading in that the time for filing their answer or other initial pleading expired on August 31, 1964, and the said answer or other initial pleading have not been filed.

Clayton C. Carter
Attorney for Plaintiff

Filed Oct. 14. 1964.

DECREE PRO CONFESSO

53

Upon the foregoing Motion of Hester Byers, Plaintiff, it is this 14th day of October, 1964, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County, in Equity, that the Bill of Complaint as amended is taken pro confesso against

Lee Ellis
Eva Hollis
the unknown heir, devisee or personal representative of Eva Hollis
Marcella Hollis Deloach and Raymond Deloach, her husband
Helen Hollis Montrio
Elizabeth Barboza
John Downes and Lillian Downes, his wife
Anna D. Thompson and Marion "Bruce" Thompson, her husband
Eliza Bradley and Arthur "Buster" Bradley, her husband
Maggie Taylor Wilson and Sidney Wilson, her husband
Marguerite Watson and William Watson, her husband,
Annie Taylor
Edward Taylor and Martha Taylor, his wife
Charles Taylor and Minnie Taylor, his wife
Elizabeth Taylor Hugee and Roman Hugee, her husband
The unknown heirs, devisees or personal representatives of the following deceased persons:
Mary Taylor (wife of James Taylor)
Adeline Hollis, Sarah Ellis, Annie Hollis, Mary Downes, William Downes, James Downes, Milton Downes, Fannie Neal, Philip Taylor, Samuel Taylor, John Taylor, William Taylor, Edward Taylor, James Taylor of James
Edna Hollis Trusty
Randolph Hollis
Milton Anderson
Henry Downes
William Downes
Lena Woodland and George Woodland, her husband
Mary G. Taylor, widow
William Leon Taylor and Mary Taylor, his wife
Emma Taylor
Clayton Taylor
Mildred Taylor Brown and Adolphus Brown, her husband
Minnie Rozier
Fannie Rozier
Vivian Rozier
Sadie Vonzella Rozier

Rayfield Rozier
Dorsey Rozier and Hermenia Rozier, his wife,
Idella (referred to as Ardella) Rozier
Rodney Pritchett

and the papers are referred to one of the Examiners of this Court to take testimony to support the allegations of the Bill as amended.

Thos J Gentry Jr
Judge

Filed Oct. 14. 1964

54

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS, et al., Defendant	:	NO. 4565

ANSWER OF GUARDIAN AD LITEM FOR ETHEL ANDERSON AND IRENE HOLLIS, ALLEGED INCOMPETENTS

Jeanne C. Ruecker, guardian ad litem of Ethel Anderson and Irene Hollis, alleged incompetents on behalf of said alleged incompetents, in answer to the Bill of Complaint, says:

1. She admits the allegations of paragraphs 1 through 15 and paragraph 17 of the Bill of Complaint.

2. She is without knowledge as to the allegations of paragraph number 16 of the Bill of Complaint.

3. She submits the rights of said alleged incompetents to the protection of the Court.

And as in duty bound, etc.

Jeanne C. Ruecker
Jeanne C. Ruecker
Guardian ad Litem of Ethel Anderson and Irene Hollis, alleged incompetents

I CERTIFY that on October 15, 1964, I personally served the foregoing Answer on Clayton C. Carter, Attorney for Hester Byers, by leaving a copy at his law office at 111 Lawyers Row, Centreville, Maryland with Jean D. Haymaker, his secretary, who was in charge thereof. I am over 21 years of age.

Jeanne C. Ruecker
Jeanne C. Ruecker
Guardian ad Litem of Ethel Anderson and Irene Hollis, alleged incompetents

Filed Oct. 15, 1964

55

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS, et al., Defendant	:	NO. 4565

ANSWER OF GUARDIAN AD LITEM FOR DIANE PRITCHETT, ROBERT PRITCHETT, JR., KATHLEEN PRITCHETT, ANNA MAE PRITCHETT AND BERTHA MAE PRITCHETT

Jeanne C. Ruecker, guardian ad litem of Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett, minors, on behalf of said minors, in answer to the Bill of Complaint, says:

1. She admits the allegations of paragraph 1 through 15 and paragraph 17 of the Bill of Complaint.

2. She is without knowledge as to the allegations of paragraph number 16 of the Bill of Complaint.

3. She submits the rights of said minors to the protection of the Court.

And as in duty bound, etc.

Jeanne C. Ruecker
Jeanne C. Ruecker
Guardian ad Litem of Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett, minors

I CERTIFY that on October 15, 1964, I personally served the foregoing Answer on Clayton C. Carter, Attorney for Hester Byers, by leaving a copy of same at his law office at 111 Lawyers Row, Centreville, Maryland with Jean D. Haymaker, his secretary, who was in charge thereof. I am over 21 years of age.

Jeanne C. Ruecker
Jeanne C. Ruecker
Guardian ad Litem of Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett, minors

Filed Oct. 15. 1964

56

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS, et al., Defendant	:	NO. 4565

ANSWER OF LOTTIE ELLIS, DEFENDANT, TO BILL OF COMPLAINT, AS AMENDED, OF HESTER BYERS, PLAINTIFF

Lottie Ellis, Defendant, in answer to the Bill of Complaint as amended, says:

1. She admits the allegations of paragraphs 1 through 15 and paragraph 17 of the Bill of Complaint.

2. She is without knowledge as to the allegations of paragraph number 16 of the Bill of Complaint.

3. Further answering, she admits that she was lawfully married by a religious ceremony to Lee Ellis, Defendant, at Chestertown, Maryland on June 3, 1963.

And as in duty bound, etc.

Lottie Ellis
Lottie Ellis

Service admitted this 2nd day of November, 1964.

Clayton C. Carter
Clayton C. Carter
Attorney for Hester Byers

Filed Nov. 2. 1964

57

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS, et al., Defendant	:	NO. 4565

WAIVER OF NOTICE

The undersigned, Defendant in the above entitled cause does hereby waive notice of the taking of evidence before one of the examiners of said Court in the above cause.

Lottie Ellis

Lottie Ellis

Filed Nov. 2. 1964

58

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LEE ELLIS, et al., Defendant	:	NO. 4565

NOTICE TO TAKE EVIDENCE BEFORE EXAMINER

TO: B. Hackett Turner, Jr., Examiner

A Decree Pro Confesso having been passed by the Court in the above case on October 14, 1964 and Answers having been filed by Lottie Ellis and by the Guardian ad Litem for infants and alleged incompetents, the Plaintiff desires to take evidence. It is estimated that the Plaintiff will examine four (4) witnesses and the total examination will take about two (2) hours.

Please issue summonses for the following witnesses at the following addresses:

William Leon Taylor, 110 Little Kidwell, Centreville, Md.
Randolph Hollis, 103 Holton Street, Centreville, Md.
Minnie Rozier, 416 S. Commerce Street, Centreville, Md.
Charles E. Anthony, Jr., 106 S. Liberty St., Centreville, Md.

Clayton C. Carter

Attorney for Plaintiff
Clayton C. Carter

Filed Nov 4, 1964

59

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendant	:	IN EQUITY
	:	NO. 4565

DEPOSITIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This action being at issue, and after the filing of answers and the entry of a Decree Pro Confesso on October 14, 1964, and notice having been given me by the attorney for the Plaintiff of a desire to take evidence, on November 9, 1964 at the law office of Clayton C. Carter, 111 Lawyers Row, Centreville, Maryland, the following testimony was taken and evidence offered, pursuant to notice duly given by me to Jeanne C. Ruecker, Guardian ad Litem, Lottie Ellis having waived notice by Waiver filed in this Cause on November 2, 1964.

After administering the oath to each witness, they were examined orally and the testimony was recorded on an electric recording machine and later transcribed under my direction.

Clayton C. Carter, appeared on behalf of the Plaintiff.

Question by Examiner:

Q. State your name and place of residence?

A. Hester Byers, Centreville.

Q. Have you ever been a party to any legal action or proceeding other than in this case in which the Defendants were also parties?

A. No.

The first witness being produced on behalf of the Plaintiff having been duly sworn did depose and say:

Q. State your name age and address?

A. Charles E. Anthony, Jr., age 36, Centreville, Maryland.

Q. What is your occupation?

A. I am a real estate broker.

Q. Have you had any training in appraising real estate properties?

A. Yes I have.

Q. Are you familiar with the values of properties in the Town of Centreville?

A. Yes, I am.

Q. Are you familiar with the property of the late James Taylor located on South Commerce Street in Centreville?

A. Yes I'm familiar with this property.

Q. Have you ever had occasion to make an appraisal of this property?

A. Yes I have appraised this property.

Q. When did you make the appraisal?

A. November 4th, 1964.

Q. Did you make a written appraisal of this property?

A. Yes I did.

Q. I hand you this paper and ask you to identify it?

A. This is the written appraisal that I made of this property.

I would like to introduce and have marked "Plaintiff's Exhibit No. 1."

Q. Would you please state what in your opinion is the fair market value of this property today?

A. The fair market value of this property today in my opinion is $1,800.00.

Q. State whether or not in your opinion this property could be divided among the many heirs of the late James Taylor without loss or injury to these parties?

A. In my opinion it would be impossible to divide this property among the heirs.

Q. Would you please state your reason for that opinion?

A. The property consists of only 3/4 of an acre and it would be impossible to have any satisfactory division among the large number of heirs of a property this small.

Q. Would the Town zoning regulations have anything to do with the size of the lots, do you know?

A. The Town Zoning would not allow division of this property among the heirs.

Hester Byers, having been duly sworn did depose and say:

Q. Who was your father?

A. James Taylor.

Q. Is he living or dead?

A. Dead.

Q. When did he die?

A. In 1915.

Q. Did your father leave a wife to survive him?

A. Yes.

Q. What was her name?

A. Mary E. Taylor.

Q. When did she die?

A. She died in August.

Q. What year?

A. 1925.

Q. Did your father own any property when he died?

A. Yes.

Q. Where was it located?

A. Where its at in Locust Grove.

Q. Where is that?

A. Up on the hill what we always called Locust Grove.

Q. Where? What hill, where is the hill located?

A. Locust Grove, oh, Centreville.

Q. What street is it located on?

A. Commerce Street.

I would like to offer in evidence a certified copy of a deed to James Taylor from John B. Brown, Administrator, dated January 22, 1894 and recorded among the land records of Queen Anne's County in Liber L.D. No. 2 folio 486 and have it marked "Plaintiff's Exhibit No. 2".

Q. Now Hester did your father have any children living when he died?

A. Yes.

Q. Would you please name them?

A. Oh.

Q. First let me ask you how many children did he have when he died?

A. 8 of us living.

Q. Now please name those 11 children?

A. Well, John, Phil, Sarah Ellis, Ice-man big Jim,

Q. What other brothers did you have?

A. Sammy Taylor and Charlie.

Q. Any sisters?

A. No I don't, Willie got burned, Adeline Hollis, Mary Downes.

Q. Are any of these children beside you still living?

A. No, Sallie is the last one.

Q. Hester who has been paying the taxes on these properties over the last several years?

A. Whats you mean?

Q. I hand you these receipts and tax bills from the Town of Centreville and tell me who paid those taxes?

A. Hester Byers.

I would like to offer these in exhibit and have them marked "Plaintiff's Exhibit 3".

Q. I now hand you tax bills from the County Treasurer of Queen Anne's County since 1948 and ask you to look at them and tell who paid those?

A. Hester Byers.

J.H. B.H.T. I offer these in evidence and ask that they be marked "Plaintiff's Exhibit No. 4".

Q. Now Hester I hand you another bill from the Town Commissioners of Centreville showing that on November 9th, today, you paid $347.66 for taxes and special assessments and interest and advertising, did you pay that today to the Town?

A. I did.

Have this marked "Plaintiff's Exhibit No. 5".

Q. Hester have you offered to sell this property?

A. Yes.

Q. How much did you ask for it?

A. Two thousand.

Q. Did anyone agree to pay you the $2,000 for the property?

A. Yes sir.

Q. How long ago was that?

A. About 2 years ago.

Q. What was the name of the man who offered to pay you that?

A. Mr. Eley.

Q. Whats his first name?

A. Howard Eley.

Randolph Hollis, having been duly sworn did depose and say:

Q. State your name, age and address?

A. Randolph Hollis, 103 Holton Street, age 39.

Q. Who was your Mother?

A. Annie Hollis.

Q. Is she living or dead?

A. Dead.

Q. Do you know when she died?

A. She died in 1940.

Q. Did she have a will?

A. No sir.

Q. Did she leave a widower?

A. No sir.

Q. What heirs did she have?

A. No heirs only just me.

Q. Now who was your Grandmother?

A. Adeline Hollis.

Q. Is she dead or alive?

A. She is dead.

Q. Do you know when she died?

A. 1942.

Q. Did she have a will when she died?

A. No sir.

Q. Did she leave a widower when she died?

A. No sir.

Q. Did she have any children when she died?

A. Yes sir.

Q. Would you name each of those children? Giving me their married name if they are married?

A. Betty Barbozo and Eva Hollis, Marcella Hollis, Ethel Anderson, Edna Trusty and Helen Montrio, Irene Hollis.

Q. Then your Grandmother outlived your own Mother, Annie?

A. Yes sir.

Q. What is Marcella Hollis's married name?

A. Deloach.

Q. Are you familiar with some of the children of the late James Taylor who was the father of Hester Byers?

A. Yes sir.

Q. Did you know Philip Taylor?

A. Yes sir.

Q. Is he living or dead?

A. Dead.

Q. Do you know when he died?

A. In 43.

Q. Did he have any children when he died?

A. No sir.

Q. Was he married when he died?

A. No sir.

Q. Did he have a will when he died?

A. No sir.

Q. Is Samuel Taylor living or dead?

A. Dead.

Q. Do you know when he died?

A. 42.

Q. Did he have any children when he died?

A. No sir no children.

Q. Did he have a will when he died?

A. No.

Q. Was he married when he died?

A. No sir.

Q. Did you know Charles Taylor the brother of Hester Byers?

A. Yes sir.

Q. Is he living or dead?

A. Dead.

Q. Do you know when he died?

A. 1942.

Q. Did he have any children when he died?

A. No sir.

Q. Did he leave a widow?

A. Yes sir.

Q. What is her name?

A. Mary G. Taylor.

Q. Where does she live?

A. 101 Holton Street.

Q. Did you know William Taylor the brother of Hester Byers?

A. Yes sir.

Q. Is he living or dead?

A. Dead.

Q. Did he have a wife when he died?

A. Yes sir.

Q. What was her name?

A. Maggie Taylor.

Q. Is she or has she ever remarried?

A. Yes sir.

Q. Whats her married name?

A. Wilson.

Q. Did he have any children?

A. One daughter.

Q. Whats her name?

A. Marguerite Taylor.

Q. Married name?

A. Watson.

Q. Is James Taylor the brother of Hester Byers still living.

A. No sir.

Q. Do you know when he died?

A. 1938.

Q. Did he have a widow when he died?

A. Yes sir.

Q. Whats her name?

A. Emma Taylor.

Q. Has she ever remarried?

A. No sir.

Q. He have any children?

A. Yes sir.

Q. What are their names?

A. Clayton Taylor and Mildred Brown.

Q. Is the brother of Hester Byers by the name of John Taylor still living?

A. No sir.

Q. When did he die?

A. In 52.

Q. Did he have any children or was he married?

A. No sir.

Q. Did he leave a will?

A. No sir.

Q. To your knowledge did any of these brothers and sisters of Hester Byers who have died leave any will?

A. No sir.

Q. Is Sarah Ellis the sister of Hester Byers still living?

A. No sir.

Q. When did she die?

A. 1963.

Q. Did she have any children?

A. No sir.

Q. Did she leave a husband?

A. Yes sir.

Q. Whats his name?

A. Lee Ellis.

Q. Is Hester Byers married?

A. She is a widow.

Q. Do you know where Eva Hollis is?

A. No sir.

Q. Does anybody to your knowledge know where she is?

A. Nobody.

Q. When you last heard from her had she married?

A. No sir.

Q. What is the marriage status of Edna Hollis Trusty?

A. She is a widow.

Q. Do you know who Marcella Hollis Deloach is married to?

A. Raymond Deloach.

Q. And Randolph you are now a widower?

A. Yes sir.

Q. What is the marriage status of Helen Hollis Montrio?

A. She is a widow.

Q. Has Irene Hollis ever married?

A. No sir.

Q. What is the marriage status of Betty or Elizabehh Barbozo?

A. Divorced.

Q. To whom is Ethel Anderson married?

A. Milton Anderson.

Q. To whom is John Downes married?

A. Lillian Downes.

Q. What is the marriage status of Henry Downes?

A. Single.

Q. And Willie or William Downes?

A. Single.

Q. What is the marriage status of Anna Thompson?

A. She is married.

Q. What is her husbands name?

A. Bruce Thompson.

Q. Do you know to whom Eliza Bradley is married?

A. Buster Bradley.

Q. Who is Lena Woodland married to?

A. George Woodland.

Q. Did Mary Taylor the widow of Charles Taylor ever remarry?

A. No sir.

Q. Do you know who Maggie Taylor Wilson is married to?

A. Sidney Wilson.

Q. Do you know who Marguerite Watson is married to?

A. William Watson.

Q. What is the marriage status of Annie Taylor?

A. Widow.

The next witness being produced on behalf of the Plaintiff having been duly sworn did depose and say:

Q. State your name, age and address?

A. William Leon Taylor, age 56, I live at 110 Little Kidwell, Centreville, Maryland.

Q. Who was your father?

A. Edward Taylor.

Q. Was he the son of the late James Taylor?

A. Yes he was.

Q. Is your father living?

A. No he is dead.

Q. When did he die?

A. In 1954.

Q. Did he have a will when he died?

A. No he did not.

Q. Did he leave a widow?

A. Yes.

Q. What is her name?

A. Annie Taylor.

Q. Is she living?

A. Yes she is.

Q. Did he leave any children?

A. Yes, four.

Q. Name the children?

A. Edward Taylor, Charles Taylor, Leon Taylor and Elizabeth Taylor Hugee.

Q. To whom are you married?

A. Mary V. Taylor.

Q. To whom is Charles married?

A. Minnie Taylor.

Q. To whom is Elizabeth Hugee married?

A. Roman Hugee.

Q. To whom is Edward Taylor married?

A. Martha Taylor.

The next witness on behalf of the Plaintiff having been duly sworn, did depose and say:

Q. State your name and address?

A. Lena Woodland, 106 Holton Street, Centreville, Maryland.

Q. Are you over 21?

A. Oh yes.

Q. Who was your Mother?

A. Mary Downes.

Q. Is she living or dead?

A. Dead.

Q. When did she die?

A. October 1940.

Q. Did she have a will when she died?

A. No.

Q. Did she leave a husband?

A. Yes.

Q. What was his name?

A. William Downes.

Q. Is he living?

A. No.

Q. When did he die?

A. 1958.

Q. Did he have a will?

A. No.

Q. Did he ever remarry?

A. No.

Q. Name the children of Mary Downes who were living when she died?

A. Lena Woodland, Fannie Neal, Susie Rozier, William Downes, Eliza Bradley, John Downes, Anna Mae Thompson, James, Henry and Milton.

Q. Have any of those brothers and sisters of yours died since your father and mother died?

A. Yes. Fannie Neal.

Q. When did she die?

A. 1960.

Q. Did she have any children when she died?

A. No children.

Q. Was she married at the time of her death?

A. No.

Q. Did she have a will when she died?

A. No.

Q. Is James Downes living?

A. No.

Q. When did he die?

A. 1958.

Q. Did he have any children when he died?

A. No children.

Q. Was he married when he died?

A. No divorced.

Q. Is Milton Downes living?

A. No.

Q. When did Milton Downes die?

A. 1957.

Q. Did he have any children when he died?

A. No.

Q. Was he married at the time of his death?

A. No.

Q. Is Susie Rozier living?

A. No.

Q. When did she die?

A. September 23rd, 1963.

Q. Did she leave a husband surviving?

A. Yes.

Q. What is his name?

A. Rayfield Rozier.

Q. Did she leave any children surviving?

A. Yes.

Q. Name the children that were living when she died?

A. Minnie Rozier, Fannie Rozier, Idella Rozier, Dorsey Rozier and Vivian Rozier.

Q. Did she leave any children that were dead?

A. Bertha Pritchett.

Q. Did Bertha Pritchett leave any children?

A. Yes.

Q. Name them?

A. Vonzella Rozier, Diane Pritchett, Bertha Mae Pritchett, Anna Mae Pritchett, Kathleen Pritchett, Robert Pritchett and Rodney Pritchett.

Q. To your knowledge has Rayfield Rozier ever remarried?

A. No.

Q. To whom is Dorsey Rozier married?

A. Hermenia.

Q. Are Minnie, Idella, Fannie and Vivian Rozier married?

A. No.

Q. Are they all over age?

A. Yes.

Q. Is Sadie Vonzella Rozier married?

A. No.

Q. Rodney Pritchett married?

A. No.

Q. Are Vonzella and Rodney Pritchett grown?

A. Yes.

Q. Are Diane Pritchett, Robert Pritchett, Jr., Kathleen Pritchett, Anna Mae Pritchett and Bertha Mae Pritchett under the age of 21 years?

A. Yes.

Q. Have any of them ever married?

A. No.

Q. To your knowledge did Susie Rozier have a will when she died?

A. No.

Hester Byers, the Plaintiff, having been recalled to testify did depose and say:

Q. Hester has Lee Ellis ever married since your sister Sarah Ellis died?

A. Yes.

Q. What is her name?

A. Lottie Ellis.

Q. What is Clayton Taylor's marital status?

A. Single man.

Q. Who is Mildred Brown married to?

A. Adolphus Brown.

The next witness being produced on behalf of the Plaintiff after being duly sworn, did depose and say:

I am Clayton C. Carter, Attorney for the Plaintiff in this case, am 46 years old and have been a practicing attorney in this State since October 29, 1946. I have examined the applicable records in the office of the Register of Wills and Orphans' Court of Queen Anne's County and found no will of or administration upon the estates of Mary Taylor, wife of James Taylor, Adeline Hollis, Sarah Ellis, Anna Hollis, Mary Downes, William Downes, James Downes, Milton Downes, Fannie Neal, Philip Taylor, Samuel Taylor, John Taylor, William Taylor, Edith Taylor, and James Taylor of James. I did find an administration upon the Estate of Charles Taylor of James, who died intestate, and that there was a publication of a Notice to Creditors in accordance with the Testamentary Law of this State then

in effect.

There being no other evidence offered, I then at the request of the attorney for Plaintiff, close the depositions and now return the same closed under my hand and seal this 11th day of November, 1964.

I HEREBY CERTIFY that;

1. The following Exhibits which are attached hereto were filed at the deposition:

1-Plaintiff's Exhibit No. 1 Appraisal of Charles E. Anthony, Jr.

2-Plaintiff's Exhibit No. 2 Certified copy of Deed dated January 22, 1894 from John B. Brown, Administrator d.b.n., c.t.a. of John Tilghman, deceased, to James Taylor recorded in Liber L.D. No. 2 folio 486, a land record book for Queen Anne's County.

3-Plaintiff's Exhibit No. 3 Receipts for payment of Town Taxes and charges.

4-Plaintiff's Exhibit No. 4 Receipts for payment of State and County taxes.

5-Plaintiff's Exhibit No. 5 Payment of 1964 Half year taxes.and assessments to the Town Commissioners of Centreville.

2. The following costs are chargeable in this case, to wit:

1-B. Hackett Turner, Jr., Examiner.....	$ 10.00
2-Jean D. Haymaker, Stenographer.....	15.00
3-Charles E. Anthony, Jr., expert witness.....	10.00
4-Randolph Hollis, witness.....	1.00
5-William Leon Taylor, witness.....	1.00
6-Lena Woodland, witness.....	1.00
	$ 38.00

3. The depositions were commenced at 3:00 o'clock p.m. and adjourned at 4:30 o'clock p.m.

B. Hackett Turner (SEAL)
Examiner

Filed Nov. 12. 1964

LIBER 1 PAGE 250

LAW OFFICES
CLAYTON C. CARTER
111 LAWYERS ROW
CENTREVILLE, MARYLAND

Exhibits No 1-5
Filed Nov 12 1964

52-A

READ NOTICES ON OTHER SIDE
Kindly Return This Bill For Receipt
No Receipts will be sent unless stamp is enclosed

Remittance To:
C. PERCY ARRINGTON, Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES
1948 298

FURNITURE EXEMPT FROM STATE TAX	TOTAL PROPERTY LESS FURNITURE	COUNTY 40c	SCHOOL 80c	STATE 11.13c	TOTAL
		520	1040	145	1705

Jesse Taylor

Treasurer of Queen Anne's Co. FEB 18 1949 C. Percy Arrington, Treas.

County Tax Interest
State Tax Interest
TOTAL

Pls. Ephs. No 4. Paid by Hester Byers. Filed Nov. 12. 1964

County Treasurer

READ NOTICES ON OTHER SIDE
Kindly Return This Bill For Receipt
No Receipt will be sent unless stamp is enclosed

Remittance To:
CLAUDE LOWERY, Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES
1953 318

FURNITURE EXEMPT FROM STATE TAX	TOTAL PROPERTY LESS FURNITURE	COUNTY 60c	SCHOOL $1.10	STATE 6.04c	TOTAL
	1905	1143	2090	115	3348

Jesse Taylor

Claude Lowery, Treas. NOV 9 1953 State Tax Paid 10539 10/8/53 CLAUDE LOWERY, Treas.

County and School Tax Interest
State Tax Interest
TOTAL

1341
2000
1500
500

County Treasurer

READ NOTICES ON OTHER SIDE
Kindly Return This Bill For Receipt
No Receipt will be sent unless stamp is enclosed

Remittance To:
CHARLES E. ANTHONY, SR., Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES
1955 339

JAMES TAYLOR HEIRS
% MARY E. TAYLOR
CENTREVILLE, MD.

FURNITURE EXEMPT FROM STATE TAX	TOTAL PROPERTY LESS FURNITURE	COUNTY 64c	SCHOOL $1.23	STATE 12c	TOTAL
	1560	1000	23 37	2 00	37 62*

Treasurer of Queen Anne's Co. NOV 15 1955 Charles E. Anthony, Sr. Treas. State Tax Paid

County and School Tax Interest
State Tax Interest
TOTAL

15.00
10.00
12.62
10.00
26 2

County Treasurer

LIBER 1 PAGE 251

☞ READ NOTICES ON OTHER SIDE ☜
☞ Kindly Return This Bill For Receipt ☜

Remittance To:
CHARLES E. ANTHONY, SR., Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES
1956 325

FURNITURE EXEMPT FROM STATE TAX	TOTAL PROPERTY LESS FURNITURE	COUNTY 58¢	SCHOOL $1.27	STATE 10.9¢	TOTAL
	1900	11 02	24 13	2 07	37 22*

JAMES TAYLOR HEIRS
% MARY E TAYLOR
CENTREVILLE, MD.

Paid 9-20-56 10.00
No Interest Due Until Jan. 1st, Then 2% On Total Bill Plus ½% For Each Month Thereafter. 27.22
Pd 10-6-56 10.00
17.22
TOTAL Pd 11-10-56 5.00
12.22
Enclose Stamp For Receipt 5.22
Pd-11-30-56 7.

Treasurer's Office NOV 30 1956 Charles E. Anthony, Sr., Treasurer

☞ READ NOTICES ON OTHER SIDE ☜
☞ Kindly Return This Bill For Receipt ☜

Remittance To:
CHARLES E. ANTHONY, SR., Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES
1957 325

FURNITURE EXEMPT FROM STATE TAX	TOTAL PROPERTY LESS FURNITURE	COUNTY 50¢	SCHOOL $1.35	STATE 14.25¢	TOTAL
	1900	9 50	25 65	2 71	37 86*

JAMES TAYLOR HEIRS
% MARY TAYLOR
CENTREVILLE, MD.

Pd. 9-18-57 15 00
No Interest Due Until Jan. 1st, Then 2% On Total Bill Plus ½% For Each Month Thereafter. 22.86
Pd. 9-28-57 5.00
17.86
TOTAL Pd. 10-11-57 5.00
12.86
Pd. 10-19-57 5.00
Enclose Stamp For Receipt
Pd. 11-9-57 7.86

Treasurer's Office Queen Anne Co. NOV 5 1957

Paid by Hester Byers

☞ READ NOTICES ON OTHER SIDE ☜
☞ Kindly Return This Bill For Receipt ☜

Remittance To:
CHARLES E. ANTHONY, SR., Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES
1958 321

FURNITURE EXEMPT FROM STATE TAX	TOTAL PROPERTY LESS FURNITURE	COUNTY 36¢	SCHOOL $1.49	STATE 14.25¢	TOTAL
	1900	6 84	28 31	2 71	37 86*

JAMES TAYLOR HEIRS
% MARY E. TAYLOR
CENTREVILLE, MD.

8/12/58 12.00
No Interest Due Until Jan. 1st, Then 2% On Total Bill Plus ½% For Each Month Thereafter. 25.86
8/12/58 15.00
10.86
TOTAL
Enclose Stamp For Receipt.

Treasurer of Queen Anne Co. 5 1960

☞ READ NOTICES ON OTHER SIDE ☜
☞ Kindly Return This Bill For Receipt ☜

Duplicate

Remittance To:
ROYDEN N. POWELL, JR., Treasurer
Centreville, Queen Anne's County, Maryland

STATEMENT OF TAXES
1959 318

FURNITURE EXEMPT FROM STATE TAX	TOTAL PROPERTY LESS FURNITURE	COUNTY 39¢	SCHOOL $1.51	STATE 13.42¢	TOTAL
	2000	7.80	30.20	2.68	40.68

James Taylor Heirs
% Mary E. Taylor

Pd 12-31-59 15.00
No Interest Due Until Jan. 1st, Then 2% On Total Bill Plus ½% For Each Month Thereafter. Pd 12-31-59 25.68
15.68
10.00
20 Int
Pd 1-29-60 10.20
TOTAL 2.50
Pd by Hester Bowers Pd 2-5-60 7.70
Enclose Stamp For Receipt.

Royden N. Powell, Jr. Treasurer

LIBER 1 PAGE 252

PLEASE REMIT TO:
ROYDEN N. POWELL, JR., TREASURER
CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND

TAXES DUE APRIL 1, 1963
2% INTEREST DUE ON TOTAL BILL JAN. 1, 1964, THEN ½% PER MONTH THEREAFTER
DELINQUENT JANUARY 1, 1964

PAYMENTS MAY BE MADE BY CHECK OR MONEY ORDER • RETURN THIS BILL FOR RECEIPT AND ENCLOSE STAMP

STATEMENT OF TAXES

C 9/19/63 300

TOTAL REAL ESTATE	COUNTY 36¢	SCHOOL $1.71	STATE 15¢	TOTAL
550	198	940	82	1220

JAMES TAYLOR HEIRS
% HESTER DEYERS
CENTREVILLE MD.

Pd. 5/20/63 5.00
Pd. 7/24/63 7.00
TOTAL

Treasurer of Queen Anne's Co.
PAID
JUL 24 1963
Royden N. Powell, Jr., Treas.

COUNTY TREASURER'S OFFICE CLOSED SATURDAY
DELINQUENTS WILL BE ADVERTISED AFTER FEB. 15, 1964. TAXES WILL BE COLLECTED ACCORDING TO LAW IF UNPAID BY APRIL 10, 1964. TAXES ARE A LIEN AGAINST PROPERTY UNTIL ALL TAXES, INTEREST AND COST ARE PAID IN FULL.

PLEASE REMIT TO:
ROYDEN N. POWELL, JR., TREASURER
CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND

½ OF 1% INTEREST PER MONTH DUE ON TOTAL BILL AFTER JUNE 1, 1964
TAXES DUE: APRIL 1, 1964
DELINQUENT: JUNE 1, 1964

THIS IS A SIX MONTH BILL--JAN. 1, 1964, TO JUNE 30, 1964

PAYMENTS MAY BE MADE BY CHECK OR MONEY ORDER • RETURN THIS BILL FOR RECEIPT AND ENCLOSE STAMP

STATEMENT OF TAXES 1964 303

TOTAL REAL ESTATE	COUNTY 9¢	SCHOOL 99¢		TOTAL
550	50	545		595

JAMES TAYLOR HEIRS
% HESTER DEYERS
CENTREVILLE MD

ADJ N DROP

Treasurer of Queen Anne's Co.
PAID
MAR 5 1964
Royden N. Powell, Jr., Treas.

TOTAL

COUNTY TREASURER'S OFFICE CLOSED SATURDAY
DELINQUENTS WILL BE ADVERTISED AFTER FEB. 15, 1965. TAXES WILL BE COLLECTED ACCORDING TO LAW IF UNPAID BY APRIL 10, 1965. TAXES ARE A LIEN AGAINST PROPERTY UNTIL ALL TAXES, INTEREST AND COST ARE PAID IN FULL.

N

	.00	#
17	.05	C
33	.45	
37	.62	
37	.22	
37	.86	
37	.86	
40	.68	
2 41	.74	S
Pd. 7/24/63 1 2	.20	
Pd 3/5/64	5.95	
2 5 9	.89	#

1

LIBER 1 PAGE 253

Received 9/27/48 194

of Hester Byers

Nine and 49/100 Dollars

Jas Taylor Heirs

(Inf full)

$ 9.49

Robert T. Merrell

TREASURER OF CENTREVILLE, MD.

PAID

SEP 27 1948

EDWARD BARTON, Treas.

Gibson 790

Received 7/5/46 194

of Hester Byers

TREASURER OF CENTREVILLE, MD.

Three and 00/100 Dollars

Bal on Jas Taylor Estate taxes

PAID

CHARLES M. JUMP, Treas.

$ 3.00

Robert T Merrell

Pl. Eqlas, No. 3, 7 ds Nov 12. 1964

Gibson 790

Received May 13th 1954

of Hester Byers

Twelve and 00/100 Dollars

Bal due on Jas Taylor Heirs

Town taxes 1954

TREASURER OF CENTREVILLE, MD.

PAID

MAY 13 1954

$ 12.00

Robert T Merrell

Gibson 790

TO: THE TOWN COMMISSIONERS OF CENTREVILLE, MD., DR.

TOWN TAXES AND CHARGES FOR 19 55

RETURN THIS BILL WITH REMITTANCE AND ENCLOSE STAMP FOR RECEIPT

PREMISES ON: Commerce Street

ADJOINING: Dobson

DATE	REAL ESTATE			PERSONAL PROPERTY			WATER	SEWER	TOTAL
	RATE PER $100	ASSESSED VALUATION	TAX AMOUNT	RATE PER $100	ASSESSED VALUATION	TAX AMOUNT	RATE CHARGE	RATE CHARGE	
APR 1'55	.95	1,900	18.05						18.05 *
							4/13/55	INTEREST	10 05
							5/21/55	OTHER	8.00
									3.00
									5.00

James Taylor Heirs
% Hester Byers
Centreville, Md.

T-5

NOTICE: All taxes and charges are due April 1st. On and after June 1st, interest will be charged at the rate of ½ of one percent per month from April 1st.

After October 1st, property on which taxes and charges have been made, but not paid, will be advertised for sale.

LIBER 1 PAGE 254

6/15/55 19

Received of Dastayla Stein

Five and 00/100 Dollars

Town taxes 1955 a/c

$ 5.00

Robert L. Kunkel

JUN 15 1955

Silsons 701

7/21/56 19

Received from Hester Byers

Five and 00/100 Dollars

on acct. town taxes for James

$ 5.00

Robert L. Kunkel

JUL 21 1956

TO: THE TOWN COMMISSIONERS OF CENTREVILLE, MD., DR.

TOWN TAXES AND CHARGES FOR 19 57

RETURN THIS BILL WITH REMITTANCE AND ENCLOSE STAMP FOR RECEIPT

PREMISES ON: So. Commerce St.

ADJOINING: Brown

DATE	REAL ESTATE RATE PER $100	REAL ESTATE ASSESSED VALUATION	REAL ESTATE TAX AMOUNT	PERSONAL PROPERTY RATE PER $100	PERSONAL PROPERTY ASSESSED VALUATION	PERSONAL PROPERTY TAX AMOUNT	WATER RATE CHARGE	SEWER RATE CHARGE	TOTAL
4/ 1/57	.95	1 900 00	18 05				5 00		23 05
							Paid 5/2/57	INTEREST	10.00
									13.05
							Paid 6/8/57	OTHER	5.00
									8.05
							Paid 6/24/57		5.00
									3.05

TREASURER OF CENTREVILLE, MD.

PAID JUL 13 1957

James Taylor Heirs
c/o Mary E. Taylor
Centreville, Maryland T-6

NOTICE: All taxes and charges are due April 1st. On and after June 1st, interest will be charged at the rate of ½ of one percent per month from April 1st.

After October 1st, property on which taxes and charges have been made, but not paid, will be advertised for sale.

TO: THE TOWN COMMISSIONERS OF CENTREVILLE, MD., DR.

TOWN TAXES AND CHARGES FOR 19 58

RETURN THIS BILL WITH REMITTANCE AND ENCLOSE STAMP FOR RECEIPT

PREMISES ON: S Commerce St

ADJOINING: Brown

DATE	REAL ESTATE RATE PER $100	REAL ESTATE ASSESSED VALUATION	REAL ESTATE TAX AMOUNT	PERSONAL PROPERTY RATE PER $100	PERSONAL PROPERTY ASSESSED VALUATION	PERSONAL PROPERTY TAX AMOUNT	WATER RATE CHARGE	SEWER RATE CHARGE	TOTAL
4/1/58	.78	1 900 00	14 82				5 00		19 82
							4/23	INTEREST	10 —
									9.82
							4/3-/58	OTHER	9 82

TREASURER OF CENTREVILLE, MD.

APR 30 1958

James Taylor Heirs
c/o Mary E Taylor
Centreville, Md. T 6

NOTICE: All taxes and charges are due April 1st. On and after June 1st, interest will be charged at the rate of ½ of one percent per month from April 1st.

After October 1st,, property on which taxes and charges have been made, but not paid, will be advertised for sale.

LIBER 1 PAGE 255

No. _____ July 6 1959

Received of Hester Byers

Five and ____ 00/100 Dollars

Amt. of Account		
Amt. Paid		
Balance Due		

Town Taxes 1958

$ 5.00

WESTAB

PAID JUN 6 1959

E Olsen

No. _____ July 18 1959

Received of James Taylor Heirs & Mary E Taylor

Five dollars and ____ 00/100 Dollars

Amt. of Account		
Amt. Paid		
Balance Due	5	00

Town Taxes 1958

$

WESTAB

PAID JUL 18 1959

E Olsen

No. _____ August 5 1959

Received of Hester Byers (James Taylor Heirs)

Five and ____ 00/100 Dollars

Amt. of Account		
Amt. Paid		
Balance Due		

Town Taxes for 19

$ 5.00

WESTAB

PAID AUG 15 1959

E Olsen

TO: THE TOWN COMMISSIONERS OF CENTREVILLE, MD., DR.

TOWN TAXES AND CHARGES FOR 19 59

RETURN THIS BILL WITH REMITTANCE AND ENCLOSE STAMP FOR RECEIPT

PREMISES ON: S Commerce

ADJOINING: Dobson

DATE	REAL ESTATE			PERSONAL PROPERTY			WATER RATE CHARGE	SEWER RATE CHARGE	TOTAL
	RATE PER $100	ASSESSED VALUATION	TAX AMOUNT	RATE PER $100	ASSESSED VALUATION	TAX AMOUNT			
4/1/59	.78	2 000 00	15 60				5 00		20 60

INTEREST

OTHER

James Taylor Heirs
c/o Mary E Taylor
Centreville, Md.

T-6

NOTICE: All taxes and charges are due April 1st. On and after June 1st, interest will be charged at the rate of ½ of one percent per month from April 1st.

Any tax bill billed and mailed after May 1st of any year will be due within 30 days after mailing date, and will be delinquent after that 30 day period.

After October 1st, property on which taxes and charges have been made, but not paid, will be advertised for sale.

TO: THE TOWN COMMISSIONERS OF CENTREVILLE, MD. DR.
CHARGES FOR 19 63
RETURN THIS BILL WITH REMITTANCE AND ENCLOSE STAMP FOR RECEIPT

PREMISES ON: S. Commerce St.
ADJOINING:

DATE	WATER RATE CHARGES	SEWER RATE CHARGES	TOTAL
1/1/63		12.00	12.00

INTEREST

OTHER

TREASURER OF CENTREVILLE, MD.
PAID
JAN 8 1963
PER [signature]

James Taylor Heirs
c/o Hester Byers
Centreville, Md.

T-4

NOTICE: All charges are due April 1st. On and after June 1st, interest will be charged at the rate of ½ of one percent per month from April 1st.
After October 1st, property on which charges have been made, but not paid, will be advertised for sale.

LAST NOTICE BEFORE ADVERTISING AS A TAX DELINQUENT

TAXES DUE TOWN COMMISSIONERS OF CENTREVILLE
Statement for the year 19 63

Basis at 550.00 at $ .67 on each $100.00	$ 3.69
Interest from June 1st, 1963 to Sept. 1963	.11
Advertising or Other Costs	
TOTAL	3.80

All taxes are due April 1st. After June 1st, interest will be charged at the rate of ½ of one per-cent per month until paid, retroactive to April 1st.
Unless this bill is paid AT ONCE, you will be advertised as "delinquent" in the Oct 3, 1963 issue of the local newspaper.
After October 1st, property on which the taxes, or other charges, have not been paid in full (real estate, personal property, water and sewer or other) will be advertised for public tax sale.

TREASURER OF CENTREVILLE PAID SEP 13 1963

[signature]
TOWN TREASURER

James Taylor Heirs
c/o Mary E. Taylor
Centreville, Md.

Pd. 9/13/63
Pd. 11/19/63

TO: THE TOWN COMMISSIONERS OF CENTREVILLE, MD., DR.
CHARGES FOR 19 64
RETURN THIS BILL WITH REMITTANCE AND ENCLOSE STAMP FOR RECEIPT

PREMISES ON: Commerce St.
ADJOINING: Brown

DATE	REAL ESTATE			PERSONAL PROPERTY			WATER RATE CHARGE	SEWER RATE CHARGE	TOTAL
	RATE PER $100	ASSESSED VALUATION	TAX AMOUNT	RATE PER $100	ASSESSED VALUATION	TAX AMOUNT			
3/2/64	.29	550.00	1.60						1.60

INTEREST

OTHER

James Taylor Heirs
c/o Hester Byers
Centreville, Md.

T-11

NOTICE: All taxes and charges are due April 1st. On and after June 1st, interest will be charged at the rate of ½ of one percent per month from April 1st.
Any tax bill billed and mailed after May 1st of any year will be due within 30 days after mailing date, and will be delinquent after that 30 day period.
After October 1st property on which taxes and charges have been made, but not paid, will be advertised for sale.

LIBER 1 PAGE 257

ELECTRIC
WATER

SEWER
CEMETERY

Centreville, Md.,

James Taylor Heirs
c/o Hester Byers
Centreville, Maryland

To *The Town Commissioners*, Dr.
OF CENTREVILLE

11/9/64	Taxes - 1/2 Year	$ 1.60
	Special Assessment	344.50
	Interest and Advertising	1.56
	TOTAL	$ 347.66

For value received, payment in full of the above taxes, the undersigned does hereby assign the same unto Hester Byers.

As Witness its hand and Seal this 9th day of November 1964.

THE TOWN COMMISSIONERS
OF CENTREVILLE, MARYLAND

BY: William P. Turner
Clerk

TREASURER OF CENTREVILLE, MD.
NOV 9 1964
PAID
PER Turner

Filed Nov. 12, 1964

Plsr. Exh. No. 5

LIBER 1 PAGE 258

RECEIVED NOV 5 1964

Eastern Shore Estates Co.

Real Estate and Insurance

108 Broadway - Phone: ~~XXXX~~ 758-1777

Centreville + Queen Anne's County + Maryland

Nov. 4, 1964

Mr. Clayton C. Carter
Attorney at Law
Centreville, Maryland

Dear Mr. Carter:

At your request the Undersigned has this day appraised the property on South Commerce Street in Centreville known as the Locust Grove property which was conveyed by deed to James Taylor June 22, 1894, and is recorded in the Queen Anne's County Land Records in Liber L. D. 2, Folio 486.

This property contains approximately three quarters (3/4) of an acre of land with approximately 249 feet of frontage on Commerce Street with an average depth of approximately 135 feet. At the present time this property is unimproved except for the ruins of a frame home which was burned in October of 1962. Town water and sewerage is available.

This property is assessed for tax purposes at Five Hundred Fifty Dollars ($550.00).

It is the opinion of the Undersigned Appraiser that the fair market value of this property at this time is Eighteen Hundred Dollars ($1800.00).

The Undersigned is a licensed Real Estate Broker and familiar with property values in Centreville.

Very truly yours,

Charles E. Anthony Jr.

CEAJr/S

CHARLES E. ANTHONY, JR. BROKER
EASTERN SHORE ESTATES COMPANY

Pl. Exh. No. 1.

Queen Annes County, to wit: Be it remembered, that on the [illegible] day of January in the year One Thousand eight hundred and ninety four, the following Deed was brought to be recorded, to wit:

This Deed, made this Twenty second day of January, in the year Eighteen hundred and ninety four, by John B. Brown, of Queen Annes County, in the State of Maryland, administrator de bonis non, cum testamento annexo of John Tilghman, late of Queen Annes County deceased

Witnesseth: Whereas, on the 18th day of November 1877, by virtue of a power of sale contained in the last will of the late John Tilghman, and duly executed to pass real estate, admitted to probate by the Orphans Court of Queen Annes County aforesaid, and now on file in the office of the Register of Wills for said County, the said John B. Brown, administrator as aforesaid made sale of the hereinafter described lot No. 1. of said Real Estate to James Taylor, colored, of said Queen Annes County, at and for the sum of Two hundred and sixty six dollars. And whereas said sale having been reported to the Orphans Court for Queen Annes County aforesaid, has been by said Court finally ratified and confirmed. And Whereas the purchase money therefor having been paid the said James Taylor is entitled to a Deed of conveyance of said real estate;

Now Therefore, in consideration of the premises and of sum of two hundred and sixty six dollars, the said John B. Brown, administrator de bonis non, cum testamento annexo of John Tilghman, doth grant and convey unto the said James Taylor his heirs and assigns forever, the real estate as aforesaid sold to him, consisting of a part of a tract of land called and known as "Locust Grove" situate in the town of Centreville, Queen Annes County aforesaid, lying on the public road leading from the Mill by Flowers Shops through Centreville, being lot No. 1. thereof, and more particularly described as follows, to wit: Beginning at the beginning of the whole lot and running thence North thirty two degrees west two and one half perches, thence North fifty eight degrees west six perches, thence South seventy four degrees west seven and one half perches, thence South sixty three degrees west four perches, thence South sixty eight degrees west one half perch, thence South thirty two degrees thirty minutes East ten perches, and thence North fifty seven degrees thirty minutes fourteen and one half perches to the place of beginning, containing three roods and eight perches of land

Witness his hand and seal

John B. Brown (Seal)

Administrator d. b. n., c. t. a. of John T.

B. Emory, Jr.

LIBER 1 PAGE 260

State of Maryland, Queen Annes County, to wit: I hereby certify that on this 22d day of January, in the year Eighteen hundred and ninety four, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County aforesaid, personally appeared John B. Brown, administrator de bonis non, cum testamento annexo of John Pilgrim, and acknowledged the foregoing Deed to be his act.

B. Emory Jr. J.P.

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

I Hereby Certify, that the aforegoing is truly taken and copied from Liber L.D. No. 2, folio 486, a Land Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

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 November in the year nineteen hundred and sixty-four.

Charles W. Cecil
Clerk

PLAINTIFF'S EXHIBIT A

60

HESTER BYERS, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
LEE ELLIS, et al., Defendants	:	IN EQUITY
	:	NO. 4565

ADDITIONAL DEPOSITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

At the request of Clayton C. Carter, Attorney for the Plaintiff, and after given notice to Jeanne C. Ruecker, Guardian ad Litem, I did attend at the law office of Clayton C. Carter, 111 Lawyers Row, Centreville, Maryland, on Friday, December 18, 1964 at 1:30 o'clock P.M.&did proceed to take additional deposition from Lena Woodland after administering the oath to her and the oath to the stenographer, Jean D. Haymaker.

Clayton C. Carter, appeared on behalf of Plaintiff.

Questions by Clayton C. Carter:

Filed Dec. 22. 1964

Q. How many children did your grandfather, James Taylor and your grandmother ever have?

A. 11

Q. Name them,giving their last married name, if any?

A. Adeline Hollis - Mary Downes - Hester Byers - Sarah Ellis - Philip Taylor - Samuel Taylor - Charles Taylor - William Taylor Edward Taylor - James Taylor and John Taylor.

Q. When did your grandfather, James Taylor, die?

A. 1915.

Q. Did he leave a widow?

A. Yes.

Q. What was her name?

A. Mary E. Taylor.

Q. Did she ever remarry?

A. No.

Q. When did she die?

A. 1925.

Q. Did your grandfather, James Taylor, or grandmother, Mary E. Taylor, leave a will when they died?

A. No. I never heard or learned of any.

Q. Were all of their 11 children still living when your grandmother died?

A. Yes.

Q. State whether Adeline Hollis is living or dead?

A. Dead.

Q. Name all her children she ever had?

A. Eva Hollis, Edna Hollis Trusty, Marcella Hollis Deloach, Annie Hollis, Helen Hollis Montrio, Irene Hollis, Elizabeth Barboza and Ethel Anderson.

Q. Did any of those children die before Adeline?

A. Yes, Annie Hollis.

Q. Did Adeline leave a will?

A. None that I ever heard of.

Q. Did Annie Hollis have any children or descendants living when her mother, Adeline died?

A. Yes, 1 child, Randolph Hollis.

Q. State the names of all the children Mary Downes and her husband, William Downes ever had?

A. John, Henry, William, James, Milton, and Fannie Neal, Anna Mae Thompson, Eliza Bradley, myself and Susie Rozier.

Q. Have any of these children just named died since your mother and father?

A. Yes, James, Milton, Fannie and Susie.

Q. Did James ever have any children?

A. No.

Q. Did he leave a widow?

A. No.

Q. Did he leave a will?

A. No,

Q. Did Milton ever have any children?

A. No.

Q. Did Milton leave a will?

A. No,

Q. Did Fannie ever have any children?

A. No.

Q. Name all the children that Susie ever had?

A. Minnie Rozier, Fannie Rozier, Idella Rozier, Dorsey Rozier, Vivian Rozier and Bertha Pritchett.

Q. Did any of these children die before Susie?

A. Yes, Bertha Pritchett.

Q. Did she have any children or descendants living when Susie died?

A. Yes 7 children.

Q. Name them?

A. Vonzella, Diane, Bertha Mae, Anna Mae, Kathleen, Robert and Rodney Pritchett.

Q. Did your Uncle, Philip Taylor,ever have any children?

A. No.

Q. Did your Uncle, Samuel Taylor, ever have any children?

A. No.

Q. Did your Uncle, Charles Taylor, ever have any children?

A. No.

Q. Did he leave a will?

A. No.

Q. Did your Uncle, William Taylor, leave a will when he died?

A. No.

Q. Did your Uncle, James Taylor, have a will when he died?

A. No.

Q. Did your Aunt, Sarah Ellis, have a will when she died?

A. None that I ever heard about.

Q. Name all the children that your Uncle, Edward Taylor, ever had?

A. Edward Taylor, Charles Taylor, William Leon Taylor, and Elizabeth Taylor Hugee.

Q. Are they all still living?

A. Yes.

There being no other evidence offered, I then at the request of the attorney for the Plaintiff, close the deposition and now return the same under my hand and seal this 22 day of December, 1964.

B. Hackett Turner
Examiner

Filed Dec. 22. 1964

The following additional costs are chargeable in this case:

B. Hackett Turner, Jr., Examiner.....$10.00
Jean D. Haymaker, Stenographer.....15.00

61

HESTER BYERS	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
		IN EQUITY
LEE ELLIS, et al.	:	NO. 4565
	:	

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to the Court as follows:

(a) That the real estate of the late James Taylor mentioned and described in these proceedings cannot be divided without loss or injury to the parties interested.

(b) That the Plaintiff in this case, Hester Byers, has paid unto the County Treasurer of Queen Anne's County since February 8, 1949 the sum of $ 359.89 for State and County Taxes levied against the aforementioned property and has paid unto The Town Commissioners of Centreville since July 5, 1946 the sum of $ 814.38 for Town Taxes and Water charges levied against said property, for which the other undivided owners of said property have not reimbursed or contributed their proportionate share of said taxes and water charges, and that the Plaintiff is entitled to a lien against said real estate for the sum ——— advanced by her on behalf of the other owners and is subrogated to the rights and liens of the said County Treasurer and Town Commissioners.

IT IS THEREUPON, on this 4th day of January, 1965, 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 at public or private sale on the terms hereinafter set forth; and

That Clayton C. Carter Esq. be and he is hereby appointed Trustee to make sale thereof, but before he shall make the judicial sale, he shall file with the Clerk of this Court a bond to the State of Maryland in the penalty of Two Thousand DOLLARS ($ 2000.00) and with surety as shall be approved pursuant to Maryland Rule H2 conditioned on Faithful Performance and Execution of the Trust Reposed in Him; and

That no private sale shall be made for a purchase price less than TWO THOUSAND DOLLARS ($2,000.00); and

That before he shall make a public sale, he shall give notice by advertisement of the time, place and terms of sale in a newspaper published in Queen Anne's County; such notice shall be given at least once in each week for three (3) successive weeks, the first of

such publications to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, and shall describe the property to be sold to such extent as to make it readily recognizable; and

That the other terms of sale shall be determined by the Trustee; and

That said Trustee shall comply with Maryland Rules BR 6 a and BR 6 b.3.; and

That upon the Court's ratification of said sale, and on payment of the whole purchase money, and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to Law, convey the real estate so sold to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claims and liens of the parties hereto, and those claiming by, from or under them, or either 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 such 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 and the liens of Hester Byers for reimbursement for a proportionate share of taxes and water charges advanced by her on behalf of the other owners of said real estate; and

IT IS FURTHER ORDERED, that Clayton C. Carter, Trustee as aforesaid, be, and he is hereby directed to give notice to the creditors of James Taylor, Mary Taylor (wife of James Taylor), Adeline Hollis, Sarah Ellis, Susie Rozier Mary Downes, William Downes, James Downes, Milton Downes, Fannie Neal, Philip Taylor, Samuel Taylor, John Taylor, William Taylor, Edward Taylor, and James Taylor of James, deceased, to file their claims pursuant to the provisions of Code (1957), Article 93, Section 124, and the Rule of this Court relating to such notice.

Judge

Filed Jan. 4. 1965

LIBER 1 PAGE 267

62

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RECEIVED FOR RECORD Jan 4, 1965

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of Centreville, Queen Anne's County, Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of January in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden Clayton C. Carter by virtue of a decree of the Honorable the Judge of the Circuit Court ~~of~~ for Queen Anne's County has been appointed Trustee to sell the Real Estate described and

mentioned in the proceedings in the case of Hester Byers

vs.

Lee Ellis at 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 or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Jean H. Haynie

Clayton C. Carter (SEAL)
Clayton C. Carter

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Anne M. Starkey *As to Surety* By [illegible] *Attorney-in-Fact*

Security approved & Bond filed Jan 4. 1965
Charles W. Coal. Clerk

Certified Copy of Power of Attorney Attached

LIBER 1 PAGE 83

(OVER)

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 83, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 4th day of March in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

63

HESTER BYERS	:	IN THE CIRCUIT COURT
VS.	:	FOR
LEE ELLIS, et al.	:	QUEEN ANNE'S COUNTY IN EQUITY
	:	NO. 4565
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Clayton C. Carter, Trustee, appointed by decree of this Court, passed in the above-entitled cause on the 4th day of January, 1965, to make sale of certain real estate therein mentioned, respectfully shows:

1. That after furnishing bond with security conditioned on faithful performance and execution of the trust reposed in him, in the penalty of $2,000, which was approved by the Clerk of this Court, and pursuant to the aforesaid Decree, he did on the 5th day of January, 1965, sell the real estate mentioned and described in these proceedings at private sale to Howard C. Eley for $2,000 upon the following terms:

10% deposit in cash on date of sale, balance of purchase money within ten (10) days after ratification of the sale by this Honorable Court and with taxes and other public charges for the present fiscal year to be adjusted as of January 1, 1965.

2. That the said purchaser has complied with the terms of said sale by paying unto your Trustee the sum of $200 of the purchase price by check.

3. Your Trustee expects the purchaser to comply with the other terms hereinabove set forth.

Respectfully submitted:

Clayton C. Carter
Trustee

STATE OF MARYLAND
QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 7th day of January, 1965, before me, 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 that said sale was fairly made.

Charles W. Cecil
Clerk of Court

Filed Jan. 7, 1965

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ORDER NISI ON SALE

Hester Byers vs. Lee Ellis, et al.	In the Circuit Court for Queen Anne's County In Equity Cause No. 4565

ORDERED, this 7th. day of January, 1965, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Trustee, be ratified and confirmed, on or after the 8th. day of February, 1965, 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 1st. day of February, 1965.

The report states the amount of sales to be $ 2000.00.

Charles W. Cecil Clerk

Filed Jan. 7, 1965

In the Circuit Court
for Queen Anne's County
in Equity
Cause No. 4565
HESTER BYERS
vs.
LEE ELLIS, et al.

Notice To Creditors

Pursuant to the decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 4th day of January, 1965, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of JAMES TAYLOR, MARY TAYLOR (wife of James Taylor), ADELINE HOLLIS, SARAH ELLIS, SUSIE ROZIER, MARY DOWNES, WILLIAM DOWNES, JAMES DOWNES, MILTON DOWNES, FANNIE NEAL, PHILIP TAYLOR, SAMUEL TAYLOR, JOHN TAYLOR, WILLIAM TAYLOR, EDWARD TAYLOR and JAMES TAYLOR OF JAMES, deceased, warning them to file such claims, with the proper vouchers therefor, with the Clerk of Court, at the Court House in Centreville, Maryland, on or before the 19th day of April, 1965, otherwise they may be by law excluded from participating in the distribution of the proceeds of sale of such real estate; provided a copy of this notice be inserted in some newspaper published in the county aforesaid once in each of three successive weeks before the 15th day of February, 1965.

CLAYTON C. CARTER
Trustee 3t-1-21

65

Queen Anne's
RECORD-OBSERVER

Centreville, Md., FEB 9, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NOTICE TO CREDITORS

in the ~~case/estate~~ of HESTER BYERS VS LEE ELLIS
CAUSE #4565

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 19 day of APRIL, 1965 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7 day of JAN 1965, and the last insertion on the 21 day of JAN, 1965

THE RECORD-OBSERVER CORPORATION
By Mary L. Walters

Filed Feb 10. 1965

ORDER NISI ON SALE

Hester Byers
vs.
Lee Ellis, et al.

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

Cause No. 4565

ORDERED, this 7th day of January, 1965, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Trustee, be ratified and confirmed, on or after the 8th day of February, 1965, 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 1st day of February, 1965.

The report states the amount of sales to be $2000.00.

CHARLES W. CECIL, Clerk
Filed: Jan. 7, 1965
True Copy
Test: CHARLES W. CECIL, Clerk
3t-1-28

66

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Feb 9, 65

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI CAUSE 4565

in the case/~~estate~~ of HESTER BYERS VS LEE ELLIS, 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 in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 1 day of FEB, 1965 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 14 day of JAN 1965, and the last insertion on the 28 day of JAN, 1965

THE RECORD-OBSERVER CORPORATION
By Mary L. Walters

Filed Feb. 10. 1965

67

HESTER BYERS	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
		IN EQUITY
LEE ELLIS, et al.	:	NO. 4565

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 12th day of February, 1965, that the sale of the real estate made and reported to this cause by Clayton C. Carter, Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appeares to have been given as required by the preceding Order Nisi; and the said Trustee 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

Filed Feb. 12. 1965

68

HESTER BYERS

vs.

LEE ELLIS, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4565

TO THE HONORABLE, THE JUDGE 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 Clayton C. Carter, Trustee, who was by decree of this Court of January 4, 1965, appointed such trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom. This suit is a suit for the sale of real estate which is not susceptible to partition, but being in the nature of a creditor's bill for reimbursement for monies spent by one of the co-tenants.

2. That in the within account, the said trustee is charged with the proceeds of sale, plus any adjustment as to taxes and allowed thereafter his commissions for making said sale, court costs, the several advertising costs, taxes, bond premium, funds expended for registered letters and other postage and the fee of your auditor for stating this account, and the balance being insufficient to pay the claim in this cause was directed to be paid to the creditor's Executor, B. Hackett Turner, Jr., who has duly qualified as such in the Orphans' Court of Queen Anne's County.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark
Auditor

April 28, 1965

Filed April 28. 1965

Cause No. 4565

The proceeds of the sale of real estate 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.

1965
Jan. 7 By proceeds of the sale of land, per report of sale of said vendor, to wit:----------$2,000.00

By adjustment of taxes per settlement sheet of vendor, to wit:--- 7.85

By total proceeds to be accounted for----------$2,007.85

Dr.

To Clayton C. Carter, Trustee, (and vendor of said land), his commissions for making said sale, the sum of----------$200.00

To do., for an amount paid as advanced court costs, per receipt exhibited, to wit:---------- 15.00

To do., for an amount due the Clerk of this Court for court costs, per statement exhibited, to wit:

1-Costs of Charles W. Cecil, Clerk------	$335.40	
2-Costs of Sheriff of Anne Arundel Co.--	1.45	
3-Costs of Sheriff of Queen Anne's Co.--	62.00	
4-Fees of Jeanne C. Ruecker, Guardian ad litem for seven persons----------	31.50	
5-Costs of B. H. Turner, Examiner-------	20.00	
6-Costs of Jean D. Haymaker, Steno.-----	30.00	
7-Witness fee of Charles E. Anthony, Jr.	10.00	
8-Witness fee of Randolph Hollis--------	1.00	
9-Witness Fee of William Leon Taylor----	1.00	
10-Witness fee of Lena Woodland---------	1.00	
11-Appearance fee of Clayton C. Carter, ATtorney----------	10.00	503.35

To do., for monies advanced for mailing 31 registered letters at 75¢ each, per receipts exhibited, to wit:---------- 23.25

To do., for an amount paid Dorothy E. Connolly, Agent, for the premium on the Trustee's corporate surety bond, filed in this cause, per receipt exhibited, to wit:---------- 10.00

To do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited, to wit:

1-Publishing first Order of Publication-	$290.63	
2-Publishing second Order of Publication----------	53.13	
3-Publishing Order Nisi of Sale---------	14.00	
4-Publishing Notice to Creditors--------	26.13	383.89

April 28, 1965

Johnson Clark
Auditor

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for 1964-65 State and County taxes on the real estate sold in this cause, per receipt exhibited, to wit:----------$13.80

To do., for an amount paid The Town Commissioners of Centreville, for 1964-65 town taxes on the real estate sold in this cause, per receipt exhibited, to wit:---------- 3.75

To do., for an amount allowed the said Trustee for postage and stationery in this cause, the sum of---------- 25.00

To J. Thomas Clark, Auditor, for stating this account and mailing the notices to the heirs at law of James Taylor, the sum of----------200.00

To balance to be carried forward prior to allowance of claims of creditors, the sum of----------629.81

$2,007.85	$2,007.85

April 28, 1965

Auditor

Cr.

By balance carried forward prior to allowance of creditors' claims, to wit:----------$629.81

Dr.

To B. Hackett Turner, Jr., Executor under the last will and testament of Hester Byers, who departed this life on February 3, 1965, on her claim for payment of taxes on the real estate sold in this cause in the total sum of $725.71 less 12.6% of the same, or the sum of $91.44, which percentage represents her interest in said real estate, leaving a balance in the sum of $634.27 due by the other tenants in common of their proportionate share the balance, or the sum of----------$629.81

0	0

April 28, 1965

J. Thomas Clark
Auditor

Filed April 28. 1965

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NISI RATIFICATION OF AUDIT

Hester Byers	In the Circuit Court
	for Queen Anne's County
vs.	In Equity
Lee Ellis, et al.	Cause No. 4565

ORDERED, this 28th. day of April, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 14th. day of May, 1965, 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 xxxxxxxxxxxxxxx day of xxxxxxxxxxxxxxx, 19xx.~~

Charles W Cecil Clerk

Filed April 28, 1965

HESTER BYERS

vs.

LEE ELLIS, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4565

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CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 29, 1965, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Clayton C. Carter
111 Lawyers Row
Centreville, Maryland

Lee Ellis and Lottie
Ellis, his wife,
1255 N. Frazier Street
Philadelphia 31, Pennsylvania

Edna Hollis Trusty
404 S. Commerce Street
Centreville, Maryland

Randolph Hollis
103 Holton Street
Centreville, Maryland

Irene Hollis
404 S. Commerce Street
Centreville, Maryland

Ethel Anderson
Crownsville State Hospital
Crownsville, Maryland

John Downes and Lillian
Downes, his wife
1112 Railroad Avenue
Wilmington, Delaware

William Downes
216 Little Kidwell
Centreville, Maryland

Eliza Bradley and Arthur
Bradley, her husband
726 S. Cecil Street
Philadelhpia 43, Pa.

Rayfield Rozier
1511 Lambert Street
Philadelphia, Pa.

B. Hackett Turner, Jr., Executor
109 Lawyers Row
Centreville, Maryland

Mary G. Taylor
202 Little Kidwell
Centreville, Maryland

Marcella Hollis Deloach
and Raymond Deloach
114-02 204th Street
St. Albans
Long Island, New York

Helen Hollis Montrio
740 So. 20th Street
Philadelphia 46, Pa.

Elizabeth Barboza
115-28 Frances Lewis Bld.
St. Albans, New York

Milton Anderson
Centreville, Maryland

Henry Downes
216 Little Kidwell
Centreville, Maryland

Anna D. Thompson and
Marion "Bruce" Thompson, her
husband
5619 N. Stewart Avenue
Philadelphia, Pa.

Lena Woodland and George
Woodland, her husband
106 Holton Street
Centreville, Maryland

Maggie Taylor Wilson
and Sidney Wilson, her husband
3321 Gladwy Avenue
Pennsauken, New Jersey

Marguerite Watson and
William Watson, her husband
2033 Miller Street
Camden, New Jersey

Edward Taylor and Martha
Taylor, his wife
5535 Lansdown Avenue
Philadelphia, Pa.

William Leon Taylor and
Mary Taylor, his wife
110 Little Kidwell
Centreville, Maryland

Emma Taylor
212 Little Kidwell
Centreville, Maryland

Dorsey Rozier and Hermenia
Rozier, his wife
1412 N. Myrtlewood Street
Philadelphia, Pa.

Minnie Rozier
416 S. CommerceStreet
Centreville, Maryland

Fannie Rozier
416 S. Commerce Street
Centreville, Maryland

Sadie Vonzella Rozier
416 S. Commerce St.
Centreville, Maryland

Diane Pritchett
416 S. Commerce Street
Centreville, Maryland

Kathleen Pritchett
416 S. Commerce St.
Centreville, Maryland

Bertha Mae Pritchett
416 S. Commerce St.
Centreville, Maryland

Annie Taylor
2309 Carpenter Street
Philadelphia, Pa.

Charles Taylor and
Minnie Taylor, his wife
5734 Sansom Street
Philadelphia, Pa.

Elizabeth Taylor Hugee
and Roman Hugee, her husband
5548 Sansom Street
Philadelphia, Pa.

Clayton Taylor
212 Little Kidwell
Centreville, Maryland

Mildred Taylor Brown
and Adolphus Brown, her
husband
406 N. Commerce Street
Centreville, Maryland

Ardella Rozier
3744 Powelton Avenue
Philadelphia, Pa.

Vivian Rozier
207 N. Liberty Street
Centreville, Maryland

Rodney Pritchett
1412 N. Myrtlewood St.
Philadelphia, Pa.

Robert Pritchett, Jr.
416 S. Commerce St.
Centreville, Maryland

Anna Mae Pritchett
416 S. Commerce Street
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, did notify each of them that said account was filed on April 28, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed by May 13, 1965, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on May 14, 1965.

J. Thomas Clark
Auditor

Filed April 29. 1965

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HESTER BYERS

vs.

LEE ELLIS, ET AL.

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

Chy. No. 4565

FINAL RATIFICATION OF AUDIT

ORDERED, this 14th. day of May, 1965, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Clayton C. Carter, Trustee, is 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.

Charles W. Cail
Clerk of Circuit Court for
Queen Anne's County, Maryland.

Filed May 14. 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eighth day of May in the year nineteen hundred and sixty-four, the following BILL OF COMPLAINT was brought to be recorded, to wit:

HELEN JOHNS BASTIAN 18 Elm Terrace , Dover, Delaware, Plaintiff	*	In the Circuit Court for Queen Anne's County In Equity
vs.	*	
JAMES H. BASTIAN, 18 Elm Terrace Dover, Delaware, JAMES H. BASTIAN, JR., and CHARLOTTE,A. BASTIAN, his wife, 509 New River Drive, Jacksonville, North Carolina, Defendants	*	Cause No. 4625

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YourTOratrix, complaining, says:

1. That Kate Johns died a resident of Queen Anne's County, Maryland, seized and possessed of certain real estate herein described, in fee simple, leaving a last Will and Testament dated March 19, 1926, admitted to probate by the Orphans' Court of Queen Anne's County on June 18, 1932, and recorded in Liber W.T.B. No. 3, folio 397, of which a certified copy, marked "Plaintiffs' Exhibit A", is filed herewith and prayed to be taken as part hereof.

2. That your Oratrix Helen Johns Bastian is the grandaughter of Kate Johns, and is named in said Will as life tenant of all of the property of the Testatrix.

3. That your Oratrix acquired the contingent remainder devised by said Kate Johns unto Alice Taylor for life in said real estate by deed from Alice Taylor dated November 10, 1953, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 14, folio 41, the original of said deed being filed herewith, marked "Plaintiffs' Exhibit B", and prayed to be taken as part hereof, said real estate being described as follows:

> ALL that farm or tract of land called or known as "The Medical Hill Farm", or "The Johns Farm", situate, lying and being in the second Election District of Queen Anne's County, in the State of Maryland, on the Westerly or left-hand side of the State Road leading from Centreville to Church Hill, and on the Northerly or right-hand side of the County Road leading down to Southeast Creek from the said Centreville-Church Hill State Road, and near the Southerly limits of the town of Church Hill, containing 103 ACRES of Land, more or less;

4. That your Oratrix acquired the contingent remainder devised by said Kate Johns unto Katherine Valliant in said real estate by deed from Katherine (M.) Valliant and William (H.) Valliant, (Jr.) her husband, dated December 31, 1953, and recorded among said land records in Liber T.S.P. No. 14, folio 40, the original of said deed being filed herewith, marked "Plaintiffs' Exhibit C", and prayed to be taken as part hereof.

5. That, by written Contract of Sale dated March 7, 1964, of which an original is filed herewith, marked "Plaintiffs' Exhibit D", and prayed to be taken as part hereof, your Oratrix agreed, by and with the consent of the other parties to this Cause, to apply to this Honorable Court for approval and ratification of the sale of said real estate, except the part taken by condemnation by the State of Maryland in Law Case Number 731 in this Court, and conveyance thereof by a trustee to be appointed by this Court, unto Fourseas, Inc., a Delaware corporation, in fee simple, for a consideration of $18,500.00, upon the terms stated in the contract, subject to the payment of a real estate broker's commission, if approved by this Court, unto Elizabeth M. Stafford, of 6% of such sale price.

6. That all of the persons or parties in being who would be entitled to an interest in said fee simple property if any of the contingencies mentioned in the Will of Kate Johns had happened at the time of the filing of this Bill of Complaint are parties to this proceeding, namely:

(a) Helen Johns Bastian; an adult;

(b) James H. Bastian, her husband; an adult;

(c) James H. Bastian, Jr., her son and only descendant; an adult; and

(d) Charlotte A. Bastian, wife of James H. Bastian, Jr., born January 1, 1944.

7. That it would be advantageous to all parties to this cause and interested in said real estate that the same be sold upon the terms and for the price stated in said contract of sale, inasmuch as the net proceeds of sale represent an excellent price for the real estate agreed to be sold and can readily be in-

vested so as to realize a higher and more reliable income than the income which can be realized from the real estate.

TO THE END, THEREFORE:

(a) That the real estate described in said Contract of Sale be declared to be sold and that a Trustee be appointed to make and report the sale upon the terms and conditions stated in said Contract of Sale;

(b) That this Honorable Court direct the investment of the net proceeds of sale so as to inure in like manner as by the original devise to the use of the same parties who would be entitled to the land sold.

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

AND as in duty bound, etx.,

WOOD AND BRYAN

By HOWARD WOOD
Attorneys for Plaintiff
119 Lawyers Row
Centreville, Maryland 21617
Telephone: Centreville 758-1643

Filed May 8, 1964

EXAMINERS EXHIBIT NO. 1
Filed May 8, 1964

I, Kate Johns, of Queen Anne's County in the State of Maryland, do make and publish this my last will and testament, in manner and form following, that is to say:

I hereby revoke all former wills by me made.

All my property of every kind, character and description, where soever located or situated, I hereby give, devise and bequeath unto my granddaughter Helen Johns, for and during the term of her life but no longer, and from and after after her death unto her children living at the time of her death and unto the issue living at the time of her death of any child or children of my said granddaughter dying in her life time, the issue of any deceased child to take the parent's share only.

But in case my said granddaughter shall depart this life without leaving issue living at the time of her death, then I give, devise and bequeath said property unto my neice Alice Taylor, if she shall then be living, for the term of her life and no longer, and from and after the time of her death unto Katherine Valliant, the daughter of Lulu Johns Moore, deceased absolutely. In case my said granddaughter shall depart this life without leaving issue living at the time of her death, and the said Alice Taylor shall then be dead, then in that case I give, devise and bequeath said property unto the said Katherine Valliant, absolutely.

I hereby nominate and appoint J. Lemuel Roberts, of said county, to be the executor of this my last will and testament, and I hereby charge him with the erection of a suitable tombstone to my memory, the costs to be paid out my estate in addition to my funeral expenses.

In witness whereof I hereunto sign my name and affix my seal this nineteenth day of March, nineteen hundred twenty six.

KATE JOHNS (SEAL)

TEST:

MADISON BROWN

Signed, sealed, published, pronounced and declared by Kate Johns, the above named testatrix, to be her last will and testament, in our presence, who, in her presence, at her request and in the presence of each other have there unto signed our names as witnesses.

MADISON BROWN

B HACKETT TURNER

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

On the 7th day of June A.D. 1932 came J. Lemuel Roberts Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Kate Johns 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 Testatrix, Kate Johns on or about 19th day of March, A.D. 1926

Sworn before

NORMAN S. DUDLEY
Register of Wills for Queen Anne's County

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

On the 7th day of June 1932 came Madison Brown and B. Hackett Turner of Queen Anne's County, State of Maryland subscribing witness to the aforegoing last Will and Testament of Kate Johns late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testa sign and seal said Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of their so doing she was to the best of their apprehensions of sound and disposing mind, memory and understanding; and they they together with each other subscribed their names, as witnesses to said Will, at her request in her presence and in the presence of each other.

Sworn in open court.
Test:

NORMAN S. DUDLEY
Register of Wills for Queen Anne's County

ORDER OF COURT ADMITTING WILL TO PROBATE.

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

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of Kate Johns 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 18th day of June A.D., 1932, that the same be admitted in this Court as the true and tenuine last Will and Testament of the said Kate Johns 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 of KATE JOHNS, late of Queen Anne's County, Maryland, deceased, together with proof and probate thereof as filed and passed in this office on June 18th, 1932 and recorded in Liber W.T.B. No. 3 Folio 397, etc. in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

Orphans'
Court
Seal

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 6th day of May 1964.

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

Filed May 8, 1964

DEED
Filed May 8, 1964

THIS DEED, made this tenth day of November in the year 1953, by ALICE TAYLOR, single woman, of Kent County, in the State of Delaware, witnesseth;

THAT for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, receipt of which is hereby acknowledged, the said Alice Taylor does hereby grant and convey unto Helen Johns Bastian of Kent County, in the State of Delaware, her heirs and assigns, absolutely, all of the right, title, interest and estate of the said Alice Taylor in and to the following described real estate, to wit:

ALL that farm or tract of land called or known as "The Medical Hill Farm", or "The Johns Farm", situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on thw Westerly or left-hand side of the State Road leading from Centreville to Church Hill, and on the Northerly or right-hand side of the County Road leading down to Southeast Creek from the said Centreville-Church Hill State Road, and near the Southerly limits of the town of Church Hill, containing 103 ACRES of land, more or less; being the same farm or tract of land of which one Mrs. Kate Johns died siezed and possessed, and which, among all of the rest and residue of her property, she devised by her Last Will and Testament, dated March 19, 1926, and duly admitted to probate by the Orphans' Court of Queen Anne's County, unto her granddaughter, Helen Johns, now Helen Johns Bastien, for life, and then upon certain contingencies, to the said Alice Taylor for life;

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

WITNESS the hand and seal of the Grantor the day and year herein first above written.

TEST:

MARGARET SCHMIDT

ALICE TAYLOR (SEAL)
(Alice Taylor)

state of delaware,)
(to wit:
KENT COUNTY,)

THIS IS TO CERTIFY that on this 10th day of November 1953, before the subscriber, a Notary Public of the State of Delaware, in and for Kent County, personally appeared Alice Taylor and did acknowledge thewwithin and aforegoing Deed to be her act and deed;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

RACHEL B. BASTIAN
NOTARY PUBLIC

Filed May 8, 1964

DEED
Filed May 8, 1964

THIS DEED, made this - 31st --- day of - December, -- in the year 1953, by Katherine Valliant and William Valliant, her husband, of Talbot County, in the State of Maryland, witnesseth:

THAT for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, receipt of which is hereby acknowledged, the said Katherine Balliant and William Valliant, her husband, do hereby grant and convey unto Helen Johns Bastian of Kent County, in the State of Delaware, her heirs and assigns, absolutely, all of their right, title, interest and estate in and to the following described real estate, to wit:

ALL that farm or tract of land czlled or known as "The Medical Hill Farm", or "The Johns Farm", situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the Westerly or left-hand side of the State Road leading from Centreville to Church Hill, and on the Northerly or right-hand side of the County Road leading down to Southeast Creek from the said Centreville-Church Hill State Road, and near the Southerly limits of the town of Church Hill, containing 103 ACRES of land, more or less; being the same farm or tract of land of which one Mrs. Kate Johns died siezed and possessed, and which, among all of the rest and residue of her property, she devised by her Last Will and Testament, dated March 19, 1926, and duly admitted to probate by the Orphans' Court of Queen Anne's County, unto her granddaughter, Helen Johns Bastian, for life, and then to her children or their issue if she should leave same surviving, and then upon certain contingencies, unto Alice Taylor for life, and then upon certain contingencies, unto the said Katherine Valliant, absolutely.

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

WITNESS the hand and seal of the Grantors the day and year herein first above written.

TEST:

MARY RAE H. RUSS

KATHERINE M. VALLIANT (SEAL)
(Katherine Valliant)

WILLIAM H . VALLIANT JR. (SEAL)
(William Valliant)

STATE OF MARYLAND,)
(
)
TALBOR COUNTY,)

THIS IS TO CERTIFY that on this - 31st -- day of December, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Katherine Valliant and William Valliant, her husband, and did each acknowledge the within and aforegoing Deed to be their respective act and deed;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

Notary Public Seal

One-One Dollar Ten Int. Rev. stamp. Endorsed T.J.K.Jr. 1/5/54

One-One Dollar Ten State Stame Endorsed T.J.K.Jr. 1/5/54

MARY RAE H. RUSS
Mary Rae H. Russ-NOTARY PUBLIC
(formerly Mary Rae Harrisson)

Filed May 8, 1964

CONTRACT OF SALE
Filed May 8, 1954

THIS CONTRACT OF SALE, made this 7th day of March, 1964, by and between HELEN JOHNS BASTIAN of Dover, Delaware, herein called "SELLER" and

FOURSEAS, INC., a body corporate, herein called "BUYER":

WITNESSETH, that the Seller hereby agrees to sell to the Buyer hereby agrees to purchase in in fee simple all of the following described real estate to wit:

ALL that farm or tract of land called or known as "The Medical Hill Farm" or "The Johns Farm", situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the westerly or left side of the State Road leading from Centreville to Church Hill, and on the Northerly or right side of the County road leading down to Southeast Creek from the said Centreville - Church Hill State Road, and near the southerly limits of the town of Church Hill, containing 103 acres of land, more or less.

SAVING and EXCEPTING the part thereof acquired by the State of Maryland, to the use of the State Roads Commission of Maryland, by condemnation in Law Case #731 in the Circuit Court for Queen Anne's County.

BEING the same land in which the Seller is life tenant under the Will of Kate Johns dated March 19, 1926, admitted to probate by the Orphans' Court of Queen Anne's County on June 18, 1932, and recorded among the land records of Queen Anne's County in Liber W.T.B. No. 3, folio 397 and being also the land described in two (2) deeds to the Seller by which the Seller acquired the interests of two (2) contingent remaindermen as follows: (1) Deed from Katherine Valliant and husband dated December 31, 1953, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 14, folio 40 and (2) Deed from Alice Taylor dated November 10, 1953, and recorded in said Liber T.S.P. No. 14, folio 41.

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.

AT AND FOR the price of Eighteen Thousand Five Hundred Dollars ($18,500.00) of which One Thousand Eight Hundred Fifty Dollars ($1,850.00) has been paid by check prior to the signing hereof and the balance of which shall be paid in cash or by certified check at the time of settlement which shall be on the 30th day following final ratification of this sale by the Circuit Court for Queen Anne's County in proceedings to be instituted forthwith for authority to sell this property and to bind remaindermen including possible unborn persons.

The Buyer shall have the right of possession of such of the farm land included in said property as it may desire from and after the execution of this Contract of Sale at its sole risk. Full possession of said property shall pass to the Buyer at the time of final settlement when rents, taxes and insurance premiums shall be adjusted.

AND upon payment as aforesaid of the unpaid balance of the purchase price to the trustee or trustees to be appointed by the Circuit Court for Queen Anne's County aforesaid, a good and merchantable title shall be conveyed to the Buyer or its assigns at the cost of the Buyer free of liens and encumbrances but subject to the rights of the tenant of the dwelling on the property. At the same time the initial deposit shall be paid by the Seller to said trustee or trustees.

IN THE EVENT of non-ratification or failure of merchantable title as aforesaid, the initial deposit shall be returned to the Buyer, this contract being subject to ratification approval and power to convey remainders under the procisions of Article 16, Section 167 of the Annotated Code of Maryland. 1957 Edition of the Circuit Court for Queen Anne's County in Equity.

The cost of preparting the necessary deed and all revenue and recordation tax stamps shall be paid by the Buyer. Any survey deemed necessary by the Buyer shall be furnished by the Buyer.

Final settlement shall be made at the Law Office of Wood and Bryan, 119 Lawyers Row, Centreville, Maryland.

A Broker's commission of six per cent (6%) of the said sale price shall be paid to Elizabeth M. Stafford, Broker, Sudlersville, Maryland, for procuring this sale subject to the approval of said Court.

WITNESS the hands and seals of the parties:

TEST as to Seller:

ELIZABETH M. STAFFORD

TEST as to Buyer:

JOSEPH M. QUALTEBAUN

Corporate Seal

ATTEST (as to corporate seal):

FLORENCE C. CLEMENTS
(Florence C. Clements) Secretary

HELEN JOHNS BASTIAN (SEAL)
(Helen Johns Bastian)

FOURSEAL, INC.

By WILLIAM B. CLEMENTS President
(William B. Clements)

Filed May 8, 1964

DEPOSITIONS
Filed June 10, 1964

HELEN JOHNS BASTIAN Plaintiff	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
JAMES H. BASTIAN, et al. Defendants	*	CAUSE NO. 4625

TO THE HONORABLE, THE JUDGES OF SAID COURT:

One of the solicitors for the Plaintiff, Howard Wood, 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 8th day of June, 1964, in the law office of Wood and Bryan, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 11 o'clock A.M. ther being present Helen Johns Bastian, the plaintiff, Charles E. Anthony, Jr. and Linwood C. Yates, witnesses called by the pla ntiff, James H. Bastian, husband of the plaintiff, Howard Wood, one of the Solicitors for the Plaintiff and Anita Boyd, guardian ad litem of the infant defendant and proceeded to take the follwoing testimony (the Plaintiff having agreed that Anita Boyd should transcribe the testimony even though she is guardian ad litem for the infant defendant), to wit:

Helen Johns Bastian, the first witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Will you please state your name and address?

A. Helen Johns Bastian, 18 Elm Terrace, Dover, Delaware.

Q. 2. Are you related to the late Kate Johns of Queen Anne's County?

A. Yes, I was her granddaughter.

Q. 3. She did die a resident of Queen Anne's County?

A. Yes.

Q. 4. I show you a paper marked "Plaintiff's Exhibit A" and ask you to identify it.

A. It is a certified copy of the Will of Kate Johns.

(At this point, the certified copy of the Will marked "Plaintiff's Exhibit A" was marked "Examiner's Exhibit No. 1.")

Q. 5. I now show you a paper marked "Plaintiff's Exhibit B." Will you identify it and state what is is?

A. It's a certified copy of a deed from Alice Taylor, a single woman, to Helen Johns Bastian.

Q. 6. This is a deed to you, is it not?

A. Yes.

Q. 7. I now show you a paper marked "Plaintiff's Exhibit C." Will you identify it and state what it is?

A. It is a deed from Katherine Valliant and William Valliant, her husband, to Helen Johns Bastian.

Q. 8. And it's also a deed to you, is it not?

A. Yes.

(At this point "Plaintiff's Exhibits B and C were marked respectively "Examiner's Exhibits Nos. 2 and 3".)

Q. 9. I now show you a paper marked "Plaintiff's Exhibit D". Will you identify it and state state what it is?

A. Contract of Sale, Helen Johns Bastian, Seller, Fourseas, Incorporated, a body corporate, Buyer.

Q. 10. What was the date of that Contract of Sale?

A. The 7th day of March, 1964.

Q. 11. Do you recognize your signature on it, as Seller?

A. Yes.

(At this point, "Plaintiff's Exhibit D" was marked "Examiner's Exhibit No. 4".)

Q. 12. Mrs. Bastian, you have stated that you are the granddaughter of the late Kate Johns. Are you the person mamed as Helen Johns in the Kate Johns Will?

A. Yes.

Q. 13. Will you name all of your children?

A. I have one son, James Hughes Bastian, Jr.

Q. 14. What is his address?

A. 509 New River Drive, Jacksonville, North Carolina.

Q. 15. Is he married?

A. Yes.

Q. 16. What is his wife's name?

A. Charlotte Adkins Bastian.

Q. 17. And do you know her age?

A. She was born January the 1st, 1944.

Q. 18. Have you hand any children who have died?

A. No.

Q. 19. Has your son any children?

A. No.

Q. 20. Or descendants?

A. No.

Q. 21. Now, will you state your reasons for wishing to have the farm sold to Fourseas, Incorporated, for $18,500.00 on the terms in the Contract of Sale of March 7, 1964?

A. Well, I have kept the farm thinking our son might be interested in it and now that he is in the service and is considering it as a career, I felt that I had given him the opportunity. It has been a great responsibility. At one time my father looked after it, now he is too old to do that and and with prices as they are, fertilizer and so forth, it has been a great risk, more than I felt I could assume.

Q. 22. What do you feel about the price of the property of $18,500.00?

A. I felt that it was a fair price particularly since the State Road had entered into it.

Q. 23. The State Road divides the farm in two?

A. Well, it divides it, I... it goes through practically the center of it with part of the buildings on one side.

Q 24. It goes practically through the center of the farm dividing the buildings, you say?

A. Yes, It leaves the house on one side and the buildings on the other.

Q. 25. Will you state whether or not you are able to realize a satisfactory income from the property at the present time?

A. Do you mean after it's sold or before?

Q. 26. If it were not sold?

A. Well, no I haven't. Perhaps some could; but, handling it the way it has been handled, I uh, have many expenses. The income would be very poor, if I counted everything and took everything into consideration.

Q. 27. You rent the house separately from the farm?

A. Yes.

Q. 28. How do you rent the farm? On crop shares or cash rent or what?

A. Well, I furnish the fertilizer, they furnish the seed.

Charles E. Anthony, Jr., the second witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Please state your name, address and occupation.

A. Charles E. Anthony, Jr., Centreville, Maryland, real estate broker.

Q. 2. How long have you been a real estate broker, Mr. Anthony?

A. I have been in the real estate business for eight years.

Q. 3. And, uh, are you or not familiar with land values in the Second Election District of Queen Anne's County, Maryland?

A. I am familiar with land values in the Second Election District of Queen Anne's County, Maryland.

Q. 4. Have you made an examination of the land known as "The Medical Hill Farm" or the "Johns Farm" on the west or left side of U. S. Route 213 leading from Centreville to Church Hill and on the north side of the County road leading down to Southeast Creek from the Centreville-Church Hill Road con-

taining 103 acres of land, more or less, except for the part taken for the State Road?

A. Yes, I have.

Q. 5. Approximately, how many acres were taken by the State Roads Commission in condemnation case No. 731, if you know?

A. Approximately 5 acres.

Q. 6. How many acres does the tax assessment show?

A. Tax Assessment shows a total of 98 acres with 68 acres of tillable land, 2 acres in home site, and 28 acres of scrub.

Q. 7. Could you describe the improvements on the property briefly?

A. Improvements consist of a frame 7 room home; granary, that is frame construction in very poor condition; a shed and an old barn that is in very poor condition.

Q. 8. Did you attempt to locate the land taken by the State Roads Commission, which has not yet been improved as I understand it?

A. Yes, I did. We had the State Roads Plats and we were able to assume fairly accurately where the take was from that.

Q. 9. Approximately, when did you examine the property?

A. I believe we examined the property around the 20th of March.

Q. 10. 1964.

A. 1964.

Q. 11. Will you state what is your opinion of a fair market value at that time of the entire property?

A. In my opinion, the fair market value of the property at that time was $18,000.00.

Q. 12. Would you please state the basis of your opinion of value?

A. This is a small farm and as such is hardly economical to farm unless an adjacent land owner is interested in buying it. I've sold two small farms in the last year. One in the First District about eight miles north of this farm which contained 70 acres and which had a real good home and which sold for $16,500.00. I sold another farm, a small farm, about seven miles south of this ---southeast of this property, which contains 70 some acres, just a fair set of buildings; but which sold for $13,500.00. Using those two properties as comparable sales, I feel that $18,000.00 is a fair price.

Q. 13. Did you mention when those other sales were made approximabely?

A. The other sales were made in 19---one farm was in 1963 and the other one in January of 1964.

Q. 14. Would it or not in your opinion be advantageous to the present owners to sell the farm for $18,500.00?

A. In my opinion, it would be advantageous for the present owners to sell the farm for $18,500.00.

(All right, thank you very much.)

Linwood C. Yates, the third witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Will you please state your name and address and occupation?

A. Linwood C. Yates, Centreville, Maryland, real estate broker.

Q. 2. How long have you been a real estate broker, Mr. Yates?

A. I have been in the real estate business for over 14 years.

Q. 3. Was that all in Queen Anne's County, Maryland?

A. No. I sold property in Queen Anne's County, Caroline County, Talbot County.

Q. 4. Have you been engaged in the real estate business concerning Queen Anne's County property for the entire period of 14 years?

A. Yes, I have.

Q. 5. Are you familiar or not with values of real estate in the Second Election District of Queen Anne's County?

A. Yes, I am.

Q. 6. Have you made an examination of the "Medical Hill Farm" on the left side of the State Road known as U.S. Route 213 and on the right side of the County road leading to Southeast Creek from the Centreville - Church Hill Road, containing 103 acres except the part acquired by the State Road by condemnation?

A. I am familiar with the farm.

Q.7. When did you examine this farm?

A. During the month of March, 1964.

Q. What is your opinion of the fair market value of it at that time?

A. $18,000.00.

Q. 9. Did you or not attempt to ascertain the land taken by the State Roads Commission?

A. Yes, I did.

Q. 10. And approximately how many acres has that taken?

A. Approximately 5 acres.

Q. 11. So that there is approximately 98 acres in the farm at the present time?

A. That is correct.

Q. 12. And, how much of that 98 acres is tillable?

A. 68 acres.

Q. 13. You arrived at that from the tax assessment?

A. That is correct.

Q. And, uh, what improvements are there on the property?

A. There's a frame house, granary, shed and barn.

Q.15. Would you or not consider it advantageous to the present owners to sell the farm for $18,500.00?

A. I would think it would be to their advantage.

Q.16 I presume you have the same apinion if it's subject to a 6% real estate Commission?

A. That is correct.

Q.17. Would your explain the basis of your opinion of value of $18,000.00 please?

A. I appraised it on an acreage break-down basis allowing $200.00 per tillable acre. Thus arriving at a titla of $13,600.00 for the tillable acreage. Then for the two acres of homeside, 28 acres of woodland, which does not appear to have any timber, I appraised it at $30.00 an acre arriving at a figure of $900.00. Giving a total figure for acreage of $14,500.00. I allowed $3,500.00 f for the house and did not put a value on the outbuildings because of their condition.

Q.18. Do you feel that $200.00 an acre for tillable land is adequate here?

A. Actually land today is bringing between $250.00 to $300.00 a tillable acre, average farm land. I reduced the value of the tillable acreage because of the road take.

Q.19. You mean the location of the road where it divides the farm or sonething else?

A. Because of the location of the road. The farm is going to be very difficult to till and produce an adequate income.

Q.20. Would you describe how the State Road take comes through the farm, that is, approximately how much of the farm will be left on each side of the road?

A. It appears from the plats that approximately 25% of the farm would lie between Maryland 18, no it is Maryland 213 and the new proposed road, with 75% of the farm and buildings on the west side of the new proposed road.

Q.21. You mean the dwelling would be with the 25%?

A. The dwelling would be with the 25%; the buildings going with the 75%.

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence your Examiner now makes his return and certifies that he was engaged as such Examiner in taking this testimony and examined three witnesses, making the costs chargeable in this Cause as follows, to wit:

B. Hackett Turner, Examiner	$10.00
Helen Johns Bastian, First witness	waived
Charles E. Anthony, Jr., Second witness.....	Waived
Linwood C. Yates, Third witness.....	Waived
Anita Boyd, Stenographer, for transcribing testimony	5.00
TOTAL.....	$15.00

B. HACKETT TURNER JR.
(B. Hackett Turner, Jr.)
Examiner

Filed June 10, 1964

MOTION FOR LEAVE TO
AMEND BILL OF COMPLAINT
Filed March 1, 1965

HELEN JOHNS BASTIAN Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs	*	In Equity
JAMES H. BASTIAN, et al Defendants	*	Cause No. 4625

MOTION FOR LEAVE TO
AMEND BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Helen Johns Bastian, Plaintiff, by Wood and Bryan, her attorneys, move your Honors for leave to amend her Bill of Bomplaint for the purpose of adding a new party defendant, namely: Catherine Anne Bastian, daughter of James H. Bastian, Jr., and Charlotte A. Bastian, two of the defendants, said daughter having been born on the sixth day of September, 1964, for the additional purpose of changing the address of James H. Bastian, Jr., and Charlotte A. Bastian, who have removed to 14 Phillips Drive, Swansboro Heights, Swansboro, North Carolina, and for the purpose of making such incidental changes in the language of the bill as may result from the aforegoing amendments.

And for grounds of her motion, Plaintiff respectfully suggests that the addition of Catherine Anne Bastian as a party defendant is essential to the Court's jurisdiction to decree the sale sought by the Plaintiff in this Cause.

AND as in duty bound, etc.,

WOOD AND BRYAN

By HOWARD WOOD
Howard Wood
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I mailed copies of the aforegoing Motion on this 26th day of February, 1965, to each of the following persons at the following addresses; James H. Bastian, 18 Elm Terrace, Dover, Delaware; James H. Bashian, Jr., and Charlotte A. Bastian, 14 Phillips Drive, Swansboro Heights, Swansboro, North Carolina.

HOWARD WOOD
Howard Wood

ORDER OF COURT
Filed March 4, 1965

ORDER OF COURT

Ordered this 4th day of March, 1965, by theCircuit Court for Queen Anne's County in Equity, that the Plaintiff is hereby granted leave to amend her Bill of Complaint as prayed in the aforegoing motion, and it is further ORDERED that the contract purchaser be made a party to these proceedings and be given notice of this order, by the plaintiff.

THOS J KEATING JR.
Judge

Filed March 4, 1965

AMENDED BILL OF COMPLAINT
Filed March 8, 1965

HELEN JOHNS BASTIAN 18 Elm Terrace Dover, Delaware Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, 18 Elm Terrace, Dover, Delaware, JAMES H. BASTIAN, JR., CHARLOTTE A. BASTIAN, his wife, and CATHERINE ANNE BASTIAN, 14 Phillips Drive	* * * * *	Cause No. 4625

Swansboro Heights, Swansboro, North Carolina, and FOURSEAS, INC., in care of Clayton C. Carter, Centreville, Maryland,
Defendants

*
*
*
*

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says;

1. That Kate Johns died a resident of Queen Anne's County, Maryland, seized and possessed of certain real estate herein described, in fee simple, leaving a last Will and Testament dated March 19, 1926, admitted to probate by the Orphans' Court of Queen Anne's County on June 18, 1932, and recorded in Liber W.T.B. No. 3, folio 397, of which a certified copy, marked "Plaintiff's Exhibit A", was filed with the original Bill and is prayed to be taken as part of this Amended Bill.

2. That your Oratrix Helen Johns Bastian is the granddaughter of Kate Johns, and is named in said Will as life tenant of all of the property of the Testatrix.

3. That your Oratrix acquired the contingent remainder devised by said Kate Johns unto Alice Taylor for life in said real estate by deed from Alice Taylor dated November 10, 1953, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 14, folio 41, the original of said deed being filed with the original Bill marked "Plaintiffs' Exhibit B", and is prayed to be taken as part of this Amended Bill, said real estate being described as follows:

> ALL that farm or tracr of land called or known as "The Medical Hill Farm", or "The Johns Farm", situate, lying and being in the second Election District of Queen Anne's County, in the State of Maryland, on the Westerly or left-hand side of the State Road leading from Centreville to Church Hill, and on the Northerly or right-hand side of the Country Road leading down to Southeast Creed from the said Centreville-Church Hill State Road, and near the Southerly limits of the town of Church Hill, containing 103 acres of land, more or less;

4. That your Oratrix acquired the contingent remainder devised by said Jahe Johns unto Katherine Valliant in said real estate by deed from Katherine (M.) Valliant and William (H.) Valliant, (JR.), her husband, dated December 31, 1953, and recorded among said land records in Liber T.S.P. No. 14, folio 40, the original of said deed being filed with the original Bill, marked "Plaintiffs' Exhibit C", and is prayed to be taken as part of this Amended Bill.

5. That, by written Contract of Sale dated March 7, 1964, of which an original was filed with the original Bill, marked "Plaintiffs' Exhibit D", and is prayed to be taken as part of this Amended Bill, your Oratrix agreed, by and with the consent of the other parties to this Cause, (excepting Catherine Anne Bastian), to apply to this Honorable Court for approval and ratification of the sale of said real estate, except the part taken by condemnation by the State of Maryland in Law Case Number 731 in this Court, and conveyance thereof by a trustee to be appointed by this Court, unto Fourseas, Inc., a Delaware corporation, in fee simple, for a consideration of $18,500.00, upon the terms stated in the contract, subject to the payment of a real estate broker's commission, if approved by this Court, unto Elizabeth M. Stafford, of 6% of such sale price.

6. That all of the persons or parties in being who would be entitled to an interest in said fee simple property if any of the contingencies mentioned in the Will of Kate Johns had happened at the time of the filing of this Bill of Complaint are parties to this proceeding, namely;

(a) Helen Johns Bastian; an adult;

(b) James H. Bastian, her husband; an adult;

(c) James H. Bastian, Jr., her son; and adult;

(d) Charlotte A. Bastian, wife of James H. Bastian, Jr., an adult; and

(e) Catherine Anne Bastian, daughter of James H. Bastian, Jr., and Charlotte A. Bastian, born September 6, 1964.

7. That it would be advantageous to all parties to this cause and interested in said real estate that the same be sold upon the terms and for the price stated in said contract of sale, inasmuch as the net proceeds of sale represent an excellent price for the real estate agreed to be sold and can readily be invested so as to realize a higher and more reliable income than the income which can be realized from the real estate.

TO THE END, THEREFORE:

(a) That the real estate described in said Contract of Sale be decreed to be sold and that a Trustee be appointed to make and report the sale

upon the terms and conditions stated in said Contract of Sale;

(b) That this Honorable Court direct the investment of the net proceeds of sale so as to inure in like manner as by the original devise to the use of the same parties who would be entitled to the land sold.

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

AND as in duty bound, etc.,

WOOD AND BRYAN

By HOWARD WOOD
Attorneys for Plaintiff
119 Lawyers Row
Centreville, Maryland 21617
Telephone: Centreville 758-1643

CERTIFICATE OF SERVICE

I hereby certify that I mailed copies to the aforegoing Bill on this 5th day March, 1965, to each of the following persons at the following addresses: James H. Bastian, 18 Elm Terrace, Dover, Delaware; James H. Bastian, Jr., and Charlotte A. Bastian, 14 Phillips Drive, Swansboro Heights, Swansboro, North Carolina.

HOWARD WOOD
Howard Wood

Filed March 8, 1965

ORDER OF PUBLICATION
Filed March 8, 1965

HELEN JOHNS BASTIAN 18 Elm Terrace Dover, Delaware, Plaintiff	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, 18 Elm Terrace, Dover, Delaware, JAMES H. BASTIAN, JR., CHARLOTTE A. BASTIAN, his wife, and CATHERINE ANNE BASTIAN, 14 Phillips Drive, Swansboro Heights, Swansboro, North Carolina, and FOURSEAS, INC., in care of Clayton C. Carter, Centreville, Maryland, Defendants	*	Cause No. 4625

ORDER OF PUBLICATION

The object of this proceeding is to obtain a decree for the sale of the farm known as the Medical Hill Farm or the Johns Farm, situate in the Second Election District of Queen Anne's County, Maryland, on the west or left side of the State Road leading from Centreville to Church Hill and on the north or right side of the County Road leading down to Southeast Creek from the said Centreville-Church Hill State Road, near the southerly limits of the town of Church Hill, containing 103 acres of land, more or less, excepting the part thereof taken by condemnation by the state of Maryland, in Law Case Number 731 in this Court, in accordance with the terms of sale expressed in a contract between Helen Johns Bastian, Vendor, and Fourseas, Inc., a Delaware Corporation, Vendee, dated March 7, 1964, at and for the sum of Eighteen Thousand Five Hundred Dollars ($18,500.00) subject to a 6% broker's commission.

The Amended Bill of Complaint alleges that Plaintiff is life tenant under the Will of Kate Johns, dated March 19, 1926, admitted to probate by the Orphans' Court of Queen Anne's County, on June 18, 1932, and recorded in Liber W.T.B. No. 3, folio 397, a Will Record Book of Queen Anne's County, by which said real estate was devised to Helen Johns Bastian for life and upon her death "unto her children living at the time of her death and unto the issue living at the time of her death of any child or children---dying in her lifetime, the issue of any deceased child to take the parent's share only", with contingent remainder in case Helen Johns Bastian should die without issue to Alice Taylor for life and then to Katherine Valliant absolutely; and that Helen Johns Bastian has since acquired the contingent interests of Alice Taylor and Katherine Valliant by two separate deeds. The amended Bill further alleges that all the persons or parties in being who would be entitled to an interest in said fee simple property, if the contingency mentioned in the Will of Kate Johns had happened at the time of the filing of the Bill, are parties to the proceeding; namely: Helen Johns Bastian; James H. Bastian, her husband; James H. Bastian, Jr., her son; Charlotte A. Bastian, wife of James H. Bastian, Jr., and Catherine Anne Bastian, daughter of James H. Bastian, Jr., and Charlotte A. Bastian, born September 6, 1964. The Amended Bill further alleges that it would be advantageous to all parties interested in said real estate that the same be sold upon the terms and for the price stated in said Contract of Sale, inasmuch as the net proceeds represent an excellent price and can be invested to

realize a higher and more reliable income than can be realized from the real estate and the Amended Bill seeks the appointment of a trustee to make and report the sale and to convey the property and further requests that the Court direct the investment of the net proceeds of sale so as to inure in like manner as by the original devise to the use of the same parties who would be entitled to the land sold.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 8th day of March, 1965, 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 9th day of April, 1965, shall give notice to the Defendants 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 10th day of May, 1965, and file their answers or other initial pleadings 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 Plaintiff.

CHARLES W. CECIL
Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County, in Equity

Filed Mar. 8, 1965

SUMMONS
Filed March 15, 1965

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April Return Day

File No. 4625

Docket #C.W.C. No. 1-Chy.

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

TO: Fourseas, Inc.
in care of Clayton C. Carter
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of April, next, to answer an action at the suit of

Helen Johns Bastian
18 Elm Terrace
Dover, Delaware

Issued the 8th day of March 1965.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: WOOD and BRYAN
119 Lawyers Row
ADDRESS: CEntreville, Maryland 21617
Phone: 758-1643

CHARLES W. CECIL
Clerk

(Seal of Court)

Seal's Place

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 20, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed March 15, 1965

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

Summons served and copy of summons, bill of complaint and certificate of sercice left with Clayton C. Carter for Fourseas Inc. this 9th day of March 1965.

JOSEPH S. QUIMBY
Sheriff

ANSWER OF FOURSEAS, INC.
Filed March 17, 1965

HELEN JOHNS BASTIAN	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES H. BASTIAN et al.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	CAUSE NO. 4625

ANSWER OF FOURSEAS, INC., DEFENDANT

Defendant, Fourseas, Inc., by Clayton C. Carter, its attorney, in answer to the Amended Bill of Complaint, says:

1. It admits the allegations of Paragraphs 1 through 7 of the Bill of Complaint.

2. That this Defendant consents to the passage of a Decree as prayed in the Amended Bill of Complaint.

CLAYTON C. CARTER
Attorney for Fourseas, Inc.
Clayton C. Carter
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1680

I HEREBY CERTIFY, that I mailed a copy of the foregoing Answer to Wood and Bryan, Attorneys for Plaintiff, 119 Lawyers Row, Centreville, Maryland 21617, on this 16th day of March, 1965.

CLAYTON C. CARTER
Attorney for Fourseas, Inc.

Filed March 17, 1965

CERTIFICATE OF SERVICE
Filed April 20, 1965

HELEN JOHNS BASTIAN, Plaintiff,	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al. Defendants	*	Cause No. 4625

CERTIFICATE OF SERVICE

I, the undersigned, being first duly sworn according to law, do hereby depose and say, that on the 30th day of March, 1965, at 14 Phillips Drive, Swansboro Heights, Swansboro, North Carolina, I did serve a true copy of the Order of Publication passed in the above captioned cause on March 8th, 1965, upon Catherine Anne Bastian, age 6 months, by reading and delivering said true copy to her and by delivering a similar true copy to her mother, Charlotte A. Bastian, with whom she resides, both said copies being identical to the attached.

WITNESS my hand this 30th day of March, 1965.

EDMOND W. DUBE

STATE OF NORTH CAROLINA,)
) TO WIT:
COUNTY OF ONSLOW)

I HEREBY CERTIFY, that on this 30th day of March, 1965, before me, a Notary Public of the State of North Carolina in and for Onslow County, personally appeared EDMOND W. DUBE and made oath in due form of law that the matters and facts stated in the aforegoing certificate of service are true and correct as therein set forth, and that he is over 21 years of age.

WITNESS MY HAND AND NOTARIAL SEAL:

J. B. SHANGHNESSY WO VSMC
Notary Public

Notary
Public
Seal

My commission expires:

ADJUTANT
HEADQUARTERS
2d FIELD ARTILLERY GROUP
FLEET MARINE FORCE
CAMP LEJEUNE, NORTH CAROLINA

Copy of ORDER OF PUBLICATION
ATTACHED TO CERTIFICATE OF SERVICE

ANSWER
Filed April 20, 1965

HELEN JOHNS BASTIAN, Plaintiff	*	In The Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al., Defendants	*	Cause No. 4625

ANSWER OF JAMES H. BASTIAN TO AMENDED BILL

The answer of James H. Bastian to the Amended Bill of Complaint in this cause, respectfully shows:

That this Defendant admits each and every allegation of said Amended Bill of Complaint, consents to the relief sought by said Amended Bill of Complaint, waives notice of and attendance at the taking of testimony upon the allegations of the Amended Bill of Complaint and consents and agrees that said testimony may be considered by the Court immediately upon the filing thereof, hereby waiving the necessity of said testimony lying in Court for ten (10) days prior to decree.

AND as in duty bound, etc.,

JAMES H. BASTIAN
James H. Bastian

ADMISSION OF SERVICE

We HEREBY ADMIT SERVICE of a copy of the aforegoing Answer this 19th day of April, 1965.

WOOD AND BRYAN

BY HOWARD WOOD
Attorneys for Plaintiff

Filed April 20, 1965

ANSWER
Filed April 20, 1965

HELEN JOHNS BASTIAN, Plaintiff	*	In The Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, JR., et al. Defendants	*	Cause No. 4625

ANSWER OF JAMES H. BASTIAN, JR., TO AMEND BILL

The answer of James H. Bastian, Jr., to the Amended Bill of Complaint in this cause, respectfully shows:

That this Defendant admits each and every allegation of said Amended Bill of Complaint, consents to the relief sought by said Amended Bill of Complaint, waives notice of and attendance at the taking of testimony upon the allegations of the Amended Bill of Complaint and consents and agrees that said testimony may be considered by the Court immediately upon the filing thereof, hereby waiving the necessity of said testimony lying in Court for ten (10) days prior to decree.

AND as in duty bound, etc.,

JAMES H. BASTIAN, JR.
James H. Bastian, Jr.

ADMISSION OF SERVICE

Ww HEREBY ADMIT SERVICE of a copy of the aforegoing Answer this 19th day of April, 1965.

WOOD AND BRYAN

BY HOWARD WOOD
Attorneys for Plaintiff

Filed April 20, 1965

ANSWER
Filed April 20, 1965

HELEN JOHNS BASTIAN, Plaintiff	*	In The Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
CHARLOTTE A. BASTIAN, et al., Defendants	*	Cause No. 4625

ANSWER OF CHARLOTTE A. BASTIAN TO AMEND BILL

The answer of Charlotte A. Bastian to the Amended Bill of Complaint in this cause, respectfully shows:

That this Defendant admits each and every allegation of said Amended Bill of Complaint, consents to the relief sought by said Amended Bill of Complaint, waives notice of and attendance at the taking of testimony upon the allegations of the Amended Bill of Complaint and consents and agrees that said testimony may be considered by the Court immediately upon the filing thereof, hereby waiving the necessity of said testimony lying in Court for ten (10) days prior to decree.

AND as in duty bound, etc.,

CHARLOTTE A. BASTIAN
Charlotte A. Bastian

ADMISSION OF SERVICE

We HEREBY ADMIT SERVICE of a copy of the aforegoing Answer this 19th day of April , 1965.

WOOD AND BRYAN

BY HOWARD WOOD
Attorneys for Plaintiff

Filed April 20, 1965

PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM
Filed April 21, 1965

HELEN JOHNS BASTIAN, Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al., Defendants	*	Cause No. 4625

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONOTABLE, THE JUDGES OF SAID COURT:

The Petition of Helen Johns Bastian, Plaintiff, by Wood and Bryan, her Attorneys, unto your Honors, respectfully shows:

1. That a true copy of the Order of Publication passed in this cause on March 8, 1965, has been duly served upon the infant defendant, Catherine Anne Bastian, as appears by the Certificate of Service, made under oath by Edmond W. Dube, filed herein.

2. That the said Defendant being an infant, age 7 months, is unable to answer in her own behalf.

WHEREFORE, your petitioner prays, your Honors to pass an order appointing a Guardian Ad Litem for Catherine Anne Bastian, defendant.

Respectfully submitted,

WOOD AND BRYAN

By: HOWARD WOOD

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I mailed copies of the aforegoing Petition to James H. Bastian, 18 Elm Terrace, Dover, Delaware, and to James H. Bastian, Jr., and Charlotte A. Bastian, 14 Phillips Drive, Swansboro Heights, Swansboro, North Carolina on this 19th day of April, 1965, and delivered a copy of same this same day to Clayton C. Carter, Centreville, Md., Attorney for Fourseas, Inc.

HOWARD WOOD
Howard Wood
One of Plaintiff's Attorneys

Filed April 21, 1965

ORDER OF COURT
Filed April 21, 1965

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 21st day of April, 1965, by the Circuit Court for Queen Anne's County, in Equity, that Lucy Blackiston is hereby appointed Guardian Ad Litem for Catherine Anne Bastian, infant Defendant in this case, for the purpose of defending the Amended Bill of Complaint filed herein.

THOS J. KEATING JR

Filed April 21, 1965

ANSWER OF GUARDIAN AD LITEM
Filed April 21, 1965

HELEN JOHNS BASTIAN, Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al. Defendants	*	Cause No. 4625

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Catherine Anne Bastian, infant, by Lucy Blackiston, her guardian ad litem to the Bill of Complaint of Helen Johns Bastian, exhibited against her in the above entitled cause, says:

That this Defendant cannot admit any of the matters and things alleged in the said Bill of Complaint and, being an infant of tender years, submits her rights to the protection of this Honorable Court.

LUCY BLACKISTON
Guardian Ad Litem

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 21st day of April, 1965, before me, the subscriber, a the Clerk of the Circuit Court for Queen Anne's County, personally appeared Lucy Blackiston, the above named Guardian Ad Litem for Catherine Anne Bastian, infant defendant, and made oath in due form of law that the matters and facts stated in the aforegoing Answer are true, to the best of her knowledge and belief.

CHARLES W. CECIL
Clerk of the Circuit Court

Filed April 21, 1965

TESTIMONY Filed April 27, 1965	*	
	*	
HELEN JOHNS BASTIAN Plaintiff	*	In the Circuit Court
		Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al. Defendants	*	Cause No. 4625

TO THE HONOTABLE, THE JUDGES OF SAID COURT:

One of the solicitors for the Plaintiff, Howard Wood, 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 26th day of April, 1965, in the law office of Wood and Bryan, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 11 o'clock A.M. there being present, Helen Johns Bastian, the plaintiff, Charles E. Anthony, Jr. and Linwood C. Yates, witnesses called by the plaintiff, Clayton C. Carter, attorney for Fourseas, Inc., Howard Wood, one of the Solicitors for the plaintiff and Lucy Blackiston, guardian ad litem of the infant defendant and proceeded to take the following testimony:

Helen Johns Bastian, the first witness of lawful age, having been duly sworn, deposes and says:

Questions by Mr. Wood:

Q. 1. Mrs. Bastian, you are the plaintiff in this case?

A. Yes, I am.

Q. 2. And your name and address are Helen Johns Bastian, 18 Elm Terrace, Dover, Delaware?

A. That is correct.

Q. 3. On June 8, 1964, you gave testimony here at our office in this case. Have you just reread that testimony, or not?

A. Yes, I have.

Q. 4. Do you wish to reaffirm that testimony at this time?

A. Yes, I do, with one exception.

Q. 5. And what is that?

A. Well, I have a granddaughter, Catherine Anne Bastian, born September 6,1964.

Q. 6. And she, of course, is the daughter of your son, James H. Bastin, Jr., and his wife, Charlotte Adkins Bastian?

A. That is correct.

Q. 7. And you still feel that the contract of March 7, 1964, should be confirmed by the Court?

A. Yes, I do.

Q. 8. Thank you very much.

Charles E. Anthony, Jr., the second witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Mr. Anthony, you testified in this case, I believe, on June 8, 1964, at our office. Is that correct?

A. Yes, I ded.

Q. 2. Your name and address is Charles E. Anthony, Jr., Centreville, Maryland?

A. That's correct.

Q. 3. Will you state whether or not you are still familiar with the property which is the subject of this case?

A. Yes. I am familiar with this property.

Q. 4. And, would you desire to change your testimony or confirm it at this time?

A. I do not desire to change my testimony from last June.

Q. 5. And you do desire to confirm it. Is that correct?

A. Yes, I do desire to confirm it.

Q. 6. In other words, you say that the fair market value of the property at this time is still $18,000.00 in your opinion?

A. That is correct.

Q. 7. And Mr. Anthony, in your opinion, you mean that it would still be advantageous to the present owners to sell the farm for $18,500.00, subject to a broker's commission?

A. I feel it would be advantageous to the owners to sell for that price.

Q. 8. Thank you.

Linwood C. Yates, the third witness of lawful age, having been duly sworn, deposes and says:-

Q. 1. Mr. Yates, will you state your name and address?

A. Linwood C. Yates, Centreville, Maryland.

Q. 2. And did you not testify in this case on June 8, 1964, at our office?

A. I did.

Q. 3. And have you just reread your testimony of that date?

A. I have.

Q. 4. And do you desire to make any changes in that testimony as of the present time?

A. I do not.

Q. 5. In other words, it is your opinion that it would be advantageous for the parties to have the farm sold under the contract filed in this case, for $18,500.00, subject to a six per cent broker's commission?

A. That is correct.

Q. 6. And you still feel that the value of $18,000.00 to which you previously testified would be the value as of this date of the subject property?

A. I do.

Q. 7. Thank you very much.

There being no further witnesses to be examined, this Examiner herewith makes his return of the depositions of the respective witnesses and the costs chargeable, as follows:

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

And I do further certify that said depositions were commenced at 11:00 l'clock A.M. and were completed at 11:20 o'clock A.M., or a period of 20 minutes.

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

Filed April 27, 1965

DECREE
May 11, 1965

HELEN JOHNS BASTIAN Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al. Defendants	*	Cause No. 4625

D E C R E E

The above cause standing ready for decision upon the Bill of Complaint of Helen Johns Bastian, the Answers of the adult Defendants and of the Guardian ad litem for the infant Defendant, and the Testimony taken before a Standing Examiner of this Court, and said pleadings and testimony and the exhibits thereto having been read and considered, the Court finds that all of the persons or parties who would be entitled if the contingency mentioned in the Will of Kate Johns, deceased, had happened at the date hereof are parties to this proceeding, viz: Helen Johns Bastian, Plaintiff, James H. Bastian, her husband, James H. Bastian, Jr., her son, and Charlotte A. Bastian, wife of the latter, and Catherine Ann Bastian Defendants in this cause, and the Court further finds that the sale of the real estate sought by the Bill appears to be advantageous to the parties concerned;

IT IS, THEREFORE, this 11th day of May, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

1. That Howard Wood be and he is hereby appointed Trustee to sell the real estate described in the Contract of Sale filed herein, marked "Plaintiff's Exhibit D" and "Examiner's Exhibit No. 4", upon the terms and conditions set forth in said Contract of Sale.

2. That said Trustee before he shall proceed to act as such, shall file with the Clerk of this Cout a bond to the State of Maryland, in the penalty of Eighteen Thousand Five Hundred Dollars with corporate surety to be approved by said Clerk.

3. That the testimony of Charles W. Anthony, Jr., and Linwood C. Yates is hereby declared a sufficient appraisal within the meaning of Maryland Rule BR 3 c.

4. That as soon as practicable after said sale and in no event more than thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such sale in the form required by the Maryland Rules.

5. That upon the final ratification of said sale by this Court after the passage of the usual order nisi thereon and upon the payment of the whole purchase price, and not before, said trustee shall be a good and sufficient deed, to be by him executed and acknowleged agreeably to law, convey to the purchaser the property and estate so sold to it, 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, whether in being or not, or claiming under the Will of Kate Johns, whether in being or not.

6. And that said trustee shall being 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 proceedings, the real estate brokerage commission payable to Elizabeth Stafford specified in said Contract of Sale, and such commissions to said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity where with he shall appear to have discharged his trust, in order that the net proceeds of sale may be invested so as to inure in like manner as by the provisions of the Will of Kate Johns, deceased, to the use of the same parties who would be entitled to the land sold, in the manner set forth in said Will.

THOS J KEATING JR
JUDGE

Filed May 11, 1965

CERTIFIED COPY OF BOND
Filed May 11, 1965

RECEIVED FOR RECORD May 11, 1965

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

KNOW ALL MEN BY THESE PRESENTS, that we, Howard Wood, of Queen Anne's County, State of Maryland, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut corporation, duly authorized by its charter to be-

come sole surety on bonds, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighteen Thousand Five Hundred 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 and administrators, successors and assigns, in the whole and for the whole, jointly and severally, formally by these presents, sealed with our seals and dated this 11th day of May, 1965;

WHEREAS, the above bounden Howard Wood, has been appointed by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 11th day of May, 1965, trustee to make sale of the real estate mentioned and described in the cause in said Court entitled "Helen Johns Bastian vs. James H. Bastian, et al." commenced by Bill of Complaint filed in Cause No. 4625 on the Chancery Docket of said Court:

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

TEST:

LUCY BLACKISTON

HOWARD WOOD (SEAL)
(Howard Wood)

HARTFORD ACCIDENT & INDEMNITY COMPANY

By HOWARD WOOD
Its Attorney-in-Fact

(SEAL)

ATTEST:

LUCY BLACKISTON

Security approved and Bond filed May 11, 1965

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 100, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th day of May in the year nineteen hundred and sixty-five.

CHARLES W. CECIL, Clerk
Charles W. Cecil

REPORT OF SALE
Filed May 11, 1965

HELEN JOHNS BASTIAN Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al Defendants	*	Cause No. 4625

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Howard Wood, Trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 11th day of May, 1965, your Trustee filed in this Cause a bond in the penalty of Eighteen Thousand Five Hundred Dollars with corporate surety thereom, which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee on the 11th day of May, 1965, proceeded in accordance with the terms of the written Contract of Sale, filed in this Cause as "Plaintiff's Exhibit D" and "Examiner's Exhibit No. 4" to sell unto Fourseas, Inc., a Delaware corporation, at and for the price of Eighteen Thousand Five Hundred Dollars ($18,500.00), the real estate mentioned and described in said Contract of Sale.

3. That Fourseas, Inc., has in accordance with the terms of said Contract of Sale paid unto your Trustee the sum of Eighteen Hundred Fifty Dollars ($1850.00) on account of the purchase price.

Respectfully submitted,

HOWARD WOOD
(Howard Wood) Trustee

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

I HEREBY CERTIFY, that on this 11th day of May, 1965, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, 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.

CHARLES W. CECIL
Clerk

Filed May 11, 1965

ORDER NISI ON SALE
Filed May 11, 1965

ORDER NISI ON SALE

Helen Johns Bastian Plaintiff	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
James H. Bastian, et al. Defendants	)	Cause No. 4625

ORDERED, this 11th. day of May, 1965, that the sale of the real property, made and reported in this cause by Howard Wood, Trustee, be ratified and confirmed, on or after the 11th. day of June, 1965, 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 4th. day of June, 1965.

The report states the amount of sales to be $18,500.00.

CHARLES W. CECIL Clerk

Filed May 11, 1965

PETITION FOR SUBSTITUTION OF PURCHASER
Filed June 22, 1965

HELEN JOHNS BASTIAN	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
JAMES H. BASTIAN, ET AL.	:	IN EQUITY
	:	NO. 4625

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDTES OF SAID COURT:

The Petition of James B. Clements and Marjorie McKnight Clements, his wife, and William B. Clements and Florence C. Clements, his wife, assignee, by Clayton C. Carter, their attorney, respectfully represents unto your Honors:

1. That by a Decree of this Court dated May 11, 1965, Howard Wood was appointed trustee to sell the real estate described in a Contract of Sale dated March 7, 1964 between Helen Johns Bastian and Fourseas, Inc., a body corporate, and qualified as such by filing an approved bond.

2. That on May 11, 1965, pursuant to said decree, the trustee, sold the said real estate at private sale to Fourseas, Inc.; that on the same date the sale was duly reported to this Honorable Court, and on order nisi thereon was passed, but the said sale has not as yet been finally ratified and confirmed.

3. That Fourseas, Inc. has since assigned and transferred unto your Petitioners all its interest in said Contract of Sale as will more fully appeared by an assignment from Fourseas, Inc. to your Petitioners attached hereto as a part hereof.

4. That your Petitioners are ready, willing and able to comply with the terms of the sale and request that they be substituted as purchasers in the place and stead of Fourseas, Inc.

WHEREFORE your Petitioners pray that an order may be passed by this Honorable Court substituting them, as their interests appear in said assignment, as Purchasers of the aforesaid real estate, in place and stead of Fourseas, Inc.

Respectfully submitted:

CLAYTON C. CARTER
Clayton C. Carter
Attorney for James B. Clements
and Marjorie McKnight Clements,
his wife, and William B. Clements
and Florence C. Clements, his
wife, Assignees

111 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1680

Filed June 22, 1965

ASSENT OF TRUSTEE

I hereby assent to the passage of the order prayed for in the aforegoing Petition.

HOWARD WOOD
Trustee

Filed June 22, 1965

ORDER OF COURT
Filed June 22, 1965

ORDER OF COURT

Upon the aforegoing Petition, Assignment and Assent, it is this 22nd day of June, 1965, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that James B. Clements and Marjorie McKnight Clements, his wife and William B. Clements and Florence C. Clements, his wife, Assignees, be, and they are hereby, submitted as purchasers of the real estate descriged in this proceeding, as their interests appear in said assignment, in place and stead of Fourseas, Inc.

THOS J KEATING JR.
Judge

Filed June 22, 1965

FOUR VALUE RECEIVED, Fourseas, Inc. does hereby assign and transfer unto James B. Clements and Marjorie McKnight Clements, his wife, as tenants by the entirety, their assigns, the survivor of them, the survivor's heirs and assigns, a one-half interest and unto William B. Clements and Florence C. Clements, his wife, as tenants by the entirety, their assigns, the survivor of them, the survivor's heirs and assigns, a one-half interest in and to a certain Contract of Sale made on March 7, 1964 between Helen Johns Bastian and Fourseas, Inc. with respect to the all that farm or tract of land called or known as "The Medical Hill Farm" or "The Johns Farm", situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the westerly or left side of the State Road leading from Centreville to Church Hill, and on the northerly or right side of the County road leading down to Southeast Creek from the Centreville-Church Hill State Road, and near the southerly limits of the Town of Church Hill, containing 103 acres of land, more or less.

AS WITNESS the hand of the said body corporate by James B. Clements, its Vice-President and its corporate seal hereunto affixed and attested:

TEST: (as to signature)

JEAN D. HAYMAKER

FOURSEAS, INC.

BY: JAMES B. CLEMENTS
Its Vice-President

ATTEST: (as to corporate seal)

MARJORIE M. CLEMENTS
Secretary

Corporate
Seal

Filed June 22, 1965

AFFIDAVIT BY PURCHASERS
Filed June 28, 1965

HELEN JOHNS BASTIAN	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
JAMES H. BASTIAN, ET AL.	:	IN EQUITY
		CAUSE NO. 4625

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 25 day of June, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James B. Clements, Marjorie McKnight Clements, William B. Clements and Florence C. Clements, and made oath in due form of law as follows:

That they were not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as Principals;

That they have not directly or indirectly discouraged anyone

from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

J WILBUR STAFFORD
Notary Public

Filed June 28, 1965

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed June 28, 1965

ORDER NISI ON SALE

Helen Johns Bastian
Plaintiff
vs.
James H. Bastian, et al.
Defendants

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

Cause No. 4625

ORDERED, this 11th day of May, 1965, that the sale of the real property, made and reported in this cause by Howard Wood, Trustee, be ratified and confirmed, on or after the 11th day of June, 1965, 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 4th day of June, 1965.

The report states the amount of sales to be $18,500.00.

CHARLES W. CECIL, Clerk

Filed: May 11, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., June 11, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the order nisi in the case of James H. Bastian # 4625 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 4 day of June, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of May 1965, and the last insertion on the 27 day of May, 1965.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed June 28, 1965

FINAL RATIFICATION OF SALE
Filed June 28, 1965

HELEN JOHNS BASTIAN Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al. Defendants	*	Cause No. 4625

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate made and reported in this Cause by Howard Wood, Trustee, was fairly and properly made and no exceptions having been filed to the report of sale, it is ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 28th day of June, 1965, that the sale of the real estate made and reported in this Cause by Howard Wood, Trustee, 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 Trustee 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

Filed June 28, 1965

AMENDED CERTIFICATE OF SERVICE
Filed July 2, 1965

HELEN JOHNS BASTIAN, Plaintiff,	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, et al. Defendants	*	Cause No. 4625

AMENDED CERTIFICATE OF SERVICE

I, the undersigned, being first duly sworn according to law, do hereby depose and say, that on the 30th day of March, 1965, at 14 Phillips Drive Swansboro Heights, Swansboro, North Carolina, I did serve a true copy of the Order of Publication passed in the above captioned cause on March 8, 1965, upon Catherine Anne Bastian, age 6 months, by reading and delivering said true copy to her and by delivering a similar true copy to her mother, Charlotte A. Bastian, with whom she resides, both said copies being identical to the attached.

WITNESS my hand this 30 day of June ,1965.

EDMOND W. DUBE

STATE OF NORTH CAROLINE,)
) To Wit:
COUNTY OF ONSLOW)

I HEREBY CERTIFY, that on this 30 day of June, 1965, before me, a Notary Public of the State of North Carolina in and for Onslow County, personally appeared Edmond W. Dube and made oath in due form of law that the matters and facts stated in the aforegoing certificate of service are true and correct as therein set forth, and that he is over twenty-one years of age.

WITNESS MY HAND AND NOTARIAL SEAL:

A. D. SAWYER
Notary Public

Notary
Public
Seal

My Commission Expires:
February 15, 1967

Filed July 2, 1965

HELEN JOHNS BASTIAN 18 Elm Terrace, Dover, Delaware, Plaintiff	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
JAMES H. BASTIAN, 18 Elm Terrace, Dover, Delaware JAMES H. BASTIAN, JR. and CHARLOTTE, A BASTIAN, his wife, 509 New River Drive, Jacksonville, North Carolina Defendants	*	Cause No. 4625

ORDER OF PUBLICATION

The object of this proceeding is to obtain a decree for the sale of the farm known as the Medical Hill Farm or the Johns Farm, situate in the Second Election District of Queen Anne's County, Maryland, on the west or left side of the State Road leading from Centreville to Church Hill and on the north or right side of the County Road leading down to Southeast Creek from the said Centreville - Church Hill State Road, near the southerly limits of the town of Church Hill, containing 103 acres of land, more or less, excepting the part thereof taken by condemnation by the State of Maryland, in Law Case Number 731 in this Court, in accordance with the terms of sale expressed in a contract between Helen Johns Bastian, Vendor and Fourseas, Inc., a Delaware Corporation, Vendee, dated March 7, 1964, at and for the sum of Eighteen Thousand Five Hundred Dollars ($18,500.00) subject to a 6% broker's commission.

The Bill of Complaint alleges that Plaintiff is life tenant under the Will of Kate Johns, dated March 19, 1926, admitted to probate by the Orphans' Court of Queen Anne's County, on June 18, 1932, and recorded in Liber W.T. B. No. 3, folio 397, a Will Record Book for Queen Anne's, County by which said real estate was devised to Helen Johns Bastian for life and upon her death "unto her children living at the time of her death and unto the issue living at the time of her death of any child or children... dying in her lifetime, the issue of any deceased

child to take the parent's share only", with contingent remainder in case Helen Johns Bastian should die without issue to Alice Taylor for life and then to Katherine Valliant absolutely; and that Helen Johns Bastian has since acquired the contingent interests of Alice Taylor and Katherine Valliant by two separate deeds. The Bill further alleges that all the persons or parties in being who would be entitled to an interest in said fee simple property, if the contingency mentioned in the Will of Kate Johns had happened at the time of the filing of the Bill, are parties to the proceeding; namely: Helen Johns Bastian; James H. Bastian, her husband; James H. Bastian, Jr., her son and only descendant; and Charlotte A. Bastian, age 20, wife of James H. Bastian, Jr. The Bill further alleges that it would be advantageous to all parties interested in said real estate that the same besold upon the terms and for the price stated in said Contract of Sale, inasmuch as the net proceeds represent an excellent price and can be invested to realize a higher and more reliable income than can be realized from the real estate and the Bill seeks the appointment of a trustee to make and report the sale and to convey the property and further requests that the Court direct the investment of the net proceeds of sale so as to inure in like manner as by the original devise to the use of the same parties who would be intitled to the land sold.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 8th day of May, 1964, 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 11th day of June, 1964, shall give notice to the Defendants 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 13th day of July, 1964, and file their answers or other initial pleadings 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 Plaintiff.

CHARLES W. CECIL
Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County, in Equity

Filed May 8, 1964

REPORT OF AUDITOR
Filed Sept. 27, 1965

HELEN JOHNS BASTIAN — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

JAMES H. BASTIAN, et al. — IN EQUITY No. 4625

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 Howard Wood, Trustee, who was by decree of this Court of May 11, 1965, appointed such Trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom.

2. That in the within account, the said trustee is charged with the proceeds of sale and allowed thereafter only those part of his commissions due him that are actually claimed by him, the balance thereof having been expressly waived by said trustee and also allowed all expenses for which he has produced proper vouchers, including the fee of your auditor for stating this account and notifying the parties of the filing of the audit. None of said expenditures were personal.

Respectfully submitted,

J THOMAS CLARK
J. Thomas Clark
Auditor

September 27, 1965

Cause No. 4625

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

Cr.

1965
May 11 By proceeds of the sale of land, per report of sale of said vendor, to wit:---------- $18,500.00

Dr.

To Howard Wood, Trustee, (and vendor of said land), as payment in full for commissions due him for making said sale (the balance of said commissions being expressly waived by said Trustee,) to wit:-----$620.00

To do., for an amount due Elizabeth M. Stafford, Real Estate Broker, for procuring buyer in said sale, per decree of this Court of 5/11/65, the sum of ----------			1100.00
To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, to wit:			
1-Costs of Charles W. Cecil, Clerk---	$ 87.65		
2-Costs of Sheriff of Queen Anne's Co.	2.00		
3-Costs of Lucy Blackiston, Guardian at litem ----------	4.50		
4-Costs of Anita Boyd, Guardian ad litem ----------	4.50		
5-Costs of Anita Boyd, steno.--------	5.00		
6-Costs of Register of Wills of Queen Anne's County ----------	5.50		
7-Costs of B. Hackett Turner, Examiner	20.00		
8-Appearance fee of Wood and Bryan, atty----------	10.00		
9-Appearence fee of Clayton C. Carter, atty----------	10.00		149.15
To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs, per receipt exhibited, to wit:----------			15.00
To do., for an amount paid Queen Anne's Record-Observer for publishing the Order Nisi of Sale, per receipts exhibited, to wit:----------			14.00
To do., for an amount paid Howard Wood, Agent, for the premium on the Trustee's corporate surety bond filed in this cause, per receipt exhibited, to wit:----------			74.00
To do., for an amount paid Wood and Bryan for postage, per receipt exhibited, towwit:----------			.66
To J. Thomas Clark, Auditor, for stating this account, the sum of ----------			60.00
To the Denton National Bank, as Trustee, the balance, which funds are to be merged with funds the said trustee holds under the trust in Chancery Cause No. 3964, now pending in The Circuit Court for Queen Anne's County, in Equity, or the sum of ----------			16,467.19
		$18,500.00	$18,500.00

September 27, 1965

J THOMAS CLARK
Auditor

Filed Sept. 27, 1965

CERTIFICATE OF NOTICES MAILED
Filed Sept. 27, 1965

HELEN JOHNS BASTIAN

vs.

JAMES H. BASTIAN, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4625

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 27, 1965, he did by U.S. First Class Mail notify the following interested parties of this cause, to wit:

Howard Wood, Trustee
Lawyers Row
Centreville, Maryland

Helen Johns Bastian
18 Elm Terrace
Dover, Delaware

James H. Bastian
18 Elm Terrace
Dover, Delaware

James H. Bastian, Jr.
14 Phillips Drive
Swansboro Heights
Swansboro, North Carolina

Catherine A. Bastian
14 Phillips Drive
Swansboro Heights
Swansboro, North Carolina

Lucy Blackiston, Guardian
ad litem of Catherine Ann
Bastian, infant
c/o Wood and Bryan
Lawyers Row
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, did notify each of them that said account was filed on September 27, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed by October 12, 1965, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on October 13, 1965.

J THOMAS CLARK
Auditor

Filed Sept. 27, 1965

NISI RATIFICATION OF AUDIT
Filed September 27, 1965

Helen Johns Bastian	)	In the Circuit Court
	)	
VS.	(	for Queen Anne's County
	)	
James H. Bastian, et al	)	In Equity

Cause No. 4625

ORDERED, this 27th. day of September, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 13th. day of October, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed September 27, 1965

FINAL RATIFICATION OF AUDIT
Filed Oct. 14, 1965

Helen Johns Bastian	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY IN EQUITY
James H. Bastian, et al.	No. 4625 Chy.

FINAL RATIFICATION OF AUDIT

ORDERED, this 14th. day of September, 1965, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Howard Wood, Trustee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Oct. 14, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eleventh day of May, in the year nineteen hundred and sixty-four, the following BILL OF COMPLAINT was brought to be recorded, to wit:

J. GRANT YATES, JR. and JEANNE M. YATES, his wife, Centreville, Maryland; LINWOOD C. YATES, Centreville, Maryland; MARGARET G. WHITE and T. WALTER WHITE, JR., her husband, Stevensville, Maryland PATRICIA MULLIKIN WALTON and EDWARD WALTON, her husband, 221 Brandon Road, Baltimore 12, Maryland; WILLIAM B. YATES, JR. and EVELYN YATES, his wife, Centreville, Maryland. LUTHER B. YATES and EDNA YATES, his wife, 3637 Greenmount Avenue, Baltimore, Maryland; and ELIZABETH YATES CARLIN 39 Valley Wood Road Cos Cob, Connecticut; COMPLAINTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4627
vs.	:	
ROBERT T. YATES and IRENE J. YATES, his wife, Centreville, Maryland; JANET LEA YATES, Infant, Centreville, Maryland; and JAMES W. YATES, Infant, Centreville, Maryland; DEFENDANTS	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That Mabel Y. Shaw, late of Queen Anne's County, State of Maryland, departed this life December 22, 1963, seized and possessed of the following described real estate, to wit:

ALL that lot, parcel or piece of land situate in the town of Centreville, Queen Anne's County, State of Maryland, lying on the Westerly side of Commerce Street and opposite Kidwell Avenue, and which may be described, as follows, to wit: BEGINNING at a marble block planted on the inner edge of the gutter on Commerce Street on the division line between the property hereby granted and the property conveyed to Edwin Knox by deed dated June 27, 1900, and recorded in Liber W.H.C. No. 10, folio 530, a land record book for Queen Anne's County, by Katherine Busteed Street and her husband; and running thence with said division line in a westerly direction, 147 feet to a marble block planted on said line at its intersection with the property of John H. C. Legg; thence with said property in a southerly direction 53½ feet to the property of, or formerly of, J. Fletcher Rolph; thence with said property in an Easterly direction, 143 feet to a marble block planted in the inner edge of the gutter on Commerce Street; thence with said street in a Northerly direction to the said place of beginning; TOGETHER with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging, or in anywise appertaining, including a right of way, ten (10) feet wide of ingress and egress over and through the rear end of the lot conveyed to Edwin Knox by Katherine Busteed Street and husband, from and to the right of way leading from the rear of the property conveyed by the said Katherine Busteed and William J. Price to J. H. C. Legg to Commerce Street and by said right of way and to said Commerce Street.

BEING the same land and premises which was granted and conveyed unto Mabel Y. Shaw (the decedent) by William R. Horney, Executor of the Last Will and Testament of Elva Perry, by deed of conveyance bearing date October 31, 1929, and recorded on November 1, 1929, in Liber B.H.T. No. 10, folio 260, a land record book for Queen Anne's County, State of Maryland; BEING ALSO the same land and premises subsequently granted and conveyed unto J. Mason Shaw and Mabel Y. Shaw, his wife, as tenants by the entireties (now both deceased), by B. Hackett Turner, single man, (straw deed) by deed of conveyance bearing date September 25, 1946, and recorded in Liber A.S.G.Jr. No. 15, folio 160, a land record book for Queen Anne's County aforesaid, a certified copy of which deed is attached hereto and made a part hereof, marked "Complainant's Exhibit A".

2. That the said Mabel Y. Shaw was survived by the following heirs at law; J. Grant Yates, Jr. and Linwood C. Yates, sons of her deceased brother, J. Grant Yates; Margaret G. White, daughter of Edna Y. Marsh, deceased sister of Mabel Y. Shaw, and Patricia Mullikin Walton, daughter of her deceased nephew, Robert Archibald Mullikin, son of Edna Y. Marsh; William B. Yates, Jr., Robert T. Yates, Elizabeth Yates Carlin, Lugher B. Yates, Jr., Janet Lea Yates, and James W. Yates, children of her deceased brother, William Bedford Yates, all as will more fully appear by reference to the administration of the estate of Mabel Yates Shaw in the Orphans' Court for Queen Anne's County, Maryland, being Administration No. 3671, a certified copy of Petition for Letters of Administration in estate of Mabel Y. Shaw, attached hereto, and made a part hereof marked

"Complainant's Exhibit B".

3. That all known parties, who would be entitled to the above mentioned land to be sold, have been made parties to this proceeding, as will more fully appear as follows, that is to say:

a. Linwood C. Yates, divorced adult, one of your Orators, resides in Centreville, Queen Anne's County, Maryland.

b. William B. Yates, Jr., one of your Orators, resides in Centreville, Queen Anne's County aforesaid, and is married to Evelyn Yates, both are adults.

c. Luther B. Yates, one of your Orators, resides at 3637 Greenmount Avenue, Baltimore, Maryland, and is married to Edna Yates, both are adults.

d. Elizabeth Yates Carlin, divorced adult, one of your Orators, resides at 39 Valley Wood Road, Cos Cob, Connecticut.

e. J. Grant Yates, Jr., one of your Orators, resides at, or near Centreville, Queen Anne's County aforesaid, and is married to Jeanne M. Yates, both are adults.

f. Margaret G. White, one of your Orators, resides at Stevensville, Queen Anne's County aforesaid, and is married to T. Walter White, Jr., both are adults.

g. Patricia Mullikin Walton, adult, one of your Orators, is married to Edward Walton, and resides at 221 Brandon Road, Baltimore 12, Maryland, both are adults.

h. Janet Lea Yates and James W. Yates, Defendants, both infants, reside at Centreville, Queen Anne's County, Maryland.

i. Robert T. Yates, Defendant, resides in Centreville, Queen Anne's County, Maryland, and is married to Irene J. Yates, both are adults.

4. That the said real estate will not admit of being divided among the parties thereto, as aforesaid, without loss or injury to said parties and it will be necessary to sell the same and distribute the proceeds of said sale among the aforesaid heirs, according to their several just portions, agreeable to the Acts of the General Assembly in such cases provided.

TO THE END, THEREFORE:

1. That a decree may be passed for the sale of the said real estate and a Trustee appointed to make same.

2. That the proceeds of said sale, after costs and expenses incident thereto, be divided among the aforesaid parties according to their several just portions, agreeable to the Acts of ghe General Assembly in such cases, made and provided.

3. That your Orators may have such other and further relief in the premises as their case may require.

AND, AS IN DUTY BOUND, ETC.

H. HACKETT TURNER
B. Hackett Turner
Solicitor for Complainants
Centreville, Maryland
Phone: Centreville 758-1795

LINWOOD C. YATES
Linwood C. Yates

J. GRANT YATES JR
J. Grant Yates, Jr.

WILLIAM B. YATES JR.
William B. Yates, Jr.

Three of the Complainants herein.

Filed May 11, 1964

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

COMPLAINANT'S EXHIBIT A
Filed May 11, 1964

::::::::::::::::::::::::::::::::::
#24,707 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Fifth day of September, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 25 day of September in the year nineteen hundred and forty six, by and between B. Hackett Turner, Jr., single man, of Queen Anne's County, State of Maryland, party of the first part and J. Mason Shaw and Mabel Y. Shaw, his wife, of Queen Anne's County, aforesaid, parties of the second part;

Witnesseth, that for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said B. Hackett Turner, Jr. does hereby grant and convey unto the said J. Mason Shaw and Mabel Y. Shaw, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:

All that lot, parcel or piece of land situate in the town of Centreville, Queen Anne's County, State aforesaid, lying on the westerly side of Commerce Street and opposite Kidwell Avenue and which may be described as follows, to wit: Beginning at a marble block planted on the inner edge of the gutter on Commerce Street on the division line between the property hereby granted and the

property conveyed to Edwin Knox by deed dated the 27th day of June 1900 and recorded in Liber W.H.C. No. 10 folio 530 a land record book for Queen Anne's County, by Katherine Busteed Street and her husband, and running thence with said division line in a westerly direction 147 feet to a marble block planted on said line at its intersection with the property of John H. C. Legg, thence with said property in a southerly direction 53½ feet to the property of J. Fletcher Rolph, thence with said property in an easterly direction 143 feet to a marble block planted in the inner edge of the gutter on Commerce Street, thence with said street in a northerly direction to the said place of beginning; teing the same property which was conveyed unto the said B. Hackett Turner, Jr., from J. Mason Shaw and Mabel Y. Shaw, his wife, by deed bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County, prior to these presents, to which said Deed reference is hereby made for a more complete and perfect description thereof.

Together with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging or in any wise appertaining, including a right of way ten feet wide of ingress and egress over and through the rear end of the lot conveyed to Edwin Knox by Katherine Busteed Street and husband, from and to the right of way leading from the rear of the property conveyed by the said Katherine Busteed and William J. Price to John H. C. Legg to Commerce Street and by said right of way from and to the said Commerce Street.

To Have and To Hold the said lot or parcel of land and premises unto and to the use of the said J. Mason Shaw and Mabel Shaw, his wife, their heirs and assigns, in fee simple, for ever.

And the said B. Hackett Turner does hereby covenant that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said Grantor:

Test; (as to said Grantor)

KATHERINE C. O'NEAL
Katherine C. O'Neal

B. HACKETT TURNER, JR. (SEAL)
B. Hackett Turner, Jr.

State of Maryland)
) TO WIT:
Queen Anne's County)

I Hereby Certify that on this 25 day of September in the year nineteen hundred and forty six, before me, a Notary Public of the State of Maryland in and for Queen Anne's County, State aforesaid, personally appeared B. Hackett Turner, Jr., single man, 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 written.

Notary
Public
Seal

KATHERINE C. O'NEAL
Notary Public
Katherine C. O'Neal

Ex. Exh. #1

My commission expires May 5, 1947

Comp - Exh. A

Filed May 11, 1964

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber A.S.G. Jr. No. 15, folio 160, 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 1st day of May in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

Filed May 11, 1964

EXHIBIT #2.
Filed May 11, 1964

PETITION FOR LETTERS OF ADMINISTRATION

To the Honorable, the Judges of the Orphans' Court of Queen Anne's County:

In the Matter of the Settlement of the Estate of Mabel Y. Shaw late of Queen Anne's County, deceased.

The petition of B. Hackett Turner respectfully showeth that Mabel Y. Shaw a resident of Queen Anne's County, State of Maryland departed this life at The Memorial Hospital, Easton, Maryland on Sunday the 22nd day of December,

A.D. 1963, at ---- o'clock--M., leaving no last will and testament that has come to the knowledge or possession of your petitioner; that said decedent left surviving her the following heirs-at-law, viz: Margaret G. White, of age, Stevensville, Md., daughter of Edna Yates Marsh, deceased sister, J. Grant Yates, Jr. and Linwood C. Yates, of age, Centreville, Md., sons of J. Grant Yates, deceased brother. William B. Yates, Jr., of age, 214 Windsor Ave., Centreville, Md., son of William Bedford Yates, deceased brother, Robert T. Yates, of age, Centreville Heights, Centreville, Md., son of William Bedford Yates, deceased brother, Elizabeth Yates Carlin, of age, 39 Valley Wood Road, Cos Cob, Connecticut, daughter of William Bedford Yates, deceased brother, Luther B. Yates, Jr., 3637 Greenmount Ave., Baltimore, Md., son of William Bedford Yates, deceased brother, and Janet Lea Yates, age 19 and James W. Yates, age 17, 104 Windsor Ave., Centreville, Md., daughter and son of William Bedford Yates, deceased brother. Patricia Mullikin Walton, daughter of Robert A. Mullikin, deceased nephew, 221 Brandon Road, Baltimore 12, Maryland.

Therefore your petitioner respedtfully applies for Letters of Administration upon the personal estate of said deceased.

B. Hackett Turner
B. Hackett Turner

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

I hereby certify that on this 13th day of January in the year nineteen hundred and sixty four, before the subscriber, the Register of Wills of Queen Anne's County, personally appeared B. Hackett Turner the petitioner named in the above application, and made oath in due form of law that the matters and things stated in the aforegoing application are true to the best of his knowledge and belief.

E. Clyde Walls
Register of Wills for Queen Anne's County

EX. EXH. #2.

SUMMONS
Filed May 29, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

June Return Day
File No. 4627
Docket C.W.C. #1, fol. 14

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

TO: Robert T. Yates and Irene J. Yates, his wife,
Centreville, Maryland,

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of June, next, to answer an action at the suit of J. Grant Yates, Jr. and Jeanne M. Yates, his wife, Centreville, Maryland; Linwood C. Yates, Centreville, Maryland; Margaret G. White and T. Walter White, Jr., her husband, Stevensville, Maryland; Patricia Mullikin Walton and Edward Walton, her husband, 221 Brandon Road, Baltimore 12, Maryland; William B. Yates, Jr. and Evelyn Yates, his wife, Centreville, Maryland; Lugher B. Yates and Edna Yates, his wife, 3637 Greenmount Avenue, Baltimore, Maryland; and Elizabeth Yates Carlin 38 Valley Wood Road, Cos Cob, Connecticut;

Issued the 11th. day of May 1965.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: B. Hackett Turner
Centreville, Maryland
ADDRESS: Phone: Centreville 758-1795

CHARLES W. CECIL
Clerk

(Seal of Court)

Circuit
Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE June 16, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed May 29, 1964

And on the back of the foregoing is the following endorsement:

RETURN OF SHERIFF

Summons served on Robert T. Yates and Irene J. Yates, his wife, and a copy of the Summons and Bill of Complaint left with them this 18th day of May, 1964.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County.

SUMMONS
Filed May 29, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

June Return Day
File No. 4627
Docket C.W.C. #1, fol 14

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

TO: Janet Lea Yates, Infant,
Centreville, Maryland,

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of June, next, to answer an action at the suit of J. Grant Yates, Jr. and Jeannie M. Yates, his wife, Centreville, Maryland; Linwood C. Yates, Centreville, Maryland; Margaret G. White and T. Walter White, Jr., Her husband, Stevensville, MARYLAND: Patricia Mullikin Walton and Edward Walton, her husband, 221 Brandon Road, Baltimore 12, Maryland; William B. Yates, Jr. andEvelyn Yates, his wife, Centreville, Maryland; Luther B. Yates and Edna Yates, his wife, 3637 Greenmount Avenue, Baltimore, Maryland; and Elizabeth Yates Carlin 39 Valley Wood Road Cos Cob, Connecticut

Issued the 11th. day of May, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: B. Hackett Turner

ADDRESS: Centreville, Maryland
Phone: Centreville 758-1795

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE June 16, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed May 29, 1964

And on the back of the aforegoing is the following endorsement:

RETURN OF SHERIFF

Served by delivering a copy of the subpoena to Janet Lea Yates, Infant, and by leaving with her a copy of the Bill of Complaint and with her Mother, Janet Yates, withwhom she resides, this 14th day of May, 1964.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's
County.

SUMMONS
Filed May 29, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

June Return Day
File No. 4627
Docket C.W.C. No. 1, folio
14

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

TO: James W. Yates, Infant,
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of June, next, to answer an action at the suit of J. Grant Yates, Jr. and Jeanne M. Yates, his wife, Centreville, Maryland; Linwood C. Yates, Centreville, Maryland; Margaret G. White and T. Walter White, Jr., her husband, Stevensville, Maryland; Patricia Mullikin Walton and Edward Walton, her husband, 221 Brandon Road, Baltimore 12, Maryland; William B. Yates, Jr. and Evelyn Yates, his wife, Centreville, Maryland; Luther B. Yates and Edna Yates, his wife, 3637 Greenmount Avenue, Baltimore, Maryland; and Elizabeth Yates Carlin 38 Valley Wood Road Cos Cob, Connecticut;

Issued the 11th. day of May, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: B. Hackett Turner

ADDRESS: Centreville, Maryland
Phone: Centreville 758-1795

CHARLES W. CECIL
Clerk

(Seal of Court)

Circuit
Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE June 16, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed May 29, 1964

RETURN OF SHEIFF

Served by delivering a copy of the subpoena to James W. Yates, Infant, and by leaving with him a copy of the Bill of Complaint and with his Mother, Janet Yates, with whom he resides, this 14th day of May, 1964.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County.

PETITION
Filed June 9, 1964

J. GRANT YATES,JR., et al COMPLAINANTS	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
ROBERT T. YATES, et al DEFENDANTS	:	CHANCERY CAUSE NO. 4627

: : : : : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Janet Yates, Natural Guardian of Janet Lea Yates and James W. Yates, infants, unto your Honors, respectfully says:

1. That as will appear by reference to the Bill of Complaint filed in this cause, the Defendants, Janet Lea Yates and James W. Yates, are infants under the age of twenty-one years.

2. That the writs of subpoena heretofore issued in this Cause against Janet Lea Yates and James W. Yates have been duly served, and a copy thereof, along with the Bill of Complaint, served on your Petitioner, as natural guardian of said infants, as will appear from the returns of the Sheriff of Queen Anne's County.

3. That your Petitioner is advised that because of said infancy of the Defendants it is necessary that a Guardian Ad Litem be appointed by the Honorable Court to answer and defend the suit for said infants.

Therefore, 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 Janet Lea Yates and James W. Yates, infants, with instructions to said Guardian Ad Litem to answer and defend the said suti for said infants.

And As In Duty Bound, etc.

B. HACKETT TURNER
B. Hackett Turner
Solicitor for Petitioners

Filed June 9, 1964

ORDER
Filed June 11, 1964

ORDER

Upon the aforegoing Petition, It Is Ordered this 10th day of June 1964, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that ROBERT R. PRICE, JR. Esq., of Queen Anne's County, State of Maryland, be, and he is hereby appointed Guardian Ad Litem of Janet Lea Yates and James W. Yates, infants, with instructions to him to answer and defend the suit instituted against said infants by the Bill of Complaint filed in this Cause.

THOS J KEATING JR.
Judge

Filed June 11, 1964

ANSWER
Filed June 15, 1964

J. GRANT YATES, JR., ET AL. Complainants	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	CHANCERY NO. 4627
ROBERT T. YATES, ET AL, Defendants	:	

: : : : : : : : : : :

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Janet Lea Yates and James W. Yates, infants, under the age of twenty-one years, by Robert R. Price, their Guardian Ad Litem, to the Bill of Complaint exhibited against them in said cause, says:

That these Defendants neither admit nor deny any of the matters or things alleged in the Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

Respectfully submitted:

ROBERT R PRICE
Robert R. Price, Guardian At Litem

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

I HEREBY CERTIFY, that on this 15th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert R. Price, the above named Guardian Ad Litem for Janet Lea Yates and James W. Yates, 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, information and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

MARCY FOSTER COLLIER
Notary Public
My commission expires May 3, 1965

I HEREBY CERTIFY, that a copy of the aforegoing Answer was served on B. Hackett Turner, Solicitor for the Complainants, by leaving a copy of the same at his law office at 109 Lawyers Row, Centreville, Maryland, this 15th day of June, 1964.

ROBERT R. PRICE
Robert R. Price, Guardian Ad Litem

Filed June 15, 1964

ANSWER
Filed July 2, 1964

J. GRANT YATES, JR., ET AL, Complainants	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	CHANCERY NO. 4627
ROBERT T. YATES, ET AL, Defendants.	:	

: : : : : : : : :

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Robert T. Yates and Irene J. Yates, his wife, to the Bill of Complaint of J. Grant Yates, Jr., et al, against them and others in this Court exhibited.

These Defendants admit the matters and facts set forth in said Bill of Complaint, and consent to the passage of such Decree as may be right and proper in the premises.

AND, AS IN DUTY BOUND, ETC.

ROBERT T. YATES
Robert T. Yates

IRENE J. YATES
Irene J. Yates

I HEREBY CERTIFY, that a copy of the foregoing Answer was left at the office of B. Hackett Turner, Attorney for Complainants, 109 Lawyers Row, Centreville, Maryland, this 2 day of July 1964.

ROBERT T. YATES
Robert T. Yates

Filed July 2, 1964

REPORT OF EXAMINER AND TESTIMONY
Filed July 20, 1964

J. GRANT YATES, JR., et al. COMPLAINANTS	IN THE CIRCUIT COURT FOR
	QUEEN ANNE'S COUNTY
vs.	

ROBERT T. YATES, et al.
Defendants

In Equity No. 4627

The undersigned, Vachel A. Downes, Jr., one of the standing examiners for the Circuit Court for Queen Anne's County, at the request of B. Hackett Turner, Jr., Solicitor for the Complainants, did, at the office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Thursday, the 16th day of July, 1964, at 10:30 o'clock A.M., after swearing the witnesses, Charles E. Anthony, Jr. and Linwood C. Yates, and the stenographer, Betty M. Comegys, proceed to take the depositions and do further certify that Robert R. Price, Jr., guardian ad litem for the Defendants, Janet Lee Yates and James W. Yates, and Robert T. Yates and Irene Yates, his wife, were notified and did waive their appearance at the taking of said depositions.

VACHEL A. DOWNES JR
Vachel A. Downes, Jr., Examiner

Filed July 20, 1964

The first witness, called on behalf of the Plaintiffs, does depose and say:

Questions by Mr. Turner:

Q: State your name and address.

A: Charles E. Anthony, Jr., Centreville, Maryland.

Q: What is your occupation?

A: I am a real estate broker.

Q: How many years have you been in the real estate business?

A: Nine years.

Q: Are you familiar with the residential values of properties in the Centreville, Maryland, area?

A: Yes, I am.

Q: Have you had occasion to visit or have you gone through this property of Mrs. Shaw's?

A: Yes. I have gone through it.

Q: Would you please describe this property?

A: The property consists of a frame, two and one-half story, double home located at 310 South Commerce Street in Centreville, There are four bedrooms and two baths on the second floor on the sid Mrs. Shaw lived in and there are three bedrooms and a bath on the second floor rented to Mr. and Mrs. Jump. Downstairs, on each side, there are three rooms. The size of the lot is fifty feet of frontage by 147 feet of depth.

Q: What is the general condition of this property, Mr. Anthony?

A: The property is in fairly sound condition; however, it is not a modern home, has small rooms, is somewhat cut up and lacks modern plumbing and bathroom fixtures and does not have central heat. In general the appearance of the house is fair because it is in need of paint and minor repairs. There is also a section on the side where Mts. Shaw lived that appears to have settled and may be resting on the ground.

Q: Mr. Anthony, what is your opinion as to the fair market value of this house?

A: In my opinion, the fair market value would be $7,000.00.

Q: Would it be possible to divide this property among the ten heirs of Mrs. Shaw?

A: It would be impossible to divide this property among the ten heirs.

Q: Would it be more advantageous and to the interest of the heirs to sell the property and divide the proceeds?

A: It would be more advantageous to sell the property and divide the proceeds among the heirs.

The second witness, Linwood C. Yates, on his behalf, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: Linwood C. Yates; 38; Centreville, Maryland; real estate broker.

Q: Is there any other prior litigation pending between the parties to this cause?

A: No.

Questions by Mr. Turner:

Q: State your name, address and occupation.

A: Linwood C. Yates; Centreville, Maryland; real estate broker

Q: Did you dnow the late Mabel Shaw?

A: I did.

Q: Was Mrs. Shaw related to you?

A: She was my aunt.

Q: When did Mrs. Shaw die?

A: December 22, 1963.

Q: Did Mrs. Shaw leave a will?

A: No.

Q: Did she leave a husband or children?

A: No.

Q: Did Mrs. Shaw leave surviving her a mother or father?

A: No.

Q: Did she leave brothers or sisters surviving her?

A: No.

Q: Did she leave neices or nephews surviving her?

A: She did.

Q: Please give the name or names of brothers and sisters who predeceased her?

A: J. Grant Yates, Sr.; William Bedford Yates; and Edna Yates Marsh.

Q: Please give thenames, marital status, addressed and whether or not they are adults or minors of the children of William Bedford Yates.

A: Robert T. Yates, married to Irene J. Yates, they live in Centreville and are both adults; William B. Yates, Jr., married to Evelyn B. Yates, both adults living in Centreville; Luther B. Yates, married to Edna Yates, living in Baltimore and both are adults; Elizabeth Yates Carlin, divorced, living in Connecticut and she is an adult; James W. Yates, minor, single, residing in Centreville; and Janet Lee Yates, minor, single, residing in Centreville.

Q: Please give the names, marital status, addresses and whether or not they are adults or minors of the children of J. Grant Yates, Sr.

A: J. Grant Yates, Jr., married to Jean M. Yates, adults, residing in Centreville, and Linwood C. Yates, divorced, adult, rewiding in Centreville.

Q: Please give the names, marital status, addresses and whether or not they are adults or minors of the children of Edna Yates Marsh.

A: Margaret G. White, married to Walter White, both adults, residing in Stevensville; and a son, Archibald Mulliken, who predeceased Mabel Y. Shaw, and left a daughter, Patricia Mulliken Walton, adult and Married to Edward Walton and residing in Baltimore.

Q: Did Mrs. Shaw die seized and possessed of real estate?

A: Yes. She did.

Q: Where is this real estate located?

A: It is located at 310 on the west side of South Commerce Street, Centreville, Maryland.

Q: Please describe this property.

A: The property consists of a two-story duplex apartment house of frame construction. The exterior is covered by asbestos shingles and a metal roof. The interior consists, in the apartment resided in by Mabel Shaw, of three rooms and two porches on the first floor, four rooms and two bathrooms on the second floor. The apartment resided in by Mr. and Mrs. Paul Jump consists of three rooms on the first floor and, as I recall, three rooms and a bath on the second floor. The property does not have central heat. It appears to be in sound condition with antizuated fixtures in kitchens and bathrooms and in need of interior decorating.

Q: What do you estimate the value of this property to be?

A: Approximately $7,000.00.

Q: Do you think this property could be divided among the ten heirs of Mabel Y. Shaw?

A: No.

Q: Please give your reasons for this answer.

A: It would be impractical with ten heirs to collect rents, oversee repaird, secure tenants and divide proceeds due to the fact also the interest of minors involved and the fact that several of the heirs live out of the vicinity of Centreville, making it difficult to contact them on any problems that might arise.

Q: I hand you a deed from B. Hackett Turner, Jr., single man, to Mabel Y. Shaw and J. Mason Shaw, her husband, dated September 25, 1946, and recorded in land liber for Queen Anne's County A.S.G.Jr. No. 15, folio 116. Would you please state what this deed conveys?

A: The deed conveys the propetty which is the subject of this suit and which Mabel Shaw died seized and possessed from B. Hackett Turner, Jr. to J. Mason Shaw and Mabel Y. Shaw.

Let it appear that this deed is offered as an exhibit to be marked "Examiner's Exhibit No. 1."

Q: I hand you a petition for letters of administration on the estate of Mabel Y. Shaw, which petition was filed in the Orphans' Court of Queen Anne's County on or around January 13, 1964, which petition show, among other things, the heirs at law of Mabel Y. Shaw and their addresses.

A: This is the petition for letters showing facts as related therein.

Let it appear that this petition is offered in evidence in this case to be marked as "Examiner's Exhibit No. 2."

There being no further witnesses to be examined, the Examiner herewitn makes his return of the depositions of the respective witnesses and the costs chargeable as follows:

Vachel A. Downes, Jr. ---------- $10.00
Examiner

Betty M. Comegys ---------- 10.00
Stenographer

And I do further certify that said depositions were commenced at 10:30 A.M. and were completed at 10:45 A.M., or a period of fifteen minutes.

VACHEL A. DOWNES, JR.
Examiner

Filed July 20, 1964

DECREE
Filed July 21, 1964

J. GRANT YATES, JR., et al COMPLAINANTS	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
ROBERT T. YATES, et al DEFENDANTS	:	IN EQUITY
		NO.

: : : : : :

DECREE

This cause standing ready for hearing and being submitted without argument, the Bill of Complaint and other proceedings having been read and considered.

IT IS THEREUPON, this 21st day of July, 1964, 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, it appearing that the same cannot be divided without loss or injury to the parties interested therein, and that B. HACKETT TURNER, JR. Esq. of Queen Anne's County, State of Maryland, be, and he is hereby appointed Trustee to make said sale.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that before proceeding to make sale hereunder, said Trustee shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by himself, with surety or sureties thereon to be approved by the Court, or the Clerk thereof, in the penalty of SEVEN THOUSAND, Dollars ($7,000.00), if corporate surety is given and in double that amount if personal surety is given, conditioned on the faithful performance of the trust imposed in him by this Decree or which may be reposed in him by any future decree or order in the premises.

The Trustee shall further advertise the time, place, manner and terms of sale in some newspaper printed and published in Queen Anne's County for at least three (3) weeks prior to the day of sale in accordance with the Maryland Rules,said terms to provide for the payment of the entire purchase price in cash on day of sale, or ten percent of the purchase price in cash and the balance in cash upon final ratification of said sale by tis Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction. After complying with the prerequisites of this Decree, said Trustee may 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, and they shall thereafter report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

Upon final ratification of the sale and upon full payment of the purchase money, and not before, said Trustee 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, free, clear and discharged of all claims of

the parties to this cause or those claiming by, through or under them or any of them.

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

THOS J KEATING JR.
JUDGE

Filed July 21, 1964

CERTIFIED COPY OF BOND
Filed July 24, 1964

RECEIVED FOR RECORD July 24, 1964

LIBER 1 PAGE 66

KNOW ALL MEN BY THESE PRESENTS:

That I, B. Hackett Turner, of Centreville, Queen Anne's County, Maryland, Trustee, as Principal and the United States Fidelity and Guaranty Company, a body corporate, 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 SEVEN THOUSAND DOLLARS ($7,000.00), current money of the United States, to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we hereby bind ourselves, our and each of our heirs, administrators, executors, 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 July 1964.

WHEREAS, the said B. Hackett Turner, Trustee, under and by virtue of a decree for sale passed by the Circuit Court for Queen Anne's County, Maryland, in Equity, the 21st day of July, 1964, in a cause entitled J. Grant Yates, Jr., et al vs. Robert T. Yates, et al, in Chancery No. 4627 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, B. Hackett Turner, 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:

VIRGINIA S. WHITE

B. HACKETT TURNER (SEAL)
B. HAckett Turner

ATTEST:

U.S. Fidelity and Guaranty Company

VIRGINIA S. WHITE

BY B. HACKETT TURNER (SEAL)
B. Hackett Turner
Attorney-in-fact

Corporate Seal

Security approved and Bond filed July 24, 1964.

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 66, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 24th day of July, in the year nineteen hundred and sixty-four.

Circuit Court Seal

CHARLES W. CECIL
Clerk

PETITION
Filed Dec. 10, 1964

J. GRANT YATES, JR., et al COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	
ROBERT T. YATES, et al DEFENDANTS	:	IN EQUITY
	:	CHANCERY NO. 4627

; ; : : : : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of B. Hackett Turner, Jr., Trustee appointed by Decree of this Court passed in the above-entitled cause on the 21st day of July 1964, to make sale of certain real estate therein mentilned, respectfully shows:

1. That after furnishing bond with security conditioned on the faithful performance and execution of the trust reposed in him in the penalty of Seven Thousand Dollars ($7,000.00) which was approved by the Clerk of this Court, and after having given notice by advertisemrnt of the time, place and terms of sale in a newspaper published in Queen Anne's County, at least once, for three successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last such publication being not more than one (1) week prior to sale, as will more fully appear by a Certification of Publication thereof, being filed with this Petition as a part hereof.

2. That there were no interested bidders present at the sale for which reason the property was not offered at that time, it being stated by your Petitioner that the property would be sold privately. May people who had expressed an interest in the property were not present at the sale.

3. That your Petitioner then wrote letters to adult heirs of Mabel Y. Shaw stating the reasons the property was not sold at the public sale and offering to sell the property to them and asking that they submit their bids if they were interested in purchasing the property; similar letters were sent to all persons who had shown an interest in the property; two bids were received by your Petitioner in response to the letters, one in the amount of Four Thousand Dollars ($4,000.00) from J. Grant Yates, Jr., and the other in the amount of Six Thousand Dollars ($6,000.00) from Jesse Webb, but Mr. Webb was unable to obtain financing to purchase the property.

4. That various others have evidenced an interest in the property, but your Petitioner has been unable to find a purchaser ready and willing to pay Seven Thousand Dollars ($7,000.00), or even Six Thousand Dollars ($6,000.00).

5. That recently Eddie Donald Binebrink and Glorieta A. Binebrink, his wife, have expressed an interest in this property for Five Thousand Five Hundred Dollars ($5,500.00) and can obtain financing.

6. That your Petitioner is of the opinion that the Five Thousand Five Hundred Dollar ($5,500.00) bid is reasonable and fair in view of the condition of the property and that it would be putting the estate to unjustified expense to readvertise the property for a public sale and that the best interests of the parties involved would be served by the private sale of this property for Five Thousand Five Hundred Dollars ($5,500.00) to Eddie Donald Binebrink and Glorieta A. Binebrink, his wife, whose contract to purchase, subject to the Order of this Honorable Court, is submitted herewith as a part hereof. That Eddie Donald Binebrink and Glorieta A. Binebrink, his wife, have, in accordance with the terms of said Contract of Sale, paid unto your Trustee the sum of Five Hundred and Fifty Dollars ($550.00) on account of the purchase price.

Respectfully submitted,

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

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

I HEREBY CERTIFY, that on this 10th day of Dec., 1964, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared B. Hackett Turner, Jr., 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 Petition are true and that said sale was fairly made.

CHARLES W. CECIL
Clerk of Court

Filed Dec. 10, 1964

AGREEMENT
Filed Dec. 10, 1964

THIS AGREEMENT, Made this 20th day of November nineteen hundred and sixty-four, between B. HACKETT TURNER, JR., TRUSTEE under Chancery No. 4627, party of the first part and EDDIE DONALD BINEBRINK and GLORIETA A. BINEBRINK, his wife, parties of the second part

WITNESSETH, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former the following described property, situate and lying in the Third Election District of Queen Anne's County, Maryland, lying on the westerly side of Commerce Street and opposite Kidwell Avenue, and more particularly described in the deed from B. Hackett Turner, Jr. to Mabel Y. Shaw and J. Mason Shaw, said deed bearing date September 25, 1946 and recorded in land liber, Queen Anne's County, ASG. Jr. No. 15, folio 160, etc. Subject to rights of Paul Jump, tenant, from month to month in the South end of the dwelling.

At and for the price of FIVE THOUSAND FIVE HUNDRED - - - - - - Dollars of which FIVE HUNDRED AND FIFTY ($550.00) - - - - - Dollars have been paid prior to the signing hereof and the balance is to paid as follows:

Balanee, without interest, to be paid upon ratification of sale and passage of deed. In the event of non ratification of sale, or failure of title, the initial deposit shall be returned to Vendees.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee; stoves and water heater on rented half of premises do not pass to Vendees under this contract, oil tanks, TV antenna and hot water heater in Shaw half pass under this contract.

Taxes, insurance and water rent to be apportioned to date of settlement and passage of the aforesaid deed.

Time is the essence of this contract

WITNESS our hands and seals

TEST:

VIRGINIA S. WHITE

MARCY F. COLLIER

B. HACKETT TURNER, JR. (SEAL)
B. Hackett Turner, Jr., Trustee

EDDIE DONALD BINEBRINK (SEAL)
Eddie Donald Binebrink

GLORIETA A. BINEBRINK (SEAL)
Glorieta A. Binebrink

Filed Dec. 10, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Dec. 11, 1964

TRUSTEE'S SALE
OF
RESIDENCE PROPERTY
IN THE TOWN OF CENTREVILLE, MARYLAND

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 21st day of July, 1964, in Chancery Cause No. 4627, the undersigned Trustee will sell at public auction, on the PREMISES hereinafter described on

TUESDAY, THE 25 OF AUGUST'64

at 1:30 o'clock p.m., D.S.T.

ALL that lot, parcel or piece of land situate in the town of Centreville, Queen Anne's County, State of Maryland, lying on the Westerly side of Commerce Street and opposite Kidwell Avenue, and which may be described, as follows, to wit: BEGINNING at a marble block planted on the inner edge of the gutter on Commerce Street on the division line between the property hereby granted and the property conveyed to Edwin Knox by deed dated June 27, 1900, and recorded in LiberW.H.C. No. 10, folio 530, a land record book for Queen Anne's County, by Katherine Busteed Street and her husband; and running thence with said division line in a westerly direction, 147 feet to a marble block planted on said line at its intersection with the property of John H. C. Legg; thence with said property in a southerly direction 53½ feet to the property of, or formerly of J. Fletcher Rolph; thence with said property in an Easterly direction, 143 feet, to a marble block planted in the inner edge of the gutter on Commerce Street; thence with said street in a Northerly direction to the said place of beginning: TOGETHER with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging, or in anywise appertaining, including a right of way, ten (10) feet wide of ingress and egress over and through the rear end of the lot conveyed to Edwin Knox by Katherine Busteed Street and husband, from and to the right of way leading from the rear of the property conveyed by the said Katherine Busteed and William J. Price to J.H.C. Legg to Commerce Street and by said right of way and to said Commerce Street.

BEING the same land and premises which was granted and conveyed unto Mabel Y. Shaw (the decedent) by William R. Horney, Exdcutor of the Last Will and Testament of Elva Perry, by deed of conveyance bearing date October 31, 1929, and recorded on November 1, 1929, in Liber B.H.T. No. 10, folio 260, a land record book for Queen Anne's County, State of Maryland; BEING ALSO the same land and premises subsequently granted and conveyed unto J. Mason Shaw and Mabel Y. Shaw, his wife, as tenants by the entireties (now both deceased), by B. Hackett Turner, single man, (Straw deed) by deed of conveyance bearing date September 25, 1946, and recorded in Liber A.S.G.Jr., No. 15, folio 160, a land record book for Queen Anne's County aforesaid.

IMPROVEMENTS: Frame two and one-half story two family dwelling house, in good condition, nice back and front yards.

TERMS OF SALE: One tenth (1/10) 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 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 trustee.

All taxes and insurance to be adjusted to date of settlement and all transfer expenses, including documentary and recordation stamps shall be borne by purchaser.

B. HACKETT TURNER, Trustee

Lloyd Andrew, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 11, 1964

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the TRUSTEE'S SALE in the CASE # 4627 CHANCERY 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 25 day of AUGUST 25, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of JULY , 1964, and the last insertion on the 20 day of AUGUST, 1964.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DOROTHY MONROE

Filed Dec. 11, 1964

ORDER OF COURT
Filed Dec. 11, 1964

J. GRANT YATES, JR., et al COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
ROBERT T. YATES, et al DEFENDANTS	:	CHANCERY NO. 4627

: : : : : : :

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, IT IS ORDERED this 11th day of December, 1964, by the Circuit Court for Queen Anne's County in Equity, that B. Hackett Turner, Jr., Trustee in Chancery No. 4627, be and he is hereby authorized to make private sale of the real estate of Mabel Y. Shaw, deceased, as set forth in the Contract of Sale submitted with the Petition herein mentioned, and that the said sale to Eddie Donald Binebrink and Glorieta A. Binebrink, his wife, for the price of $5,500.00 be ratified unless cause to the contrary be shown on or before the 18th day of January 1965; and IT IS FURTHER ORDERED that a copy of this Order be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of three successive weeks, before the 2nd day of January 1965.

J DEWEESE CARTER
JUDGE

Filed Dec. 11, 1964

AFFIDAVIT BY PURCHASERS
Filed Dec. 16, 1964

J. GRANT YATES, JR., et al COMPLAINANTS	:	In the Circuit Court
	:	for
vs.	:	Queen Anne's County
ROBERT Y. YATES, et al DEFENDANTS	:	In Equity No. 4627

: : : : : : :

AFFIDAVIT BY PURCHASERS

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

I HEREBY CERTIFY that on this 15th day of December 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDDIE DONALD BINEBRINK and GLORIETA A. BINEBRINK, his wife, and made oath in due form of law as follows:

That they were not acting as Agent for anyone in purchasing the real estate sold in this cause;

That no other persons are interested in said sale as Principals;

That they have not directly or indirectly discouraged anyone from bidding for the said property.

As Witness my hand and Notarial Seal.

Notary
Public
Seal

MARCY FOSTER COLLIER
Notary Public
My commission expires May 3, 1965.

Filed Dec. 16, 1964

CERTIFICATE OF PUBLICATION OF
ORDER OF COURT
Filed Jan 19, 1965

J. Grant Yates, Jr., et al
Complainants
vs.
Robert T. Yates, et al
Defendants

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

Chancery No. 4627

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, IT IS ORDERED this 11th day of December, 1964, by the Circuit Court for Queen Anne's County in Equity, that B. Hackett Turner, Jr., Trustee in Chancery No. 4627, be and he is hereby authorized to make private sale of the real estate of Mabel Y. Shaw, deceased, as set forth in the Contract of Sale submitted with the Petition herein mentioned, and that the said sale to Eddie Donald Binebrink and Glorieta A. Binebrink, his wife, for the price of $5,500.00, be ratified unless cause to the contrary be shown on or before the 18th day of January, 1965; and IT IS FURTHER ORDERED that a copy of this Order be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of three successive weeks, before the 2nd day of January, 1965.

J. DEWEESE CARTER, Judge

Filed: Dec. 11, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., JAN 18, 1965

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER OF COURT CHANCERY #4627 in thecase YATES VS YATES 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 vefore the 18 day of JANUARY, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17 day of DEC 1964, and the last insertion on the 31 day of DEC , 1964

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By MARY L. WALTERS

Filed Jan. 19, 1965

FINAL RATIFICATION OF SALE
Filed Jam. 19, 1965

J. GRANT YATES, JR., et al	:	In the Circuit Court
vs.	:	for Queen Anne's County In Equity
ROBERT T. YATES, et al	:	Chancery No. 4627
	;	

: : : : : : : : : :

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 19th day of January, 1965, that the sale of the real estate made and reported in this cause by B. Hackett Turner, Jr., Trustee, 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 Order of Court; and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers thereof to the auditor.

J DEWEESE CARTER
JUDGE

Filed Jan. 19, 1965

REPORT OF AUDITOR
Filed Jan. 29, 1965

J. GRANT YATES, JR., et al. IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

ROBERT T. YATES, et al. IN EQUITY No. 4627

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 B. Hackett Turner, Jr., Trustee under Order of this Court of July 21, 1964, to make the sale of real estate sold in these proceedings.

2. That in the within account, said Trustee is charged with the total proceeds of said sale as therein set forth and allowed thereafter his commissions for making said sale, the court costs, the premium on the corporate bond filed in this cause, the several advertising costs, the several miscellaneous charges and the fee of your Auditor for stating this account, and the balance was thereafter directed to be distributed to the several distributees according to their respective interests as set forth in said account.

Respectfully submitted,

J THOMAS CLARK
Auditor

January 29, 1965

Filed Jan. 29, 1965

Cause No. 4627

The proceeds of the sale of real estate reported in this cause, in account with B. HAckett Turner, Jr., Trustee appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendor of said land)

Cr.

1965 Jan. 19	By proceeds of the sale of land, per report of sale of said vendor, to wit:	$5,500.00
	By monies for seller's unused portion of State and County taxes paid in advance	39.52
	By monies for seller's unused portion of Town of Centreville taxes paid in advance	10.08
	By refund for unused portion of fire insurance cancelled	6.00
	By total proceeds to be accounted for	$5,555.60

Dr.

To B. Hackett Turner, Jr., Trustee (and vendor), his commissions for making said sale, per order of court, to wit:	$425.00	
To do., for an amount due the Clerk of the Circuit Court for Queen Anne's County for court costs, per statement exhibited, to wit: 1-Costs of Chas. W. Cecil, Clerk 2-Costs of Sheriff of Queen Anne's County 3-Appearance of B. Hackett Turner, Atty. 4-Costs of Vachel A. Downes, Jr., Examiner 5-Costs of Betty M. Comegys, Steno- 6-Costs of Robert R. Price, Jr., Guardian Ad Litem 7-Costs of Register of Wills of Queen Anne's County	$70.55 12.00 10.00 10.00 10.00 4.50 2.50	119.55
To do., for an amount paid Charles W. Cecil, Clerk, as a partial payment on court costs in this cause, per receipt exhibited, to wit:		15.00
To do., for an amount due Turner and Turner, Agents, for the premium on the Trustee's corporate bond filed in this cause, per statement exhibited, to wit:		28.00
To do., for an amount paid Queen Anne's Record-Observer, per receipts exhibited, as follows, to wit: 1-Costs for publishing Notice of Sale	$106.25	

2-Costs for publishing Order Nisi of Sale	19.00	$125.25	
To do., for vendor's share of 1965 sewer and water charges of the Town of Centreville, per settlement sheet, exhibited, to wit:		4.17	
To do., for unused portion of rent money per settlement sheet exhibited, to wit:		7.00	
To J. Thomas Clark, Auditor, for stating this account, the sum of		60.00	
To B. Hackett Turner, Jr., Trustee, for distribution to the several distributees or owners		4,771.63	
		$5,555.60	$5,555.60

J THOMAS CLARK
Auditor

January 29, 1965

Cr.

By balance carried forward for distribution to the several disbributees or owners, to wit: $4,771.63

Dr.

To Margaret G. White, daughter of Edna Yates Marsh, deceased sister, a 1/6 share of the same, or the sum of ----$795.27

To Patricia Mullikin Walton, daughter of Robert A. Mullikin, deceased nephew, a 1/6 share of the same, or the sum of -- 795.27

To J. Grant Yates, Jr., son of J. Grant Yates, deceased brother, a 1/6 share of the same, or the sum of 795.27

To Linwood C. Yates, son of J. Grant Yates, deceased brother, a 1/6 share of the same, or the sum of 795.27

To William B. Yates, Jr., son of William Bedford Yates, deceased brother, a 1/18 share of the same, or the sum of --- 265.09

To Robert T. Yates, son of William Bedford Yates, deceased brother, a 1/18 share of the same, or the sum of 265.09

To Elizabeth Yates Carlin, daughter of William Bedford Yates, deceased brother, a 1/18 share of the same, or the sum of 265.09

To Luther B. Yates, Jr., son of William Bedfore Yates, deceased brother, a 1/18 share of the same, or the sum of 265.09

To Janet Lea Yates, daughte_ of William Bedford Yates, deceased brother, minor, or her legal guardian, a 1/18 share of the same, or the sum of 265.09

To James W. Yates, son of William Bedford Yates, deceased brother, minor, or his legal guardian, 1 1/18 share of the same, or the sum of 265.10

$4,771.63 $4,771.63

J THOMAS CLARK
Auditor

January 29, 1965

Filed Jan. 29, 1965

NISI RATIFICATION OF AUDIT
Filed Jan. 29, 1965

NISI RATIFICATION OF AUDIT

J. Grant Yates, Jr., et al.) In the Circuit Court

VS. for Queen Anne's County

Robert T. Yates, et al.) In Equity
)
) Cause No. 4627

ORDERED, this 29th. day of January, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th. day of February, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Jan. 29, 1965

CERTIFICATE OF NOTICES MAILED
Filed Feb. 1, 1965

J. GRANT YATES, JR., et al. IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

ROBERT T. YATES, et al. IN EQUITY No. 4627

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Auditor hereby certifies that on February 1, 1965, the audit having been filed in this Court on January 29, 1965, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

J. Grant Yates, Jr. and
Jeanne M. Yates, his wife
Centreville, Maryland

Linwood C. Yates
Centreville, Maryland

Margaret G. White and
T. Walter White, Jr., her husband
Stevensville, Maryland

Patricia Mullikin Walton and
Edward Walton, her husband
221 Brandon Road
Baltimore 12, Maryland

William B. Yates, Jr. and
Evelyn Yates, his wife,
Centreville, Maryland

Luther B. Yates and
Edna Yates, his wife,
3637 Greenmount Avenue
Baltimore, Maryland

Elizabeth Yates Carlin
39 Valley Wood Road
Cos Cob, Connecticut

Robert T. Yates and
Irene J. Yates, his wife
Centreville, Maryland

Janet Lea Yates
Centreville, Maryland

James W. Yates
Centreville, Maryland

B. Hackett Turner, Jr., Trustee
Lawyers Row
Centreville, Maryland

PURSUANT to Rule 595, Section G. Maryland Rules of Procedure, I did notify each of them that said account was filed on January 29, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than February 15, 1965, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on or after February 16, 1965.

J THOMAS CLARK
Auditor

Filed Feb. 1, 1965

FINAL RATIFICATION OF AUDIT
Filed Feb. 17, 1965

J. Grant Yates Jr. et al) In the Circuit Court for Queen
) Anne's County in Equity
vs.)
) Chy. No. 4627
Robert T. Yates et al.)

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th. day of February, 1965, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and B. Hackett Turner, Trustee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this First day of April in the year nineteen hundred and sixty-five, the following BILL OF COMPLAINT was filed for record, to wit:-

OPHELIA BLACKISTON, widow, Hurlock, Maryland, Plaintiff,	*	In the Circuit Court for
		Queen Anne's County
vs.	*	
		In Equity
The unknown Heirs and Devisees of Samuel Tilden, also known as Samuel Tilghman, Deceased,	*	
and	*	Cause No. 4620
The Unknown Heirs and Devisees of Thomas Tilden, also known as Thomas Tilghman, Deceased	*	

BILL OF COMPLAINT

Your Orator, complaining, says:

1. That she is presently the sole owner of three parcels of real estate situate in the Fifth Election District of Queen Anne's County, in the State of Maryland, described as follows:

(A) ALL That lot or parcel of land lying on the northwest side of Maryland Route No. 18, leading from Queenstown to Grasonville, described by metes and bounds, courses and distances according to a certificate of survey made by Shew and Bartlett, dated May 27, 1963, as follows:

BEGINNING at an iron pipe in the Northwest line of Maryland Route No. 18, and being the Southeast corner of land of the Board of Education of Queen Anne's County, State of Maryland; thence by and with said land North forty four degrees and fifty eight minutes West (N 44-58 W) four hundred four and twelve one-hundredths (404.12) feet to a large stone and being the Southwest corner of land of Alexina S. Wilson, widow, thence by and with the land of the said Alexina S. Wilson South eighty degrees and twenty three minutes East (S 80-23 E), three hundred thirty six and two one-hundredths (336.02) feet to an iron pipe; thence by the same North seventy three degrees and fifty six minutes East (N 73-56 E), sixty six and four-tenths (66.4) feet to an iron pipe in theSouth line of land of Paul L. Washington; thence by and with the South line of land of the said Paul L. Washington South forty-two degrees and fifty three minutes East (S 42-53 E), one hundred (100.0) feet to an iron pipe in the Northwest line of Maryland Route No. 18, leading from Queenstown to Grasonville; thence by and with the Northwest line of said Maryland Route No. 18 South forty five degrees and twenty six minutes West (S 45-26 W), two hundred forty nine and twenty three one-hundredths (249.23) feet to an iron pipe, the place of beginning CONTAINING one and three hundred forty eight one-thousandths (1.348) acres.

(B) ALL that lot or parcel of land lying on the east side of Saw Mill Road described by said certificate of survey as follows:

BEGINNING at an iron pipe in the Eastern line of Saw Mill Road leading from Robinson Church to Maryland Route No. 18 and being the Southwest corner of land of James Sherwood Wilson, Sr.; thence running by and with the South line of said Wilson land North seventy two degrees and forty-two minutes East (N 72-42 E), three hundred eighty six and eighty seven one-hundredths (386.87) feet to an iron pipe in the West line of land of the Wye River Farms, Incorporated; thence by and with said land South twenty three degrees and two minutes East (S 23-02 E), one hundred seventy and four-tenths (170.4) feet to an iron pipe and being the North-east corner of land of William Carroll; thence by and with the North line of land of the said William Carroll South sixty nine degrees and one minute West (S 69-01 W), three hundred ninety six and fifty nine one-hundredths (396.59) feet to an iron pipe in the East line of Saw Mill Road; thence by and with the East line of said road North nineteen degrees and forty one minutes West (N 19-41 W), one hundred ninety five and twenty one one-hundredths (195.21) feet to an iron pipe, the place of beginning CONTAINING one and six hundred forty one one-thousandths (1.641) acres.

(C) ALL that lot or parcel of land lying on the east side of, but not immediately adjacent to said Saw Mill Road described by said certificate of survey as follows:

BEGINNING at a stone in the South line of land of William Little, Jr., said stone being South eighty five degrees and twenty five minutes East (S 85-25 E) of, and two hundred eighty (280.0) feet from the centerline of Saw Mill Road leading from Robinson Church to Maryland Route No. 18; thence running by and with the South line of land of the said William Little, Jr., South eighty five degrees and twenty five minutes East (S 85-25 E), three hundred one and forty nine one-hundredths (301.49) feet to an iron pipe and being the Northwest corner of land of Charles and William Wilson; thence by and with the West line of land of the said Charles and William Wilson South four degrees and fourteen minutes West (S 04-14 W), two hundred one and fifty five one-hundredths (201.55) feet to a stone and being the Northeast corner of land of Robert J. Conyer; thence by and with land of the said Robert J. Conyer North eighty five degrees and six minutes West (N 85-06 W), three hundred three and six-tenths (303.6) feet to a stone; thence by the same North four degrees and fifty minutes East (N 04-50 E), one hundred ninety nine and eighty five one-hundredths (199.85) feet to a stone, the place of beginning CONTAINING one and three hundred ninety four one-thousandths (1.394) acres.

2. That she is in constructive possession of all three parcels; parcel "(A)" being cleared land improved by a bundalow now vacant, parcel "(B)" being cleared, unimproved land, and parcel "(C)" being unimproved woodland.

3. That parcels "(A)" and "(B)" were owned, occupied and possessed in his lifetime by Samuel Tilden, also known as Samuel Tilghman, there being no known deeds to him, nor record of how he obtained title and possession.

4. That Parcel "(C)" was acquired by the said Samuel Tilden by deed from John B. Brown, Trustee, dated April 1, 1887, and recorded among the land records of Queen Anne's County in Liber S.C.D. No. 10, folio 31.

5. That the said Samuel Tilden died about the year 1900 a resident of Queen Anne's County, Maryland, intestate, leaving surviving him as his only heirs a son, Thomas Tilden, and daughter, Georgianna Blackston. There has been no administration on the estate of Samuel Tilden.

6. That said Thomas Tilden thereafter died intestate, leaving surviving him as his only known heir the said Georgianna Blackston. There has been no known administration on his estate.

7. That the said Georgianna Blackston resided on Parcel "(B)" for many years and thereafter on Parcel "(A)" for a few years prior to and until her death.

8. That the said Georgianna Blackston died intestate, a resident of Queen Anne's County, Maryland, about the year 1944, leaving as her only known heir-at-law her son, Edgar Blackston. There has been no administration upon her estate.

9. That the said Edgar Blackston died on or about August 13, 1956, without issue, survived only by your Orator, his widow, as his only heir-at-law, Parcels "(A)" and "(B)" constitute his Real Estate Inventory, recorded in Liber E.E.C. No. 1, folio 226, a Real Estate Inventory Record Book of Queen Anne's County, Parcel "(C)" having been omitted from said Real Estate Inventory in error, the Estate of Edgar Blackston having been administered by the Orphans' Court of Queen Anne's County, being Estate No. 3254, under which proceedings Parcels "(A)" and "(B)" were transferred upon the Tax Assessment Books of Queen Anne's County from Edgar Blackston unto your Orator, said transfer being recorded in Liber E.E.C., No. 1, folio 275, a Real Estate Inventory Record Book of Queen Anne's County.

WHEREFORE, your Orator prays that Parcels "(A)", "(B)" and "(C)", the three parcels of real estate surveyed as aforesaid, be declared to be her property free and clear of the claims of the unknown heirs, and devisees, of Samuel Tilden, also known as Samuel Tilghman, deceased, and of the heirs and devisees of Thomas Tilden also known as Thomas Tilghman, deceased; and that she may have such other and further relief as her case may require.

AND as in duty bound, etc.,

WOOD AND BRYAN

By HOWARD WOOD
Attorneys for Plaintiff
119 Lawyers Row
Centreville, Maryland
Telephone: 758-1643

Filed April 1, 1964

ORDER OF PUBLICATION
Filed 1, 1964

Cause No. 4620

In The Circuit Court for Queen Anne's County

In Equity

OPHELIA BLACKSTON, Widow, Hurlock, Maryland, Plaintiff

vs.

THE UNKNOWN HEIRS AND DEVISEES OF SAMUEL TILDEN Also known as SAMUEL TILGHMAN, deceased, and THE UNKNOWN HEIRS AND DEVISEES OF THOMAS TILDEN also known as THOMAS TILGHMAN, deceased.

ORDER OF PUBLICATION

The object of these proceedings is to obtain a declaratory decree that the three parcels of real estate hereinafter described are the property of the plaintiff, Ophelia Blackston, free and clear of the claims of the unknown heirs and devisees of Samuel Tilden also known as Samuel Tilghman, deceased, and of the heirs and devisees of Thomas Tilden also known as Thomas Tilghman, deceased, and for such other relief as the plaintiff's case may require.

The Bill of Complaint alleges that plaintiff is the sole owner of three parcels of land in the Fifth Election District of Queen Anne's County, Maryland, surveyed by Shew & Bartlett on May 27, 1963; namely, (1) a parcel on the northwest side of Maryland Route No. 18, binding upon and southeast of the land of the Board of Education being improved by a bungalow and containing 1.348 acres; (2) parcel on the east side of Saw Mill Road north of the land of William Carroll being cleared unimproved land containing 1.641 acres; and (3) parcel of unimproved woodland on the east side of but not immediately adjacent to Saw Mill Road contain-

ing 1.394 acres; all three parcels being fully described in the Bill of Complaint; that she is in constructive possession of all three parcels; that parcels one and two were owned, occupied and possessed in his lifetime by Samuel Tilden also known as Samuel Tilghman there being no known deeds to him nor record of how he obtained title and possession; that parcel three was acquired by Samuel Tilden by deed from John B. Brown, trustee, dated April 1, 1887 and recorded among the land records of Queen Anne's County in Liber S.C.D. No. 10, folio 31; that Samuel Tilden died about the year 1900 residing in Queen Anne's County, intestate, leaving as heirs Thomas Tilden, a son and Georgeanna Blackston, a daughter; that Thomas Tilden later died intestate leaving said Georgianna Blackston as his heir; that Georgianna Blackston resided on parcel two for many years and thereafter on parcel one for a few years before her death intestate about the year 1944; that she left as her heir a son, Edgar Blackston, who died about August 13, 1956, without issue leaving plaintiff, his widow, as his only heir, parcels one and two having been administered upon but parcel three having been omitted in error from his real estate inventory in estate No. 3254 in the Orphans' Court of Queen Anne's County; and that there has been no administration upon the estates of Samuel Tilden, or Tilghman, Thomas Tilden, or Tilghman, or Georgianna Blackston.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 1st day of April, 1964, that the plaintiff by causing a copy of this Order to be inserted in some newspaper published in QueenAnne's County, State of Maryland, once a week in each of four successive weeks before the 8th day of May, 1964, shall give notice to the defendants 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 8th day of June, 1964 and file their answers or other initial pleadings 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 Plaintiff.

CHARLES W. CECIL
Charles W. Cecil
Clerk of the Circuit Court for
Queen Anne's County, in Equity

Filed April 1, 1964

CERTIFICATE OF ORDER OF
PUBLICATION
Filed June 16, 1964

Cause No. 4620
In The Circuit Court
for Queen Anne's County
In Equity
OPHELIA BLACKSTON, Widow
Hurlock, Maryland
Plaintiff
vs.
THE UNKNOWN HEIRS AND DEVISEES OF SAMUEL TILDEN also known as SAMUEL TILGHMAN, DEceased, and THE UNKNOWN HEIRS AND DEVISEES OF THOMAS TILDEN also known as THOMAS TILGHMAN, deceased.

ORDER OF PUBLICATION

The object of these proceedings is to obtain a declaratory decree that the three parcels of real estate hereinafter described are the property of the plaintiff, Ophelia Blackston, free and clear of the claims of the unknown heirs and devisees of Samuel Tilden also known as Samuel Tilghman, deceased, and of the heirs and devisees of Thomas Tilden also known as Thomas Tilghman, deceased, and or such other relief as the plaintiff's case may require.

The Bill of Complaint alleges that plaintiff is the sole owner of three parcels of land in the Fifth Election District of Queen Anne's County, Maryland, surveyed by Shew & Bartlett on May 27, 1963; namely (1) a parcel on the northwest side of Maryland Route No. 18, binding upon and southeast of the land of the B oard of Education being improved by a bungalow and containing 1.348 acres; (2) parcel on the east side of Saw Mill Road north of the land of William Carroll being cleared unimproved land containing 1.641 acres; and (3) parcel of unimproved woodland on the east side of but not immediately adjacent to Saw Mill Road containing 1.394 acres; all three parcels being fully described in the Bill of Complaint; that she is in constructive possession of all three parcels; that parcels one and two were owned, occupied and possessed in his lifetime by Samuel Tilden also known as Samuel Tilghman there being no known deeds to him nor record of how he obtained title and possession; that parcel three was acquired by Samuel Tilden by deed from John B. Brown, trustee, dated April 1, 1887 and recorded among the land records of QueenAnne's County in Liber S.C.D. No. 10, folio 31; that Samuel Tilden died about the year 1900 residing in Queen Anne's County, intestate, leaving as heirs Thomas Tilden, a son and Georgianna Blackston, a daughter; that Thomas Tilden later died intestate leaving said Georgianna Blackston as his heir; that Georgianna Blackston resided on parcel two for many years and thereafter on parcel one for a few years before her death intestate about the year 1944; that she lefe as her heir a son, Edgar Blackston, who died about August 13, 1956, without issue leaving plaintiff, his widow, as his only heir, parcels one and two having been administered upon but parcel three having been omitted in error from his real estate inventory in estate No. 3254 in the Orphans' Court of Queen Anne's County; and that there has been no administration upon the estates of Samuel Tilden, or Tilghman, Thomas Tilden, or Tilghman, or Georgianna Blackston.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 1st day of April, 1964, 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 8th day of May, 1964, shall give notice to the defendants 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 8th day of June, 1964, and file their answers or other initial pleadings 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 damanded by the Plaintiff.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County, in Equity

Filed April 1, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 16, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication $4620 in the case of Ophelia Blackston 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 8 day of June, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9 day of April, 1964, and the last insertion on the 30 day of April, 1964

THE RECORD-OBSERVER CORPORATION

By MARY L. WALTERS

Filed June 16, 1964

MOTION FOR DECREE PRO CONFESSO
Filed June 16, 1964

OPHELIA BLACKISTON	*	In the Circuit Court for
vs.	*	Queen Anne's County
THE UNKNOWN HEIRS AND DEVISEES OF SAMUEL TILDEN, etc., et al.	*	In Equity
	*	Cause No. 4620

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ophelia Blackston, Plaintiff, by Wood and Bryan, her attorneys, moves your Honors for passage of a decree pro confesso against all of the Defendants, for that:

1. A copy of the Order of Publication passed in this cause on the 1st day of April, 1964, has been duly published in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, once a week in each of four successive weeks in strict accord with the requirements of said Order, as appears by the certificate of publication thereof filed in these proceedings.

2. That no defense has been filed by any person in response to the command of said Order of Publication, although the time limited therein for filing of defenses has expired.

AND as in duty bound, etc.,

WOOD AND BRYAN

By HOWARD WOOD
(Howard Wood)
Attorneys for Plaintiff

Filed June 16, 1964

DECREE PRO CONFESSO

Upon the aforegoing motion, the proceedings in this cause having been read and considered, IT IS, this 16th day of June, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint filed in this cause is hereby taken pro confesso as against the several Defendants; but because it does not certainly appear to what relief the Plaintiff is entitled, the Plaintiff is hereby granted leave to take testimony before one of the Standing Examiners of this Court in support of the allegations in her Bill.

THOS J KEATING JR.
Judge

Out of Place

EXAMINERS EXHIBIT No. 7 (Typed in error-should be on page 341)
Filed June 22, 1964

IN THE MATTER OF THE ESTATE OF EDGAR BLACKSTON, DECEASED, * IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY * NO._____

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

TO THE HONORABLE, THE JUDGES OF THE ORPHANS' COURT OF QUEEN ANNE'S COUNTY:

THIS IS TO CERTIFY that under the provisions of Chapter 150 of the Laws of Maryland, (1955), at the request of Ophelia Blackston, Administratrix of Edgar Blackston, deceased, who at the time of his death was assessed for State and County taxes for the hereinafter described real estate; I have transferred said real estate on the Tax Assessment Books of Queen Anne's County to the person or persons indicated below:

Property

PARCEL NO. 1: All that lot or parcel of land located in the Fifth Election District of Queen Anne's County and lying on the East side of Saw Mill Land and bounded on the North by the lands of Horace M. Wilson, on the South by the lands of William Carroll and on the West by the aforesaid Saw Mill Lane, said lot having a frontage on Saw Mill Lane of approximately 100 feet and a depth of approximately 100 feet and a depth of approximately 300 feet.

PARCEL NO. 2: All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County on the North side of the Queenstown-Grasonville Road. Said parcel of land being triangular in shape and formerly being two parcels of land, now reduced and used as one parcel. Said parcel of land is bounded on the South by the aforesaid Queenstown-Grasonville Road, on the Northeast by the lands of James Moses Wilson and the lands of Paul Washington and bounded on the West by the South County School the property of the School Board of Queen Anne's County.

Both of the above properties being the same and all of the land formerly the property of Georgianna Blackston, mother of Edgar Blackston, and which, upon the death of Georgianna Blackston, intestate and without administration, decended to her three children, her only heirs-at-law, the said Edgar Blackston, Kenneth Blackston and Eva Blackston, the said Kenneth and Eva Blackston having both departed this life without issue and without having married, leaving as their only heir-at-law the said Edgar Blackston. All of the aforesaid, Georgianna Blackston, Kenneth B lackston and Eva Blackston, departed this life more than twelve years ago, intestate and without administration on their estates.

Degree of Onwership

In fee simple

Transferee and Address

Ophelia Blackston, Hurlock, Maryland.

Dated: Sept. 17, 1957

FRANCES C. LEGG
Clerk to County Commissioners

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

The aforegoing Certificate was duly examined and has been approved by the Court this 17th day of Sept. 1957, and is ORDERED to be recorded.

RICHARD B. C. DAVIDSON

WILLIAM E. COLEMAN

E TRIPPE CALLAHAN
JUDGES OF THE ORPHANS' COURT OF QUEEN ANNE'S COUNTY

EXAMINERS EXHIBIT NO. 7
Filed June 22, 1964

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 Certificate of TRANSFER OF REAL ESTATE in the estate of EDGAR BLACKSTON, late of Queen Anne's County, deceased, as filed and passed in this office on September 17th, 1957 and recorded in Liber E.E.C. No. [illegible] Folio 275 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 12th day of June 1964.

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

(No Seal)

DEPOSITIONS AND EXHIBITS
Filed June 22, 1964

OPHELIA BLACKSTON	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
THE UNKNOWN HEIRS AND DEVISEES OF SAMUEL TILDEN, etd., et al.	*	IN EQUITY
	*	CAUSE NO. 4620

TO THE HONORABLE, THE JUDGES OF SAID COURT:

One of the solicitors for the Plaintiff, Howard Wood, 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 17th day of June, 1964, in the law office of Wood and Bryan, in the tosn of Centreville Queen Anne's County, Maryland, at the hour of 10 o'clock A.M. there being present Ophelia Blackston, Plaintiff, and Francis Fisher, witness called by the plaintiff and Howard Wood, one of the Solicitors for the Plaintiff, and proceeded to take the following testimony, to wit:

Ophelia G. Blackston, the first witness of lawful age having been duly sworn, deposes and says:

Q. 1. Mrs. Blackston, will you please state your name and address?

A. Ophelia G. Blackston, Hurlock, Maryland.

Q. 2. Mrs. Blackston, are you the owner in possession of three pieces of land near Grawonville, Maryland?

A. Yes, I am.

Q. 3. Have you recently had those pieces of land surveyed?

A. Last year.

Q. 4. I show you a paper on the letterhead of Shew & Bartlett, Surveyors and Engineers entitled "Certificate of Survey", Will you state whether or not this is a certificate of survey of the three parcels of land near Grasonville of which you are the owner in possession?

A. Yes, it is a certificate of survey of those lots.

Q. 5. I now show you a plat called "Parcel No. 1" also by Shew & Bartlett, dated May 27, 1963, It shows a house on it. Will you state whether or not this is a plat of one of your lots?

A. Yes, it is.

Q. 6. I now show you a plat of Shew & Bartlett of the same date called "Parcel No. 2" showing no house on it on Saw Mill Road. Is this a survey of another of your lots?

A. Yes, it is.

Q. 7. I now show you a plat by Shew & Bartlett of the same date called "Parcel No. 3" not binding on any road and not showing any house on it. Is this or not your third lot of land?

A. Yes, it is woodland.

Q. 8. That's woodland, you say?

A. Yes.

(At this point the Certificate of Survey was marked by the examiner, "Examiner's Exhibit No. 1", and the several plats were numbered as follows: Parcel No. 1 - "Examiner's Exhibit No. 2"; Parcel No. 2 - "Examiner's Exhibit No. 3"; and Parcel No. 3 - "Examiner's Exhibit No. 4".)

Q. 9. Mrs. Blackston, I now show you a certified copy of the deed recorded among the land records of Queen Anne's County in Liber S.C.D. No. 10, folio 31, being a deed from John B. Brown, Trustee, to Samuel Tilden, dated March 31, 1887. Will you state whether or not this appears to be a deed for your woodland?

A. Yes.

(At this point, the Certified copy of the Deed from Liber S.C.D. No. 10, folio 31, was marked "Examiner's Exhibit No. 5!.)

Q. 10. Mrs. Blackston, I now show you a certified copy of the Inventory of Real Estate in the Estate of Edgar Blackston in the Orphans' Court of Queen Anne's County. This was the estate of your late husband, was it not?

A. Yes, it was.

Q. 11. Now, this inventory shows two parcels of land. Does it include the woodland or not?

A. No.

(At this point, the Inventory of Real Estate of Edgar Blackston was marked "Examiner's Exhibit No. 6".)

Q. 12. And I now show you a Certificate of Transfer of the real estate of Edgar Blackston showing transfer to Ophelia Blackston, Hurlock, Maryland for tax assessment purposes. Will you state whether or not this included your woodland?

A. No.

(At this point the Certificate of Transfer of real estate was marked "Examiner's Exhibit No. 7".)

Q. 13. Approcimately when did your husband die?

A. When did he die? He died August 13, 1956.

Q. 14. Have you claimed ownership of these three parcels of land ever since then?

A. Yes, I have.

Q. 15. How did your husband, Edgar Blackston, acquire these lands?

A. He was the heir of his mother.

Q. 16. And his mother's name?

A. Georgianna Blackston.

Q. 17. About when did she die?

A. About 1944.

Q. 18. Did you ever hear of Georgianna Blackston leaving a Will?

A. No.

Q. 19. And, did she have any other descendants at the time of her death except for your husband, Edgar?

A. No. he was the only one.

Q. 20. And her husband was not living then, was he?

A. No.

Q. 21. In the case of your husband, Edgar, did you ever hear of him leaving a Will?

A. No.

Q. 22. Did he leave any descendants?

A. No.

Q. 23. So that you, his wife, are the only heir?

A. The only one.

Q. 24. Did he leave any parents living?

A. No.

Q. 25. Did he leave any brothers or sisters living?

A. No.

Q. 26. Did he leave any nieces or nephews living??

A. No.

Q. 27. Or any other descendants of brothers or sisters?

A. No.

Q. 28. Was Georgianna Blackston a resident of Queen Anne's County when she died?

A. Yes.

Q. 29. Where was she living at the time of her death?

A. At Grasonville.

Q. 30. Was she not living on one of these lots that you have now?

A. Yea, living right where the house stands.

Q. 31. That's parcel No. 1 on the survey?

A. Yes.

Q. 32. About how long did she live there before her death?

A. I guess about--wait now, let me see--I guess about ten or fifteen years. She used to live down the Mill Lane and they moved from there on this other piece of land, about ten or fifteen years.

Q. 33. Did your husband live, continue to live there after her death?

A. Yes.

Q. 34. Did you live there with your husband?

A. Yes, I lived there nine years and nine months before he died.

Q. 35. When were you married to him?

A. When was I married? I can't think of the date. The year I was married I can't think of it.

Q. 36. For the last nine years of his life you were married to him. Is that right? Nine years and nine months?

A. Yes. Nine years and nine months.

Q. 37. During this time that your husband survived his mother of about twelve, his last twelve years or so, did he till the land known as Parcel No. 2 on Mill Lane?

A. No.

Q. 38. Did he have anyone else till it for him during this time?

A. No. He didn't.

Q. 39. He had soneone till it for him for two or three years after his mother died?

A. Yes.

A. Yes.

Q. 40. Who was that?

A. That was Jones--George Jones.

Q. 41. After your husband's death did you have soneone till Parcel No. 2?

A. Yes.

Q. 42. When was that?

A. We tilled it for one year after he died.

Q. 43. Was that William Carroll that did that?

A. Yes.

Francis Fisher, the second witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Will you please state your name and address?

A. Francis Fisher, Grasonville, Maryland

Q. 2. And what is your occupation?

A. Own business.

Q. 3. Mr. Fisher, will you state your recollection of the ownership and possession of Parcel No. 2 of the Blackston real estate? I show you the Certificate of Survey and Plat of Parcel No. 2 on Mill Lane on Saw Mill Road, near Grasonville.

A. Well, when I first can remember Mrs. Blackston lived there which is Georgianna Blackston. Well, she lived there from the time I was a boy up until she moved.

Q. 4. What caused her to move if you remember?

A. I don't know whether the house burned down or she moved because the house was too bad to live in.

Q. 5. Approximately, when would you say she moved from Parcel No. 2?

A. It was in the 40's. I just can't remember the year.

Q. 6. And where did she move to?

A. On Parcel No. 1.

Q. 7. Did she remain there until her death?

A. Yes, yes she did.

Q. 8. Do you remember about when she died?

A. Well, that was--I don't know when she died exactly. I remember when she died but I don't know what year.

Q. 9. Now, do you remember or not anybody tilling Parcel No. 2 after she moved from it?

A. I remember that fello Jones and William Carroll tilled it.

Q. 10. And did you ever till it or part of it?

A. I have, for Blackston, part of it. That's when he lived there.

Q. 11. Who asked you to do that?

A. Blackston.

Q. 12. You mean Edgar Blackston?

A. Yes.

Q. 13. Is that when he was still living on Parcel No. 2?

A. Yea.

Q. 14. With his mother, Georgianna?

A. Yes.

Q. 15. Have you ever heard of anyone else claiming to own any of these parcels except Blackstons?

A. No. sir.

Q. 16. Mr. Fisher, do you know what children Georgianna Blackston had?

A. Had a girl by the name of Eva and a boy named Kenneth Fisher and Edgar Blackston.

Q. 17. Now, in the case of Kenneth, do you know when he died?

A. It was sonewhere in the 40's.

Q. 18. Do you know whether he died before or after Georgianna Blackston, his mother?

A. He died before Georgianna Blackston.

Q. 19. Did he leave any descendants or not?

A. No children, no.

Q. 20. How about grandchildren?

A. No.

Q. 21. In the case of Eva, do you know whether she predeceased her mother or not?

A. Yes, she did.

Q. 22. Do you know whether she left any descendants or not?

A. I don' remember any she ever had.

AND the Plaintiff having advised your examiner that she desired to take testimony of another witness or not available on June 17, 1964, the undersigned examiner did adjourn the hearing until June 18, 1964, at 9:30 a.m. at which time the hearing resumed and your examiner took the following testimony.

Wrightson Wilson the third witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Will you please state your name and address?

A. Wrightson Thomas Wilson, Grasonville, Maryland.

Q. 2. And your age, please?

A. 75.

Q. 3. How long have you resided at or near Grasonville?

A. All my life.

Q. 4. Did you know the late Georgianna Blackston?

A. Yes.

Q. 5. Who was her father?

A. Samuel Tilden.

Q. 6. Approximately, how many years ago did Samuel Tilden die?

A. I can't tell you that.

Q. 7. Do you remember about how old you were at the time?

A. Well, I was then only about ten or eleven.

Q. 8. Do you know what heirs Samuel Tilden left surving him?

A. Thomas Tilden and Georgianna Blackston.

Q. 9. What relation was Thomas Tilden to him?

A. Son.

Q. 10. Did Samuel Tilden leave any widow?

A. Not that I know of. I didn't know her.

Q. 11. Did you ever hear of him leaving any Will?

A. Never heard.

Q. 12. Never heard of any Will?

A. No.

Q. 13. Where was Samuel Tilden living at the time of his death?

A. At the home place on the lot in Saw Mill Road.

Q. 14. You mean a lot that Ophelia Blackston now claims to own?

A. That's right.

Q. 15. Is it on the east side of Saw Mill Road?

A. On the east side.

Q. 16. And whose property adjoins it on the south?

A. William Carroll's.

Q. 17. I show you a survey plat of Shew & Bartlett marked Parcel No. 2 also marked "Examiner's Exhibit No. 3 in this case and ash you whether or not that appears to be the lot you have just described?

A. I think so.

Q. 18. As far as you know, did Samuel Tilden own that lot of land just before he died, or not?

A. Yes, as far as I know.

Q. 19. Have you ever heard how he acquired it?

A. No.

Q. 20. What do you know about Thomas Tilden? Is he living or dead?

A. He is dead.

Q. 21. Where was he living when he died?

A. He lived there at the same house--same place.

Q. 22. Approximately, how many years ago would you say he died?

A. I guess it's been fifty years.

Q. 23. You mean he only survived his father by a very few years?

A. He didn't live too much longer after his father.

Q. 24. What heirs, if any, did he leave?

A. I don't know of any.

Q. 25. Was he married?

A. Don't know that either.

Q. 26. You don't know that he was married or not?

A. No.

Q. 27. Did you ever hear of him being married?

A. I never heard of him being married.

Q. 28. Did you ever hear of him having any children or descendants?

A. No.

Q. 29. Did you ever hear of him leaving any Will?

A. No.

Q. 30. Where was Georgianna Blackston living at these times?

A. What do you mean by that?

Q. 31. At the time of the death of her father and of her brother.

A. She was living in the Saw Mill house. Saw Mill Road house.

Q. 32. How long did she continue to live there?

A. It was after the First World War that they left there. I don't remember just what time.

Q. 33. Was it before the Second World War when she left there?

A. Yes.

Q. 34. Where did she move to?

A. She moved up on the Grasonville Road.

Q. 35. And, on which side of the road?

A. On the right hand side towards Grasonville.

Q. 36. What does this particular property adjoin?

A. Adjoining the South County School and--uh--Paul Washington and--uh--Alexina Wilson.

Q. 37. Alexina Wilson in the North or rear?

A. In the North/

Q. 38. I show you a survey map of Shew & Bartlett marked Parcel No. 1 and "Examiner's Exhibit No. 2" and ask if it seems to be a survey of the lot you just described?

A. Yes.

Q. 39. How long did Georgianna Blackston live on this Parcel No. 1 after she moved to it?

A. She lived there till her death.

Q. 40. Could you say approximately when she died?

A. I don't remember.

Q. 41. What heirs did she leave?

A. She left one son.

Q. 42. His name?

A. Edgar Blackston.

Q. 43. And where was he living?

A. With his mother.

Q. 44. He lived with her?

A. Yes.

Q. 45. Had he lived on the Mill Lane Property before she moved from there?

A. That's right.

Q. 46. In other words, he lived with her?

A. That's right.

Q. 47. And after her death, where did he live?

A. He lived on the Grasonville Road.

Q. 48. On Parcel No. 1?

A. Yes.

Q. 49. Did he continue to live there unitl his death?

A. Till his death.

Q. 50. And, when he died what heirs did he leave?

A. Left a wife.

Q. 51. Her name is Ophelia, is it not?

A. Yes.

Q. 52. After Georgianna Blackston moved from Mill Lane, what was done to your knowledge with that lot? Was it tilled or not?

A. Well it was tilled several times.

Q. 53. During her lifetime?

A. Yes, it was tilled once or twice before she died. I think my uncle tilled it.

Q. 54. What was his name?

A. My father had tilled it. That was before her death sonetime.

Q. 55. Did you ever hear of anyone claiming to own it except the Blackstons?

A. No.

Q. 56. Now as to the Parcel No. 1 up on the Grasonville Road. Did you ever hear of anyone claiming to own that except the Blackstons?

A. No.

Q. 57. You don't know the past history of that one the way you do of the lot on Mill Lane?

A. No.

Q. 58. Did you ever hear of Samuel Tilden owning Parcel No. 1?

A. No.

Q. Would you say in your boyhood that someone else lived there or--

A. I never known anyone living there.

Q. 59. Except the Blackstons?

A. Except the Blackstons.

Q. 60. Was there any house on that property when you were a boy?

A. No. There had been a house there but I don't remember-- a pile of bricks you could see where the house had been. I really don't remember anything about it.

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence your Examiner now makes his return and certifies that he was engaged as such Examiner in taking this testimony and examined three witnesses, making the costs chargeable in this Cause as follows, to wit:

B. Hackett Turner, Examiner	$ 10.00
Ophelia Blackston, First Witness (Waived)	.00
Francis Fisher, Second Witness (waived).....	.00
Wrightson Thomas Wilson, Third Witness (waived).....	.00
Anita Boyd, Stenographer, for transcribing testimony	10.00
TOTAL.....	$ 20.00

B. HACKETT TURNER, JR.
B. Hackett Turner, Examiner

CIVIL
MECHANICAL
CONSTRUCTION
SURVEYS
SANITARY
CONSULTING

SHEW AND BARTLETT

ENGINEERS

R.C. SHEW, PRESIDENT
W. D. BARTLETT, SECY-TREAS.

Hacks Point Beach
Earleville, Maryland
Phone Cecilton - Crestwood
5-4891

CERTIFICATE OF SURVEY

We hereby certify that we have surveyed for Ophelia Blackston, three lots or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland; Parcel No. One being on the Borthwest side of Maryland Route No. 18, leading from Queenstown to Grasonville; Parcel No. Two being on the East side of Saw Mill Road leading from Robinson Church to Maryland Route No. 18; Parcel No. Three being on the East side of, but not immediately adjacent to Saw Mill Road leading from Robinson Church to Maryland Route No. 18; and which are described by the following metes and bounds, courses and distances, to wit:

PARCEL NO. 1. BEGINNING at an iron pipe in the Northwest line of Maryland Route No. 18, and being the Southeast corner of land of the Board of Education of Queen Anne's County, State of Maryland; thence by and with said land North forty fou r degrees and fifty eight minutes West (N 44-58-W) four hundred four and twelve one-hundredths (404.12) feet to a large stone and being the Southwest corner of land of Alecina S. Wilson, widow; thence by and with the land of the said Alexina S. Wilson South eighty degrees and twenty three minutes East (S 80-23E), three hundred thirty six and two one-hundredths (336.02) feet to an iron pipe; thence by the same North seventy three degrees and fifty six minutes East (N 73-56 E), sixty six and four-tenths (66.4) feet to an iron pipe in the South line of land of Paul L. Washington; thence by and with the South line of land of the said Paul L. Washington South forty two degrees and fifty three minutes East (S 42-53 E), one hundred (100.0) feet to an iron pipe in the NorthWest line of Maryland Route No. 18, leading from Queenstown to Grasonville; thence by and with the Northwest line of said Maryland Route No. 18 South forty five degrees and twenty six minutes West (S 45-

26 W), two hundred forty nine and twenty three one-hundredths (249.23) feet to an iron pipe, the place of beginning CONTAINING one and three hundred forty eight one-thousandths (1.348) acres.

Being a part of Parcel No. 2 of the lands which decended to Ophelia Blackston as the only heir-at-law of Edgar Blackston, who departed his life intestate, on the 13th day of August 1956.

PARCEL NO. 2. BEGINNING at an iron pipe in the Eastern line of Saw Mill Road leading from Robinson Church to Maryland Route No. 18 and being the Southwest corner of land of James Sherwood Wilson, Sr.; thence running by and with the South line of said Wilson land North seventy two degrees and forty two minutes East (N 72-42 E), three hundred eighty six and eighty seven one-hundredths (386.87) feet to an iron pipe in the West line of land of the Wye River Farms, Incorporated; thence by and with said land South twenty three degrees and two minutes East (S 23-02 E), one hundred seventy and four-tenths (170.4) feet to an iron pipe and being the North East corner of land of William Carroll; thence by and with the North line of land of the said William Carroll South sixty nine degrees and one minute West (S 69-01 W), three hundred ninety six and fifty nine one hundredths (396.59) feet to an iron pipe in the East line of Saw Mill Road; thence by and with the East line of said road North nineteen degrees and forty one minutes West (N 19-41 W), one hundred ninety five and twenty one one-hundredths (195.21) feet to an iron pipe, the place of beginning CONTAINING one and six hundred forty one one-thousandths (1.641) acres.

PARCEL NO. 3. BEGINNING at a stone in the South line of land of William Little, Jr., said stone being South eighty five degrees and twenty five minutes East (S85-25 E) of, and two hundred eighty (280.0) feet from the centerline of Saw Mill Road leading from Robinson Church to Maryland Route No. 18; tence running by and with the South line of land of the said William Little, Jr., South eighty five degrees and twenty five minutes East (S 85-25 E), three hundred one and forty nine one-hundredths (301.49) feet to an iron pipe and being the Northwest corner of land of Charles and William Wilson; thence by and with the West line of land of the said Charles and William Wilson South four degrees and fourteen minutes West (S 04-14 W),, two hundred one and fifty five one-hundredths (201.55) feet to a stone and being the Noetheast corner of land of Robert Conyer; thence by and with land of the said Robert J. Conyer North eighty five degrees and six minutes West (N 85-06 W), three hundred three and six-tenths (303.6) feet to a stone; thence by the same North four degrees and fifty minutes East (N 04-50 E), one hundred ninety nine and eighty five one-hundredths (199.85) feet to a stone, the place of beginning CONTAINING one and three hundred ninety four one-thousandths (1.394) acres.

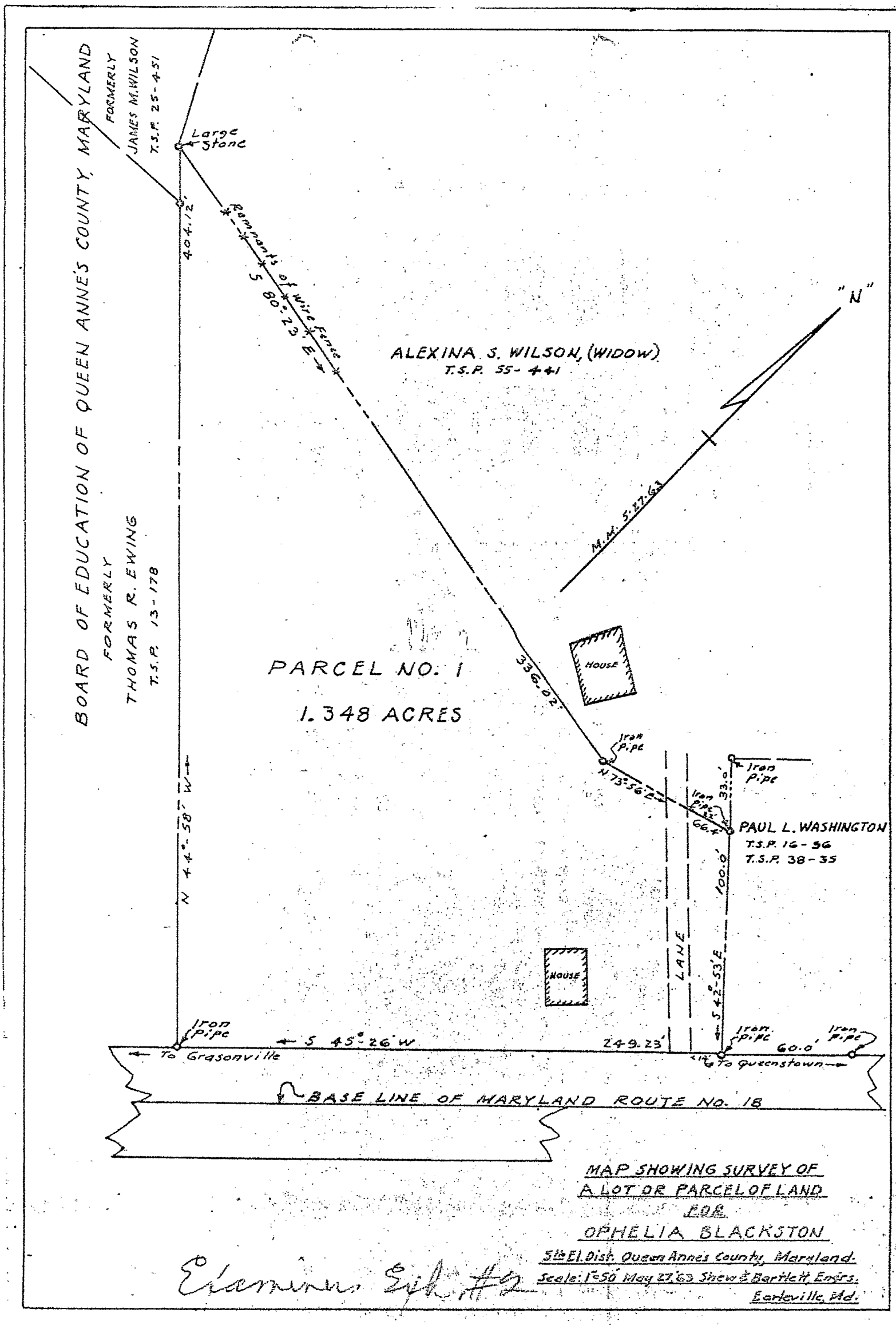
Parcels No's 2 and 3 being a part of the lands which descended to Ophelia Blackston as the only heir-at-law of Edgar Blackston.

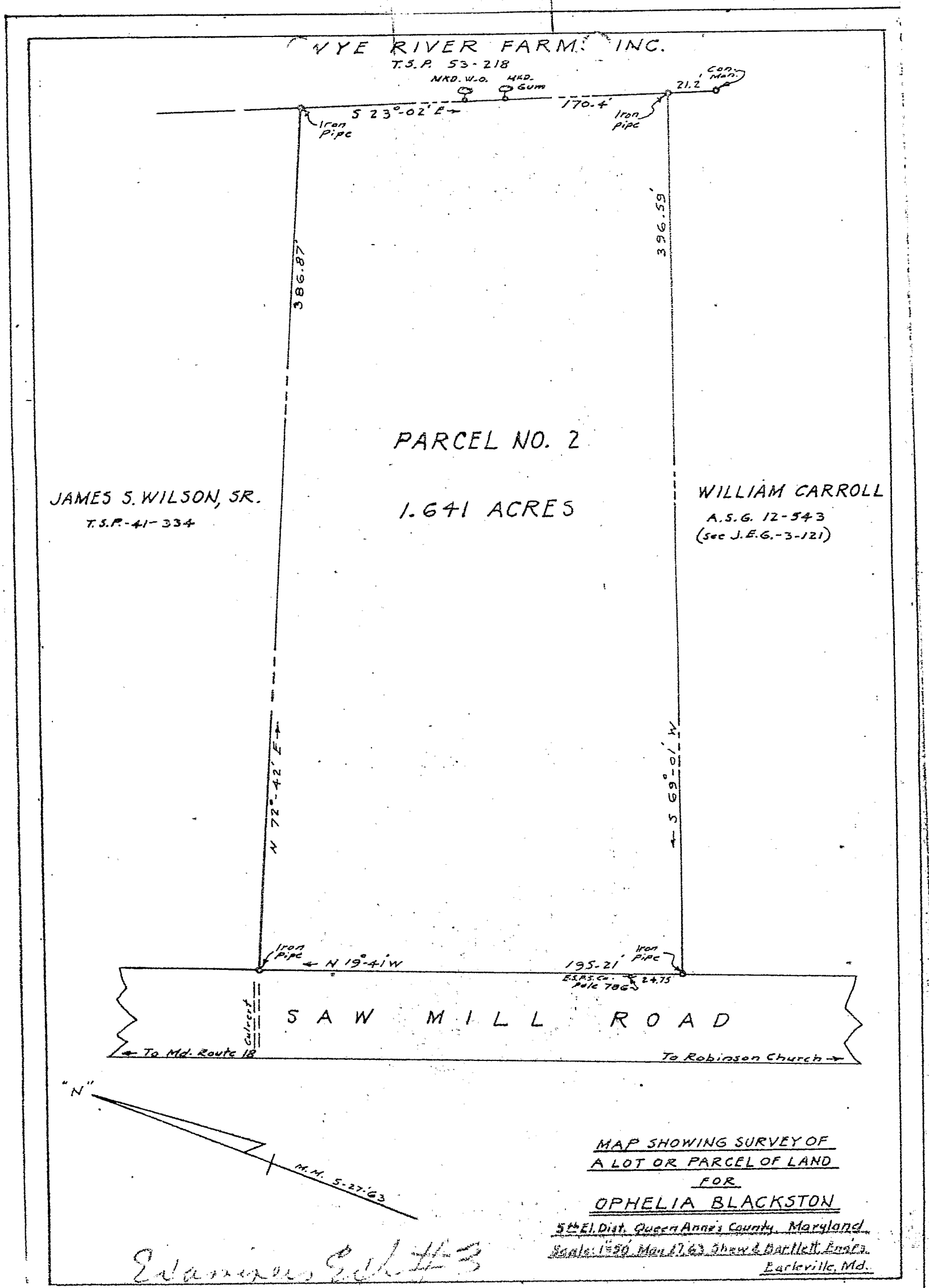
May 28, 1963.

SHEW & BARTLETT
Shew & Bartlett
Engrs. Reg. 1676.

RCS:hb

EXAMINERS EXH #1


BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, MARYLAND
FORMERLY
THOMAS R. EWING
T.S.P. 13-178
FORMERLY
JAMES M. WILSON
T.S.P. 25-451
Large Stone
404.12'
Remnants of Wire Fence
S 80°23' E
ALEXINA S. WILSON, (WIDOW)
T.S.P. 55-441
"N"
M.M. S.27.63
PARCEL NO. 1
1.348 ACRES
336.02'
HOUSE
Iron Pipe
N 73°56' E
Iron Pipe
33.0'
Iron Pipe
66.4'
PAUL L. WASHINGTON
T.S.P. 16-56
T.S.P. 38-35
100.0'
N 44°-58' W
HOUSE
LANE
S 42°-53' E
Iron Pipe
S 45°-26' W
249.23'
Iron Pipe
60.0'
Iron Pipe
To Grasonville
To Queenstown
BASE LINE OF MARYLAND ROUTE NO. 18
MAP SHOWING SURVEY OF
A LOT OR PARCEL OF LAND
FOR
OPHELIA BLACKSTON
5th El. Dist. Queen Annes County, Maryland.
Scale: 1"=50' May 27, '63 Shew & Bartlett, Engrs.
Earleville, Md.
Examiner Exh. #2


NYE RIVER FARM, INC.
T.S.P. 53-218
NKD. W.O.
MKD. Gum
Con. Mon.
21.2
170.4'
S 23°-02' E
Iron Pipe
Iron pipe
386.87'
396.59'
PARCEL NO. 2
1.641 ACRES
JAMES S. WILSON, SR.
T.S.P.-41-334
WILLIAM CARROLL
A.S.G. 12-543
(see J.E.G.-3-121)
N 72°-42' E
S 69°-01' W
Iron Pipe
N 19°-41' W
195.21'
Iron Pipe
E.S.P.S.Co. Pole 786
24.75
Culvert
SAW MILL ROAD
To Md. Route 18
To Robinson Church
"N"
M.M. 5-27-63
MAP SHOWING SURVEY OF
A LOT OR PARCEL OF LAND
FOR
OPHELIA BLACKSTON
5th El. Dist. Queen Anne's County, Maryland
Scale: 1"=50' May 27, 63 Shew & Bartlett, Engrs.
Barkeville, Md.

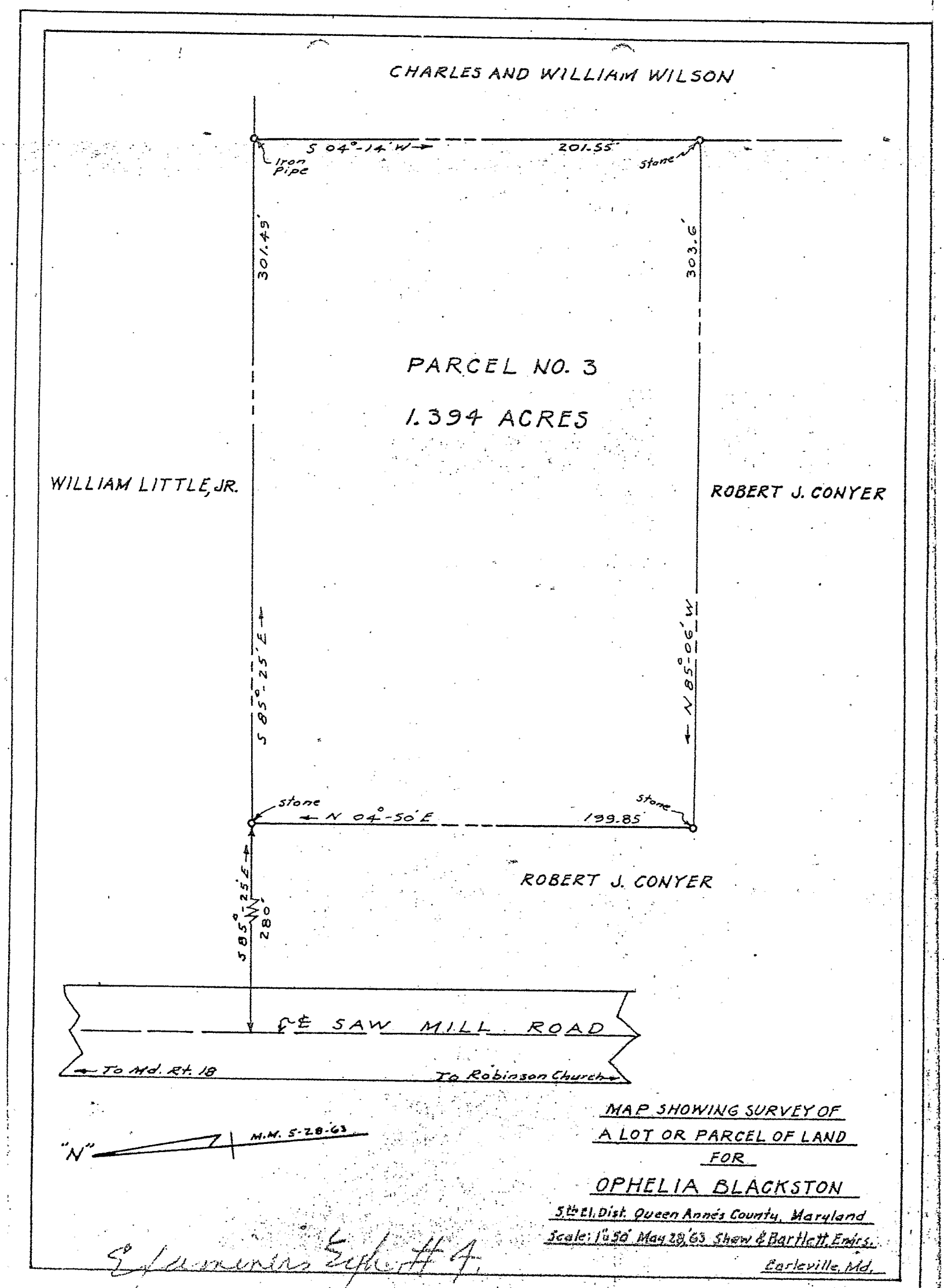

CHARLES AND WILLIAM WILSON
S 04°-14' W
201.55'
Iron Pipe
Stone
301.49'
303.6'
PARCEL NO. 3
1.394 ACRES
WILLIAM LITTLE, JR.
ROBERT J. CONYER
S 85°-25' E
N 85°-06' W
stone
N 04°-50' E
199.85
stone
ROBERT J. CONYER
S 85°-25' E
280'
℄ E SAW MILL ROAD
To Md. Rt. 18
To Robinson Church
"N"
M.W. 5-28-63
MAP SHOWING SURVEY OF
A LOT OR PARCEL OF LAND
FOR
OPHELIA BLACKSTON
5th El. Dist. Queen Annes County, Maryland
Scale: 1"=50' May 28, '63 Show & Bartlett, Engrs.
Earleville, Md.

Exhibit A.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the first day of April in the year Eighteen Hundred and Eighty Seven, the following Deed was brought to be recorded to wit:

This Deed Made this thirty first day of March in the year Eighteen Hundred and Eighty Seven, by John B. Brown, Trustee, of Queen Anne's County, State of Maryland, Witnesseth, Whereas on the Eighteenth day of April, in the year Eighteen Hundred and Sixty Eight, William Grason of County and state aforesaid Made a deed of Conveyance of Certain lands thefein described to Lloyd Tilghman and Phileman B. Hopper of said County and state in trust to sell grant and convey the same, which said deed is recorded in Liber SED No. 3, folios 413 etc., a Land Record Book for Queen Anne's County aforesaid. And whereas the said Lloyd Tilghman and P. B. Hopper Trustees, having departed this life, the Circuit Court for Queen Anne's County in Equity in a cause inssaid court entitled "Lloyd Tilghman and P. B. Hopper VS William Grason, being No. 629 on the Chancery Docket of said Court, by its order dated the twelfth day of December Eighteen Hundred and Seventy Six appointed John B. Brown, of said County and state Trustee in their place and stead with full powers as conferred on them by the Deed of Trust from William Grason to them as aforesaid and Whereas in the execution of the duties of said trust the said John B. Brown thereafter made sale among other parts and parcels thereof, of the hereinafter described parcel of said lands to one Samuel Tilden of Queen Anne's County aforesaid at and for $29.00 who has fully paid the purchase money therefor and is now entitled to a Deed of Conveyance thereof; Now therefore, in Consideration of the premises the said John B. Brown, Trustee doth grant and convey to the said Samuel Tilden his heirs and assigns, in fee simply, the Lot of Land as aforesaid sold him being Lot No. 25 of the Grason Woodlots in Piney Neck as surveyed and plotted by B. S. Elliott, County Surveyor, on the 8th day of November 1877, adjoining the lots of Robert Conyer, Nos. 3 & 24 thereof, and the Lot of Pere Lee No 24 thereof and more particularly described as follows. Beginning at the end of the 2nd line of Comegys Lot No 24 and running thence North twelve and two fifths perches, thence South Eighty Nine degrees East Eighteen and six tenths perches thence South one degree West twelve and two fifths perches thence North Eighry Nine degrees West Eighteen and two fifths perches to the place of Beginning. Containing One acre One rood and twenty Nine perches aforesaid.

As Witness his hand and seal

JOHN B. BROWN (SEAL)

Test:

John E. Marman

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

I hereby Certify that on this thirty-first day of March in the year Eighteen Hundred and Eighty-seven, personally appeared before me the subscriber, a Justice of the Peace of the State in and for the County aforesaid John B. Brown, Trustee, and acknowledged the aforegoing Deed to be his act.

JOHN E. HARMAN J.P.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber S.C.D. No. 10, folio 31, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 15th day of June in the year nineteen hundred and sixty-four.

Circuit Court Seal

CHARLES W. CECIL
Clerk

EXAMINERS EXH #5

A TRUE AND PERFECT INVENTORY of all and singular, the Real Estate of EDGAR BLACKSTON late of Queen Anne's County, deceased, appraised by the subscribers, Leonard A. Renshaw and Claude Lowery jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and certificate thereon hereto annexed.

PARCEL NO. 1: All that lot or parcel of land located in the Fifth Election District of Queen Anne's County and lying on the East side of Saw Mill Land and bounded on the North by the lands of Horace M. Wilson, on the South by the lands of William Carroll and on the West by the aforesaid Saw Mill Lane. Said lot having a frontage on Saw Mill Lane of approximately 100 feet and a depth of approximately 300 feet. $ 300.00

PARCEL NO. 2: All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County on the North side of the Queenstown Grasonville Road. Said parcel of land being triangular is shape and formerly being two parcels of land, now reduced and used as one parcel. Said parcel of land is bounded on the South by the aforesaid Queenstown-Grasonville Road, on the Northeast by the lands of James Moses Wilson and the lands of Paul Washington and bounded on the West by the South County School, the property of the School Board of Queen Anne's County.

$1,500.00

Both of the above properties being the same and all of the land formerly the property of Georgianna Blackston, mother of Edgar Blackston, and which, upon the death of Georgianna Blackston, intestate and without administration, decended to her three children, her only heirs-at-law, the said Edgar Blackston, Kenneth Blackston and Eva Blackston, the said Kenneth and Eva Blackston having both departed this live without issue and without having married, leaving as their only heir-at-law the said Edgar Blackston. All of the aforesaid, Georgianna Blacks-

ton, Kenneth B lackston and Eva Blackston, departed this live more than twelve years ago, intestate and without administration on their estates.

EXAMINERS EXH NO. 6

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 EDGAR BLACKSTON, deceased, so far as the same has cone 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 4th day of February, in the year of our Lord one thousand nine hundred and fiffy-seven.

LEONARD A RENSHAW (SEAL))
) Appraisers
CLAUDE LOWERY (SEAL))

Amount of Appraisement $1800.00

QUEEN ANNE'S COUNTY, to wit:

On this 7th day of February, 1957, came Ophelia Blackston, administratrix of the estate of EDGAR BLACKSTON deceased, and made oath in due form of law, that the annexed and aforegoing is a true and perfect inventory of all the Real Estate of said deceased, within this State that has come to her knowledge, and that should she hereafter discover any other Real Estate belonging to the said deceased, in this State she will return an additional inventory thereof.

Notary Public Seal

Certified by T HANNIE SMITH
Notary Public

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY:

On this 13th day of February, 1957, the aforegoing inventory was duly examined and passed by the Court, and the same ordered to be received, filed and recorded.

E. CLYDE WALLS Register of Wills

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 INVENTORY OF REAL ESTATE in the estate of EDGAR BLACKSTON late of Queen Anne's County, deceased, as filed and passed in this office on February 13th, 1957 and recorded in Liber E.E.C. No. 1 Folio 226 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 12 th day of June, 1964.

Orphans' Court Seal

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

For EXHIBIT NO. 7 (See page 327, etc.)

DECREE
Filed Aug. 10, 1964

OPHELIA BLACKSTON	*	In The Circuit Court for
	*	
VS.	*	Queen Anne's County
	*	
THE UNKNOWN HEIRS AND	*	In Equity
DEVISEES OF SAMUEL	*	
TILDEN, etc., et al.	*	Cause No. 4620

D E C R E E

The proceedings in the above captioned cause having been read and considered, IT IS this 10th day of August, 1964, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court ADJUDGED, ORDERED and DECREED and by the authority of said Court ADJUDGED, ORDERED and DECREED as follows:

1. That Ophelia Blackston has absolute ownership and the right of disposition of the three lots or parcels of land, situate in the Fifth Election District of Queen Anne's County, in the State of Maryland, which are described by metes and bounds, courses and distances, in sub-paragraphs A., B. and C. of paragraph number 1. of the Bill of Complaint in this proceeding;

2. That the plaintiff, Ophelia Blackston is hereby granted leave to notify the creditors of Georgianna Blackston, deceased, of Samuel Tilden,

also known as Samuel Tilghman, deceased, and of Thomas Tilden, also known as Thomas Tilghman, deceased, to file their claims, if any, in this Court or be forever barred from asserting any claim against the lots of land hereinabove referred to within ninety 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 four consecutive weeks before the 17th day of September, 1964.

EDWARD D E ROLLINS
JUDGE

Filed Aug. 10, 1964

CERTIFICATE OF PUBLICATION OF
NOTICE TO FILE CLAIMS
Filed Dec. 6, 1965

NOTICE

Creditors of Georgianna Blackston, of Samuel Tilden, also known as Samuel Tilghman, and of Thomas Tilden, also known as Thomas Tilghman, all late of Queen Anne's County, Maryland, deceased, are hereby notified to file their claims against said decedents in the office of the Clerk of the Circuit Court for Queen Anne's County within 90 days of August 13, 1964, or be forever barred from asserting any claims against any of the three lots of land described in sub-paragraphs "A," "B" and "C" of paragraph number "1" of the Bill of Complaint filed in the proceedings in said Court entitled "Ophelia Blackston vs. The Unknown Heirs and Devisees of Samuel Tilden, et al.," being Cause No. 4620 on the Chancery Docket. This notice is given pursuant to the Decree dated August 10, 1964 and filed in said Cause.

OPHELIA BLACKSTON

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 3, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Legal Tilden notice cause # 4620. in the case of "Ophelia Blackston vs. The Unknown Heirs and Devisees of Samuel Tilden, 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 in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 13th day of November, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER, was on the 13th day of August 1964, and the last insertion on the 3rd. day of September, 1964.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Dec. 6, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-sixth day of October in the year nineteen hundred and sixty-four, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:

CLAYTON C. CARTER Attorney named in mortgage 111 Lawyers Row Centreville, Maryland Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
ALEXANDER STANFORD, Deceased and EMORY H. STANFORD, Administrator of the Estate of Alexander Stanford, deceased Queen Anne, Maryland Defendant	:	IN EQUITY NO. 4662

ORDER TO DOCKET SUIT

TO: Charles W. Cecil, Clerk:

You will please docket suit as per above titling for foreclosure of the First Mortgage from Alexander Stanford, dated September 15, 1964 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 10 folio 380, a default having occurred in the covenants of said mortgage by reason of the title to the mortgaged property having been acquired by other persons by reason of the death of Alexander Stanford, intestate, on October 10, 1964; and you will file as an exhibit herein a certified copy of said mortgage and a Statement of the Mortgage Debt.

CLAYTON C. CARTER
Clayton C. Carter, Attorney
named in Mortgage
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1680

Filed Oct 26, 1964

CERTIFIED COPY OF MORTGAGE
Filed Oct. 26, 1964

No.52471
Re 8079 RECEIVED FOR RECORD Sept. 16, 1964

One-One Dollar Ten Cent
Recordation Tax Stamp
Endorsed CCC 9/16/64

THIS MORTGAGE, made this 15th day of September, 1964, by and between ALEXANDER STANFORD, widower, of the first part, hereinafter referred to as MORTGAGOR, and THE QUEENSTOWN BANK OF MARYLAND of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of EIGHT HUNDRED ---- /Dollars ($800.00) payable, with interest thereon from the date hereof at the rate of SIX (6%) per centum per annum on the unpaid principal until paid,at the designated office of the holder, in the manner following: On Demand

AND WHEREAS the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that lot or parcel of land, known as "The Charles H. Griffin, Jr., Home Property" situate, lying and being in the Third Election District of Queen Anne's County, Maryland, near Brownsville, adjoining the property formerly of Earle's Chapel M.E. Church and others and more particularly described as follows, to wit:

ALL that lot and/or tract of land lying between Arthur Griffins lot and the land of the Morris Heirs and the property of the Corsica Neck M.E. Church, also a burying ground for the Griffin family, and is contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a stone along the edge of the marked right of way, said stone being along the line of that part of the land of the late Charles H. Griffin (Sr.) which was set aside for a burying ground, and running with the aforesaid right of way

North 47 deg. 30 min. east, 7 rods to a post, the corner for Arthur Grinnin, thence with the line of Arthur Griffin
South 42 deg. 30 min, east 42 rods to the McKenny land; thence
South 23 deg. 15 min. west 5.3 rods; thence
South 57 deg. 30 min. west 5.8 rods to a stone, a corner for the Big Oak Farm of the McKenny estate and the land of the Morris Heirs; thence with the Morris land
North 50 deg. west. 14.4 rods; thence

North 38 deg. west, 17 rods to the Church property; thence
North 57 deg. east 4 rods; thence
North 40 deg. west 11.5 rods to the place of beginning;

CONTAINING two and seventy-three one hundredths (2.73) acres of land,more or less.

BEING the same land which by deed dated September 19, 1944 and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 10 folio 134 was granted and conveyed by The County Commissioners of Queen Anne's County unto Alexander Stanford and Lillina Stanford, his wife, as tenants by the entireties; the said Lillian Stanford having died on March 8, 1964 leaving the said Alexander Stanford to survive her.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise apperatining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premise herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secuted by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event of the Mortgagor fails to make the said payments, the Mortgagee is hereby aughorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor 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. (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adaquacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct. (6) that in case of default in the payment of said debt, or interest , or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any person or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then thw whole debt intended to be secured and all mmneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or CLAYTON C. CARTER, his hereby duly consitituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee,whether the same shall have mature or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commission and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein. (7) that in the event of sale of the mortgaged property under the power of sale granted herein, 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 hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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.

WITNESS the hand and seal o f the Mortgagor:

WITNESS:

MARGUERITE W. THOMPSON

ALEXANDER STANFORD (SEAL)
Alexander Stanford

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

On this 15th day of September, 1964, before me, Marguerite W. Thompson the undersigned officer, personally appeared ALEXANDER STANFORD, known to me to be the person (s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared ALBERT V. STANT, Cashier of the Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit).

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary
Public
Seal

MARGUERITE W. THOMPSON
Notary Public
My com. Exp. 5/3/65

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 10, folio 380, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th day of October in the year nineteen hundred and sixty-four.

CHARLES W. CECIL

AFFIDAVIT OF CREDITOR
Filed Oct. 26, 1964

AFFIDAVIT OF CREDITOR

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

I HEREBY CERTIFY, that on this 26th day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's , personally appeared CLAYTON C. CARTER, attorney named in mortgage of Queenstown Bank of Maryland, the creditor herein, and made oath in due form of law as follows:

That he is competent to testify to the matters stated herein, which are made on his personal knowledge.

That the annexed account/writing obligatory is certified to be just and true, and that the said creditor hath not, directly or indirectly, received to his knowledge any part or parcel of the money charged as due therein or satisfaction for the same, more than credit has been given therefor.

That, the creditor, lent monies to the debtor as fully set forth in the other written obligation annexed hereto, which remains unpaid.

STATEMENT OF MORTGAGE DEBT

Promissory Note dated September 15, 1964 from Alexander Stanford to Queenstown Bank of Maryland	$ 800.00
Interest @6% from September 15, 1964 to October 26, 1964	5.46
	$ 805.46
Plus 15% commission for collection per terms of note	120.82
	$ 926.28

That the debtor(s) post office address is Queen Anne, Maryland, for Emory H. Stanford, Administrator and that Alexander Stanford died on October 10, 1964, and Emory H. Stanford was appointed Administrator of his Estate by The Orphans' count of Queen Anne's County on October 23, 1964 and he lives near Queen Anne, Maryland and is not now in the military service, as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments, nor been in such service within thirty days hereof.

AS WITNESS my hand and official seal:

Notary
Public
Seal

SEAL'S
PLACE

JEAN D. HAYMAKER
Notary Public

Filed Oct. 26, 1964

CERTIFIED COPY OF BOND
Filed Nov. 13, 1964

RECEIVED FOR RECORD Nov.13, 1964

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter, attorney named in mortgage, of Centreville, Queen Anne's County, Maryland, as Principal, paid 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 Four Thousand ($4,000.00) 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 13th day of November in the year of our Lord one thousand nine hundred sixty-four.

WHEREAS, the above bounden Clayton C. Carter, Attorney named in mortgage by virtue of the power contained in a mortgage from Alexander Stanford to The Queenstown Bank of Maryland bearing date the 15th day of September, 1964 and recorded among the mortgage records of Queen Anne's County in Liber C.W.C. No. 10 Folio 380 and Clayton C. Carter, attorney named in mortgage is about to sell the land and premises described in said mortgage, default having been made in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Clayton C. Carter, attorney named in mortgage 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 Clayton C. Carter, attorney named in mortgage 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:

LOUISE KENNEDY

CLAYTON C. CARTER, (SEAL)
Attorney named in Mortgage

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Corporate Seal

By DOROTHY E. CONNOLLY
Attorney-in-Fact

WITNESS:

LOUISE KENNEDY
As to Surety

Security approved and Bond filed Nov. 13, 1964

CHARLES W. CECIL, CLERK

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C. W.C. No. 1, folio 75, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 30th day of November in the year nineteen hundred and sixty-four.

CHARLES W. CECIL, Clerk

REPORT OF SALE
Filed Nov. 20, 1964

CLAYTON C. CARTER, Attorney named in Mortgage Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	
ALEXANDER STANFORD, Deceased and EMORY H. STANFORD, Administrator of the Estate of Alexander Standord, deceased Queen Anne, Maryland	:	QUEEN ANNE'S COUNTY IN EQUITY NO. 4662
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Clayton C. Carter, Attorney named in Mortgage, unto your Honors, respectfully shows:

1. That Alexander Stanford by Mortgage dated September 15, 1964 and recorded among the land records of Queen Anne's County in Liber C.W.C.No. 10 folio 380, a certified copy of which has been filed herein, granted and conveyed unto Queenstown Bank of Maryland certain land in said mortgage described to secure unto it the payment of a certain promissory note in the amount of EIGHT HUNDRED DOLLARS ($800.00) with interest thereon at the rate of SIX (6%) per centum per annum, payable on demand, which said mortgage contains the power of sale of the mortgaged property to be exercised by the Mortgagee, its successors 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 occurred in the covenants of said mortgage by reason of the title to the mortgaged property having been acquired by other persons by reason of the death of Alexander Stanford, intestate, on October 11, 1964 and the whole debt intended to be secured and all moneys owing under said mortgage or secured thereby having, at the iption of the Mortgagee, became due and demandable, the subscriber proceeded to collect the amout 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 Fidelity and Deposit Company of Maryland,as surety in the penal sum of FOUR THOUSAND DOLLARS ($4,000.00), containing the conditions required by law relative to the foreclosure of mortgages under the power of sale contained therein, a certified copy of said bond being filed herein.

4. That before making a sale of the mortgage property the subscriber gave not less than twenty (20) days notice of the time, place, manner and terms of sale by advertisement 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, such notice being given at least once in each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to the sale and the last such publication being not more than one (1) week prior to the sale, pursuant to Maryland Rule W74 a2.

5. That pursuant to the advertised notice of sale, the subscriber did attend in front of the Courthouse, Centreville, Maryland, on the 19th day of November, 1964, at 1:30 o'clock P.M. and then and porceeded to make sale of the property so advertised, in the following manner: the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by the subscriber and the subscriber then proceeded to offer at public sale at the time and place above mentioned to the highest bidder, by Joseph A. Jackson, Jr., Auctioneer, all of the real estate described in said advertisement of sale; and after said auctioneer had cried such sale for considerable length of time, the subscriber, in execution of the power of sale contained in said mortgage, sold the property so offered unto Bessie E. Stokes, she being then and there the highest bidder therefor, at and for the sum of TWO THOUSAND DOLLARS ($2,000.00).

6. That the said purchaser has vomplied with the terms of sale by paying unto the subscriber the sum of TWO THOUSAND DOLLARS ($2,000.00), representing the purchase price of the hereinmentioned property.

Respectfully submitted:

CLAYTON C. CARTER
Attorney named in Mortgage

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY that on this 20th day of November, 1964, 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.

CHARLES W. CECIL
Clerk

Filed Nov. 20, 1964

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Nov. 20, 1964

ATTORNEY'S SALE
- OF DESIRABLE -
HOUSE AND LOT
NEAR BROWNSVILLE

Default having occurred in the terms of a mortgage from

Alexander Stanford dated September 15, 1964, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 10, folio 380, the undersigned attorney named in mortgage, by virtue of the power of sale contained therein, will offer at public auction in front of the Courthouse, Centreville, Maryland, on

THURSDAY, NOVEMBER 19, 1964

At 1:30 O'clock P.M.

The following described real estate, to wit:

ALL that lot or parcel of land, known as "The Charles H. Griffin, Jr., Home Property," situate, lying and being in the Third Election District of Queen Anne's County, Maryland, near Brownsville, adjoining the property formerly of Earle's Chapel M.E. Church and others and more particularly described as follows, to wit:

ALL that lot and/or tract of land lying between Arthur Griffin's lot and the land of the Morris Heirs and the property of the Corsica Neck M.E. Church, also a burying ground for the Griffin family, and is contained within the following metes and bounds, coursed and distances, to wit: BEGINNING at a stone along the edge of the marked right of way, said stone being along the line of that part of the land of the late Charles H. Griffin (Sr.) which was set aside for a burying ground and running with the aforesaid right of way North 47 deg. 30 min. east, 7 rods to a post, the corner for Arthur Griffin, thence with the line of Arthur Griffin South 42 deg. 30 min. east 42 rods to the McKenny land; thence South 23 deg. 15 min. west 5.3 rods; thence South 57 deg. 30 min, west 5.8 rods to a stone, a corner for the Big Oak Farm of the McKenny estate and the land of the Morris Heirs; thence with the Morris land North 50 deg. west, 14.4 rods; thence North 38 deg. west 17 rods to the Church property; thence North 57 deg. east 4 dodgs; thence North 40 deg. west 11.5 rods to the place of beginning;

CONTAINING two and seventy-three one hundredths (2.73) acres of land, more or less.

BEING the same land which by deed dated September 19, 1944, and recorded among the land records of Queen Anne's County in Liber A.S.G.Jr., No. 10, folio 134, was granted and conveyed by The County Commissioners of Queen Anne's County unto Alexander Stanford and Lillian Stanford, his wife, as tenants by the entireties; the said Lillian Stanford having died on March 8, 1964, leaving the said Alexander Stanford to survive her.

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

IMPROVEMENTS: 1 story Asbestos Shingled Dwelling.

TERMS OF SALE: Cash, A deposit of 10% of the purchase price on the date of sale, balance within ten (10) days after ratification of the sale by the Court, or all Cash on the date of sale at the option of the purchaser.

Taxes and all other assessments and charges will be adjudged to the date of final settlement.

All transfer expenses, including documentary and recordation tax stamps will be borne by the purchaser.

CLAYTON C. CARTER,
Attorney named in Mortgage

Joseph A. Jackson, Jr., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 20, 1964

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the attorney's sale in the estate of Alexander Stanford a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER a weekly newspaper printed andpublished at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 19th day of November, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of October 1964, and the last insertion on the 12 day of November, 1964

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By MRS DOROTHY MONROE

Filed Nov. 20, 1964

ORDER NISI ON SALE
Filed Nov. 20, 1964

ORDER NISI ON SALE

Clayton C. Carter, Attorney named in Mortgage vs. Alexander Stanford, deceased, and	In the Circuit Court for Queen Anne's County In Equity Cause No. 4662

Emory H. Stanford, Administrator of)
the Estate of Alexander Stanford,)
deceased)

ORDERED, this 20th day of November, 1964, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Attorney named in Mortgage, be ratified and confirmed, on or after the 21st. day of December, 1964, 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 14th. day of December, 1964.

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

CHARLES W. CECIL Clerk

Filed November 20, 1964

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed Dec. 11, 1964

ORDER NISI ON SALE

Clayton C. Carter
Attorney Named in Mortgage
vs.
Alexander Stanford, deceased, and
Emory H. Stanford, Administrator
of the Estate of Alexander Stanford, deceased

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

Cause No. 4662

ORDERED, this 20th day of November, 1964, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Attorney named in Mortgage, be ratified and confirmed, on or after the 21st day of December, 1964, 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 14th day of December, 1964.

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

CHARLES W. CECIL, Clerk

Filed: November 20, 1964
True Copy
Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Dec. 10 , 1964

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI $ 4662 in the case/estate of CARTER VS STANFORD 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 14 day of December, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26 day of NOV 1964, and the last insertion on the 10 day of DECEMBER, 1964

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By MARY L. WALTERS

Filed Dec. 11, 1964

AFFIDAVIT BY PURCHASER
Filed Jan. 26, 1965

CLAYTON C. CARTER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	
ALEXANDER STANFORD, deceased and EMORY H. STANFORD, Administrator of the Estate of Alexander Stanford, deceased	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	
	:	No. 4662

AFFIDAVIT BY PURCHASER

STATE OF PENNA.

COUNTY OF PHILADELPHIA, Sct:

I HEREBY CERTIFY, that on this 19th day of January, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bessie E. Stokes, and made oath in due form of law as follows:

That she was not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as Principals;

That she has not directly or indirectly discouraged anyone from bidding for the said property.

BESSIE E. STOKES

AS WITNESS my hand and Notarial Seal.

BENJ E. WALKER
Notary Public
Notary Public, Philadelphia,
Philadelphia Co.
My Commission Expires January
15, 1967

Notary
Public
Seal

Filed Jan. 26, 1965

FINAL RATIFICATION OF SALE
Filed Feb. 1, 1965

CLAYTON C. CARTER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
ALEXANDER STANFORD, deceased and EMORY H. STANFORD, Administrator of the Estate of Alexander Stanford, deceased	:	IN EQUITY
	:	NO. 4662

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity this 15 day of February, 1965, that the sale of the real estate made and reported in this Cause by Clayton C. Carter, Trustee, 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 preceeding Order Nisi; and the said Clayton C. Carter, Trustee, 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

Filed Feb. 1, 1965

WAIVER
Filed Mar. 29, 1965

CLAYTON C. CARTER, Attorney	*	In the Circuit Court for
vs.	*	Queen Anne's County
ALEXANDER STANFORD, Deceased, and EMORY H. STANFORD, Administrator of Alexander Stanford, Deceased	*	In Equity
	*	Cause No. 4662
	*	

WAIVER

The Queenstown Bank of Maryland, a body corporate of the State of Maryland, mortgagee of the first mortgage on the property being foreclosed in this cause by virtue of the mortgage from Alexander Stanford and Lillian G. Stanford, his wife, to said body corporate, dated November 30, 1962, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 69, folio 312, hereby waives the lien of said mortgage for the sole purpose of permitting the sale of the mortgagaged 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.

In Witness Whereof, the said Queenstown Bank of Maryland, has caused this waiver to be executed by James R. Friel its President and its corporate seal affixed hereto and attested by Albert V. Stant, its cashier.

QUEENSTOWN BANK OF MARYLAND

TEST:

PATRICIA W. COVEY

By JAMES R. FRIEL
President

Corporate
Seal

ATTEST (as to corporate seal)

ALBERT STANT
Cashier

Filed Mar. 29, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Thirtieth day of March in the year nineteen hundred and sixty-five, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

CLAYTON C. CARTER, Assignee 111 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
GLADYS A. ANDREW, late of Queen Anne's County, deceased	:	CHY. NO. 4686
	:	

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK:

You will please docket suit as per above titling for foreclosure of the mortgage from Gladys A. Andrew to Queenstown Bank of Maryland, dated April 20, 1964, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 7 folio 455, default having occurred in the terms thereof by reason of the non-payment of the principal and interest payable under the terms of said mortgage and the title to the mortgaged property having been acquired by persons unknown, without the mortgagees written consent, upon the death of the mortgagor on August 17, 1964; the said mortgage having been duly assigned unto Clayton C. Carter, his personal representatives and assigns, for the purpose of collection by foreclosure or otherwise, as will more particularly appear by an assignment dated March 20, 1965 at the foot of said mortgage; and you will file the original mortgage and assignment and a statement of the mortgage indebtedness herein payable.

CLAYTON C. CARTER
Clayton C. Carter, Assignee
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1680

Filed March 30, 1965

MILITARY AFFIDAVIT
Filed March 30, 1965

MILITARY AFFIDAVIT

I HEREBY CERTIFY, that on this 30th day of March, 1965, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Assignee, and made oath in due form of law that Gladys A. Andrew, the within named Mortgagor, departed this life on August 17, 1964 and, therefore, cannot now be in the Military Service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments thereof.

CHARLES W. CECIL
Charles W. Cecil, Clerk of Court

Filed March 30, 1965

MORTGAGE
Filed March 30, 1965

No 51572
Re 6140 RECEIVED FOR RECORD Apr. 22, 1964

THIS MORTGAGE, made this 20th day of April, 1964, by and between GLADYS A. ANDREW, widow-lady, of Queen Anne's County, Maryland, of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of ONE THOUSAND FIVE HUNDRED --- Dollars ($1,500.00) payable, with interest thereon from the date hereof at the rate of six (5%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Payable on Demand.

AND WHEREAS the better to secure the repayment of said loan, with interest , this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($L.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

PARCEL NO. ONE.

ALL that lot of land, improved by a frame dwelling house, formerly known as "School No. 4- District No. 6- the "Damsontown School Lot, now a dwelling house property and known as "The GLADYS A ANDREW RESIDENTIAL PROPERTY",

situate in the Sixth Election District of Queen Anne's County, Maryland, at the junction of the public road leading from Queen Anne to Ruthsburg with the public road leading from Starr, and BEGINNING at the junction of said roads and running with north side of the road to Starr

North 41 deg. 9 perches to a point apposite to and 5/10s perches from a stone;
North 6 deg. east over said stone 13 perches; thence
South 84 deg. east. 10.4 perches to the west side of the road leading to Ruthsburg 4/10s perches beyond a stone; thence with west side of road S. 8½ deg. west, 10 perches; thence S. 26½ deg. west, 9.75 perches to beginning, containing 3 roods and 37½ Perches of land, more or less.

Being same property conveyed unto Mortgagor and late husband by Cora E. and George D. Lane by deed dated April 20, 1948, recorded in Land Liber A.S.G. Jr., No. 19, folio 371.

PARCEL NO. TWO

ALL that tract of land situate in the Sixth Election District of the State and County aforesaid, and Beginning at the northeast corner of the Damsontown Schoolhouse property above described in Parcel No. 1 hereof where said corner intersects with the eastern side of the State Highway leading from Queen Anne to Ruthsburg, and running thence with same

North 18 deg. east, 244 feet to the DeFord Farm; thence
North 85 deg. 45 min, west, 780 feet to middle of former county road to Starr;
South 41 deg. 30 min. east, 659 feet to southwest corner of Damsontown Schoolhouse lot; thence
North 11 deg. east, 220 feet; and thence
North 82 deg. 45 min. east, 200 feet to the beginning, concaining 3-8/10s Acres land (Three and eight-tenths Acres of land), more or less.

Being the same property conveyed unto the Mortgagor and her late husband by Katherine Jarrell Eaton and Joseph Eaton, her husband, by deed dated Aug. 24th, 1951, recorded in Land Liber T.S.P. No. 2, folio 505.

TOGETHER, with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances, and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor 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, (5) 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, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any person or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or JOHN PALMER SMITH his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in

the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall 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 when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, 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 hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

YVONNE W. QUIMBY

GLADYS A. ANDREW (SEAL)
Gladys A. Andrew

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

On this the 20 day of April, 1964, before me, * a Notary Public of the State and County aforesaid, the undersigned officer, personally appeared Gladys A. Andrew, wodow-lady, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained; and at the same time appeared John W. Gibson, Chairman of the Board of Directors of Queenstown 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,(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

YVONNE W. QUIMBY
NOTARY PUBLIC
Com. expires May 3, 1965

Notary
Public
Seal

One-Two Dollar Twenty Cent
One-One Dollar Ten Cent
Recordation Tax Stamps
Endorsed XX

Default having occurred in the covenants of the within and aforegoing mortgage, it is hereby assigned unto Clayton C. Carter, his personal representatives and assigns, for the purpose of collection by foreclosure or otherwise.

IN WITNESS WHEREOF, QUEENSTOWN BANK OF MARYLAND, has caused its corporate seal to be affixed and duly attested and these presents to be signed by its duly authorized officer the 20th day of March, 1965.
WITNESS: (as to signature)

W. FRANKLIN SMITH JR

QUEENSTOWN BANK OF MARYLAND

ATTEST: (as to corporate seal)

BY: JAMES R. FRIEL
Its President

By: ALBERT STANT
Its Cashier.

Corporate
Seal

STATEMENT OF MORTGAGE DEBT
Filed March 30, 1965

CLAYTON C. CARTER, Assignee 111 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
GLADYS A. ANDREW, late of Queen Anne's County, deceased	:	IN EQUITY CHY. NO. 4686

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of Clayton C. Carter, Assignee of Mortgage from Gladys A. Andrew to Queenstown Bank of Maryland, dated April 20, 1964 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 7 folio 455;

Principal amount of mortgage note dated April 20, 1964		$ 1,500.00
Interest from 4-20-64 to 5-9-64 on $1,500.00		4.75
Interest from 5-9-65 to 6-4-64 on $1,404.75		6.09
Interest from 6-4-64 to 7-7-64 on $1,310.84		7.21
Interest from 7-7-64 to 8-6-64 on $1,218.05		6.09
Interest from 8-6-64 to 9-8-64 on $1,124.14		6.18
Interest from 9-8-64 to 10-13-64 on $1,030.32		6.01
Interest from 10-13-64 to 11-7-64 on $ 936.33		3.90
Interest from 11-7-64 to 3-30-65 on $ 840.23		20.03
		$ 1,560.26
Less payments as follows:		
May 9, 1964	$ 100.00	
June 4, 1964	100.00	
July 7, 1964	100.00	
August 6, 1964	100.00	
September 8, 1964	100.00	
October 13, 1964	100.00	
November 7, 1964	100.00	700.00
		$ 860.26
Plus 15% commission for collection per terms of note		129.04
		$ 989.30

STATE OF MARYLAND
QUEEN ANNE'S COUNTY, Sct:

I HEREBY CERTIFY, that on this 30th day of March, 1965, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Assignee, 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 payable.

CHARLES W. CECIL
Clerk

Filed March 30, 1965

CERTIFIED COPY OF BOND
Filed April 1, 1965

RECEIVED FOR RECORD April 1, 1965 LIBER 1 PAGE 92

FIDELITY AND DEPOSIT COMPANY
HOME OFFICE OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of Queen Anne's County, State of Maryland, assignee of mortgage, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of March in the year of our Lord nineteen hundred sixty-five.

Whereas, the above bounden Clayton C. Carter, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Gladys A. Andrew to Queenstown Bank of Maryland bearing date the 20th day of April, 1964, and recorded among the mortgage records of Queen Anne's County, Maryland in Liber C.W.C. No. 7 folio 455 and duly assigned to Clayton C. Carter at the foot of said mortgage, which assignment has been duly recorded at Folio 456, 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 Clayton C. Carter, assignee as aforesaid do and shall well and truly and faithfully perform the trust reposed in him as assignee 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 ale 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 Clayton C. Carter, Assignee of mortgage 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

JEAN D. HAYMAKER

CLAYTON C. CARTER (SEAL)
Assignee of mortgage

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
BY DOROTHY E. CONNOLLY
Attorney-in-Fact

WITNESS:

LILLIAN C. CALLAWAY
Ast to Surety

Corporate Seal

Security approved and Bond filed April 1, 1965

CHARLES W. CECIL, Clerk

Certified copy of Power of Attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 92, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 1st day of April in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF BOND
Filed April 23, 1965

RECEIVED FOR RECORD April 23, 1965

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter, 111 Lawyer's Row, Centreville, Maryland, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS ($2,250.00), to be paid to the State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of April in the year of our Lord 1965.

Whereas, the above bounden Clayton C. Carter, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Gladys A. Andrew to Queenstown Bank of Maryland, bearing date the 20th day of April, 1964 and recorded among the mortgage records of Queen Anne's County, Maryland, in Liber C.W.C. No. 7, Folio 455, and duly assigned to Clayton C. Carter at the foot of said mortgage, which said assignment has been duly recorded at Folio 456, and the said Clayton C. Carter, Assignee, has sold the land and premises described in said mortgage, after having heretofore furnished his bond in the penalty of Two Thousand ($2,000.00) Dollars, which was duly approved; and

WHEREAS, the proceeds of said sale were in excess of the penalty of the aforesaid Bond, so that he is, by law, required to furnish this additional Bond in the same manner as his original Bond, in order to cover the entire proceeds of said sale.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Clayton C. Carter, assignee as aforesaid, do and shall well and truly perform the trust reposed in him as assignee 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 shall be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Clayton C. Carter, Assignee of mortgage has hereto set his hand and seal and the said body corporate has caused these presents to be suly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

JEAN D. HAYMAKER

Witness to Surety:

CLAYTON C. CARTER (SEAL)
Clayton C. Carter, Assignee

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By DOROTHY E. CONNOLLY
Attorney-in-Fact

Corporate Seal

Security approved & Bond filed Approved April 23, 1965

CHARLES W. CECIL Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 93, a Bond Record Book for Queen Anne's County.

Circuit

Court

Seal

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

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed April 26, 1965

CLAYTON C. CARTER, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR
GLADY S A. ANDREW, late of Queen Anne's County, deceased	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY CHY. NO. 4686

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Clayton C. Carter, Assignee, unto your Honors, respectfully shows:

1. That Gladys A. Andrew and her late husband, by mortgage dated April 20, 1964 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 7 folio 455, the original thereof having been filed herein, granted and conveyed unto Queenstown Bank of Maryland, its successors and assigns, certain lands in said mortgage described to secure unto it the payment of a certain promissory note in the amount of $1,500.00 and the interest thereon agreed to be paid, which said mortgage contains a power of sale of the mortgaged property to be exercised by the said mortgagee, its successors or assigns, upon any default in the terms of said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal and interest payable under the terms thereof and the title to the mortgaged property having been acquired by persons unknown, without the mortgagee's written consent, upon the death of Gladys A. Andrew on August 17, 1964, said mortgagee assigned said note and mortgage to Clayton C. Carter for collection by foreclosure or otherwise, by assignment dated March 20, 1965, and the assignment of said mortgage was recorded at the foot of said mortgage in the aforementioned land record book.

3. That prior to the day of sale hereinafter mentioned, said assignee 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 Fidelity and Deposit Company of Maryland (a corporation having the authority to become sole surety on bonds of this character), as surety in the penal sum of $2,000.00, containing the conditions required by law relative to the foreclosure of mortgages under power of sale contained therein, a certified copy of said bond being filed herein.

4. That thereafter, to wit, on April 23, 1965, said assignee filed with the Clerk of this Court an additional bond, duly approved by said Clerk, given to the State of Maryland, executed by himself and Fidelity and Deposit Company of Maryland, as surety, in the additional penal sum of $2,250.00, conditioned as aforesaid, a certified copy of said bond being filed herein.

5. That before making a sale of the mortgaged property the said assignee gave not less than 20 days notice of the time, place, manner and terms of sale by advertisement 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, said notice being given at least once in each week for three successive weeks, the first such publication being not less than fifteen days prior to the day of sale and the last such publication being not more than one week prior to the sale, pursuant to Maryland Rule W74 a 2.

6. That pursuant to the advertised notice of sale, the said assignee did attend in front of the Courthouse, Centreville, Maryland, on the 22nd day of April, 1965, at 1:30 o'clock P.M. and then and there proceeded to make sale of the property so advertised, in the following manner; the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by the said assignee and the assignee then proceeded to offer at public auction at the time and place above mentioned to the highest bidder, by Joseph A. Jackson, Jr., Auctioneer, all of the real estate described in said advertisement of sale; and after said auctioneer had cried said sale for a reasonable length of time, the said assignee, in execution of the power of sale contained in said mortgage, sold the property so offered unto J. Palmer Andrew and Toni R. Andrew, his wife, they being then and there the highest bidders therefore, at and for the sum of $4,250.00.

7. That the said purchasers have complied with the terms of sale by paying unto the said assignee on the day of sale the sum of $425.00 in cash representing 10% of the purchase price of the herein mentioned property.

Respectfully submitted:

CLAYTON C. CARTER
Assignee

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 26 day of April, 1965, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, 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.

CHARLES W. CECIL
Clerk of Circuit Court

Filed April 26, 1965

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

ASSIGNEE'S SALE
OF DESIRABLE
HOUSE AND LOTS
NEAR RUTHSBURG

Default having occurred in the terms of a mortgage from Gladys A. Andrew dated April 20, 1964, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 7, folio 455, and duly assigned to Clayton C. Carter for collection by foreclosure or otherwise, the undersigned Assignee, by virtue of the power of sale contained in said mortgage, will offer at public auction in front of the Courthouse, Centreville, Maryland, on

THURSDAY, APRIL 22, 1965

At 1:30 o'clock P.M.

The following described real estate, to wit:

Parcel No. 1 - ALL that lot of land, improved by a frame dwelling house, formerly known as "School No. 4 - District No. 6-the "Damsontown School Lot", now a dwelling house property and known as "THE GLADYS A. ANDREW RESIDENTIAL PROPERTY", situate in the Sixth Election District of Queen Anne's County, Maryland, at the junction of the public road leading from Queen Anne to Ruthsburg with the public road leading from Starr, and BEGINNING at the junction of said roads and running with north side of the road to Starr

North 41 deg. 9 perches to a point opposite to and 5/10s perches from a stone; South 84 deg. east, 10.4 perches to the west side of the road leading to Ruthsburg 4/10s perches beyond a stone; thence with west side of road
S. 8½ deg. west, 10 perches; thence
S. 26½ deg. west, 9.75 perches to beginning, containing 3 Roods and 37½ Perches of land, more or less.
Being same property conveyed unto Mortgagor and late husband by Cora E. and George D. Lane by deed dated April 20, 1948, recorded in Land Liber ASG.Jr., No. 19, folio 371.

Parcel No. 2- ALL that tract of land situate in the Sixth Election District of the State and County aforesaid, and Beginning at the northeast corner of the Damsontown Schoolhouse property above described in Parcel No. 1 hereof where said corner intersects with the eastern side of the State Highway leading from Queen Anne to Ruthsburg and running thence with same
North 18 deg. east, 244 feet to the DeFord Farm; thence
North 85 deg. 45 min, west, 780 feet to middle of former county road to Starr;
South 41 deg. 30 min, east, 659 feet to southwest corner of Damsontown Schoolhouse lot; thence
North 11 deg. east, 220 feet; and thence
North 82 deg. 45 min, east, 200 feet to the beginning, containing 3-8/10ths Acres land (Three and eight-tenths Acres of land), more or less.
Being the same property conveyed unto the Mortgagor and her late husband by Katherine Jarrell Eaton and Joseph Eaton, her husband, by deed dated Aug. 24th, 1951 and recorded in Liber T.S.P. No. 2, folio 505.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described.

TERMS OF SALE: A deposit of 10% of the purchase price on the day of sale in Cash or by Certified Check, balance within ten (10) days after ratification of the sale by the Court, or the full purchase price in Cash or by Certified Check on the date of sale at the option of the Purchaser.

Taxes and all other assessments and charges will be adjusted as of the tenth (10) day after the ratification of the sale by the Court.

All transfer expenses, including documentary and recordation tax stamps, will be borne by the Purchaser.

CLAYTON C. CARTER, ASSIGNEE

Joseph A. Jackson, Jr., Auctioneer

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. April 26 ,1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE in the case of CLAYTON CARTER ASSIGNEE VS GLADYS A. ANDREW a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 22 day of April, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11 day of April 1965, and the last insertion on the 15 day of April, 1965.

THE RECORD-OBSERVER CORPORATION

By MARY L. WALTERS

Filed April 26, 1965

ORDER NISI ON SALE
Filed April 26, 1965

ORDER NISI ON SALE

Clayton C. Carter, Assignee,	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	
	)	In Equity
Gladys A. Andrew, late of	)	
Queen Anne's County, deceased	)	Cause No. 4686

ORDERED, this 26th day of April, 1965, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Assignee, be ratified and confirmed, on or after the 27th day of May, 1965, unless cause to the contrary thereof be previously shown; proveded 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 20th day of May, 1965.

The report states the amount of sales to be $4,250.00

CHARLES W. CECIL, Clerk

Filed April 26, 1965

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed May 13, 1965

ORDER NISI ON SALE
In The Circuit Court
for Queen Anne's County
In Equity

Cause No. 4686

Clayton C. Carter, Assignee,
vs.
Gladys A. Andrew, late of
Queen Anne's County, deceased

ORDERED, this 26th day of April, 1965, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Assignee, be ratified and confirmed, on or after the 27th day of May, 1965, 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 20th day of May, 1965.

The report states the amount of sales to be $4,250.00.

CHARLES W. CECIL, Clerk

Filed April 26, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. MAY 13 . 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER OF NISI in the case of CAUSE 4686
CLAYTON C. CARTER, ASSIGNEE, VS
GLADYS A. ANDEW, LATE OF
QUEEN ANNE'S COUNTY, DECEASED
a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 27 day of May 1965, and that the first insertion of said advertisement in 1965, and the last insertion on the 13 day of May, 1965.

THE RECORD-OBSERVER CORPORATION

By MARY L WALTERS

Filed May 13, 1965

AFFIDAVIT BY PURCHASER
Filed June 7, 1965

CLAYTON C. CARTER, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR
GLADYS A. ANDREW, late of Queen Anne's County, deceased	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	CHY. NO. 4686

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND

COUNTY OF TALBOT, Sct:

I HEREBY CERTIFY, that on this 4th day of June, 1965, before me. the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. Palmer Andrew and Toni R. Andrew, his wife, and made oath in due form of law as follows:

That they were not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as Principals;

That they have not directly or indirectly discourage anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

ALICE S. HARRISON
Notary Public

Notary
Public
Seal

ALICE S. HARRISON, NOTARY PUBLIC
MY COMMISSION EXPIRES 7/1/65

J PALMER ANDREW
TINI R. ANDREW
TONI R. ANDREW

Filed June 7, 1965

FINAL RATIFICATION OF SALE
Filed July 19, 1965

CLAYTON C. CARTER, ASSIGNEE	:	IN THE CIRCUIT COURT
VS.	:	FOR
GLADYS A. ANDREW, late of Queen Anne's County, deceased	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
		CHY NO. 4686

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 19th day of July, 1965, that the sale of the real estate made and reported in this cause by Clayton C. Carter, Assignee, 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 Assignee is allowed to usual commissions and such proper expenses, not personal, as he shall priduce vouchers therefor to the auditor.

THOS J. KEATING JR.
Judge

Filed July 19, 1965

PETITION
Filed Sept. 10, 1965

CLAYTON C. CARTER, Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
GLADY S A. ANDREW, Late of Queen Anne's County	IN EQUITY
	No. 4686

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Philip E. Andrew respectfully represents:

1. That your Petitioner was nominated under the will of Gladys Agnes Andrew, deceased, as Executor of her said estate and on May 26, 1965, did qualify as such Executor as per certiteed copy of Certificate of Letters filed herewith and Marked Exhibit No. 1.

2. That under said will of said Gladys Agnes Andrew, dated March 26, 1964, and codicil thereto dated August 4, 1964, and thereafter on May 26, 1965, the same was admitted to probate by the Orphans' Court for Queen Anne's County and recorded among the Will Records of said County in Liber ECW No. 2, folio 220, a certified copy of which will and codicil thereto is filed herewith and marked Exhibit No. 2,

3. That under said will and codicil thereto the said testatrix requested that Margaret, Marcella, Dorothy and Janet, be allowed in her home known as Damsontown until the twins, Margaret and Marcella, shall have graduated from high school or reached the age of eighteen years, and that said real estate of said testatrix's, known as Damsontown, is the real estate owned by the said testatrix at the time of her death and which has been sold under the mortgage foreclosed in these proceedings.

4. That the children and devisees of said Gladys Agnes Andrew are as follows, to wit: Philip E. Andrew, 46, Denton, Maryland; Katherine Marth, 53, Easton, Maryland; Lloyd J. Andrew, 49, Centreville, Maryland, Donlin Andrew 48, Centreville, Maryland; Harold Andrew 43, Centreville, Maryland, Agnes Anthony, 41, Baltimore, Maryland; Lee Andrew, 37, Easton, Maryland; Palmer Andrew, 36, Easton, Maryland.

5. That it appears that there will be a surplus in the proceeds of this mortgage sale after payment of the mortgage debt and costs of foreclosure.

6. That your Petitioner is actively administering upon the estate of said Gladys Agnes Andrew, deceased, and that a part of said surplus proceeds will be needed by your Petitioner to pay the administration costs as well as her burial expenses, and that under the provisions of Local Rule 1391 (e) your Petitioner claims said proceeds of sale.

WHEREFORE, your Petitioner prays this Honorable Court that the Auditor in stating the account in these proceedings direct the said surplus proceeds of sale be paid to your Petitioner as Executor of the estate of Gladys Agnes Andrew, deceased, so that he may disburse the same in accordance with the provisions of said testatrix's will and pay any necessary administration costs which may be due in said estate.

Respectfully submitted,

PHILIP E. ANDREW
Philip E. Andrew, Executor of the estate of Gladys Agnes Andrew, deceased

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

I Hereby Certify that on this 9th day of September, 1965, before the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Philip E. Andrew, Executor of the estate of Gladys Agnes Andrew, deceased, and made oath in due form of law that the matters and facts stated in the aforegoing Petitioner are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

BETTY M. COMEGYS
Betty M. Comegys
Notary Public

Notary
Public
Seal

Filed Sept. 10, 1965

THE STATE OF MARYLAND

MARYLAND
SEAL

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 GLADYS AGNES ANDREW, late of Queen Anne's County, deceased, were on the 26th day of May in the year of our Lord one thousand nine hundred and sixty-five granted and committed unto Philip E. Andrew the exector 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

Orphans'
Court
Seal

Seal of my office, this 8th day of September in the year of our Lort, nineteen hundred and sixty-five.

Test: DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County

EXHIBIT #2 Filed Sept. 10, 1965

I, Gladys a. andrew, being of sound and disposing mind, memory and understanding do herehy make, publish and declare this to be my Last Will and Testament, hereby revoking any and all former wills or codicils by me made.

After the payment of all my just debts and funeral expenses which are to be paid from the money I now have in the Queenstown Bank, I give and devise my wordly possessions as follows:

Unto Katherine Marth I give devise and bequeath the family Bible, my wedding ring and the Miraculous Medal which I usually wear around my neck.

Unto Maureen Marth I give and bequeath everything in my bedroom at Katherine's home.

Unto Agnes Anthony I give and bequeath the medal of "Pope John" and the rug at Katherines which belongs to me.

Unto Margaret, Marcella, Dorothy and Janet Andrew I give and bequeath my Singer Sewing Machine.

Unto R.E. Lee Andrew I give and bequeath the Service Flag from the grave of Benny and also Benny's service medals.

Unto Faith Larmore I give and bequeath the brass bed and any thing else that I shall leave in my house.

I give and bequeath uhto Philip E. Andrew whatever life insurance I have at the time of my death.

I desire that Joseph Palmer Andrew and his family to have a residence at my home until his present youngest child shall have arrived at the age of twenty-one years. At that time I hereby authorize and direct my Executors to sell said property (it being situated at Damsontown), and the proceeds therefrom shall be divided share and share alike among my eight children. If any of them should die before receiving their share it is my will that the child or children of the one so dying shall take his or her parents share. As long as the said Joseph Palmer Andrew resides on the premises, he must, of course pay the taxes and keep the property insured.

All the rest and residue of my estate, should there be any I give, devise and bequeath unto my children, share and share alike. I nominate constitute and appoint Philip E. Andrew, Sr., and H. Agnes Anthony the Executors of this my Last Willland Testament.

In testimony whereof I hereunto set my hand and seal this 26th day of March, 1964.

GLADYS AGNES ANDREW
(Gladys Agnes Andrew

Signed, sealed, published and declared by the above named testatrix, Gladys Agnes Andrew, as and for her last will and testament in the presence of us, who, at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses.

JOHN C. NORTH
(John C. North)

JOHN C. NORTH II
(John C. North II

EXHIBIT #2
Filed Sept. 10, 1965

Codicil to my Last Will and Testament

Being of sound mind, I, Gladys A. Andrew, request that Margaret C. Andrew and her four daughters (Margaret, Marcella, Dorothy and Janet) be allowed to reside at my home (known as Damsontown) until the twins, Margaret and Marcella, shall have been graduated from high school, or until they shall have reached the age of eighteen years.

August 4, 1964

GLADYS A. ANDREW

Witnesses:

MRS. CECILIA PLUMER

MR. PAUL J. PLUMER

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

On the 1st day of October A.D., 1964, came John C. North II, of Easton, Maryland, Custodian of the within and aforegoing instruments of writing purporting to be the last Will and Testament & Codicil thereto of GLADYS AGNES ANDREW late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will & Codicil of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the safe in his office where the same was filed for safekeeping on the 26th day of March A.D. 1964 and August 4th, 1964.

Sworn before

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Md.

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

On the 1st day of October, 1964, came John C. North 11, of Easton, Maryland, one of the subscribing witness to the aforegoing last Will and Testament of GLADYS AGNES ANDREW, 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 John C. North subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

TEST: DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Md.

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

On the 27th day of October, 1964, came John C. North, Esq., of Easton, Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of GLADYS AGNES ANDREW, 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 John C. North 11 subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

TEST:

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Md.

IN RE ESTATE

GLADYS AGNES ANDREW, DECEASED

IN THE ORPHANS' COURT
OF
QUEEN ANNE'S COUNTY

ORDER OF COURT

ORDERED, this 6th day of October, 1964, by the Orphans' Court of Queen Anne's County, Maryland, that Dorothy E. Connolly, Register of Wills of said County, be and she is hereby directed to examine and take the depositions of the subscribing witnesses to the paper writing, purporting to be a Codicil to the last Will and Testament of GLADYS AGNES ANDREW, late of Queen Anne's County, deceased, wherever they may be found, whether within the State of Maryland, or beyond its jurisdiction, provided that before the original Will is taken from the office of the Register of Wills, there shall first be made out a certified copy of said Codicil to said Will and filed among the records of this Court.

GORDON L. SHAWN

BENJ L. COPPAGE

Wm. ALBERT ROE
Judges of the Orphans' Court of Queen Anne's County

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

I, DOROTHY E. CONNOLLY, Register of Wills of Queen Anne's County, State of Maryland, DO CERTIFY:

THAT pursuant to an Order of the Orphans' Court of Queen Anne's County, passed on the 6yh day of October, 1964, authorizing me to take the depositions of the subscribing witnesses to the paper writing purporting to be a Codicil to the last Will and Testament of GLADYS AGNES ANDREW, late of Queen Anne's County, deceased, wherever they may be found, I proceeded to the town of Easton, Talbot County, Maryland, and there at 211 Choptank Avenue, there appeared before me Cecilia Plumer, one of the subscribing witnesses to said paper writing, and she did make oath in due form of law that she did see the Testatrix, GLADYS AGNES ANDREW, sign and seal said Cocicil; that she heard her publish, pronounce and declare the same to be a Codicil to 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 Paul J. Plumer subscribed her name as Witness to said Codicil, at the request of the Testatrix, in her presence and in the presence of each other;

I THEN proceeded to Easton High School, Oxford Road, Talbot County, Maryland, and there appeared before me Paul J. Plumer, the other suvscribing witness to the paper writing, purporting to be a Codicil to the last Will and Testament of Gladys Agnes Andrew, deceased, and he made oath in dur form of law that he did see the Testatrix, GLADYS AGNES ANDREW, sign and seal said Codicil; that he heard her publish, pronounce and declare the same to be a Codicil to her said last Will and Testament, and that at the time of her so doing she was to the best of his apprehension of sound and disposing mind, memory and understanding and that he together with Cecilia Plumer subscribed his name as witness to said Codicil at her request, in the presence of the Testatrix and in the presence of each other.

AND I FURTHER CERTIFY that before taking the original Codicil of the said Gladys Agnes Andrew, deceased, from the office of the Register of Wills, I first made out

a certified copy of said Codicil and filed the same among the records of my said office - in accordance with the law.

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's Co.

Signatures of Witnesses:

CECILIA PLUMER
Cecilia Plumer

PAUL J. PLUMER
Paul J. Plumer

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

The aforegoing Instruments of Writing, purporting to be the last Will and Testament and Codicil thereto of GLADYS AGNES ANDREW 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 Instruments of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 26th day of May, A.D., 1965, that the same be admitted in this Court as the true and genuine last Will and Testament & Codicil thereto of the said GLADYS AGNES ANDREW, deceased,

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Md.

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 GLADYS AGNES ANDREW, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on May 26th, 1965 and recorded in Liber E.C.W. No. 2 Folio 220, 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 8th day of September 1965.

Orphans' Court Seal

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

Filed Sept. 10, 1965

REPORT OF AUDITOR
Filed Sept. 10, 1965

CLAYTON C. CARTER, Assignee

vs.

GLADYS A. ANDREW, Late of Queen Anne's County

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4686

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 Clayton C. Carter, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land); and it appears that the proceeds of the sale are more than sufficient to pay the costs of these proceedings and the mortgage foreclosed herein. The surplus proceeds of sale were directed to be paid to Philip E. Andrew, Executor of the last will and testament of Gladys Agnes Andrew, deceased, under the provisions of Local Rule 1391(e) for the Second Judicial Circuit of Maryland and his Petition, Affidavit and Exhibits.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report of sale filed in this cause, and is allowed thereafter, the following expenses, to wit: court costs, bond premium, costs of publishing the notice of sale and the order nisi of sale, the auctioneer's charges for crying sale, the vendor's fee for his services and his commissions for making said sale, vendor's share of fire insurance premium, the costs of recording the assignment of mortgage, the fee of your auditor, the payment of the mortgage debt, interest and attorney's commissions provided in the note secured by said mortgage, and the surplus proceeds were directed to be paid to the Executor under the will of said decedent.

Respectfully submitted,

J THOMAS CLARK
Auditor

September 10, 1965

Cause No. 4686

The proceeds of the sale of real estate reported in this cause,

in account with Clayton C. Carter, Assignee, of the mortgage foreclosed in these proceedings, (and vendor of said land)

Cr.

1965
Apr. 22 By proceeds of the sale of land, per report of vendor, to wit:--- $4,250.00

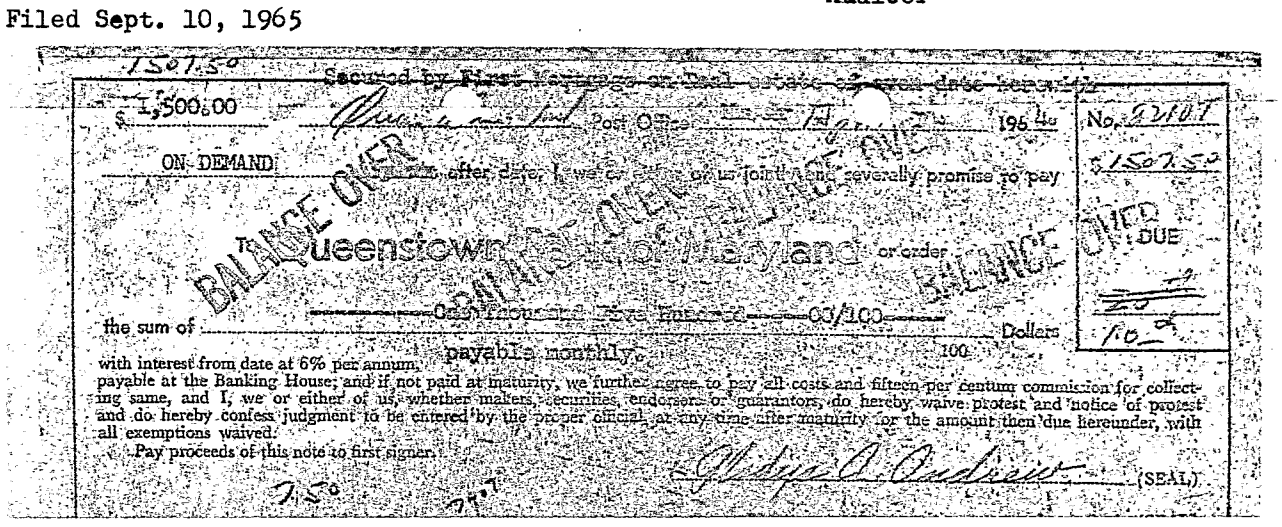
Dr.

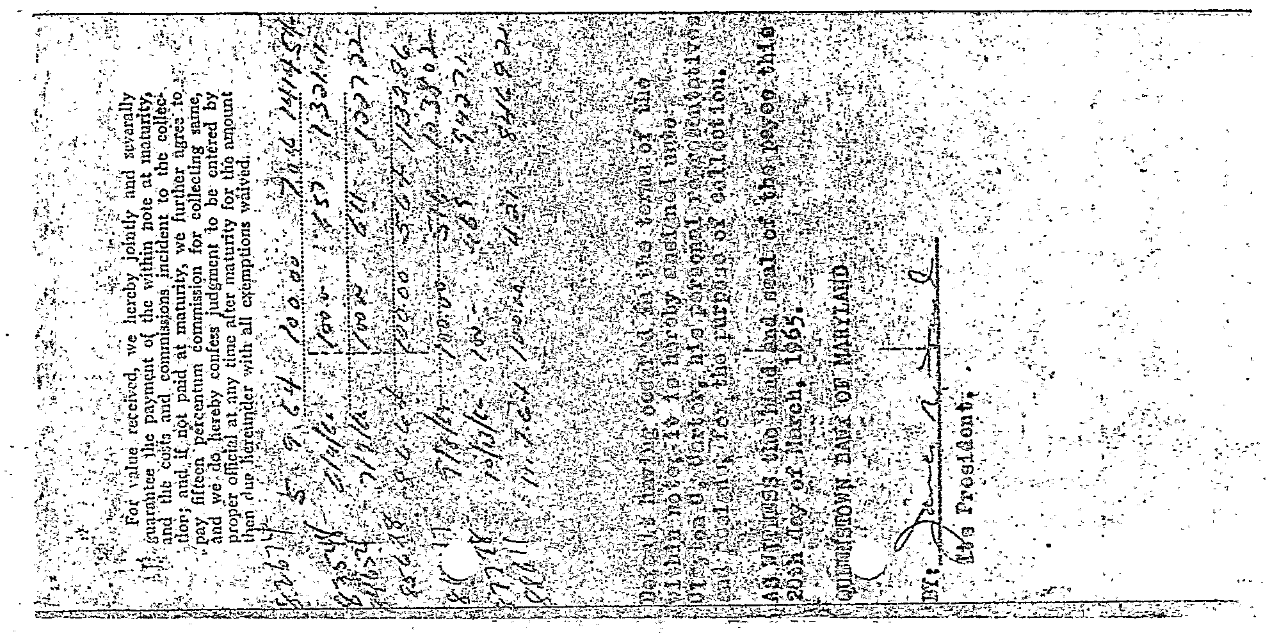
To Clayton C. Carter, Assignee,(and vendor) per terms of mortgage, as folows, to wit: 1-His fee for his services----------$ 50.00 2-His commissions for making sale, to wit:-362.50		$412.50
To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs, per receipt exhibited, to wit:----------		15.00
To do., for amounts due Charles W. Cecil, Clerk, for additional court costs, per statement exhibited, to wit: 1-Costs of Charles W.Cecil, Clerk --------$ 23.85 2-Costs of Register of Wills of Queen Anne's County ---------- 12.25 3-Appearance fee of Clayton C. Carter----- 10.00		46.10
To do., for amount paid Dorothy E. Connolly, Agent, for the premium on the original corporate surety bond and additional corporate surety bond filed in this cause, per receipts exhibited, to wit:----------		18.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For publishing Notice of Sale --------- $ 95.00 2-For publishing Order Nisi of Sale------ 14.00		99.00
To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per statement exhibited, to wit:----------		25.00
To do., for an amount paid J.H.E. Legg, Agent for the bendor's share of the fire insurance premium on the real estate sold in this cause, per settlement statement, to wit:----------		8.00
To do., for an amount paid Charles W. Cecil, Clerk, for the costs of recording Assignment of Mortgage, per receipt exhibited, to wit:------		.75
To J. Thomas Clark, Auditor, for stating this cause, the sum of ----------		$ 45.00
To Clayton C. Carter, Assignee, as payment in full of the mortgage debt on the mortgage foreclosed in these proceedings, per statement of debt, in the sum of $860.26 and interest from March 30, 1965, to 60 days beyond the date of sale, in the sum of $11.90, plus attorney's commissions as provided by said note at the rate of 15% or the sum of $129.04, said note being filed herewith as Exhibit Nol, to wit:----------		1,001.20
To Philip E. Andrew, Executor of the last will and testament of Gladys Agnes Andrew, deceased, the balance or surplus proceeds of sale, to wit:	2,579.45 $4,250.00	$4,250.00

September 10, 1965

J THOMAS CLARK
Auditor

Filed Sept. 10, 1965


1507.50
Secured by First Mortgage on Real Estate of even date herewith
$ 1,500.00 Queenstown Md. Dec. 8th 1964
No. 22107
$1507.50
ON DEMAND after date, I, we or either of us, jointly and severally promise to pay
BALANCE OVER
PAID DUE
The Queenstown Bank of Maryland or order
the sum of Fifteen Hundred & 00/100 Dollars
BALANCE
payable monthly.
with interest from date at 6% per annum,
payable at the Banking House; and if not paid at maturity, we further agree to pay all costs and fifteen 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.
Pay proceeds of this note to first signer.
Philip E. Andrew (SEAL)



CERTIFICATE OF NOTICES MAILED
Sept. 10, 1965

CLAYTON C. CARTER, Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
GLADY S A. ANDREW, Late of Queen Anne's County	IN EQUITY
	No. 4686

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certified that on September 10, 1965, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Clayton G. Carter
Lawyers Row
Centreville, Maryland
Philip E. Andrew
Denton, Maryland

Queenstown Bank of Maryland
Queenstown, Maryland

Katherine Marth
Easton, Maryland

Agnes Anthony
c/o Philip E. Andrew
Denton, Maryland

Margaret C. Andrew
Easton, Maryland

Dorothy Andrew
Easton, Maryland

Lloyd J. Andrew
Centreville, Maryland

Donlin Andrew
Centreville, Maryland

Harold Andrew
Centreville, Maryland

Lee Amdrew
Easton, Maryland

Palmer Andrew
Easton, Maryland

Margaret Andrew
Easton, Maryland

Marcella Andrew
Easton, Maryland

Janet Andrew
Easton, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on September 10, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed September 27, 1965, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on September 28, 1965.

J THOMAS CLARK
Auditor

Filed Sept. 10, 1965

NISI RATIFICATION OF AUDIT
Filed Sept. 10, 1965

NISI RATIFICATION OF AUDIT

Clayton C. Carter, Assignee)
VS.)
Gladys A. Andrew, late of)
Queen Anne's County, deceased)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4686

ORDERED, this 10th. day of September, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th. day of September, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Sept. 10, 1965

FINAL RATIFICATION OF AUSIT
Filed Sept. 28, 1965

Clayton C. Carter, Assignee
vs.
Gladys A. Andrew, late of
Queen Anne's County, deceased

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

Chy. No. 4686

FINAL RATIFICATION OF AUDIT

ORDERED, this 28th. day of September, 1965, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shwon by certificate filed by the Auditor; and Clayton C. Carter, Assignee, is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be recorved.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Sept. 28, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Fourth day of December in the year nineteen hundred and sixty-four, the following BILL OF COMPLAINT was filed for record, to wit:

MADELING POORE and ARTHUR POORE, her husband, Linwood, Pennsylvania; GLADYS WALLACE and CHARLES WALLACE, her husband, Newark, Delaware; ESTER E. WELLER, widow, Marydel, Maryland; FLOYD STAFFORD and GRACE STAFFORD, his wife, Millington, Maryland; WOODROW STAFFORD, widower, Sudlersville, Maryland; LINWOOD STAFFORD, divorced man, Millington, Maryland; and DOROTHY BOYLES and ALBERT BOYLES, her husband, Sudlersville, Maryland
Complainants

vs.

BEATRICE BENNETT and CLIFTON L. BENNETT, Trustee of Lonnie T. Bennett, a mentally ill person, her husband, both of Dagsboro, Delaware
Defendants

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

No. 4669

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That the said Madeline Poore, Gladys Wallace, Ester E. Weller, Floyd Stafford, Woodrow Stafford, Linwood Stafford, Dorothy Boyles and Beatrice Bennett are the owners, each of a one-eighth undivided interest as tenants in common in fee simple, subject nevertheless to the respective spouses' rights of dower, in the following described real estate, to wit:

All those three parcels or tracts of land situate, lying and being in the Seventh Election District of Queen Anne's County, in the State of Maryland; Parcel No. 1 being on the East side of public road leading from Stevens Corner to the public road leading from Hackett Corner to the High Bridge Road and on the South side of land of the Baltimore and Eastern Railroad Company; Parcel No. 2 being on the East side of the aforesaid road and on the South side of the road leading from Hackett Corner to High Bridge Road and on the North side of the Baltimore and Eastern Railroad Company land; Parcel No. 3, a "wood lot", being on the West side of the public road leading from Millington to Blanco Road, and known as "High Bridge Road". The said three parcels or tracts of land being described by the following metes and bounds, courses and distances, to wit:

Parcel No. 1 - Beginning at a point in the center line of the public road leading from Stevens Corner to the Hackett Corner-High Bridge Road, and being the westernmost corner of land of Edward G. Pinder, the said point being South 77 degrees and 37 minutes West of, and 25.0 feet from a stone; thence running by and with the center line of the public road leading from Stevens Corner to the Hackett Corner-High Bridge Road, North 16 degrees 09 minutes West 1979.05 feet to a point in the Southern right-of-way line of land of the Baltimore and Eastern Railroad Company; thence by and with the Southern right-of-way line of land of the said Baltimore and Eastern Railroad Company, North 13 degrees 23 minutes East 1329.44 feet to a point of curve in the said right-of-way line; thence by the same, and by and with a chord of the said curve, North 15 degrees 13 minutes East 190.0 feet to an iron pipe, and being the westernmost corner of land of Edward P. Appenzeller; thence by and with the West line of land of the said Edward P. Appenzeller, South 39 degrees 2 minutes East 2779.45 feet to an iron pipe in the West line of land of Edward G. Pinder; thence by and with land of the said Edward G. Pinder, the following two courses and distances: 1. South 30 degrees 41 minutes West 1172.53 feet to an iron pipe. No. 2: South 77 degrees 37 minutes West 982.04 feet through and over a stone to the center line of the public road leading from Stevens Corner to the Hackett Corner-High Bridge Road, the place of beginning. Containing 89.976 Acres.

Pagcel No. 2 - Beginning at a point in the center line of the public road leading from Hackett Corner to High Bridge Road, said point being North 43 degrees 03 minutes West of, and 25.0 feet from an iron pipe, said point being the Northwest corner of land of a Mr. Fabrizzio; thence running by and with the West line of land of the said Mr. Fabrizzio, through and over the aforesaid iron pipe, South 43 degrees 03 minutes East 90.41 feet to an iron pipe in the Northern right-of-way line of land of the Baltimore and Eastern Railroad Company; thence by and with the North line of land of the said Railroad Company, South 37 degrees 2 minutes West 156.0 feet to a point of curve; thence by and with the said curve of land of the said Railroad Company, the following seven courses and distances: 1. South 35 degrees 09 minutes West 200.0 feet; 2. South 31 degrees 23 minutes West 200.0 feet; 3. South 27 degrees 37 minutes West 200.0 feet; 4. South 23 degrees 51 minutes West 200.0 feet; 5. South 20 degrees 05 minutes West 200.0 feet; 6. South 16 degrees 19 minutes West 200.0 feet; 7. South 13 degrees 54 minutes West 55.6 feet to a point of tangent; thence continuing with the Northern right-of-way line of the said Railroad Company, South 13 degrees 23 minutes West 1209.83 feet to a point in the center line of the public road leading from Stevens Corner to the Hackett Cor-

ner-High Bridge Road, said point being South 13 degrees 23 minutes West of, and 50.72 feet from an iron pipe; thence by and with the center line of the said road leading from Stevens Corner to the Hackett Corner-High Bridge Road, North 16 degrees 09 minutes West 1135.92 feet to a point in the center line of the Hackett Corner-High Bridge Road; thence by and with the center line of the said road leading from Hackett Corner to High Bridge Road, North 39 degrees 32 minutes East 1821.35 feet to a point, the place of beginning. Containing 15.94 Acres.

Parcel No. 3 - A "wood lot"- Beginning at a point in the center line of the public road known as "High Bridge Road" leading from Millington to Blanco Road, and being the Northeast corner of the farm land of Edward G. Pinder, said point being North 69 degrees 12 minutes East of, and 25.0 feet from an iron pipe; thence by and with land of the said Edward G. Pinder, through and over the said iron pipe, South 69 degrees 12 minutes West 982.06 feet to an iron pipe; thence by the same, North 61 degrees 29 minutes West 306.97 feet to an iron pipe, and being a corner of land of Edward P. Appenzeller; thence by and with land of the said Edward P. Appenzeller, North 48 degrees 08 minutes East 1197.68 feet to a point in the center line of the said High Bridge Road, said point being North 48 degrees 08 minutes East of, and 35.0 feet from an iron pipe, said point also being South 48 degrees 08 minutes West of, and 32.5 feet from a stone on the East side of the said road; thence by and with the center line of the said High Bridge Road leading from Millington to Blanco Road, South 26 degrees 21 minutes 30 seconds East 666.43 feet to a point, the place of beginning. Containing 11.452 Acres, as per Certificate of Survey made by Shew and Bartlett, Engineers, dated August 3, 1964, and filed herewith and marked "Complainant's Exhibit No. 1".

BEING the same and all the land devised to Raymond R. Stafford, deceased, the father of the said Madeling Poore, Gladys Wallace, Ester E. Weller, Gloyd Stafford, Woodrow Stafford, Linwood Stafford, Dorothy Boyles and Beatrice Bennett, by the last will and testament of Mary E. Stafford, deceased, being duly admitted to probate in the Orphans' Court of Queen Anne's County aforesaid and recorded among the Will Records of said Queen Anne's County on November 12, 1929, in Liber W.T.B. No. 3, folio 246, a copy of which is filed herewith and marked "Complainant's Exhibit No. 2"; and which upon the death of said Raymond R. Stafford, during the year 1945, who died intestate, descended as to Madeline Poore, Gladys Wallace, Ester E. Weller, Gloyd Stafford, Woodrow Stafford, Linwood Stafford, Dorothy Boyles and Beatrice Bennett, as tenants in common as to a two-thirds interest and the other one-third interest descended to his wife, Clara B.Stafford, a copy of the First and Final Administration Account and Distribution made thereunder of Clara B. Stafford, administratrix of the estate of Raymond R. Stafford, late of Queen Anne's County, deceased, being filed and passed by the Orphans' Court on May 1, 1945, and recorded in the Record Book of Administration Accounts in said office in Liber N.S.D. No. 2, folio 397, is filed herewith and marked "Complainant's Exhibit No. 3"; and which one-third interest, which previously had descended to Clara B. Stafford, widow of Raymond R. Stafford, did, upon the death of the said Clara B. Stafford, who died intestate, descend unto the said Madeline Poore, Gladys Wallace, Ester E. Weller, Floyd Stafford, Woodrow Stafford, Linwood Stafford, Dorothy Boyles and Beatrice Bennett, the said Clara B. Stafford having died intestate during the year 1963, a copy of the First and Final Administration Account in said Clara B. Stafford's Personal Estate, being filed and passed by the Orphans' Court for Queen Anne's County on April 28, 1964, and being recorded among the Administration Accounts in said Court in Liber E.C.W. No. 2, folio 226, is filed herewith and marked "Complainant's Exhibit No. 4".

2. That the said Madeline Poore is married to Arthur Poore and they reside at Linwood, Pennsylvania.

3. That the said Gladys Wallace is married to Charles Wallace and they reside at Newark, Delaware.

4. That the said Ester E. Weller is a widow and she resides at Marydel, Maryland.

5. That the said Floyd Stafford is married to Grace Stafford and they reside at Millington, Maryland.

6. That the said Woodrow Stafford is a widower and he resides at Sudlersville, Maryland.

7. That the said Linwood Stafford is a divorced man and he resides at Millington, Maryland.

8. That the said Dorothy Boyles is married to Albert Boyles and they reside at Sudlersville, Maryland.

9. That the said Beatrice Bennett is married to Lonnie T. Bennett, who is a mentally ill person, who has so been declared in the Court of Chancery of the State of Delaware in and for Sussex County on October 22, 1964, under a proceedings filed therein, whereby said Cliffton L. Bennett has been appointed as his Trustee, a certified copy of which proceedings, including the qualification of said Trustee, are filed herewith and marked "Complainant's Exhibit No. 5". The said Beatrice Bennett and Cliffton L. Bennett both reside in Dagsboro, Delaware.

10. That the said parcels of land hereinabove described cannot be divided without material loss or injury to the parties owning the same, and your Complainants are advised that they are entitled to have said real estate sold under a decree of this Court and a division of the moneys arising from such sale be had among the parties entitled thereto according to their respective rights and interests, after the payment of the costs of sale and of these proceedings.

11. That the said Complainants have entered into a contract of sale of said land with Louis S. Welty, dated October 24, 1963, at and for the purchase price of $35,000.00, less a 6% real estate broker's commission of $2,100.00

to Herbert A. Willis for bringing about said sale, said Contract's sale price includes the interest of the Defendants, a copy of which Contract of Sale being attached hereto and marked "Complainant's Exhibit No. 6".

12. That the ratification of said Contract of Sale would be to the interest and advantage of all parties to this cause since the property cannot be divided without material loss or interest.

TO THE END THEREFORE:

(a) That the lot or premises, with the improvements thereon, as hereinabove described, may be sold under a decree of this Court for the purpose of partition of the proceeds of sale among the parties entitled thereto according to their respective rights and interests therein under the direction of this Court.

(b) That the Contract of Sale hereinbefore mentioned be confirmed and ratified by this Honorable Court.

(c) That a trustee be appointed by this Honorable Court to convey said lands unto Louis S. Welty, vendee, his heirs and assigns, in fee simple, after payment in full of the purchase price, by a good and sufficient deed, free, clear and discharged of and from all right, title, interest or estate of all parties to said Bill of Complaint, or of those claiming by, from or under them or any of them.

(d) That said Trustee be vested with the power and authority to collect and receive said purchase price and bring the same into this Honorable Court for distribution under its order and direction.

(e) That your Orators may have such other and further relief as their cause may require.

And as in duty bound, etc.

J THOMAS CLARK
J. Thomas Clark
Solicitor for Complainants
114 North Commerce Street
Centreville, Maryland
Phone: 758-1392

Filed Dec. 4, 1964

COMPLAINANT'S EXHIBIT NO. 1
CERTIFICATE OF SURVEY
Filed Dec. 4, 1964

R. C. SHEW, PRESIDENT
W.D. BARTLETT, SECY-TREAS.

CIVIL
MECHANICAL
CONSTRUCTION
SURVEYS
SANITARY
CONSULTING

SHEW AND BARTLETT
ENGINEERS

Hacks Point Beach
Earleville, Maryland
Phone Cecilton-Crestwood
5-4891

CERTIFICATE OF SURVEY

We hereby certify that we have surveyed for Dr. Louis S. Welty and Georgine S. Welty, his wife, all those three parcels or tracts of land situate, lying and being in the Seventh Election District of Queen Anne's County, in the State of Maryland; Parcel No. 1 being on the East side of public road leading from Stevens Corner to the public road leading from Hackett Corner to the High Bridge Road and on the South side of land of the Baltimore and Eastern Railroad Company; Parcel No. 2 being on the East side of the aforesaid road and on the South side of the road leading from Hackett Corner to High Bridge Road and on the North side of the Baltimore and Eastern Railroad Company land; Parcel No. 3, a "wood lot", being on the West side of the public road leading from Millington to Blanco Road, and known as "High Bridge Road". The said three parcels or tracts of land being described by the following metes and bounds, courses and distances, to wit:

Parcel No. 1 - Beginning at a point in the center line of the public road leading from Stevens Corner to the Hackett Corner-High Bridge Road, and being the westernmost corner of land of Edward G. Pinder, the said point being South seventy seven degrees and thirty seven minutes West (S-77-37W) of, and twenty five (25.0) feet from a stone; thence running by and with the center line of the public road leading from Stevens Corner to the Hackett Corner-High Bridge Road, North sixteen degrees and nine minutes West (N16-09 W) one thousand nine hundred seventy nine and five one-hundredths (1979.05) feet to a point in the Southern right-of-way line of land of the Baltimore and Eastern Railroad Company; thence by and with the Southern right-of-way line of land of the said Baltimore and Eastern Railroad Company, North thirteen degrees and twenty three minutes East (N-13-23 E) one thousand three hundred twenty nine and forty four one-hundredths (1329.44) feet to a point of curve in the said right-of-way line; thence by the same, and by and with a chord of the said curve, North fifteen degrees and thirteen minutes East (N 15-13 E) one hundred ninety (190.0) feet to an iron pipe, and being the westernmost corner of land of Edward P. Appenzeller; thence by and with the West line of land of the said Edward P. Appenzeller, South thirty nine degrees and two minutes East (S 39-02 E) two thousand seven hundred seventy nine and forty five one-hundredths (2779.45) feet to an iron pipe in the West line of land of Edward G. Pinder; thence by and with land of the said Edward G. Pinder, the following two courses and distances: 1. South thirty degrees and forty one minutes West (S 30-41 W) one thousand one hundred seventy two and fifty three one-hundredths (1172.53) feet to an iron pipe. No. 2: South seventy seven degrees and thirty seven minutes West (S 77-37W) nine hundred

eighty two and four one-hundredths (982.04) feet through and over a stone to the center line of the public road leading from Stevens Corner to the Hackett Corner-High Bridge Road, the place of beginning. Containing eighty nine and nine hundred seventy six one-thousandths (89.976) Acres.

Parcel No. 2 - Beginning at a point in the center line of the public road leading from Hackett Corner to High Bridge Road, said point being North forty three degrees and three minutes West (N 43-03 W) of, and twenty five (25.0) feet from an iron pipe said point being the Northwest corner of land of a Mr. Fabrizzio; thence running by and with the West line of land of the said Mr. Fabrizzio, through and over the aforesaid iron pipe, South forty three degrees and three minutes East (S 43-03 E) ninety and forty one one-hundredith (90.41) feet to and iron pipe in the Northern right-of-way line of land of the Baltimore and Eastern Railroad Company; thence by and with the North line of land of the said Railroad Company, South thirty seven degrees and two minutes West (S 37-02 W) one hundred fifty six (156.0) feet to a point of curve; thence by and with the said curve of land of the said Railroad Company, the following seven courses and distances: 1. South thirty five degrees and nine minutes West (S 35-09 W) two hundred (200.0) feet; 2. South thirty one degrees and twenty three minutes West (S 31-23 W) two hundred (200.0) feet; 3. South twenty seven degrees and thirty seven minutes West (S 27-37 W) two hundred (200.0) feet; 4. South twenty three degrees and fifty one minutes West (S 23-51 W) two hundred (200.0) feet; 5. South twenty degrees and five minutes West (S 20-05 W) two hundred (200.0) feet; 6. South sixteen degrees and nineteen minutes West (s 16-19 W) two hundred (200.0) feet; 7. South thirteen degrees and fifty four minutes West (S 13-54 W) fifty five and six tenths (55.6) feet to a point of tangent; thence continuing with the Northern right-of-way line of the said Railroad Company, South thirteen degrees and twenty three minutes West (S 13-23 W) one thousand two hundred nine and eighty three one-hundredths (1209.83) feet to a point in the center line of the public road leading from Stevens Corner to the Hackett Corner-High Bridge Road, said point being South thirteen degrees and twenty three minutes West (S 13-23 W) of, and fifty and seventy two one-hundredths (50.72) feet from an iron pipe; thence by and with the center line of the said road leading from Stevens Corner to the Hackett Corner-High Bridge Road, North sixteen degrees and nine minutes West (N 16-09 W) one thousand one hundred thirty five and ninety two one-hundredths (1135.92) feet to a point in the center line of the Hackett Corner-High Bridge Road; thence by and with the center line of the said road leading from Hackett Corner to High Bridge Road, North thirty nine degrees and thirty two minutes East (N 39-32 E) one thousand eight hundred twenty one and thirty five one-hundredths (1821.35) feet to a point, the place of beginning. Containing fifteen and ninety four one-hundredths (15.94) Acres.

Parcel No. 3 - A "wood lot" - Beginning at a point in the center line of the public road known as "High Bridge Road" leading from Millington to Blanco Road, and being the Northeast corner of the farm land of Edward G. Pinder, said point being North sixty nine degrees and twelve minutes East (N 69-12 E) of, and twenty five (25.0) feet from an iron pipe; thence by and with land of the said Edward G. Pinder, through and over the said iron pipe, South sixty nine degrees and twelve minutes West (S 69-12 W) nine hundred eighty two and six one-hundredths (982.06) feet to an iron pipe; thence by the same, North sixty one degrees and twenty nine minutes West (N 61-29 W) three hundred six and ninety seven one-hundredths (306.97) feet to an iron pipe, and being a corner of land of Edward P. Appenzeller; thence by and with land of the said Edward P. Appenzeller, North forty eight degrees and eight minutes East (N 48-08 E) one thousand one hundred ninety seven and sixty eight one-hundredths (1197.68) feet to a point in the center line of the said High Bridge Road, said point being North forty eight degrees and eight minutes East (N 48-08 E) of, and thirty five (35.0) feet from an iron pipe, said point also being South forty eight degrees and eight minutes West (S 48-08 W) of, and thirty two and five tenths (32.5) feet from a stone on the East side of the said road; thence by and with the center line of the said High Bridge Road leading from Millington to Blanco Road, South twenty six degrees twenty one minutes and thirty seconds East (S 26-21-30 E) six hundred sixty six and forty three one hundredths (666.43) feet to a point, the place of beginning. Containing eleven and four hundred fifty two one-thousandth (11.452) Acres.

Being all and the same land conveyed to the heirs of Raymond Stafford and or the Estate of Clara Stafford. For Will reference see Liber W.T.B. No. 3, folio 246, a Will Record Book for Queen Anne's County.

August 3, 1964

RCS:hb

SHEW & BARTLETT
SHEW & BARTLETT
Engr. Reg. 1676

Filed Dec. 4, 1964

COMPLAINANT'S EXHIBIT NO. 2
Filed Dec. 4, 1964

In the name of God so be it.
I Mary E. Stafford of Queen Annes County, in The State of Maryland, being sick and weak in body, but of sound and disposing mind, memory and understanding, and being desirous to settle my wordly affairs, and thereby be the better prepared to leave this world when it shall please God to call me hence, do therefore make and publish this, my last will and testament, in manner and form following, that is to say;

First and principally, I commit my sol into the hands of Almighty God, and my body to the earth, to be decently buried at the discretion of my executor hereinafter named;

After my just debts and funeral charges are paid including two dollars to each of the witnesses to this will, I devise and bequeath as follows.

I devise and bequeath all my estate both real and personal, of whatever nature or

wherever located, to my son Raymond R. Stafford in fee simple.

I do hereby constitute and appoint my son Raymond R. Stafford to be sale executor of this, my last will and testament, revoking and annulling all former wills by me heretofore made, notifying and confirming this and none other, to be my last will and testament.

In testimony whereof, I hereunto set my hand and seal, this 2nd day of May in the year 1928.

MARY E STAFFORD (SEAL)

Signed, sealed, published and declared by the above named Mary E. Stafford as and for her last will and testament, in our presence, who, at her request in her presence, and in presence of each other, have hereto set our hands as witnesses hereto.

JAMES T. KNOTTS

G W STEVENS

PROBATE OF WILL

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

On the 12th day of November A.D., 1929 came James T. Knotts, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Mary E. Stafford 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 Mary E. Stafford on or about 2nd day of May, A.D., 1928

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 19th day of November, 1929 came Jas. T. Knotts and G. W. Stevens of Queen Anne's County, State of Maryland subscribing witnesses to the aforegoing last Will and Testament of Mary E. Stafford late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; that they subscribed their names, as witnesses, to said Will, at her request in her presence and in the presence of each other.

Sworn in open Court,
Test:

WILLIAM T. BISHOP
Register of Wills of Queen Anne's County, Md.

ORDER OF COURT ADMITTING WILL TO PROBATE

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

The aforegoing-Instrument of Writing, purporting to be the last Will and Testament of MARY E. STAFFORD 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 November A.D., 1929, that the same be admitted in this Court as the true and genuine last Will and Testament of the said MARY E. STAFFORD, deceased.

HENRY C. BOWEN.

CLAYTON T. CANN

W HOPPER GIBSON
Judges of the Orphans' Court for Queen Anne's County

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the Last Will and Testament of MARY E. STAFFORD, late of Queen Anne's County, deceased, together with the probate thereof as filed and passed in this office on November 12th, 1929 and recorded in Liber W.T.B. No. 3 Folio 246 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 27th day of November 1964

Orphans' Court Seal

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

Filed Dec. 4, 1964

COMPLAINANT'S EXHIBIT NO. 3
Filed Dec. 4, 1964

IN RE ESTATE OF
RAYMOND R. STAFFORD,
DECEASED.

IN THE ORPHANS' COURT
OF
QUEEN ANNE'S COUNTY

THE FIRST AND FINAL ADMINISTRATION ACCOUNT AND DISTRIBUTION MADE THEREUNDER OF CLARA B. STAFFORD, ADMINISTRATRIX OF THE ESTATE OF RAYMOND R. STAFFORD, LATE OF QUEEN ANNE'S COUNTY, DECEASED:

****

This accountant charges herself with the personal estate of the decedent, as follows, to wit:

1. With the Inventory of Personal Property filed and passed on the 3rd day of October, 1944, to wit:	$1,854.00	
Less the appraised value of wheat, which was appraised in error, due to the fact that the same was kept for feed	75.00	$ 1,779.00
2. With the Inventory of Cash filed and passed in this office, on the 3rd day of October, 1944, to wit:		220.00
3. With the Additional Inventory of Personal Property filed and passed in this Office on the 14th day of November, 1944, to wit:		93.25
4. With the Additional Inventory of Cash filed and passed in this office on the day of May, 1945, to wit:		58.67
5. With the amount received from A.A.A. check, to wit:		56.00
6. With the income from sale of milk, produce and other farm products, to wit:		1,172.31
TOTAL ASSETS IN THIS ESTATE		$ 3,379.23

AND this accountant craves allowance for the following payments and disbursements, to wit:

1. For cash paid Edward Fellows, funeral director, for funeral expenses of the decedent, per receipt, to wit:		$ 423.00
2. For cash paid T. Sorden Pippin, Treasurer, for taxes, to cover check for same given by the decedent and not cashed by Treasurer before decedent's death, per receipt, to wit:		54.26
3. For cash paid T. Sorden Pippin, Treasurer, for taxes on cars, per receipts, to wit:		3.47
4. For cash paid Julian Leager for his claim filed against decedent, allowed by Court	Note 250.15 Interest 6.25	256.40
5. For cash paid Roger A. Davis for Armour Fertilizer Works note, allowed by Court, per receipt, to wit:	Note $ 79.40 Interest 2.38	81.78
6. For cash paid G.R. Heather for his claim filed against decedent, allowed by Court, per receipt, to wit:		10.56
7. For cash paid Paul W. Phillips for his claim filed against decedent, allowed by Court, per receipt, to wit:		26.96
8. For cash paid Dr.C.H. Metcalfe for medical services rendered the decedent in his last illness, per receipt, to wit:		15.00
9. For cash paid Maryland Casualty Company, bond premium, per receipt, to wit:		10.00
10. For cash paid Queen Anne's Record-Observer, for publishing Notice to Creditors, per receipt, to wit:		5.00
11. For cash paid C.M. Melvin, Jr., for notary fees, per receipt, to wit:		1.00
12. For cash paid Floyd Stafford, for wages from Sept. 12th, 1944, to May 1, 1945, at the rate of $40.00 per month, per receipt, to wit:		310.00
13. For cash paid Federal Farm Loan Association, for amount due and owing by decedent, at the time of his death, per receipt, to wit:		93.87

14. For cash paid for farm expenses, tractor gas, oil, ice, feed for stock, etc, per receipts, to wit:---------- 406.72

15. For cash paid Edward E. Coursey, Register of Wills, for his costs and expenses incident to the administration of this estate, per receipt, to wit: and including 8 releases ---------- 50.60

16. For cash paid Clara B. Stafford, her widows allowance, allowed by law, per receipt, to wit:---------- 75.00

17. AND for commissions allowed this accountant, 10% on the total value of personal estate or the sum of------$337.92
LESS 1% tax due the State of Maryland on the total sum of $3,379.23, or the sum of 33.79 — 33.79
Leaving this net amount of commissions retained by this accountant ---------- 304.13

TOTAL PAYMENTS AND DISBURSEMENTS IN THIS ESTATE ***** $ 2,161.63

SUMMARY

Total amount of assets in this estate ---------- $3,379.23
Total amount of disbursements in this estate----- 2,161.63
1,217.60
Less 1% Direct Inheritance Tax due the State of Maryland on the appraised clear value of the Real Estate ($3,600.00) or the sum of---------- 36.00
AMOUNT TO BE DISTRIBUTED ---------- $1,181.60

The aforegoing amount of $1,181.60 is hereby distributed in accordance with Section 129 of Article 93 - Flack's Annotated Code of the Public General Laws of Maryland, to wit:

1/3 of the aforegoing balance of $1,181.60 unto Clara B. Stafford, widow of the deceased ---------- $ 393.87 — $ 393.87
Less 1% Direct Inheritance Tax paid the State of Maryland, per receipt, to wit:---------- 3.94

The balance of $787.73 is hereby distributed among the eight surviving children of the decedent, and is not subject to Direct Inheritance Tax under Section 111, of Article 87 - 1943 Supplement:

Unto Madeline Poore, daughter of decedent ----------	$ 98.47	
Unto Beatrice Bennett, daughter of decedent ----------	98.47	
Unto Floyd Stafford, son of decedent ----------	98.47	
Unto Woodrow Stafford, son of decedent ----------	98.47	
Unto Linwood Stafford, son of decedent ----------	98.47	
Unto Esther Weller, daughter of decedent ----------	98.46	
Unto Dorothy Boyles, daughter of decedent ----------	98.46	
Unto Gladys Stafford, daughter of decedent ----------	98.46	$ 787.73

TOTAL amount distributed ---------- $ 1,181.60

Respectfully submitted,

CLARA B. STAFFORD
Administratrix

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

On this 1st day of May, 1945, before me, the subscriber, the Register of Wills of Queen Anne's County, personally appeared Clara B. Stafford, administratrix of the estate of Raymond R. Stafford, deceased, and made oath in due form of law that the within and aforegoing FIRST AND FINAL ADMINISTRATION ACCOUNT AND THE DISTRIBUTION made thereunder is just and true as therein stated to the best of her knowledge and belief and that she has bona fide paid or secured the payment thereof of the various sums for which she therein claims an allowance.

EDWARD E. COURSEY
Register of Wills.

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

1st day of May, A.D., 1945 The aforegoing Account of Administration was duly examined and passed by the Court and hereby ordered to be recorded.

H. F. CALLAHAN

C. TILGHMAN BISHOP

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

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of First and Final Administration Account and Distribution made thereunder of Clara B. Stafford, administratrix of the estate of RAYMOND R. STAFFORD, late of Queen Anne's County, deceased as filed and

passed in this office on May 1st, 1945 and recorded in Liber N.S.D. No. 2 Folio 397, etc. in Record Book of ADMINISTRATION ACCOUNTS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 27th day of November 1964.

Orphans' Court Seal

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

Filed Dec. 4, 1964

COMPLAINANT'S EXHIBIT NO. 4
Filed Dec. 4, 1964

IN THE MATTER OF THE ESTATE OF CLARA B. STAFFORD, DECEASED	* * * *	IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY NO. 3660

****

FIRST AND FINAL ADMINISTRATION ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The First and Final Administration Account of Floyd Stafford and Woodrow Stafford, Administrators of the Estate of Clara B. Stafford, deceased, unto Your Honors respectfully submits:

The Administrators charge themselves with the following items, to wit:

1. With the Inventory of Cash, to wit:		$ 344.00
2. With proceeds from Equitable Life Insurance Company on policy of life insurance on life of the deceased		125.00
3. With amount of Inventory of Personal Property as filed and passed in this estate, to wit:		627.50
4. With gain on sale of Personal Property as reported in this estate		181.40
5. With money received from Choptank Cooperative as refund on deposit		3.09
6. With money received from New Castle Insurance Company as refund on fire insurance unused premium		57.11
TOTAL ESTATE TO BE ACCOUNTED FOR		$1,338.10

The Administrators crave allowance for the following disbursements, to wit:

1. To Edward Fellows, Funeral Director, per order of Court, to wit:		925.65
2. To G.G. Garner for monument, per order of Court		309.00
3. To E. Clyde Walls, Register of Wills, administration costs, to wit:		64.25
4. To Floyd Stafford and Woodrow Stafford, their commissions on said estate, at the rate of 10% of $1,338.10, which is	$133.81	
Less tax on said commissions at the rate of 1% of the same, the sum of, to wit:	13.38	120.43
5. To E. Clyde Walls, Register of Wills of Queen Anne's County, tax on commissions at the rate of 1% on $1,338.10, the sum of, to wit:		13.38
6. To Queen Anne's Record-Observer for Notice to Creditors, to wit:		18.00
7. To Dorothy E. Connolly, Agent, for the premium on the corporate surety bond of said accountants		20.00
8. To Royden N. Powell, Treasurer, for State and County taxes for the year 1963 and the first six months of the year 1964		$ 276.89
9. To Millington Mills, per its claim filed		58.88
10. To E.S. Valliant & Sons, Inc., per its claim filed		120.94
11. To Herbert A. Willis, Appraiser		20.00
12. To J. Price Johnson, Appraiser		20.00
TOTAL AMOUNT DISBURSED		$1,967.42

RECAPITULATION

TOTAL Assets in this estate, as above set forth---------- $1,338.10
TOTAL Disbursements in this estate, as above set forth---------- 1,967.42
Deficiency in personal estate has been paid by the said Administrators, and that any and all liens by reason of said deficiency are hereby waived, total deficiency being ---------- $ 629.32

These accountants have collected from the respective heirs their respective shares of the State of Maryland direct Inheritance Tax, the same being paid to the Registered of Wills as per Receipt No. 2228, and is arrived at as follows:

Total assessed value of real estate ---------- $11,666.67
Less deficiency of personal estate---------- 629.32

Total taxable estate @ 1%---------- $ 1,037.35

and the sum paid to Register of Wills being $110.37

Respectfully submitted,

FLOYD STAFFORD
Floyd Stafford

WOODROW STAFFORD
Woodrow Stafford
Administrators

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

On this 27th day of April, 1964, personally appeared before me, the subscriber, Register of Wills of the State of Maryland, in and for Queen Anne's County, Floyd Stafford and Woodrow Stafford, Administrators of the Estate of Clara B. Stafford, deceased, and made oath in due form of law that the within and aforegoing FIRST AND FINAL ADMINISTRATION ACCOUNT is just and true as stated, and that they have bona fide paid or secured to be paid the several sums for which they therein crave an allowance.

E. CLYDE WALLS
Register of Wills

ORDER OF COURT

The aforegoing First and Final Administration Account of Floyd Stafford and Woodrow Stafford, Administrators of the Estate of Clara B. Stafford, deceased, having been duly examined, it is this 28th day of April, 1964, ORDERED by the Orphans' Court of Queen Anne's County, that the same be passed and recorded.

GORDON L. SHAWN

BENJ L. COPPAGE

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 First and Final Administration Account of Floyd Stafford and Woodrow Stafford, administrators of the estate of CLARA B. STAFFORD, late of Queen Anne's County, deceased as filed and passed in this office on April 28th, 1964 and recorded in Liber E.C.W. No. 2 Folio 226, etc. in Record Book of ADMINISTRATION ACCOUNTS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 27th day of November 1964.

Orphans' Court Seal

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

Filed Dec. 4, 1964

COMPLAINANT'S EXHABIT NO. 5
Filed Dec. 4, 1964

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY

STATE OF DELAWARE,)
SUSSEX COUNTY) ss.

I, James E. Murray Register in Chancery of the State of Delaware, in and for Sussex County, do hereby certify that the above and foregoing paper or instrument of writing, attached hereto is a true and correct copy of Petition for Appointment of a Trustee and Order in the matter of Lonnie T. Bennett a mentally ill Person

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Georgetown, this 23rd day of October A.D., 1964

Court's Seal

JAMES E. MERNAY
Register in Chancery.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR SUSSEX COUNTY

In the matter of
LONNIE T. BENNETT
A Mentally Ill Person

PETITION FOR APPOINTMENT OF
A TRUSTEE

The petition of Beatrice Clara Bennett and Clifton Lonnie Bennet, of Dagsboro, Baltimore Hundred, Sussex County and State of Delaware, respectfully represent:

1. The permanent address of the said mentally ill person is shown on Exhibit B, attached hereto.

2. The said mentally ill person is now an inmate of the Delaware State Hospital at Farnhurst, under treatment for mental illness and was admitted as a patient to the said Delaware State Hospital on the certificate of two physicians, as required by law, and that by reason of his mental illness, the said mentally ill person is unable to govern himself or to manage his estate, as appears by the affidavit of Dr. Kurt Anstreicher, Acting Superintendent of the said Hospital, which affidavit is attached hereto as Exhibit A and made a part hereof by reference.

3. That your petitioners are the wife and only child respectively of the said Lonnie T. Bennett, the mentally ill person, and in case of the death of the said Lonnie T. Bennett, your petitioners, in the absence of a will, would be the persons entitled to his estate.

4. That the said mentally ill person is possessed of property as listed on Exhibit B attached hereto.

5. That the said mentally ill person is liable for debts as listed on Exhibit B attached hereto.

6. That the said mentally ill person has no trustee to take charge of him and manage his estate.

WHEREFORE, your petitioners pray that this Honorable Court appoint some suitable person as trustee for the said mentally ill person to take charge of him and manage his estate, without the issuance of a writ de lunatico inquirendo.

BEATRICE CLARA BENNETT
Beatrice Clara Bennett

CLIFTON LONNIE BENNETT
Clifton Lonnie Bennett

MEYER ABLEMAN
Solicitor for Petitioners

STATE OF DELAWARE
: SS.
COUNTY OF SUSSEX

BE IT REMEMBERED that on this Twenty-second day of October, A. D. 1964, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Beatrice Clara Bennett and Clifton Lonnie Bennett, the above named petitioners, known to me personally to be such, and being duly sworn according to law, depose and say that the facts contained in said petition are true and correct to the best of their knowledge and belief.

BEATRICE C. BENNETT

CLIFTON L. BENNETT

SWORN to and SUBSCRIBED before me the day and year aforesaid.

GLADYS H. DERRICKSON
Notary Public

We, Beatrice Clara Bennett and Clifton Lonnie Bennett, wife and son respectively of the said Lonnie T. Bennett, described in the foregoing petition, and adult parties in interest in the estate of the said Lonnie T. Bennett, do hereby concur in the statements contained in said petition, and do consent that the prayer of said petition be granted, and that a Trustee be appointed to take charge of the said Lonnie T. Bennett, and manage his estate; and hereby waive the notice provided in Rule 103 of the Rules of the Court of Chancery.

BEATRICE C. BENNETT

CLIFTON LONNIE BENNETT

In the matter of
LONNIE T. BENNETT

An Incompetent Person

STATE OF DELAWARE
: SS.
NEW CASTLE COUNTY

BE IT REMEMBERED, that on this fourteenth day of October, A.D. 1964, personally came before me, the Subscriber, a Notary Public for the State of Delaware, in and for New Castle County, Dr. Kurt Anstreicher, Acting Superintendent of the Delaware State Hospital at Farnhurst, who being by me duly sworn according to law, deposes and says that Mr. Lonnie T. Bennett, of Dagsboro Hundred, Sussex County, Delaware, Post Office Address: Dagsboro, Delaware, R.F.D., was committed to the Delaware State Hospital at Farnhurst, on the seventh day of November, A.D. 1962, in accordance with the law; that the said Mr. Lonnie T. Bennett, at the time of his committment was and now is suffering from a form of mental illness known as Chromic Brain Yndeme emctated will CNS Lner. and that by reason thereof is unfit to govern himself or to manage his estate.

That because of the type of mental illness from which the said Mr. Lonnie T. Bennett is suffering, his recovery, while possible, is not probable in the immediate future.

DR. KURT ANSTREICHER
Acting Superintendent, Delaware
State Hospital at Farnhurst

SWORN to and SUBSCRIBED before me the day and year aforesaid.

NAOMI L. WIRT
Notary Public

EXHIBIT A

1. Permanent address of mentally ill person:

R. F. D.
Dagsboro, Delaware

2. Property of mentally ill person

Real Property

Land with improvements held by mentally ill person and his wife, Beatrice Clara Bennett, as tenants by the entireties, located in Baltimore Hundred, Sussex County, Delaware, on the State Highway, leading from Clarksbille to Orange Lane, approximately 116 acres, with improvements, assessed at $12,700.00; $12,700.00

Personal Property

A 1955 Pick-up Truck - Chevrolet	$ 100.00
A ½ interest in a 1950 Chevrolet Dump Truck -	50.00

3. Debts of mentally ill person:

Judgment of Farmers Bank of the State of Delaware, Dagsboro Branch, against Clifton Lonnie Bennett, Lonnie T. Bennett and Beatrice C. Bennett, Superior Court of the State of Delaware, No. 479 to September Term, Judgment Docket 1961 B, Page 50, Debt: $1746.00, entered November 7, 1961 -	1,746.00

EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY

In the matter of
LONNIE T. BENNETT
A Mentally Ill Person

ORDER APPOINTING A TRUSTEE

AND NOW, to wit, this 22nd day of October, 1964, the foregoing petition for the appointment of a trustee without the issuance of a writ de lunatico inquirendo having been presented and duly considered by the Court, and proof having been made to the Court that the only adult persons interested in this application concur therein;

AND IT APPEARING from said petition that the said Lonnie T. Bennett was at the time of said application and still is an inmate of Delaware State Hospital at Farnhurst, under treatment for mental illness, and is incapable of the management of his estate, and that he is possessed of certain property, real and personal, as listed in the foregoing petition, and is without a trustee to take charge of him and manage his estate, upon motion, of Meyer Ableman, Esquire, Solicitor for the said petitioners:

IT IS ORDERED BY THE COURT that CLIFTON L. BENNETT of Dagsboro, Sussex County and State of Delaware, be and he is hereby appointed Trustee to take charge of the said Lonnie T. Bennett and manage his estate, first giving bond to the State of Delaware, in the penal sum of ONE THOUSAND Dollars, for the faithful performance of his duties as such Trustee, and FLOYD WEST of Frankford and FLOYD HUSTON of Dagsboro are hereby approved as surity.

IT IS FURTHER ORDERED that the following be, and they are hereby appointed appraisers of the Estate: CHARLES LEON WEST, of Sussex County and State of Delaware, and ELWOOD MARVEL, of Sussex County and State of Delaware.

IT IS FURTHER ORDERED that the trustee, as required by the Rules of this Court, and as often at other times as the Court shall direct, shall make a just and true account of this estate before this Court, and

IT IS FURTHER ORDERED that upon qualification of the said Trustee, he is hereby directed to pay the costs of these proceedings.

COLLIN J SATZ
Chancellor

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY

STATE OF DELAWARE,)
(ss.
SUSSEX COUNTY)

I, James E. Murray Register in Chancery of the State of Delaware, in and for Sussex County, do hereby certify that the above and foregoing paper or instrument of writing, attached hereto is a true and correct copy of Bond of Trustee, in the matter of Lonnie T. Bennett, a mentally ill person.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Georgetown, this 10th day of November A.D., 1964

JAMES E. MURRAY
Register in Chancery.

Court's
Seal

KNOW ALL MEN BY THESE PRESENTS, that we, CLIFTON LONNIE BENNETT of Dagsboro, Sussex County and State of Delaware, and FLOYD WEST, of Frankford, Delaware, and Floyd Hudson, of Dagsboro, Delaware, are held and firmly bound unto the State of Delaware, in the penal sum of One Thousand and ---- 00/100 Dollars, ($1,000.00), lawful money of the United States of America, to be paid to the said State of Delaware, to which payment well and truly to be made, we bind ourselves jointly and severally and our respective heirs, administrators and executors, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of October, in the year of our Lord one thousand nine hundred and sixty-four.

THE CONDITION OF THIS OBLIGATION IS SUCH: that if the above bounden CLIFTON LONNIE BENNETT, WHO WAS ON THE 22ND DAY OF October, A.D. 1964, appointed by the Court of Chancery, of the State of Delaware, Trustee to take charge of Lonnie T. Bennett, a mentally ill person, and manage his estate, and shall at least once in every two years from the date hereof, and as often at other times as the Court shall direct, make before the Court a just and true account of all and singular the profits of the estate that shall come to his hands, custody and possession, and shall carefully perform and keep the orders and direction of the Court touching or concerning the said Lonnie T. Bennett and his estate, and shall, when ordered by the Court, produce before the Court or before a Master appointed by the Court, any and all investment securities in his possession belonging to the said trust estate, and shall do whatever is necessary for the care, preservation and increase of the estate of the said Lonnie T. Bennett, and further in case of the recovery of the said Lonnie T. Bennett, shall deliver and pay over to him, or in case of his decease, shall deliver and pay to his heirs and personal representatives, all the balance of the estate of the said Lonnie T. Bennett, real and personal, after deducting such just allowances as the Court shall authorize, and shall in all things faithfully discharge his duty as Trustee for the said Lonnie T. Bennett, then this obligation to be void or else in full force and virtue.

IN WITNESS WHEREOF, the said Clifton Lonnie Bennett, Floyd West and Floyd Hudson have hereunto set their hands and seals this day of October, A.D. 1964.

Signed, Sealed and
Delivered in the
Presence of

NORMAN GENE HUDSON

CLIFTON LONNIE BENNETT (SEAL)

FLOYD C. WEST (SEAL)

FLOYD EDGAR HUDSON (SEAL)

Filed Dec. 4, 1964

COMPLAINANT'S EXHIBIT NO 6
Filed Dec. 4, 1964

THIS CONTRACT OF SALE, made this 24 day of October, 1963, by and between MADELINE POORE and ARTHUR POORE, her husband, of Linwood, Pennsylvania, BEATRICE BENNETT and LONNIE BENNETT, her husband, of Dagsboro, Delaware, GLADYS WALLACE and CHARLES WALLACE, her husband, of Newar,, Delaware, ESTER E. WELLER, widow, of Marydel, Maryland, FLOYD STAFFORD and GRACE STAFFORD, his wife, WOODROW STAFFORD, widower, LINWOOD STAFFORD, divorced man, and DOROTHY BOYLES and ALBERT BOYLES, her husband, all of Queen Anne's County, State of Maryland, parties of the first par, hereinafter referred to as Vendors; and LOUIS S. WELTY, of Talbot County, State of Maryland, party of the second part, hereinafter referred to as Vendee;

WITNESSETH:

1. The Vendors do agree to sell unto the Vendee and the Vendee does agree to purchase from the Vendors, the following described property, to wit:

ALL those two tracts or parcels of land situate in the Seventh Election District of Queen Anne's County, in the State of Maryland, called respectively, Mary E. Stafford Farm, and Mary E. Stafford Woodland, containing in the aggregate 101 acres, 1 rood, 32 perches, more or less, and described as follows:

BEGINNING for the first at a stone by the side of the road leading from Sudlersville road to Templeville, and adjoining the land of Simon Kane and running North 68 3/4 degrees East 49 perches; thence North 46 3/4 degrees East 10.4 perches to a division line; thence with division line South 40 3/4 degrees East, to line adjoining lands of William Seegar 160 perches; thence with said line South 26 degrees West, 62 perches to a stone; thence South 73 degrees West, 59 perches to aforesaid road; thence with said road North 20½ degrees West, 184.6 perches to PLACE OF BEGINNING, containing 91 acres and 22 perches of land, more or less.

AND BEGINNING for the second thereof at a stone in the raod leading from Millington to Andover Branch; thence South 29¼ degrees East, 36.4 perches to a stone; thence South 65½ degrees West, 59.2 perches to a stone at line adjoining land of William Seegar; thence with said line North 68 degrees West, 19 perches to a stake; thence North 43½ degrees East, to a stake; thence North 66 degrees East, 11.4 perches to PLACE OF BEGINNING, containing 10 acres, 1 rood and 10 perches of land, more or less.

EXCEPTING AND RESERVING therefrom all that lot of ground, containing 1.72 acres more or less, which by deed dated January 2, 1869, and recorded among the Land Records of said county in Liber J.W. No. 6, page 176, was conveyed by Bennett A. Pratt and wife to Queen Anne's and Kent Railroad, leaving as a residue, conveyed by this mortgage 99 acres and 117 perches more or less.

For title reference see Last Will and Testament of Mary E. Stafford recorded among the Will Records for Queen Anne's County in Liber W.T.B. No. 3, page 246.

BEING the same lands which upon the death of Raymond R. Stafford on September 12, 1944, descended as to a two-thirds interest unto said Vendors as his children and heirs at law, the other one-third interest at that time descended to Clara B . Stafford, his widow, who died intestate on October 21, 1963, and her one-third interest descended unto said Vendors as her sole heirs at law.

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.

2. The aforesaid tracts or parcels of land are to be conveyed by the Vendors unto the Vendee by a special warranty deed in form usual and customary form for deeds of conveyance in Queen Anne's County, Maryland, which said deed shall convey unto said Vendee a good merchantable fee simple title to said lands, free, and clear of all defects, liens and encumbrances (except as to publicly recorded rights of way and easements); and for such deed and conveyance the Vendee covenants and agrees to pay unto the Vendors the sum of Thirty-five Thousand Dollars ($35,000.00) of which the sum of Three Thousand Five Hundred Dollars ($3,500.00) has been paid upon the execution of this contract of sale, the receipt whereof is hereby acknowledged, said down payment to be held by Herbert A. Willis as agent for said Vendors in Welty sale, in a special account at The Sudlersville Bank of Maryland. Upon date of final settlement, as hereinafter set forth, the balance of Thirty-one Thousand Five Hundred Dollars ($31,500.00) is to be paid by the Vendee unto the Vendors in cash or by certified check.

3. The property is sold free of encumbrances, and title is to be a good merchantable fee simple one.

The Vendee hereby agrees to have said title to the real estate sold herein promptly searched and examined and if title to said property shall by the Vendee's attorney be deemed defective, the Vendee shall notify the Vendors of such defect within two months from the date of these presents, and the Vendors shall have a reasonable time to remove such title defects. In the event the Vendors shall not be able to remove such title defects within a reasonable time, then any payments made under this Agreement shall thereupon be refunded by Herbert A. Willis, agent, to the Vendee, all obligations of the parties hereto shall terminate, and this agreement shall be deemed void without further liability to either or any of the parties hereto.

In the event legal action is necessary to perfect the title, such action must be taken by the Vendors promptly at their own expense, whereupon the herein specified for final settlement by the Vendee will thereby be extended for the period necessary for such prompt action.

The deed shall be delivered and the consideration paid at the office of J. Thomas Clark, Attorney at Law, Centreville, Queen Anne's County, Maryland, on or before the 29th day of April, 1964, or at such other time and place as may be mutually agreed upon by and between the parties hereto.

4. The Vendors shall be entitled to any and all crops which shall mature and be harvested during the year 1963, and shall pay all State and County Taxes and other assessments for the year 1963. Vendee to pay taxes thereafter.

5. The Vendee for the remainder of the year 1963 shall have the rights of an incoming tenant and shall be given possession of the premises on January 1, 1964. In the event the title to said real estate shall be deemed defective and such defect is not removed by the Vendor as herein provided, then the Vendee shall forthwith deliver up possession of said premises, but shall have the right to harvest any and all crops he may have planted and growing thereon.

The Vendee shall have the right to make any and all improvements to said premises which he may deem advisable after he obtains full possession, and such improvement shall be at the sole expense of said Vendee.

6. The Vendee does agree to pay all costs of title examination, preparation of deed or other conveyance, notary fees and recording costs. The cost of State, County and Federal recordation or revenue stamps, shall be paid by the Veneee.

7. The Vendors do agree to have the policy or policies of insurance endorsed to the benefit of the Vendee as his interest shall appear, and in the event of any loss substained during the term of these presents shall be paid and turned over to the Vendee on date of final settlement, and if said sale shall not be consumated then the same shall be turned over to said Vendors. Fire insurance to be adjusted as of date of possession.

8. Nothing herein contained shall deny the Vendee the right to assign his rights and obligations hereunder prior to settlement, and in the event of such assignment, the Vendors do agree, at final settlement, to convey said property by deed as aforesaid unto any assignee or assignees of said Vendee.

9. Said Vendors make no warranties of any kind as to the present or future zoning of said lands, nor shall the zoning hereof to any particular classification be considered a condition precedent to settlement hereunder.

10. In the event that said Vendee fails to perform any of the Vendee's agreements herein as set forth, on his part to be performed, all payments made hereunder by the Vendee shall be declared forfeited and retained by the Vendors as liquidated damages for the breach of this contract, and the Vendee released from all further liablitites hereunder.

11. The Vendors hereby agree that Herbert A. Willis, Real Estate Broker, was the sole procuring agent in obtaining a buyer as recited herein and agree to pay him for his services six per cent (6%) of the total sale price recited in these presents.

This agreement contains the final and entire agreement between the parties hereto and shall inure to the benefit of the respective heirs, personal representatives, administrators and assigns of the parties hereto.

It is further covenanted and agreed that the time hereinbefore mentioned shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written, the same being executed in duplicate originals.

WITNESS:

FOSTER S. WILLIS	MADELINE POORE Madeline Poore	(SEAL)
FOSTER S. WILLIS	ARTHUR POORE Arthur Poore	(SEAL)
	Beatrice Bennett	(SEAL)
	Lonnie Bennett	(SEAL)
H. WILLIS	GLADYS WALLACE Gladys Wallace	(SEAL)
H. WILLIS	CHARLES E. WALLACE Charles Wallace	(SEAL)
H. WILLIS	ESTHER E WELLER Esther E. Weller	(SEAL)
H. WILLIS	FLOYD STAFFORD Floyd Stafford	(SEAL)
H. WILLIS	GRACE STAFFORD Grace Stafford	(SEAL)
H. WILLIS	WOODROW STAFFORD Woodrow Stafford	(SEAL)
H. WILLIS	LINWOOD STAFFORD Linwood Stafford	(SEAL)
H. WILLIS	DOROTHY BOYLES Dorothy Boyles	(SEAL)
H. WILLIS	ALBERT BOYLES Albert Boyles	(SEAL)
H. WILLIS	LOUIS S WELTY Louis S. Welty	(SEAL)

Filed Dec. 4, 1964

ORDER OF PUBLICATION
Filed Dec. 4, 1964

MADELINE POORE, et. al. IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

BEATRICE BENNETT, et.al. IN EQUITY No. 4669

ORDER OF PUBLICATION

The object of these proceedings is to procure a decree for the sale of certain real estate situate, lying and being in Queen Anne's County, State of Maryland, which is owned by Madeline Poore, Gladys Wallace, Ester E. Weller, Floyd Stafford, Woodrow Stafford, Dorothy Boyles, Linwood Stafford and Beatrice Bennett, in fee simple, as tenants in common, subject to the reapective dower interests of the parties' respective spouses and which land is not susceptible to partition, and to divide the proceeds thereof among those entitled thereto.

The Bill recites that the aforesaid owners each own and undivided one-eighth interest as tenants in common in the following described real estate, to wit: All those three pardels or tracts of land situate, lying and being in the Seventh Election District of Queen Anne's County, in the State of Maryland; Parcel No. 1 being on the East side of public road leading from Stevens Corner to the public road leading from Hackett Corner to the High Bridge Road and on the South side of land of the Baltimore and Eastern Railroad Company and containing 89.976 acres; Parcel No. 2 being on the East side of the aforesaid road and on the South side of the road leading from Hackett Corner to H igh Bridge Road and on the North side of the Baltimore and Eastern Railroad Company land and containing 15.94 acres; Parcel No. 3, a "wood lot", being on the West side of the public road leading from Millington to Blanco Road, and known as "High Bridge Road", and containing 11.452, as per Certificate of Survey made by Shew and Bartlett, Engineers, dated August 3, 1964. And being the same land which descended to said owners, as tenants in common, as to a two-thirds interest, upon the death of their father, Raymond R. Stafford, intestate, during the year 1945, and the other one-third interest vested in their mother, Clara B. Stafford, upon her said husband's death, and which one-third interest vested in said owners, as thenants in common, upon the death of their said mother, Clara B. Stafford, intestate, during the year 1963.

That the said Madeline Poore is married to Arthur Poore and they reside at Linwood, Pennsylvania; that the said Gladys Wallace is married to Charles Wallace a d they reside at Newark, Delaware; that the said Ester E. Weller is a widow and she resides at Marydel, Maryland; that the said Floyd Stafford is married to Grace Stafford and they reside at Millington, Maryland; that the said Woodrow Stafford is a widower and he resides at Sudlersville, Maryland; that the said Linwood Stafford is a divorced man and he resides at Millington, Maryland; that the said Dorothy Boyles is married to Albert Boyles and they reside at Sudlersville, Maryland; That the said Beatrice Bennett is married to Lonnie T. Bennett, who has been declared a mentally ill person, in the Court of Chancery of the State of Delaware in and for Sussex County on October 22, 1964, wherein Cliffton L. Bennett, a defendant, has been appointed Trustee of said mentally ill person and has qualified as such.

That the said parcels of land above described cannot be divided without material loss or injury to the parties owning the same and that the Complainants are advised that they are entitled to have said real estate sold under a decree of this Court and a division of the moneys arising from such sale be had among the parties entitled thereto according to their respective rights and interests, after payment of costs of sale and of these proceedings.

That the Complainants have entered into a contract of the sale of said land with Louis S. Welty, dated October 24, 1963, at and for the purchase price of $35,000.00, less a 6% real estate broker's commission of $2,100.00 to Herbert A. Willis for bringing about said sale, said Contract's sale price includes the interest of the defendants.

Ratification of said Contract of Sale would be to the interest and advantage of all parties to this cause since the property cannot be divided without material loss or interest.

The Bill of Complaint prays that the aforesaid lands be sold under a decree of the Circuit Court for Queen Anne's County, In Equity, and the proceeds distributed to the parties entitled thereto under the direction of said Court; that the aforementioned Contract of Sale be confirmed and ratified; that a Trustee be appointed to convey said lands to the purchaser upon payment of the purchase price; and that the Trustee be empowered to collect the purchase money and distribute the same under the direction of said Court.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 4th. day of December, 1964, 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 in each of four successive weeks before the 7th. day of January, 1965, shall give notice unto the Defendants, Beatrice Bennett and Cliffton L. Bennett, Trustee of Lonnie T. Bennett, a mentally ill person, her husband, non-residents of the State of Maryland, of the substance and object of the Bill of Complaint, and direct them to appear in the Circuit Court for Queen Anne's County, In Equity, in person or by solicitor, on or before the 8th. day of January, 1965, to show cause, if any they have, why a decree ought not be passed as prayed.

CHARLES W. CECIL
Charles W. Cecil
Clerk of the Circuit Court
for Queen Anne's County
In Equity

Filed Dec. 4, 1964

ANSWER
Filed Dec. 7, 1964

MADELINE POORE, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

BEATRICE BENNETT, et.al. — In Equity Nol 4669

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Beatrice Bennett and Cliffton L. Bennett, Trustee of Lonnie T. Bennett, a mentally ill person, by Vachel A. Downes, Jr., their attorney, to the Bill of Compalint filed against them in cause, say:

1. They admit the allegations of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 19, 11 and 12.

Respectfully submitted,

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
115 Lawyers Row
Centreville, Maryland
Phone: 758-0680

I HEREBY ACKNOWLEDGE receipt of a copy of the aforegoing Answer this 7 day of December, 1964

J THOMAS CLARK
Attorney for Complainants

Filed Dec. 7, 1964

AFFIDAVIT OF PERSONAL SERVICE OF
ORDER OF PUBLICATION
Filed Dec. 9, 1964

MADELINE POORE, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

BEATRICE BENNETT, et. al. — IN EQUITY No. 4669

* * * * * * * * * * *

AFFIDAVIT OF PERSONAL SERVICE OF ORDER OF PUBLICATION

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

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public of the State and County aforesaid, on this 8th day of December, 1964, I, J. Thomas Clark, served a certified copy of the Order of Publication issued in a cause entitled "Madeline Poore, et. al. vs. Beatrice Bennett, et. al., "being Chancery Cause No. 4669, pending in the Circuit Court for Queen Anne's County, In Equity on Cliffton L. Bennett, Trustee of Lonnie T. Bennett, a mentally ill person, by reading a copy of the same to him and leaving a copy of the Order of Publication at 114 North Commerce Street, Centreville, Maryland, this 7th day of December, 1964.

AS WITNESS my hand and official seal.

Notary
Public
Seal

BETTY M. COMEGYS
Notary Public

J THOMAS CLARK
Signature of person making
oath

Filed Dec. 9, 1964

AFFIDAVIT OF PERSONAL SERVICE OF
ORDER OF PUBLICATION
Filed Dec. 9, 1964

MADELINE POORE, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

BEATRICE BENNETT, et. al. — IN EQUITY No. 4669

* * * * * * * * * * *

AFFIDAVIT OF PERSONAL SERVICE OF ORDER OF PUBLICATION

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

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public, of the State and County aforesaid, on this 8th day of December, 1964, I, J. Thomas Clark, served a certified copy of the Order of Publication issued in a

cause entitled "Madeline Poore, et. al. vs. Beatrice Bennett, et. al.," being Chancery Cause No. 4669, pending in the Circuit Court for Queen Anne's County, In Equity, on BEATRICE BENNETT, BY teading a copy of the same to her and leaving a copy of the Order of Publication at 114 North Commerce Street, Centreville, Maryland, this 7th day of December, 1964.

AS WITNESS my hand and official seal.

Notary
Public
Seal

BETTY M. COMEGYS
Notary Public

J Thomas Clark
Signature of person making
oath

Filed Dec. 9, 1964

WAIVER
Filed Dec. 9, 1964

MADELINE POORE, et. al.

vs.

BEATRICE BENNETT, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

In Equity No. 4669

WAIVER

The undersigned, Vachel A. Downes, Jr., Attorney for Defendants, in the above entitled cause, does hereby waive his right to any and all formal written notice of the taking of testimony or deposition by the plaintiff and other witnesses as may be prescribed under the General Rules of Practive and Procedure.

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Attorney for Defendants
115 Lawyers Row
Centreville, Maryland
Phone: 758-0680

Filed Dec. 9, 1964

TESTIMONY & EXAMINER'S
Filed Dec. 9, 1964

MADELINE POORE, et. al.

vs.

BEATRICE BENNETT , et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY no. 4669

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Solicitor for the Complainant, did, at the office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Monday, December 7, 1964, at 1:30 o'clock P.M., after swearing the witnesses and the stenographer, proceed 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 irregular or unusual circumstances in the taking of said testimonh or in the conduct of the proceedings. Vachel A. Downes, Jr., Solicitor for Defendants, was present but did not desire to examine any of the witnesses.

B. HACKETT TURNER
B. Hackett Turner
Examiner

Filed Dec. 9, 1964

The first witness, upon being duly sworn, did depose and say:

Questions by B. Hackett Turner, Examiner:

Q: Please state your name, age, occupation and residence.

A: My name is Beatrice Bennett. Dagsboro, Delaware, is my address. I am 61 years old doday. I am a farmer and chicken raiser.

Q: Will you state whether or not there is any other litigation pending between you and the Plaintiffs in this cause?

A: No.

Questions by Mr. Clark:

Q: Mrs. Bennett, are you one of the Defendants along with Cliffton L. Bennett, Trustee of Lonnie T. Bennett, a mentally ill person, your husband?

A: Yes.

Q: What ralationship are Madeline Poore, Gladys Wallace, Ester E. Weller, Floyd Stafford, Woodrow Stafford, Linwood Stafford and Dorothy Boyles to you?

A: They are brothers and sisters to me.

Q: To whom is Madeline Poore married?

A: Arthur Poore.

Q: Where do they reside?

A: 1597 Chichester Road, Linwood, Pennsylvania.

Q: To whom is Gladys Wallace married?

A: Charles Wallace.

Q: What is their address?

A: Their address at present is Crumpton, Maryland.

Q: What is the marital status of Ester E. Weller?

A: Her husband is dead.

Q: She is a widow?

A: Yes sir.

Q: What is her address?

A: Sudlersville, Maryland.

Q: To whom is Floyd Stafford married?

A: Grace Stafford.

Q: Where do they reside?

A: Millington, Maryland.

Q: To whom is Woodrwo Stafford married?

A: His wife is dead.

Q: What is his address?

A: Sudlersville, Maryland.

Q: To whom is Linwood Stafford married?

A: His address is Millington, Maryland, and he is divorced.

Q: What is the name of Dorothy Boyles' husband?

A: Albert Boyles.

Q: Where do they reside?

A: Sudlersville, Maryland.

Q: Will you state whether or not you and your brothers and sisters own a farm, in fee simple, situate in the Seventh Election District of Queen Anne's County, Maryland, on the East side of the public road leading from Stevens Corner to the public road leading from Hackett's Corner to the High Bridge Road and on the South side of the land of the Baltimore and Eastern Railroad Company?

A: Yes.

Q: Was this farm commonly known as being situate on the Stevens School House Road?

A: Yes.

Q: How many parcels does it consist of?

A: Where the house is, is one parcel and the piece by the railroad is the second parcel and the third parcel is the woods.

Q: How many acres in the whole thing?

A: About 116 acres.

Q: Who originally owned this land prior to the death of your father?

A: My father, Raymond R. Stafford, owned this land, he having inherited it from his mother, Mary E. Stafford, by her last will and testament.

Q: I show you this will and ask you to identify it?

A: Yes, this is a photostatic copy of my grandmother's will in which my father inherited this farm from her.

Mr. Clerk: I offer into evidence this will to be marked Exhibit No. 1 to this testimony, which is Complainant's Exhibit No. 2 to the Bill of Complainant.

Q: When did your grandmother die, to your knowledge?

A: During the year 1929.

Q: When did your father, Raymond R. Stafford die?

A: During the latter part of the year 1944.

Q: At the time of your father's death, did he die with or without a will?

A: He died without a will.

Q: Who inherited the farm which is the subject of this suit?

A: When my father died, he left surviving him my mother, Clara B. Stafford, and the following children: my sister, Madeline Poore; my sister Gladys Wallace; my sister Ester E. Weller; my brother, Floyd Stafford; my brother Woodrow Stafford; my brother, Linwood Stafford; my sister, Dorothy Boyles; and myself. All of us children were living at the time of my father's death and are still living and at my father's death, my brothers and sisters and my self inherited a two-thirds interest in the farm and my mother inherited the other one-third interest.

Q: I show you Complainant's Exhibit No. 3, which is the First and Final Administration Account and Distribution made in the estate of Raymond R. Stafford, deceased, in the Orphans' Court for Queen Anne's County and ask you to look at it and see if that is correct?

A: Yes, this is the account filed in my father's estate after his death.

Mr. Clerk: I offer into evidence this First and Final Administration Account and Distribution made in the estate of Raymond R. Stafford, deceased, to be marked Exhibit No. 2 to this testimony, which is Complainant's Exhibit No. 3 to the Bill of Complaint.

Q: Is your mother, Clara B. Stafford, living?

A: No.

Q: When did she die?

A: October 12, 1963.

Q: Did she die with or without a will?

A: Without.

Q: Who were her heirs at law?

A: My brothers and sisters, Madeline Poore, Gladys Wallace, Ester E. Weller, Floyd Stafford, Woodrow Stafford, Linwood Stafford, Dorothy Boyles and myself, her children and only heirs at law.

Q: Mrs. Bennett, will you state to whom you are married?

A: Lonnie Bennett .

Q: Lonnie T. Bennett?

A: Yes.

Q: Where is he at the present time?

A: Delaware State Hospital.

Q: How long has be been there?

A: It was two years November 7th.

Q: Is he a mentally ill person?

A: Yes.

Q: Will you state whether or not a Trustee has been appointed as to his personal estate?

A: Yes.

Q: Who is his Trustee?

A: Cliffton L. Bennett.

Q: What relationship is he to Lonnie T. Bennett ?

A: Son.

Q: This land which is the subject to this suit, will you state whether or not it can be divided without material loss or injury to you and your brothers and sisters?

A: No.

Q: Mrs. Bennett, your brothers and sisters and their respective spouses did, on October 24, 1963, enter into a Contract of Sale to sell this farm to Louis S. Welty for the sum of $35,000.00. Are you in favor of this sale?

A: Yes, I am in favor of it.

Q: In this agreement, your brothers and sisters agreed to pay Herbert A. Willis

a.commission of six per cent or the sum of $2,100.00 on the sales price for procuring the sale of the farm. Is this agreeable with you?

A: Yes.

Q: Are you familiar with the agreement of sale dated October 24, 1963, between your brothers and sisters and their respective spouses, which is Complainant's No. 6?

A: Yes.

Q: Will you please explain why you did not sign the agreement?

A: The reason that I did not sign it was because my husgand, Lonnie T. Bennett, was in a mental institution and I had been advised that he would have to sign also as far as my interest was concerned.

Q: Do you think that the ratification of the Contract of Sale, which I have shown you between your brothers and sisters and their spouses and Louis S. Welty, dated October 24, 1963, would be to the interest and advantage of yourself and your husband?

A: Yes.

The second witness, upon being duly sworn, did depose and say:

Questions by the Examiner:

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

A: Cliffton L. Bennett, Dagsboro, Delaware, 33, farmer.

Q: Is there or has there been any prior litigation pending between you and the Plaintiffs in this suit?

A: No.

Questions by Mr. Clark:

Q: Who is Lonnie T. Bennett?

A: My father.

Q: Will you state whether or not you have been appointed Trustee of the estate of Lonnie T. Bennett?

A: Yes, I have.

Q: By what court were you appointed Trustee?

A: The Court of Chancery of the State of Delaware in and for Sussex County.

Q: Where is hour father at the present time?

A: Delaware State Hospital, Wilmington.

Q: Is that also known as Farnhurst?

A: Yes.

Q: How long has he been a patient there?

A: Over two years.

Q: I show you Complainant's Exhibit No. 5 and ask you when you were appointed Trustee of your father's estate?

A: The 22nd day of October, 1964.

Q: When did you qualify?

A: Within a couple of days after I was appointed. During the month of October, 1964.

Mr. Clark: I offer into evidence Complainant's Exhibit No. 5 to the Bill of Complainant, which is to be marked Exhibit No. 3 to this testimony.

Q: Are you familiar with the real estate in these proceedings?

A: Yes.

Q: Mr. Bennett, will you state whether or not this real estate can be divided without material loss or injury to the parties who own the farm?

A: No.

Q: Are you familiar with the Contract of Sale in which your aunts and uncles have signed?

A: Yes.

Q: Do you think it would be to the interest and advantage of all the parties to this cause that this Contract of Sale be ratified for the sale of this land?

A: Yes.

The Third witness, upon being duly sworn, did depose and say:

Questions by the Examiner:

Q: State your name, age, residence and occupation?

A: Woodrow Stafford, 50 years old, Sudlersville, Maryland, merchant.

Q: Has there been any prior litigation pending, either has or any now pending between you and the other parties to this suit?

A: No.

Questions by Mr. Clark:

Q: Are you familiar with the real estate that is covered in the Contract of Sale marked Complainant's Exhibit No. 6 to the Bill of Complaint, in which you and your brothers and sisters and their respective spouses, except for your sister Beatrice Bennett and her husband, Lonnie T. Bennett, have executed in a sale to Louis S. Welty?

A: Yes.

Q: Are your brothers and sisters and yourself the sole owners of this real estate?

A: Yes.

Q: Will you identify your brothers and sisters and what is their interest?

A: Madeline Poore is married to Arthur Poore and she owns a one-eighth interest; Beatrice Bennett is married to Lonnie Bennett and she owns a one-eighth interest; Gladys Wallace is married to Charles Wallace and she owns a one-eighth interest; ester E. Weller, who is a widow, and she owns a one-eighth interest; Floyd Stafford is married to Grace Stafford and he owns a one-eighth interest; Linwood Stafford, who is divorced and unmarried, and she owns a one-eighth interest; Dorothy Boyles, who is married to Albert Boyles and she owns a one-eighth interest; and myself and I am unmarried and a a widower and I own a one-eighth interest.

Q: Where did you and your brothers and sisters acquire this property?

A: We inherited this property from my father and my mother. My father died in 1944 and he had inherited this property from his mother, Mary E. Stafford, under her last will and testament, which is now in evidence and when he died without any will my brothers and sisters and myself inherited a two-thirds interest in this farm and my mother, Clara B. Stafford, inherited the other one-third interest. Then in October, 1963, my mother died without leaving any will and she left surviving her my brothers and sisters and myself, eight in all, who I have previously indentified and we inherited her one-third interest so that now we each own a one-eighth interest each.

Q: Mr. Stafford, will you state whether or not your sister, Beatrice Bennett's husband, Lonnie T. Bennett, is mentally ill person?

A: Yes, he is a patient up at Farmhurst and has been there for several years.

Q: Does he have a Trustee of his estate?

A: Yes. I have been informed that his son, Cliffton L. Bennett, is his Trustee.

Q: Will you state whether or not the land described in this suit and which is a Complainant's Exhibit No. 6 to the Bill of Complaint, the Contract of Sale previously referred to, is susceptible of partition without material loss or injury to you and your brothers and sisters?

A: No. it cannot be divided.

Q: Will you state whether or not the purchase price in the Contract of Sale to Louis S. Welty in the sum of $35,000.00 is a fair and equitable one in your opinion?

A: Yes, I think it is a good price.

Q: What did you consider a fair value for this property prior to the execution of this aale and also at the present time?

A: I think $30,000.00 would have been a good price for it.

Q: Will you state whether or not in the Complainant's Exhibit No. 6 your agreed to pay Herbert A. Willis, real estate broker, a commission of 6 per cent or the sum of $2,100.00 for procuring said buyer?

A: Yes.

Q: Are you in favor of ratification of this sale as per the terms of the Com= plainant's Exhibit No. 6 referred hereto?

A: Yes.

The fourth witness, upon being duly sworn, did depose and say:

Questions by the Examiner:

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

A: Floyd R. Stafford, born July 27, 1910, Millington, work in R & R Chicken Factory in Delaware.

Q: Is there any litigation now or prior pending between you and the other parties to this suit?

A: No.

Questions by Mr. Clark:

Q: I hand you this paper writing, being a Contract of Sale between Madeline Poore and others as vendors and Louis S. Welty as vendee, dated October 24, 1963, and ask you to identify it?

A: Yes, htis is the Contract of Sale of the real estate, which my brothers and sisters and myself own situate in the Seventh Election District of Queen Anne's County on the Stevens School House Road and which I, as one of the owners, did sign wherein we agreed to sell this property to Dr. Welty for $35,000.00 and we agreed to pay Herbert A. Willis, real estate broker, a commission of 6 per cent for getting Dr. Welty to buy the farm. All of my brothers and sisters and their spouses signed the same except my sister, Beatrice Bennett, and her husband. The reason she did not sign it was because her husband was a patient up at Farmhurst and her husband was unable to sing a contract.

Mr. Clark: I offer into evidence this Contract of Sale, which is Complainant's Exhibit No. 6 to the Bill of Complaint, which is to be marked Exhibit No. 4 to this testimony.

Q: Mr. Stafford, have you ever lived on this farm?

A: Yes.

Q: Tilled it?

A: Yes.

Q: How long ago?

A: All my life up until the end of the year 1963.

Q: Will you please describe the land as to the number of tillable acres, wood land, scrub land, etc?

A: There are 105 acres of tillable land and about 11 acres of wood land. My mother didn't put much on at while she was living and it needed lime badly. There is some timber but it is mostly white oak and red oak. The timber is fair on the wood land. On the farm there is a dwelling house, a cowbarn, barn, hen house and meath house, a garage and a small chicken house and they are all in bad condition.

Q: What do you consider the fair value of this farm at the present time?

A: About $31,000.00.

Q: Will you please state whether or not this farm can be divided without material loss or injury to you and your brothers and sisters, the other owners?

A: No.

Q: Would you like to have it sold so that the proceeds can be divided between the owners?

A: Yes.

Q: Do you consider the price of $35,000.00 in agreement with the Exhibit No. 4, the Contract of Sale, between you and your brothers and sisters and Dr. Welty, a fair and just one for this farm?

A: Yes.

Q: Will you state whether or not you agreed to pay Herbert A. Willis, real estate broker, a commission of $2,100.00 for procuring said buyer?

A: Yes.

Q: I hand you a certificate of survey marked Complainant's Exhibit No. 1 to the Bill of Complaint and ask you to check it over and tell whether or not this is the farm, the subject of this suit?

A: Yes, this is a copy of a certificate of survey doen by Shew and Bartlett during the summer of last year and it shows all three of the parcels of land which my brothers and sisters and myself own and which is the subject of this suit.

Mr. Clark: I offer into evidence this Certificate of Survey to be marked Exhibit No. 5 to this testimony.

Q: I hand you this paper entitled First and Final Administration Account in the Matter of the Estate of Clara B. Stafford, deceased, marked Complainant's Exhibit No. 4 to the Bill of Complaint, and ask you to identify it.

A: Yes, this is a certified copy of the Administration Account, which my brothers and I as administrators of my mother's estate, filed in the Orphans' Court of

Queen Anne's County.

Q: Has this estate been closed?

A: Yes.

Mr. Clark: I offer into evidence this certified copy of the First and Final Administration Account in the matter of the estate of Clara B. Stafford, deceased, to be marked Exhibit No. 6 to this testimony.

The fifth witness, upon being duly sworn, did depose and say:

Question by Mr. Clark:

Q: State your name.

A: Herbert A. Willis, Sudlersville, Maryland, I am a real estate broker.

Q: What are your qualifications, Mr. Willis, in regard to real estate?

A: I have been a licensed real estate broker since 1944 and I have been in business since 1944. Also I am a recognized appraiser having made many appraisals for the State Roads Commission, insurance companies, mortgage companies, banks, Internal Revenue Service, etc.

Q: Mr. Willis, are you familiar with the farm owned by Madeline Poore, Beatrice Bennett, Gladys Wallace, Ester E. Weller, Floyd Stafford, Woodrow Stafford, Linwood Stafford and Dorothy Boyles, which is situate in the Seventh Election District of Queen Anne's County, Maryland, on the Stevens School House Road?

A: Yes. I sold this farm to Dr. Louis S. Welty by Contract dated October 24, 1963, for the sum of $35,000.00.

Q: What do you consider a fair and reasonable value of this farm?

A: In answer to that question, I answer as follows: I sold the Pennington farm to Dr. Welty a few months prior to this sale. The Pennington farm contains 232 acres of which 200 are tillable. Dr. Welty paid $50,000.00 for this farm. This is $250.00 an acre for the tillable land. The improvements on this farm were some little better, but the dairy was condemned. The other buildings were very old so that actually they did not add any more value to the farm than the buildings on the Stafford farm. I sold the Edward Baxter farm to Charles A. Gemberling in 1962. This farm is about a half a mile from the Stafford farm that we are speaking of here. The buildings on this farm were worth nothing and have since been taken down. There were 250 acres, 200 tillable and it sold for $41,000.00, which is approximately $200.00 an acre of tillable land. I sold the Biggs farm to Charles A. Gemberling, which adjoins the Baxter farm. It contained 266½ acres, 233 acre tillable and brought $32,500.00. The buildings on this farm were worth nothing. The tillable acres of this farm brought $190.00 per acre. Average these farms and you have a tillable acre value of $214.00. The Stafford farm that we are speaking here of had 105 acres tillable and brought $35,000.00, which is $334.00 per tillable acre. This is about $130.00 more per tillable acre than the average of the other three. I feel that this farm brought a very good price. I would like to add hereto that the land on the farms that I used as comparable sales is of the same type.

Q: I show you Exhibit No. 4, the Contract of Sale, between the Staffords and Welty and ask you whether or not you are familiar with the same?

A: Yes, I am familiar with this.

Q: Is this an executed copy of said contract?

A: Yes.

Q: Does it contain the terms of the sale?

A: Yes.

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 Complainants, as follows, to wit:

Betty M. Comegys, Stenographer,
for taking and transcribing the
testimony ---------- $25.00

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

And I do further certify that said testimony was commenced at 1:30 o'clock, P.M. and was completed at 3:30 o'clock, P.M. or a period of two hours.

B. HACKETT TURNER
Examiner

Filed Dec. 9, 1964

EXAMINER'S EXHIBIT NO. 1 Filed Dec. 9, 1964 see Complainant's Exhibit No. 2, filed Dec. 4, 1964 recorded above following Bill of Complaint.

EXAMINER'S EXHIBIT NO. 2 Filed Dec. 9, 1964 see Complainant's Exhibit No. 3, filed Dec. 4, 1964 recorded above following Bill of Complaint.

EXAMINER'S EXHIBIT NO 3 Filed Dec. 9, 1964 see Complainant's Exhibit No. 5, filed Dec. 4, 1964 recorded above following Bill of Complaint.

EXAMINER'S EXHIBIT NO 4 Filed Dec. 9, 1964 see Complainant's Exhibit No. 6, filed Dec. 4, 1964 recorded above following Bill of Complaint.

EXAMINER'S EXHIBIT NO 5 Filed Dec. 9, 1964 see Complainant's Exhibit No. 1, filed Dec. 4, 1964 recorded above following Bill of Complaint.

EXAMINER'S EXHIBIT NO 6 Filed Dec. 9, 1964 see Complainant's Exhibit No. 4, filed Dec. 4, 1964 recorded above following Bill of Complaint.

WAIVER
Filed Dec. 9, 1964

MADELINE POORE, et al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

BEATRICE BENNETT, et.a l. — In Equity No. 4669

WAIVER

The parties hereto do hereby agree and waive, under the provision of Rule 580, Section P, Maryland Rules of Procedure, the request that testimony taken before the examiner in the above entitled matter be taken up for hearing immediately.

VACHEL A. DOWNES, JR
Vachel A. Downes, Jr.
SSolicitor for Defendanrs

J. THOMAS CLARK
J. Thomas Clark
Solicitor for Complainants

Filed Dec. 9, 1964

DECREE
Filed Dec. 9, 1964

MADELINE POORE, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

BEATRICE BENNETT, et. al. — IN EQUITY No. 4669

* * * * * * * * * *

DECREE

This cause standing ready for hearing, and being submitted for decree without argument, the Bill of Complaint and other proceedings having been read and considered;

IT IS THEREUPON, this 9th day of December, 1964, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the real estate mentioned and described in the proceedings in this cause be sold, it appearing that such real estate cannot be divided wothout loss or injury to the parties interested therein, and it further appearing that the proposed sale of said real estate unto Louis S. Welty at and for the sum of Thirty-five Thousand Dollars ($35,000.00) upon the terms set forth in the Contract of Sale filed herein with the Bill of Complaint as "Complainant's Exhibit No. 6", will be advantageous to the parties owning said real estate, and a better price than could be obtained for the property by now offering the same for sale at public sale or auction, and it therefore appearing that it will be to the interest and advantage of the parties owning said real estate that the aforesaid Contract of Sale be ratified and confirmed and that such proposed sale be consummated and carried out and for such purpose it is further ADJUDGED, ORDERED and DECREED that J. Thomas Clark be and he is hereby appointed trustee for the purpose of making such sale.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED as follows:

(a) That before proceeding to make any sale hereunder the said trustee shall first file with the Clerk of theCircuit Court of Queen Anne's County a bond to the State of Maryland to be executed by himself, with a surety or sureties thereon to be approved by this Court, or the Clerk thereof, in the penalty of Thirty-five Thousand Dollars ($35,000.00), if corporate surety be given, and in double that amount if personal surety be given, conditioned for the faithful performance of the trust reposed in him by this decree of which may be reposed in him by any future decree or order in the premises.

(b) That the trustee shall then proceed to sell said real

estate, at private sale unto Louis S. Welty at and for the sum of Thirty-five Thousand Dollars ($35,000.00); and which said purchase money, or balance thereof not heretofore paid upon the execution of the Contract of Sale filed herein, is to be paid upon final ratification of this Sale by this Court, without interest.

(c) That as soon as may be convenient after such sale the said trustee shall return to said Court a full and particular account of said sale, with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual order nisi without which (and the publication thereof) the sale heretofore directed to be made shall not be final.

(d) That upon the final ratification of said sale by this Court, and upon the payment of the whole purchase money (and not before) the said trustee, by good and sufficient deed to be executed and acknowledged by him agreeable to law, shall convey to the purchaser, his heirs and assigns, the real estate so sold to him, free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, through or under them, or any of them.

(e) And the said trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting from said purchase money to be paid him as aforesaid, the costs of this cause 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.

THOS J KEATING JR.
Judge

Filed Dec. 9, 1964

CERTIFIED COPY OF BOND
Filed Dec. 9, 1964

RECEIVED FOR RECORD Dec. 9, 1964 LIBER 1 PAGE 80

KNOW ALL MEN BY THESE PRESENTS:

THAT WE J. Thomas Clark of Centreville, Queen Anne's County, Maryland, of, as principal, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY-FIVE THOUSAND ($35,000.00) Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of December in the year of our Lord nineteen hundred and sixty-four.

WHEREAS, the above bounden J. Thomas Clark by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County IN Equity has been appointed trustee to sell the Real Estate mentioned in the proceedings in the case of Madeline Poore, et al vs. Beatrice Bennett, et. al., being Chancery Cause No. 4669 now pending in said Court.

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

Signed, sealed and delivered)
in the presence of)

J THOMAS CLARK (SEAL)
J. Thomas Clark

WM. ALBERT ROE

MARYLAND CASUALTY COMPANY

By DOROTHY E. CONNOLLY
Attorney-in-Fact

ATTEST:

WM. ALBERT ROE

Corporate Seal

Security approved and Bond filed Dec. 9, 1964

CHARLES W. CECIL, CLERK

Certified copy of Power of Attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 80, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th day of December in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Dec. 9, 1964

MADELINE POORE, et. al. IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

BEATRICE BENNETT, et. al. IN EQUITY No. 4669

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate in this cause by J. Thomas Clark, Trustee, respectfully represents unto your Honors:

That pursuant to a decree of this Honorable Court passed on the 9th day of December, 1964, your trustee did file in this cause a bond with corporate surety thereon in the penalty of Thirty-five Thousand Dollars ($35,000.00) approbed by the Clerk of this Court and conditioned on the faithful performance of the duties reposed in him by said decree, and your trustee does now report that the real estate described in these proceedings, consisting of three parcels of land situate in the Seventh Election District of Queen Anne's County, Maryland, on the Stevens School House Road, and more fully described in the Bill of Complaint filed herein, was sold at private sale unto Louis S. Welty in accordance with the terms and conditions of a written Contract of Sale heretofore filed in this cause with the Bill of Complaint and marked "Complainant's Exhibit No. 6," at and for the sum of Thirty-five Thousand Dollars ($35,000.00).

Your Trustee further reports that said purchasers have paid unto your Trustee the initial deposit of Three Thousand Five Hundred Dollars ($3,000.00) and he believes said purchaser will, upon final ratification of this sale as provided by the terms of said contract, pay the balance of the purchase price therein set forth unto your Trustee, being the sum of Thirty-one Thousand Five Hundred Dollars ($31,500.00) and your Trustee makes this report in order to procure ratification of the sale as provided by the terms of said contract and as directed by the aforesaid Decree of this Honorable Court.

The Report of Sale states the amount of the sale to be Thirty-five Thousand Dollars ($35,000.00).

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark, Trustee

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

This is to certify that on this 9th day of December, 1964, before me, the subscriber, The Clerk of theCircuit Court for Queen Anne's County, in Equity, personally appeared J. Thomas Clark, Trustee, 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 sale was fairly made.

AS WITNESS my hand and seal.

CHARLES W. CECIL
Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County

Filed Dec. 9, 1964

ORDER NISI ON SALE
Filed Dec. 9, 1964

ORDER NISI ON SALE

Madeline Poore, et al	)	In the Circuit Court
vs.	)	for Queen Anne's County
Beatrice Bennett,et al	)	In Equity
		Cause No. 4669

ORDERED, this 9th. day of December, 1964, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Trustee, be ratified and confirmed, on or after the 11th. day of January, 1965, 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 4th. day of January, 1965

The report states the amount of sales to be $35,000.00.

CHARLES W. CECIL Clerk

Filed December 9, 1964

AFFIDAVIT
Filed Dec. 29, 1964

MADELINE POORE, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

BEATRICE BENNETT , et al. — IN EQUITY No. 4669

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 29th day of December,1964, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LOUIS S. WELTY, being the purchaser named in the Decree of the Circuit Court for Queen Anne's County dated the 9th day of December, 1964, (Chancery No. 4669) and made oath in due form of law as follows:

(a) That said purchaser is not acting in said purchase as agent for any other person, firm or corporation;

(b) That said purchaser is the sole principal purchaser involved in said sale; and

(c) That said purchaser has not directly or indirectly discouraged anyone from bidding for the property involved in said sale.

Notary
Public
Seal

BETTY M. COMEGYS
Notary Public

Filed Dec. 29, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Jan. 11, 1965

LEGAL NOTICE
ORDER NISI ON SALE
Madeline Poore,et al
vs.
Beatrice Bennett,et al
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4669

ORDERED, this 9th day of December, 1964, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Trustee, be ratified and confirmed, on or after the 11th day of January, 1965, 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 4th day of January, 1965.

The report states the amount of sales to be $35,000.00.

CHARLES W. CECIL, Clerk

Filed December 9, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

THE BAY TIMES

P.O. Box 44, Queenstown, Md. January 4, 1965

THE BAY TIMES, a body corporate, does hereby certify that the Order Nisi on Sale in the case/estate of Madeline Poore, et al vs. Beatrice Bennett, et al, in the Circuit Court for Queen Anne's County in equity cause no. 4669 a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Queenstown, in Queen Anne's County, Maryland, once a week for three successive weeks before the Fourth day of January, 1965, and that the first insertion of said advertisement in said BAY TIMES was on the 11th day of December 1964, and the last insertion on the 25th day of December, 1964

THE BAY TIMES

By MARY L. ROSENDALE

Filed Jan. 11, 1965

FINAL RATIFICATION OF SALE
Filed Jan 11, 1965

MADELINE POORE, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

BEATRICE BENNETT, ET. AL. — IN EQUITY NO. 4669

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate made and reported in this cause by J. Thomas Clark, Trustee, was fairly and properly made, and no exceptions having been filed to the report of sale, IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 11th day of January, 1965, that the testimony of Herbert A. Willis be, and it is hereby declared to be a sufficient appraisal by a competent appraiser, within the meaning of Maryland Rule BR3c; that the sale of the real estate made and reported in this cause by J. Thomas Clark, Trustee, 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 Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor; and that B. HACKETT TURNER JR., Esq. is hereby appointed Special Auditor in these proceedings and he shall take his oath of office before assuming his duties.

THOS J. KEATING JR.
Judge

Filed Jan. 11, 1965

REPORT AND ACCOUNT OF
SPECIAL AUDITOR
Filed Jan. 20, 1965

MADELINE POORE, et. al. — IN THE CIRCUIT COURT FOR
vs. — QUEEN ANNE'S COUNTY
BEATRICE BENNETT, et. al. — IN EQUITY No. 4669

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of B. Hackett Turner, Special Auditor, unto Your Honors respectfully represents:

1. That your Special Auditor was duly appointed the same by the Order of this Court of January 11, 1965, and after taking his oath of office did proceed to state the account in this cause.

2. That this account is stated at the request of J. Thomas Clark, Trustee, who was appointed as such by decree of this Court to make sale of the real estate sold in this cause.

3. That in the within account, said Trustee is charged with the total proceeds of said sale and thereafter allowed the following expenses, to wit: his commissions for making said sale, the court costs in this cause, the bond premium on the corporate bond the trustee's filed in this cause, the costs of publishing the order nisi of sale, the commissions due Herbert A. Willis, Real Estate Broker, for selling the same at private sale and the fee of your Special Auditor for stating this audit.

4. The balance thereafter was directed to the owners of the monies upon conversion of the real estate, each receiving a one-eighth share of the same.

RESPECTFULLY submitted,

B. HACKETT TURNER
Special Auditor

January 20, 1965

Filed Jan. 20, 1965

CERTIFICATE OF NOTICES MAILED
Filed Jan. 20, 1965

MADELINE POORE, ET. AL. — IN THE CIRCUIT COURT FOR
vs. — QUEEN ANNE'S COUNTY
BEATRICE BENNETT, et al. — IN EQUITY No. 4669

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Special Auditor hereby certifies that on January 20, 1965, the date the audit in the above entitled cause was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

Madeline Poore and
Arthur Poore, her husband
Linwood, Pennsylvania

Dorothy Boyles and
Albert Boyles, her husband
Sudlersville, Maryland

Gladys Wallace and
Charles Wallace, her husband
Crumpton, Maryland

Beatrice Bennett
Dagsboro, Delaware

Ester E. Weller
Sudlersville, Maryland

Floyd Stafford and
Grace Stafford, his wife,
Millington, Maryland

Woodrow Stafford
Sudlersville, Maryland

Linwood Stafford
Millington, Maryland

Cliffton L. Bennett
Dagsboro, Delaware

J. Thomas Clark, Trustee
114 North Commerce Street
Centreville, Maryland

Herbert A. Willis
Sudlersville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on January 20, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than February 4, 1965, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on or after February 5, 1965.

B. HACKETT TURNER
Special Auditor

Filed Jan. 20, 1965

Cause No. 4669

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

Cr.

1965
Jan. 11 By proceeds of the sale of land, per report of sale of said vendor, to wit:---------- $35,000.00

Dr.

To J. Thomas Clark, Trustee (and vendor), his commissions for making said sale, per order of court, to wit:----------		$1,900.00	
To do., for an amount paid the Clerk of the Circuit Court for Queen Anne's County for court costs, per receipt exhibited, to wit:			
1-Costs of Chas. W. Cecil, Clerk---	$119.50		
2-Costs of Dorothy E. Connolly, Register of Wills ----------	27.00		
3-Costs of B.H. Turner, Examiner---------	10.00		
4-Costs of Betty M. Comegys, Steno. -----	25.00		
5-Appearance of J. Thomas Clark, Attorney	10.00		
6-Appearance of Vachel A. Downes, Atty.--	10.00		201.50
To do., for an amount paid Dorothy E. Connolly, Agent, for the premium on the Trustee's corporate bond filed in this cause, per receipt exhibited, to wit:----------			140.00
To do., for an amount paid The Bay Times for publication of the Order Nisi of Sale, per receipt exhibited, to wit:----------			10.00
To do., for an amount paid Herbert A. Willis, Real Estate Agent, for commissions for selling said real estate at private sale at the rate of 6 per cent of the sale price per Order of Court, per receipt exhibited, to wit:-------		2,100.00	
To B. Hackett Turner, Special Auditor, for stating this audit and preparing notices to interested parties fo filing of same, the sum of----			120.00
To J. Thomas Clark, Trustee, for distribution to the several distributees or owners----------		$30,528.50	
		$35,000.00	$35,000.00

January 20, 1965

B. HACKETT TURNER
Special Auditor

Cr.

By Balance carried forward for distribution to the several distributees or owners, to wit:---------- $30,528.50

Dr.

To Madeline Poore, a 1/8 share of the same, or the sum of ---------- $3,816.07

To Gladys Wallace, a 1/8 share of
the same, or the sum of ----------3,816.07

To Ester E. Weller, a 1/8 share of
the same, or the sum of ----------3,816.06

To Floyd Stafford, a 1/8 share of
the same, or the sum of ----------3,816.06

To Woodrow Stafford, a 1/8 share of
the same, or the sum of ----------3,816.06

To Linwood Stafford, a 1/8 share of
the same, or the sum of ---------- 3,816.06

To Dorothy Boyles, a 1/8 share of the
same, or the sum of ---------- 3,816.06

To Beatrice Bennett, a 1/8 share of
the same, or the sum of ---------- 3,816.06

$30,528.50 $30,528.50

January 20, 1965

B. HACKETT TURNER
Special Auditor

Filed Jan. 20, 1965

NISI RATIFICATION OF AUDIT
Filed January 20, 1965

NISI RATIFICATION OF AUDIT

Madeline Poore, et al	)	In the Circuit Court
	)	
vs.	(	for Queen Anne's County
	)	In Equity
Beatrice Bennett et al	)	
		Cause No. 4669

ORDERED, this 20th. day of January, 1965, that the report and account filed in these proceedings by B. Hackett Turner, Special, Auditor, be ratified on or after the 5th. day of February, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed January 20, 1965

FINAL RATIFICATION OF AUDIT
Filed Feb. 5, 1965

Madeline Poore, et al	)	IN THE CIRCUIT COURT FOR
	)	
vs.	)	QUEEN ANNE'S COUNTY
	)	
Beatrice Bennett, et al	)	IN EQUITY
		No. 4669

FINAL RATIFICATION OF AUDIT

ORDERED, this 5th. day of February, 1965, that the Report and Account filed herein by B. Hackett Turner, Special Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Special Auditor; and J. Thomas Clark, Trustee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed Feb. 5, 1965

QUEEN ANNE'S COUNTY , to wit: Be it remembered that on the Eighteenth day of May in the year nineteen hundred and sixty-five, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:

JOHN PALMER SMITH,
Centreville, Maryland,
ASSIGNEE,

VS.

CLINTON SPENCE,
AND
HANNAH SPENCE, HIS WIFE,
Stevensville, Maryland,
MORTGAGORS,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

CHANCERY NO. 4702

****

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk of the Court:

You will please docket suit as per the above titling for foreclosure of the mortgage from Clinton Spence and Hannah Spence, his, to William E. Denny, dated April 15th, 1952, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 4, folio 472, etc., and assigned on May 17th, 1965, by William E. Denny to John Palmer Smith for collection by foreclosure or otherwide, default having occurred in the terms thereof by reason of non-payment of the principal and interest of the note secured by said mortgage when due; and you will file in said suit a copy of the said mortgage and the assignment thereof as well as the accompanying military affidavit and statement of indebtedness.

JOHN PALMER SMITH
John Palmer Smith, ASSIGNEE.
113 Lawyers Row,
Centreville, Maryland.
Phone: 758-1650.

Filed May 18, 1965

CERTIFIED COPY OF MORTGAGE
Filed May 18, 1965

#31,568. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fifth day of April, in the year nineteen hundred and fifty two, the following Mortgage was brought to be recorded, to wit:-

This Mortgage, Made this 15th day of April, in the year nineteen hundred and fifty-two, by Clinton Spence and Hannah Spence, his wife, "Mortgagors" as hereinafter set forth, of Queen Anne's County, Maryland.

WHEREAS, the said Clinton Spence and Hannah Spence, his wife, are jointly and severally indebted unto William E. Denny in the sum of Nineteen Hundred and Seventy Dollars ($1970.00), as evidenced by their joint and several promissory note bearing even date herewith, and the said Clinton Spence has executed unto the said William E. Denny a chattel mortgage on certain personal property in said chattel mortgage described and which said chattel mortgage bears even date with these presents, to secure the payment of said $1970.00), and the said Mortgagors now desire to give unto the said Mortgagee additional security for said $1970.00) to secure and assure the prompt payment of the aforesaid indebtedness and all interest by executing this mortgage on real estate; and

WHEREAS, said note is dated April 15th, 1952, in the sum of $1970.00, and is payable at The Stevensville Bank of Maryland, to the order of the said William E. Denny, six months after date, and it is agreed that this note shall be renewed for another period of six months after the maturity of the original note, said notes to bear interest at the rate of 6 per cent per annum, payable semi-annually.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, in consideration of the premisew and of the sum of One Dollar, the said Clinton Spence and Hannah Spence, his wife, do hereby grant and convey unto the said William E. Denny, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame dwelling house situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located north of Stevensville, on the public road leading from Stevensville to Love Point, adjoining the lands now or formerly of Charles Sheppard, and containing One-third (1/3) of An acre of land, more or less.

Being the same and all the property conveyed unto the Mortgagors by T. Walter and Emily P. Denny by deed dated May 16th, 1943, and recorded among the land records of Queen Anne's County in Liber A.S.G.Jr., No. 14, folio 572.

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 Mortagee, his executors, administrators or assigns, the aforesaid sum of Nineteen Hundred and Seventy Dollars ($1970.00), and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shallperform all the covenants, conditions and agreements herein on his, her 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, ececutors, administrators and assigns hereby covenant with the Mortgagee, his 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 my 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 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 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 bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated in involuntary 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, his executors, administrators or assigns, or John Palmer Smith, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place 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, as 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 executors, administrators or assigns, or John Palmer Smith, 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-hald 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, for themselves and for 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 Mortgagors:

J. C. PALMER
J. C. Palmer

CLINTON SPENCE (SEAL)
Clinton Spence.

J. C. PALMER
J. C. Palmer

HANNAH SPENCE (SEAL)
Hannah Spence

STATE OF Maryland, :
to wit:
County of Queen Anne's :

I HERBY CERTIFY that on this 15th day of April, 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 Clinton Spence and Hannah Spence, his wife, and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared William E. Denny, 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 C. PALMER Notary Public
John C. Palmer

Re-11113 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighteenth day of May, in the year nineteen hundred and sixty-five, the following Assignment was filed for record, to wit:

FOR VALUE RECEIVED, I hereby transfer and assign the within and foregoing Mortgage and the note thereby secured unto John Palmer Smith, attorney at law, for the purpose of collection by foreslocsure or otherwise,

Witness my hand and seal this 17th day of May, 1965.

Witness:
Lynette T. Burton

WILLIAM E. DENNY (SEAL)
William E. Denny

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied fromLiber T.SP. No. 4, folio 472, a Land Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 18th day of May in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

MILITARY AFFIDAVIT
Filed May 18, 1965

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

I HEREBY CERTIFY, that on this 18th day of May, 1965, before the Subscriber, The 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 Clinton Spence and Hannah Spence, his wife, the within named Mortgagors are both deceased and therefore cannot now be in the Military Service of the United States as defined by the Soldiers' and Sailors' Civil Relief Actof 1940, with amendments thereof.

CHARLES W. CECIL
Charles W. Cecil, Clerk of the Court.

Filed May 18, 1965

STATEMENT OF INDEBTEDNESS
Filed May 18, 1965

JOHN PALMER SMITH,
ASSIGNEE,

VS.

CLINTON SPENCE
HANNAH SPENCE, HIS WIFE,
MORTGAGORS.

IN THE CITCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY NO. 4702

STATEMENT OF INDEBTEDNESS

Principal of note dated April 16th, 1952, in the amount of $1970.00 by Clinton Spence and Hannah Spence (his wife), to William E. Denny (Jr.) for the sum due thereunder	$ 414.00
Interest accrued thereon to May 18th, 1965, at 6% per annum	$ 4.14
	$ 418.14
Attorney's commissions for collection of said note, being 15% as per terms of note	$ 62.72

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

I HEREBY CERTIFY, that on this 18th day of May, 1965, before

the Subscriber, The 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 the foregoing Statement of Mortgage Debt due by Clinton Spence and Hannah Spence, his wife, under the above described mortgage note, is true to the best of his knowledge and belief, and information, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

Witness my hand.

CHARLES W. CECIL
Charles W. Cecil, Clerk of the Court

Filed May 18, 1965

CERTIFIED COPY OF BOND
Filed May 18, 1965

RECEIVED FOR RECORD May 18, 1965

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

Hone Office Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John Palmer Smith of Centreville, Queen Anne's County, Maryland, assignee of mortgage 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 THREE THOUSAND ($3,000.00) 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 17th day of May in the year of our Lord nineteen hundred sixty-five.

Whereas, the above bounden John Palmer Smith, assignee of mortgage hereinafter mentioned by virtue of the power contained in a mortgage from Clinton Spence and Hannah Spence, his wife to William E. Denny bearing date the 15th day of April, 1952 and recorded among the mortgage records of Queen Anne's County, Maryland in Liber T.S.P. No. 4, Folio 474 and duly assigned to John Palmer Smith at the foot of said mortgage, which assignment has been duly recorded at Folio------- is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John Palmer Smith, assigned as aforesaid do and shall well and truly and faithfully perform the trust reposed in him as assignee 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 John Palmer Smith, assignee of mortgage 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:

DOROTHY E. CONNOLLY

JOHN PALMER SMITH (SEAL)
Assignee of Mortgage

Witness:

NELLIE B. WHITELEY
As to Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By DOROTHY E. CONNOLLY
Attorney-in-Fact

Security approved and Bond filed May 18, 1965

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 103, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 18th day of May in the year nineteen hundred and sixty-five.

CHARLES W. CECIL,
Clerk

REPORT OF SALE
Filed June 10, 1965

JOHN PALMER SMITH, ASSIGNEE,

VS.

CLINTON SPENCE AND
HANNAH SPENCE, MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 4702

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of sale of John Palmer Smith, Assignee of the mortgage given to William E. Denny by Clinton Spence and Hannah Spence, his wife, dated April 15th, 1952, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 4, folio 472, etc., to secure unto William E. Denny the payment of a certain promissory note in the amount of $1970.00, and the interest to accrue thereon and agreed to be paid, and assigned on May 17th, 1965 by William E. Denny to John Palmer Smith for Collection by foreclosure or otherwise, respectfully shows:

That said mortgage, so assigned as aforesaid unto John Palmer Smith for foreclosure, suit was instituted for its foreclosure on May 18, 1965;

That default was made by the mortgagors by reason of the non-payment of the principal indebtedness and of the interest on the aforesaid note secured by said mortgage and covenants to be paid by the terms of said note and mortgage at the times therein provided for the payment thereof;

That after giving bond with security for the faithful performance of his trust, which bond was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement, in the Queen Anne's Record-Observer, the said Assignee gave not less than 20 days notice of the time, place, manner and terms of sale in said newspaper, said notice being given at least once in each week for three successive weeks, the first such publication being not less than fifteen days prior to the day of sale and the last such publication being not more than one week prior to the sale, pursuant to Maryland Rule W74 a 2, said Assignee did attend in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Thursday, June 10th, 1965, at 1 o'clock P.M.- Daylight Saving Time, and after reading the advertisement of sale following the Auctioneer's crying the Notice of the Sale for a considerable time, and the Auctioneer having offered the said property for sale for a considerable time in order to get all bids possible, the Assignee did sell the land and premises described in the above mentioned advertisement of sale to Ellsworth C. Spence and Lena H. Spence, his wife, as tenants by the entireties, at and for the price of ---One Thousand---00/100 Dollars ($1,000.00), they being there and then the highest bidders therefor.

The purchasers have complied with the terms of sale.

Respectfully submitted,

JOHN PALMER SMITH
John Palmer Smith
Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of June, 1965, before me, the 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 the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein set stated, and that the sale made by him as assignee and therein reported was fairly made.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed June 10, 1965

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 10, 1965

ASSIGNEE'S SALE
OF VALUABLE
REAL ESTATE
NEAR AND NORTH OF STEVENSVIDLE, MD.

Under and by virtue of the power of sale contained in a Mortgage from Clinton Spence and Hannah Spence, his wife, to William E. Denny, dated April 15th, 1952, and recorded among the land records of QueenAnne's County in Liber T.S. P. No. 4, folio 472, and default having occurred by non-payment of the note and interest secured by said Mortgage, the undersigned Assignee of said mortgage will offer at PUBLIC AUCTION to the highest bidder on

THURSDAY, JUNE 10th, 1965
at 1 P.M. DST

in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, the following described real estate, and premises, to wit:

All that lot or parcel of land, improved by a frame dwelling house, generally known as "The Clinton and Hannah Spence Residential Property", situate on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located near and north of Stevensville, on the public road leading from Stevensville to Love Point, adjoining the lands now or formerly of Charles Sheppard, and containing One-Third (1/3) of an acre of land, more or less.

TERMS OF SALE: 10% of purchase price in cash day of sale, balance within 20 days; or all cash at option of purchaser. Taxes and other assessments and charges adjusted as of day of sale. Possession upon ratification of sale. All transfer expenses, required stamps, notary, etc., to be borne by purchaser.

JOHN PALMER SMITH, Assignee

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., June 10, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE OF REAL ESTATE in the case of JOHN PALMER SMITH, ASSIGNEE VS CLINTON SPENCE AND HANNAH SPENCE a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 10 day of June, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20 day of May, 1965, and the last insertion on the 3 day of June, 1965

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

CERTIFICATE OF ORDER
NISI ON SALE

John Palmer Smith, Assignee

vs.

Clinton Spence and
Hannah Spence,
Mortgagors

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4702

ORDERED, this 10th. day of June, 1965, that the sale of the real property, made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 12th. day of July, 1965, 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 5th. day of July, 1965.

CHARLES W. CECIL Clerk

Filed June 10, 1965

CERTIFICATE OF PURCHASER.
Filed June 10, 1965

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of June, 1965, before me the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared

Ellsworth C. Spence, of Stevensville, Maryland, and
Lena H. Spence, his wife, Stevensville, Maryland,

purchasers at the foreclosure sale of the property in this Cause, and made oath in due form of law that he is the purchaser, with his wife, and purchased the same as principals and not as agents for anyone, the land and premises described in the above mentioned advertisement of sale, at and for the purchase price of ---------- One Thousand ------- Dollars ($1,000.00).

ELLSWORTH C. SPENCE (SEAL)
Ellsworth C. Spence

(SEAL)
Lena H. Spence

Witness my hand and Notarial Seal,
this 10th day of June, 1965.

JEAN D. HAYMAKER
Notary Public.

Notary
Public
Seal

My commission expires: July 1, 1965

Filed June 10, 1965

REPORT OF AUCTIONEER
Filed June 10, 1965

Centreville, Maryland.

June 10, 1965

I HEREBY CERTIFY, that I did sell at Public ALL that lot or parcel of land, improved by a frame dwelling house, generally known as "The Clinton and Hannah Spence Residential Property", situate on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located near and north of Stevensville on the public road leading from Stevensville to Lobe Point, adjoining the lands now or formerly of Charles Sheppard, and containing One-third (1/3) of an acre of land, more or less.
In front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Thursday, June 10th, 1965, beginning at the hour of One o'clock P.M. DST, unto Ellsworth C. Spence, and Lena H. Spence, his wife, of Stevensville, Maryland, at and for the sum of ----- One Thousand------- Dollars ($1000.00).

WILLIAM J. BARCUS JR. (SEAL)
William J. Barcus, Jr.,
Auctioneer.

Witness my hand and Notarial Seal
this 10th day of June, 1965.

JEAN D. HAYMAKER
Notary Public

Notary Public Seal

My Commission expires: July 1, 1965

Filed June 10, 1965

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed July 12, 1965

ORDER NISI ON SALE

John Palmer Smith, Assignee
vs.
Clinton Spence and Hannah Spence
Mortgagors

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

Cause No. 4702

ORDERED, this 10th day of June, 1965, that the sale of the real property, made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 12th day of July, 1965, 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 5th day of July, 1965.

The report states the amount of sales to be $1000.00.

CHARLES W. CECIL, Clerk

Filed: June 10, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md. July 12, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi #4702 in the case cc of John Palmer Smith, Assignee vs Clinton Spence Y Hannah Spence a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 5 day of July 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of June, 1965, and the last insertion on the 1 day of July, 1965

THE RECORD-OBSERVER
CORPORATION

By MARY LOU WALTERS

Filed July 12, 1965

FINAL ORDER OF RATIFICATION OF SALE
Filed July 12, 1965

JOHN PALMER SMITH, ASSIGNEE,

VS.

CLINTON SPENCE AND
HANNAH SPENCE, MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY

CHANCERY NO. 4702.

****

FINAL ORDER OF RATIFICATION OF SALE

ORDERED this 12th day of July, 1965, by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate made by John Palmer Smith, Assignee, in this Cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore passed in this Cause; 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 sale; and that John Palmer Smith, Assignee, is allowed the usual commissions allowed by this Court, and for all expenses, not personal, upon producing vouchers therefor before the auditor.

THOS J. KEATING JR.
JUDGE

Filed July 12, 1965

REPORT OF AUDITOR
Filed July 30, 1965

JOHN PALMER SMITH,
Assignee
vs

CLINTON SPENCE
HANNAH SPENCE, his wife,
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4702

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That his account is stated at the request of John Palmer Smith, Assignee of the mortgage foreclosed in this proceedings (and vendor of said land); wherein it appears that the proceeds of sale are more than sufficient to pay the costs of these proceedings and the amount due unders aid mortgage, whereby the surplus is directed to be distributed to the said Mortgagors, as husband and wife.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses, to wit: Court costs, bond premium, costs of publishing the notice of sale and the Order nisi of sale, the auctioneer's charges for crying sale, the vendor's fee for this services and his commissions for making said sale, the notary charges, the fee of your Auditor for stating this account, all sums due the mortgagee under the mortgage foreclosed in these proceedings, and the balance to be distributed to the said mortgagors.

3. The note secured by the mortgage foreclosed in these proceedings is filed herewith and marked Exhibit A to substantiate the attorney's commissions in the statement of debt.

Respectfully submitted,

J THOMAS CLARK
Auditor

Fuly 30, 1965

Cause No. 4702

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

Cr.

1965 June 10	By proceeds of the sale of land, per report of vendor, to wit:	$1,000.00

Dr.

To John Palmer Smith, Assignee, of mortgage (and vendor) her terms of mortgage, as follows, to wit:		
1-His fee for his services-------	$100.00	
2-His commissions for making sale to wit:----------	100.00	$200.00

To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs, per receipts exhibited, to wit:		15.00
To do., for amounts due Charles W. Cecil, Clerk, for additional court costs, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk	$ 18.20	
2-Appearance fee of John Palmer Smith----------	10.00	28.20
To do., for amount paid Dorothy E. Connolly, Agent, for the premium on the Assignee's corporate surety bond filed in this cause, per receipt exhibited, to wit:-----		12.00
To do., for amounts paid Queen Anne's Record Observer, per its receipts exhibited to wit:		
1-For publishing Notice of Sale--	$ 52.25	
2-For publishing Order Nisi of Sale	14.00	66.25
To do., for an amount paid Wm. J. Barcus, Jr., Auctioneer, for crying said sale, per his receipt exhibited, to wit:--------		25.00
To do., for amounts paid as Notary charges, to wit:----------		2.00
To J. Thomas Clark, Auditor, for stating this cause, the sum of ----------		40.00
To John Palmer Smith, Assignee, as payment in full of the mortgage debt foreclosed in this cause, in the sum of $418.14 and attorney's commissions in the sum of $62.72 plus interest for 60 days after the date of sale as provided in Maryland Annotated Code in the sum of $3.63 or the sum of----------		488.63
To Clinton Spence and Hannah Spence, his wife, Mortgagors, the balance or surplus proceeds of sale, the sum of------		127.06
	$1,000.00	$ 1,000.00

July 30, 1965

J THOMAS CLARK
Auditor

Filed July 30, 1965

(SEE top of page 407 for NOTE)

CERTIFICATE OF NOTICES MAILED
Filed July 30, 1965

JOHN PALMER SMITH
Assignee

vs.

CLINTON SPENCE
HANNAH SPENCE, his wife
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4702

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 30, 1965, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

John Palmer Smith
Lawyers Row
Centreville, Maryland

Clinton Spence and
Hannah Spence
Stevensville, Maryland

William E. Denny and
Stevensville, Maryland

PURSUANT TO Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 30, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed August 16, 1965, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on August 17, 1965.

J THOMAS CLARK
Auditor

Filed July 30, 1965

~~Secured by mortgage and chattel mortgage bearing even date herewith.~~

$ 1970.00 Stevensville, Maryland. Date April 16th, 1952.

Six MONTHS AFTER ~~DATE, I, WE OR EITHER OF US, JOINTLY AND SEVERALLY~~ PROMISE TO PAY TO THE ORDER OF

WILLIAM E. DENNY, JR.

The sum of Nineteen Hundred and Seventy 00/100 *Dollars*
with interest from date at 6% per annum.
PAYABLE AT THE STEVENSVILLE BANK OF MARYLAND

with all costs and 15 per cent 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.

WITNESS: Insurance Policy $74.52 Paid Mortgage 10/27/52 — Clinton Spence (SEAL)
Hannah Spence (SEAL)

NO. DUE Oct 16 1952 (SEAL)

NISI RATIFICATION OF AUDIT
Filed July 30, 1965

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee	)	In the Circuit Court
VS.	)	for Queen Anne's County
Clinton Spence and Hannah Spence, Mortgagors	)	In Equity
		Cause No. 4702

ORDERED, this 30th. day of July, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th. day of August, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL, Clerk

Filed July 30, 1965

FINAL RATIFICATION OF AUDIT
Filed Aug. 17, 1965

John Palmer Smith Assignee,	In the Circuit Court for Queen Anne's County, in Equity
vs.	No. 4702
Clinton Spence, and Hannah Spence, his wife. Mortgagors.	

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of August, 1965, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown , although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and John Palmer Smith, Assignee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Aug. 17, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Fourteenth day of December in the year nineteen hundred and sixty-four, the following BILL OF COMPLAINT was brought to be recorded, to wit:

HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, Grasonville, Maryland;	:	IN
WILLIAM E. THOMPSON and RUTH LYONS THOMPSON, his wife, Grasonville, Maryland;	:	THE
OREM A. THOMPSON and MARGARET L. THOMPSON, his wife, Chester, Maryland;	:	CIRCUIT
RICHARD E. THOMPSON and MARGARET C. THOMPSON, his wife; Grasonville, Maryland;	:	COURT
DONALD W. THOMPSON andANNA AVALEEN THOMPSON, his wife; Chester, Maryland;	:	FOR
EVELYN E. MORRIS and PAUL T. MORRIS, her husband, Queenstown, Maryland	:	QUEEN
MARIANNE COURSEY THOMPSON, Widow, Chester, Maryland;	:	ANNE'S
ALICE ELIZABETH CLOUGH and GEORGE EDWARD CLOUGH, her husband, Chester, Maryland	:	COUNTY
COMPLAINANTS	:	
VS.	:	CHANCERY NO. 4672
MARY LEITH THOMPSON, Infant, Chester, Maryland	:	
RESPONDENT		

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That Edward S. Thompson, late of Queen Anne's County, State of Maryland, departed this life on January 1, 1954 seized and possessed of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, which is more particularly described by the following metes and bounds, to wit: On the North by the public road running through the village of Winchester, a distance of fifty seven and one half feet; on the East by the land of, or formerly of, John Windsor, a distance of one hundred and seventy three feet; on the South by other land of the late Edward S. Thompson; and on the West by Mrs. Caroline Coursey, a distance of one hundred and thirteen and one half feet; and on the North by other land of the late Edward S. Thompson, a distance of thirty two feet; and on the East by other land of the late Edward S. Thompson, a distance of sixty feet; containing one quarter of an acre, more or less.

BEING the same and all the land granted and conveyed unto the said Edward S. Thompson by John W. Strannahan and Mary R. Strannahan by deed of conveyance bearing date March 27, 1908 and recorded in land liber, Queen Anne's County, S. S. No. 4, folio 389, a certified copy of which deed is attached hereto and made a part hereof, marked "Complainants Exhibit A".

2. That the said Edward S. Thompson died intestate, and left surviving him the following heirs at law; his wifow, Mary Elizabeth Thompson; and the following sons and daughter: Herman S. Thompson, William E. Thompson, Orem A. Thompson, Richard Elbert Thompson, Donald W. Thompson and Walton W. Thompson, and Evelyn E. Morris, all as will more fully appear by reference to the administration of the estate of Edward S. Thompson in the Orphans' Court for Queen Anne's County, Maryland, a certified copy of Letters of Administration in the estate of Edward S. Thompson attached hereto and made a part hereof and marked "Complainants Exhibit No. B".

3. That the said Walton W. Thompson, a son of said Edward S. Thompson, died intestate in Queen Anne's County, August 24, 1959, leaving surviving him Alice Elizabeth Clough (nee Thompson) and Mary Leith Thompson, (a minor), his daughters, and Marianne Coursey Thompson, his widow.

4. That the said Mary Elizabeth Thompson, widow, as aforesaid, by her deed dated October 30, 1963, recorded in land liber, Queen Anne's County, G.W. C. No. 4, folio 560, granted and conveyed her one-third interest in, and to, said lot and premises unto Evelyn E. Morris and Richard Elbert Thompson as joint tenants, a certified copy of said deed is attached hereto and made a part hereof and marked "Complainants Exhibit No. C".

5. That all known parties who would be entitled to the above mentioned land being sold have been made parties to this proceeding, as will more fully appear as follows, that is to say:

a. Herman S. Thompson, a son, resides near Grasonville, Maryland, is married to Mildred C. Thompson, both are adults.

b. Evelyn E. Morris, a daughter, resides near Queenstown, Maryland, is married to Paul T. Morris, both are adults.

c. William E. Thompson, a son, resides at Grasonville, Maryland is

married to Ruth Lyons Thompson, both are adults.

d. Orem A. Thompson, a son, resides at Chester, Maryland, is married to Margaret L. Thompson, both are adults.

e. Richard Elbert Thompson, a son, resides at Grasonville, Maryland, is married to Margaret C. Thompson, both are adults.

f. Donald W. Thompson, a son, resides at Chester, Maryland, is married to Anna Avaleen Thompson, both are adults.

g. Marianne Coursey Thompson, widow of Walton W. Thompson, lives at Chester, Maryland and is an adult; Alice Elizabeth Clough (nee Thompson) who lives at Chester, Maryland, is married to George Edward Clough, both are adults; Mary Leith Thompson, who lives at Chester, Maryland, and is a minor; both Alice Elizabeth Clough and Mary Leith Thompson are children of Walton W. Thompson, deceased.

6. That the lot or parcel of land hereinabove described cannot be divided without material loss or injury to the parties owning the same, and your Complainants are advised that they are entitled to have said real estate sold under a decree of this Court and a division of the moneys arising from such sale be had among the parties entitled thereto according to their respective rights and interests, after the payment of the costs of sale and of these proceedings.

7. That said Complainants have entered into a contract for the sale of said property to Edward Burns and Jeanne Burns, his wife, dated December 8, 1964, at and for the purchase price of SIX THOUSAND DOLLARS ($6,000.00) ---------- said contract including the interest of said infants within its terms and provisions, and is subject to the ratification thereof by this Honorable Court, an executed copy of said contract of sale being attached hereto, marked "Complainants Exhibit No. D" and prayed to be made a part hereof.

8. That the ratification of said contract of sale would be to the interest and advantage of said infant with the proceeds thereof to which said infant may be entitled to be invested in some productive fund for her benefit.

TO THE END THEREFOR:

(a) That the parcel of land and premises, with the improvements thereon, may be sold under a decree of this Court for the purpose of partition of the proceeds of sale among the parties intitled thereto according to their respective rights and interests therein under the direction of this Court.

(b) That the Contract of Sale, hereinbefore mentioned, be confirmed and ratified by this Honorable Court.

(c) That a trustee be appointed by this Honorable Court to convey said lands and property unto Edward Burns and Jeanne Burns, his wife, Vendees, their heirs and assigns, in fee simple, after payment in full of the purchase price, by a good and sufficient deed, free, clear and discharged of and from all right, title, interest or estate of all parties to said Bill of Complaint, or those claiming by, from or under them, or any of them.

(d) That said Trustee be vested with the power and authority to collect and receive said purchase price and bring the same into this Honorable Court for distribution under its order and direction.

(e) That your Orators may have such other and further relief as their cause may require.

And as in duty bound, etc.

TURNER & TURNER

BY EDWARD TURNER
Edward Turner
Solicitor for Complainants
109 Lawyers Row
Centreville, Maryland
Phone 758-1795

Filed Dec. 14, 1964

COMPLAINANTS EXHIBIT A
Filed Dec. 14, 1964

Queen Annes County to wit: be it remembered that on the Seventh day of April in the year Nineteen Hundred and Eight the following Deed was brought to be recorded to wit:

This deed made this twenty seventh day of March in the year Nineteen Hundred and Eight by John H. Strannahan and Mary R. Strannahan his wife of Caroline County, State of Maryland, Witnesseth, that for an in consideration of the sum of Three Hundred and Fifty ($350.00) the said John H. Strannahan and Mary R. Strannahan, his wife do hereby grant and convey unto Edward S. Thompson in fee simple all that lot or parcel of land

Examiners Exhibit 2 in testimony taken August 18, 1965

situated, lying and being in the village of Winchester Queen Annes County which is more particularly described by the following metes and bounds to wit:- On the north

by the public road running thence the village of Winchester a distance of fifty seven and one half feet on the east by the land of John Windsor a distance of one hundred and seventy feet on the south by the land of Edw. S. Thompson and on the west by Mrs. Caroline Coursey a distance of one hundred and thirteen and one half feet and on the north by the land of Edw. S. Thompson a distance of thirty two feet and on the east by the land of Edw. S. Thompson a distance of sixty feet, containing one quarter of and acre being the same more or less. This land was conveyed to John H. Strannahan by deed from W. E. Collier and wife recorded the 21st day of May 1890 and recorded in Liber W.D. No. 4, folio 289 a land Record Book for Queen Annes County. Together with the improvements thereon and the rights, ways and privileges thereto belonging or in any wise appertaining or belonging. And the said John H. Strannahan and Mary R. Strannahan his wife vovenant that they will warrant specially and generally the title to the property hereby covneyed and that they will execute such further assurance of title as may be requisite.

Witness our hand and seals the day and date above written.

Test: John H. his mark Strannahan (Seal)

H. E. Price Seal

Mary R. Strannahan (Seal)

Justice of the Peace

State of Maryland, Queen Annes County to wit:

I hereby certify that on this day of March 27th in the year Nineteen Hundred and Eight before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Annes personally appeared John H. Strannahan and Mary R. Strannahan his wife, and did acknowledge the aforegoing deed to be their respective act.

H. E. Price seal

Justice of the Peace.

Com. Exh. A.

Filed Dec 14, 1964

COMPLAINANTS EXHIBIT B
Filed Dec. 14, 1964

THE STATE OF MARYLAND

SEAL'S PLACE

QUEEN ANNE'S COUNTY, SCT:

Examiners Exhibit 1 in testimony
taken August 18, 1965.

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of EDWARD S. THOMPSON, late of Queen Anne's County, deceased, were on the 6th day of August in the year of our Lord one thousand nine hundred and sixty-three granted and committed unto HERMAN S. THOMPSON who was then and there appointed ADMINISTRATOR of the said deceased, 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 30th day of October in the year of our Lord, nineteen hundred and sixty-four.

Court's Seal

Test:

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County

Filed Dec. 14, 1964

COMPLAINANTS EXHIBIT C
Filed Dec. 14, 1964

No. 50830
Re 4485 RECEIVED FOR RECORD Dec. 10, 1963

THIS DEED made this 30th day of October, in the year one thousand nine hundred and and sixty-three by and between MARY ELIZABETH THOMPSON, widow, of Queen Anne's County, State of Maryland, party of the first part (but temporarily in Talbot County at the time of execution of these presents); and EVELYN E. MORRIS and RICHARD ELBERT THOMPSON, both of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS and THIRTY-FOUR CENTS ($1533.34), and

other valuable considerations, the receipts of which are hereby acknowledged, the said Mary Elizabeth Thompson, widow, does hereby grant and convey unto said Evelyn E. Morris and Richard Elbert Thompson, as joint tenants, and not as tenants in common, and to the survivor of them, their heirs and assigns, in fee simple, all of her right, title, interest and estate as the widow of the late Edwards S. Thompson in and to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, which is more particularly described by the following metes and bounds, to wit: On the north by the public road running through the village of Winchester a distance of fifty seven and one half feet, on the east by the land of or formerly of John Windsor a distance of one hundred and seventy three feet, on the south by other land of the late Edward S. Thompson and on the west by Mrs. Caroline Coursey a distance of one hundred and thirteen and one halffeet and on the north by other land of the late Edward S. Thompson a distance of thirty two feet, and on the east by other land of the late Edward S. Thompson a distance of sixty feet, containing one quarter of an acre, more or less.

BEING the same and all of the land and premises which was granted and conveyed unto the said Edward S. Thompson (now deceased) by John W. Strannahan and Mary R. Strannahan, his wife, by deed of conveyance bearing date March 27, 1908 and recorded on April 7, 1908 in Liber S.S. 4, folio 389, a land record book for Queen Anne's County, State of Maryland, and of which real estate the said Edward S. Thompson died seized and possessed intestate on January 1, 1954 leaving surviving him his widow, Mary Elizabeth Thompson, the grantor herein, and the following children as his only heirs at law: Herman S. Thompson, Evelyn E. Morris, William E. Thompson, Orem A. Thompson, Richard Elbert Thompson, Donald W. Thompson, and Walton W. Thompson. The said Walton W. Thompson is now deceased and his interest in said property has devolved unto Alice Elizabeth Clough (nee Thompson) and Leath Thompson, his daughters, and Marianne Coursey Thompson, his widow

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.

TO HAVE AND TO HOLD the land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Evelyn E. Morris and Richard Elbert Thompson, as joint tenants, and not as tenants in common, and to the survivor of them, their heirs and assigns, in fee simple, all of her right, title, interest and estate as the widow of the late Edward S. Thompson.

AND the said Mary Elizabeth Thompson, widow -- does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

TEST: (as to Grantor)

RUBY___ QUIMBY R N.

MARY ELIZABETH THOMPSON (SEAL)
Mary Elizabeth Thompson

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

I HEREBY CERTIFY, that on this 30th day of October, in the year one thousand nine hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared - Mary Elizabeth Thompson - - and she acknowledged the foregoing Deed to be her act.

Witness my hand and notarial seal

Two-One Dollar Ten Cent Int. Rev. Stamps. Endorsed T & T 12/10/63

YVONNE W. QUIMBY
Yvonne W. Quimby
Notary Public
My commission exprire May 3, 1965

Two-Two Dollar Twenty Cent Recordation Tax Stamps. Endorsed 12-10-63

Notary Public Seal

Filed Dec. 14, 1964

COMPLAINANTS EXHIBIT NO. D
Filed Dec. 14, 1965

THIS CONTRACT OF SALE, made this 8th day of December 1964, between HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, WILLIAM E. THOMPSON and RUTH LYONS THOMPSON, his wife, OREM A. THOMPSON and MARGARET L. THOMPSON, his wife, RICHARD E. THOMPSON and MARGARET C. THOMPSON, his wife, DONALD W. THOMPSON and ANNA AVALEEN THOMPSON, his wife, EVELYN E, MORRIS and PAUL T. MORRIS, her husband, MARIANNE COURSEY THOMPSON, widow, and ALICE ELIZABETH CLOUGH and GEORGE EDWARD CLOUGH, her husband, all of Queen Anne's County, State of Maryland, hereinafter referred to as Vendors; and EDWARD BURNS and JEANNE BURNS, his wife, of Queen Anne's County, State of Maryland, hereinafter referred to as Vendees.

WHEREAS, Edward S. Thompson, late of Queen Anne's County, State of Maryland, departed this life on January 1st, 1954, seized and possessed of real estate hereinafter described;

AND WHEREAS the said Edward S. Thompson left surviving him the following heirs at law:

a. Mary Elizabeth Thompson, his widow.

b. Herman S. Thompson, a son.

c. William E. Thompson, a son.

d. Orem A. Thompson, a son.

e. Richard E. Thompson, a son.

f. Donald W. Thompson, a son.

g. Evelyn E. Morris, a daughter.

h. Walton W. Thompson, a son who has since died intestate and left surviving him as his heirs at law his widow, Marianne Coursey Thompson, and two daughters, Alice Elizabeth Clough (married to George Edward Clough) and Mary Leith Thompson, an infant.

AND WHEREAS the said Mary Elizabeth Thompson, widow, as aforesaid, by her deed dated October 30, 1963 and recorded in land liber Queen Anne's County, C.W.C. No. 4, folio 560, granted and conveyed her one-third (1/3) interest in and to said lot and premises unto Evelyn E. Morris and Richard E. Thompson, as joint tenants.

AND WHEREAS the said Vendors desire to sell and dispose of their undivided right, title, interest and estate in and to all that lot or parcel of land situate, lying and being in the Town of Grasonville and more particularly described as follows:

ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, which is more particularly described by the following metes and bounds, to wit: On the North by the public road running through the village of Winchester, a distance of fifty seven and one half feet; on the East by the land of, or formerly of, John Windsor, a distance of one hundred and seventy three feet; on the South by other land of the late Edward S. Thompson; and on the West by Mrs. Caroline Coursey, a distance of one hundred and thirteen and one half feet; and on the North by other land of the late Edward S. Thompson, a distance of sixty feet; containing one quarter of an acre, more or less.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or allyes, ways, waters, priviletes, appurtenances and advantages to the same belonging or in anywise appertaining.

NOW THEREFORE, THIS CONTRACT OF SALE WITNESSETH: That the said Vendors do hereby agree to sell unto the Vendees, and the Vendees do agree to purchase from the Vendors, all their individed right, title, interest and estate in and to the above described real estate, upon the following terms and conditions, to wit:

1. It is understood and agreed that this Contract of Sale is made upon the condition that the vendors shall forthwith sign and diligently prosecute in the Circuit Court for Queen Anne's County in equity an appropriate proceeding, in partition or otherwise, for the purpose of having a trustee appointed to sell and convey unto the vendees the hereinabove described property, including all the undivided right, title, interest and estate of Mary Leith, infant daughter of Walton W. Thompson, at and for 2/63 of the price of SIX THOUSAND DOLLARS ($6,000.00), and of securing the approval, ratification, and confirmation by said Court of this sale. Said vendors do agree to submit to any and all decrees or orders that may hereafter be made by said Court in the premises.

2. The title and interest of said vendors and said infant in the premises is to be conveyed unto the vendees by a good and sufficient deed in form usual and customary, conveying fee simple title to said tract of land, free from all liens, mortgages, and encumbrances (except properly recorded rights of ways); and for such deed and conveyance, vendees agree to pay the sum of SIX THOUSAND DOLLARS ($6,000.00), of which sum of TWENTY FIVE DOLLARS ($25.00) ---------- has been paid upon the execution of this agreement, the receipt whereof is hereby acknowledged, and the balance of FIVE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS ($5,975.00) ------ is to be paid in cash or certified check at the time of final settlement as hereinafter provided. The aforesaid payment or deposit shall be held in escrow in the Centreville National Bank of Maryland for the benefit of the vendors and vendees by B. Hackett Turner, Jr., Attorney and Clayton C. Carter Attorney. In the event of default of the vendors herein, said deposit shall be returned by the escrow agent by the vendees. This contract shall be deemed null and void and all liability of the parties hereto shall cease and terminate. In the event of default hereunder by the vendees, said money shall be turned over to the vendors by said escrow agents as damages, but nothing herein contained, in this instance, shall prevent or deny unto the vendors the right to file suit in specific performance against the vendees for compliance with this contract of sale. Upon settlement hereunder, as provided, said escrow agents shall make available such deposit unto the vendors or apply the same as directed by order of said Court.

3. It is hereby agreed that the costs of preparing this Agreement shall be paid by the Vendors; and costs of title search and deed, including U. S. and State of Maryland revenue stamps, recording, and all other title costs shall be paid by vendees, but no costs of the equity proceeding shall be paid by the

vendees.

4. Title to the real estate is to be examined by Vendees' attorney, and at Vendees' expense, but if such title is found defective in the opinion of Vendees' attorney and Vendees do not waive the same, this Agreement shall be null and void and neither party shall be liable for damages hereunder, and all earnest money shall be forthwith refunded unto the Vendees.

5. State and County real estate taxes and municipal taxes, water and sewer rents, shall be pro-rated between the parties hereto as of the date of settlement and passage of the aforesaid deed.

6. The present fire insurance policies on the aforesaid property shall be continued as they now are, until day of settlement, with the proper endorsements made thereon, protecting the Vendors and Vendees as their interest may appear; and with the privilege extended to the Vendees to place whatever additional insurance they may desire on the property at their own expense, but all premiums on all insurance policies on said property and now in existence, shall be apportioned as of the date of settlement, unless the Vendees shall elect to concel said policies.

7. Settlement is to be held within thirty (30) days of final ratification of said sale by the Circuit Court for Queen Anne's County in Equity, in the office of Turner & Turner, 109 Lawyers' Row, Centreville,, Maryland, or at such other time and place as may be mutually agreed upon, at which time the Vendees shall receive full possession of the premises.

This Contract of Sale is to bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

WITNESS: (as to Sellers) KATHERINE L. COURSEY	HERMAN S. THOMPSON (SEAL) Herman S. Thompson
KATHERINE L. COURSEY	MILDRED C. THOMPSON (SEAL) Mildred C. Thompson
KATHERINE L. COURSEY	WILLIAM E. THOMPSON (SEAL) William E. Thompson
KATHERINE L. COURSEY	RUTH LYON THOMPSON (SEAL) Ruth Lyon Thompson
KATHERINE L. COURSEY	OREM A. THOMPSON (SEAL) Orem A. Thompson
KATHERINE L. COURSEY	MARGARET L. THOMPSON (SEAL) Margaret L. Thompson
KATHERINE L. COURSEY	RICHARD E. THOMPSON (SEAL) Richard E. Thompson
KATHERINE L. COURSEY	MARGARET C. THOMPSON (SEAL) Margaret C. Thompson
KATHERINE L. COURSEY	DONALD W. THOMPSON (SEAL) Donald W. Thompson
KATHERINE L. COURSEY	ANNA AVALEEN THOMPSON (SEAL) Anna Avaleen Thompson
KATHERINE L. COURSEY	EVELYN E. MORRIS (SEAL) Evelyn E. Morris
KATHERINE L. COURSEY	PAUL T. MORRIS (SEAL) Paul T. Morris
KATHERINE L. COURSEY	MARIANNE COURSEY THOMPSON (SEAL) Marianne Coursey Thompson
KATHERINE L. COURSEY	ALICE ELIZABETH CLOUGH (SEAL) Alice Elizabeth Clough
KATHERINE L. COURSEY	GEORGE EDWARD CLOUGH (SEAL) George Edward Clough
WITNESSES: (as to Purchasers)	EDWARD BURNS (SEAL) Edward Burns
CLAYTON C. CARTER	JEANNE BURNS (SEAL) Jeanne Burns

Filed Dec. 14, 1964

EQUITY SUMMONS
Filed Jan. 4, 1965

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

January Return Day

File No. 4672

Docket C.W.C. #1, fol. 59

TO: Mary Leith Thompson, infant,
Chester, Maryland

You are hereby summoned to the Circuit Court for QueenAnne's County to the First Monday of January, next, to answer an action at the suit of Herman S. Thompson and Mildred C. Thompson, his wife, Grasonville, Maryland; William E. Thompson and Ruth Lyons Thompson, his wife, Grasonville, Maryland; Orem A. Thompson and Margaret L. Thompson, his wife, Chester, Maryland; Richard E. Thompson and Margaret C. Thompson, his wife, Grasonville, Maryland; Donald W. Thompson and Anna Avaleen Thompson, his wife, Chester, Maryland, Evelyn E. Morris and Paul T. Morris, her husband, Queenstown, Maryland, Marianne Coursey Thompson, widow, Chester, Maryland; Alice Elizabeth Clough and George Edward Clough, her husband, Chester, Maryland,

Issued this 14th. day of December, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Turner & Turner
109 Lawyers Row
ADDRESS: Centreville, Maryland
Phone 758-1795

CHARLES W. CECIL
Clerk

(Seal of Court)

Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 19, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following return:

SUMMONED Mary Leith Thompson, Infant, and a copy of Summons and Bill of Complaint left with her and a copy of Summons and Bill of Complaint left with Marianne Coursey Thompson, her parent, in whose custody she was found this 2nd day of January, 1965.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County.

PETITION
Filed Jan. 20, 1965

HERMAN S. THOMPSON, ET. AL., COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	CHANCERY NO. 4672
MARY LEITH THOMPSON, INFANT, DEFENDANT.	:	

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Marianne Coursey Thompson, natural Guardian of Mary Leith Thompson, Infant, unto your Honors, respectfully says:

1. That as will appear by reference to the Bill of Complaint filed in this case, the Defendant, Mary Leith Thompson, is an infant under the age of twenty-one years.

2. That the writs of subpoena heretofore issued in this cause against Mary Leith Thompson has been duly served and a copy thereof, along with the Bill of Complaint, served on your Petitioner, as natural guardian of said infant, as will appear from the returns of the Sheriff of Queen Anne's County.

3. That your Petitioner is advised that because of said infancy of the Defendant, it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the suit for said infant.

THEREFORE, 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 Mary Leith Thompson, infant, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infant.

AND, AS IN DUTY BOUND, ETC.

EDWARD TURNER
Edward Turner
Solicitor for Complainants
109 Lawyers Row

Centreville, Maryland
Telephone: 758-1795

Filed Jan. 20, 1965

ORDER
Filed Jan. 20, 1965

ORDER

Upon the aforegoing Petition, IT IS ORDERED this 20th day of January, 1965, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that Virginia S. White of Queen Anne's County, State of Maryland, be, and she is hereby appointed Guardian Ad Litem of Mary Leith Thompson, infant, with instructions to her to answer and defend the suit instituted against said infant by the Bill of Complaint filed in this cause.

THOS J KEATING JR
JUDGE

Filed: Jan. 20, 1965

ANSWER
Filed Ja,. 21, 1965

HERMAN S. THOMPSON, ET AL., COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	CHANCERY NO. 4672
MARY LEITH THOMPSON, INFANT, DEFENDANT.	:	

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mary Leith Thompson, infant, under the age of twenty-one years, by Virginia S. White, her Guardian Ad Litem, to the Bill of Complaint exhibited against her in said cause, says:

That this Defendant neither admits nor denies any of the matters or things alleged in the Bill of Complaint, and being an infant of tender years, submits her rights to the protection of this Honorable Court.

Respectfully submitted:

VIRGINIA S. WHITE
Virginia S. White,
Guardian Ad Litem

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

I HEREBY CERTIFY, that on this 21st day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared VIRGINIA S. WHITE, the above named Guardian Ad Litem for Mary Leith Thompson, infant, and made oath in due form of law that the matters and things stated in the aforegoing Answer are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

RUTH HASTINGS
Ruth Hastings
Notary Public
My commission expires May 3, 1965

I HEREBY CERTIFY, that a copy of the aforegoing Answer was served on Edward Turner, Solicitor for the Complainants, by leaving a copy of the same at his law office at 109 Lawyers Row, Centreville, Maryland, this 21st day of January, 1965.

VIRGINIA S. WHITE
Virginia S. White,
Guardian Ad Litem

Filed Jan. 21, 1965

DEPOSITION
Filed Feb. 15, 1965

HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, ET AL. COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
MARY LEITH THOMPSON, Infant, Chester, Maryland, RESPONDENT.	:	CHANCERY CAUSE NO. 4672

: : : : :

The Solicitor for the Plaintiffs, Edward Turner, having noti-

fied the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this cause, your examiner did attend on the 12th day of February, 1965, in the law office of Turner & Turner, in the town of Centreville, Queen Anne's County, Maryland, at the hour of one thirty o'clock P.M., there being present, Herman S. Thompson, Marianne Coursey Thompson, widow of Walton W. Thompson, William Walter Jewell and Winfred E. Clevenger, witnesses called by the Plaintiffs; Edward Turner, Solicitor for the Plaintiffs; and Virginia S. White, Guardian Ad Litem of the infant Defendant; and proceeded to take the following testimony (the Plaintiffs, by their Attorney, having agreed that Virginia S. White should transcribe the testimony even though she is Guardian Ad Litem for the infant Defendant).

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr., Examiner

Filed Feb. 14, 1965

HERMAN S. THOMPSON, the first witness of lawful age, having been duly sworn, deposes and says:

Q. Please state your name and address.

A. Herman Silas Thompson, Grasonville, Maryland. I am the same as Herman S. Thompson. Salis is my middle name.

Q. Are you one of the children of the late Edward S. Thompson?

A. Yes, I am.

Q. When did he die?

A. He died January 1, 1954.

Q. Did he leave a Will?

A. No, he did not.

Q. Was there administration on his estate in the Orphans' Court of Queen Anne's County?
(At this point a certified copy of Letters of Administration in the estate of Edward S. Thompson were marked Examiners Exhibit 1)

A. Yes.

Q. Will you state the names of the other children of Edward S. Thompson?

A. William E. Thompson
Orem A. Thompson
Richard E. Thompson
Donald W. Thompson
Evelyn E. Morris now living and
Walton W. Thompson, deceased

Q. Will you state the names and addresses of the husband or wife of the other children?

A. Ruth Lyons Thompson, wife of William E. Thompson, Grasonville, Maryland
Margaret L. Thompson, wife of Orem A. Thompson, Chester, Maryland
Margaret C. Thompson, wife of Richard E. Thompson, Grasonville, Maryland
Anna Avaleen Thompson, wife of Donald W. Thompson, Chester, Maryland
Paul T. Morris, husband of Evelyn E. Morris, Queenstown, Maryland
Marianne Coursey Thompson, Widow of Walton W. Thompson, Chester, Maryland

Q. And, who is your wife?

A. Mildred C. Thompson

Q. I hand you a memorandum you gave me of those addresses. Perhaps you can refresh your memory from it.

A. Those addresses are correct.

Q. I hand you the deed from Mary R. Stranahan to Edward S. Thompson, dated March 27, 1908 and recorded in land liber Queen Anne's County, S.S. No. 4, folio 389, marked Complainants Exhibit A and being marked Examiners Exhibit 2.
Is this the property your father owned during his lifetime and at his death passed to his widow and children you have named?

A. Yes, it is.

Q. Will you state whether Walton W. Thompson is still living?

A. No, he is not.

Q. When did he die?

A. He died in 1959.

Q. Did he leave a widow and children?

A. Yes a widow and two daughters.

Q. Please give the names of the widow and children of Walton W. Thompson.

A. Marianne Coursey Thompson, Widow; Alice Elizabeth Clough, daughter, and Mary Leith Thompson, daughter.

Q. Give the name of the husband of Alice Elizabeth Thompson Clough, a daughter of Walton W. Thompson.

A. George Edward Clough.

Q. Did Walton W. Thompson leave a Will?

A. No.

Q. Was there any administration on the estate of Walton W. Thompson in the Orphans Court for Queen Anne's County?

A. No, there was not.

Q. I now show you the original Contract of Sale between Herman S. Thompson, et al, and Edward Burns and Jeanne Burns, his wife.
Were you one of the Sellers in this contract?

A. Yes.

Q. Is this the property your father owned at his death and which passed to his widow and children?

A. Yes.

Q. What was the agreed price in the contract?
(At this point the Contract of Sale was marked Examiners Exhibit No. 3)

A. $6,000.00.

Q. Please describe this property which is being sold under this Contaact of Sale. Could it be divided among the heirs in your opinion?

A. This is a house and store property on about a quarter of an acre of land and would not lend itself to be divided among the heirs. It is located in Grasonville, QueenAnne's County, Maryland.

Q. Did your mother sell and convey her interest in this property?

A. Yes.

Q. Who owns her one-third interest?

A. My brother, Richard E. Thompson, and my sister, Evelyn E. Morris, as joint tenants.

(At this point a certified copy of the deed from Elizabeth Thompson, widow, to Evelyn E. Morris and RRichard E. Thompson, dated October 30, 1963 and recorded in land liber Queen Anne's County, C.W.C. No. 4 folio 560, was marked Examiners Exhibit No. 4.)

MRS. WALTON THOMPSON, the second witness of lawful age, having been duly sworn and says:

Q. Will you state your name and address please?

A. Marianne C. Thompson, Chester, Maryland.

Q. Are you the widow of Walton W. Thompson?

A. Yes.

Q. Was he one of the children of Edward S. Thompson, deceased?

A. Yes.

Q. When did he die?

A. He died August 24, 1959.

Q. Has there been any administration of his estate in the Orphans Court of Queen Anne's County?

A. No.

Q. Were you one of the Sellers in the Contract of Sale which has been identified as Examiners Exhibit No. 3?

A. Yes.

Q. Did your husband leave any Will that you know of?

A. No.

Q. Will you state who his heirs were other than yourself?

A. Alice Elizabeth Clough and Mary Leith Thompson, daughters.

Q. Are any of them under 21 years of age?

A. Yes, Leith is--she is 16. She was born December 28, 1948.

Q. Where do they reside?

A. Alice Elizabeth is married and lives at Chester, Maryland, and Mary Leith lives with me.

Q. Has there been any inheritance tax paid on your late husband's interest in the land which is the subject of this case?

A. Yes, it was paid in the estate of his father, Edward S. Thompson.

WINFRED E. CLEVENGER, the third witness of lawful age having been duly sworn, deposes and says:

Q. State your name and address, please.

A. Winfred E. Clevenger, Grasonville, Maryland.

Q. Will you state your business?

A. I am manager of Clevenger Oil Company, Inc., and I am also a part time real estate salesman.

Q. How long have you been a real estate broker?

A. I am not a real estate broker, but I have been selling real estate about eight years.

Q. Will you state whether or not you are familiar with land values in the Fifth Election District of Queen Anne's County?

A. Yes, I am.

Q. I now show you Examiners Exhibit No. 2, a deed from John W. Stranahan and wife to Edward S. Thompson, said deed dated March 27, 1908, recorded in land liber Queen Anne's County, S. S. No. 4, folio 389, land which is being sold in this case subject to approval of the court. Will you state whether or not you have made an appraisal of this real estate?

A. Yes, I have.

Q. Will you state what is the fair market value of the land and improvements?

A. In my opinion, the fair market value of this property would be anywhere from $5,000.00 tp $5,500.00, and I feel that the Contract price of $6,000.00 represents a very very good price.

Q. Will you state whether or not it would be practical to subdivide this parcel of land, in kind, among the respective owners of it?

A. No, it would not be practical.

Q. Is this the reason that you feel that it would be to the advantage of the parties to sell the property?

A. Yes, since it cannot be divided, it would definitely be to their advantage to sell it.

Q. Would you care to state the basis upon which you arrived at your appraisal?

A. The comparison with previous sales of similarly old property in the area of Grasonville and a recent examination of the condition of the buildings.

WALTER JEWELL, the fourth witness of lawful age, having been duly sworn, deposes and says:

Q. State your name, address, and occupation.

A. William Walter Jewell, Grasonville, Maryland, retired.

Q. Are you a land owner and broker in QueenAnne's County?

A. I am a land owner and I have bought and sold a great deal of real estate.

Q. Will you state whether or not you are familiar with land values in the Fifth Election District (Grasonville area), Queen Anne's County, Maryland?

A. Yes, I feel that I am.

Q. Will you state whether or not you have made an appraisal of the land described in the Contract of Sale (Examiners Exhibit No. 3) mentioned in this proceeding?

A. Yes, I have and I know the property well.

Q. Will you state your opinion as to the fair market value of this property described in the Contract of Sale?

A. The consideration reflected in the Contract of Sale certainly does represent a very fair value for this property.

Q. Would you care to state the basis for your opinion?

A. I was one of the appraisers of this property in the estate of Edward S. Thompson about a year ago and we returned a figure of $4,600.00 based upon the condition of the property and comparable sales of property in the community.

Q. Would it be practical to divide this entire property, in kind, among its present ten owners?

A. No, it would not.

There being no other witnesses to be examined, or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner now makes his return and certifies that he was engaged in taking this testimony and examined four witnesses, making the costs chargeable in this cause as follows, to wit:

All witnesses waived fee

Vachel A. Downes, Jr., Examiner - - - - - - - - - - - $10.00

Virginia S. White, Stenographer ---------- 10.00

Total - - - - - - - - - - - $20.00

Respectfully submitted,

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr., Examiner

Filed Feb. 15, 1965

PETITION OF OMITTED PARTIES
TO BE MADE PARTIES
Filed March 8, 1965

HERMAN S. THOMPSON, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
MARY LEITH THOMPSON, Infant, Chester, Maryland, DEFENDANT	:	CHANCERY CAUSE NO 4672

: : : : : : :

PETITION OF OMITTED PARTIES TO BE MADE PARTIES

The Petition of Edward Burns and Jeanne Burns, his wife, by their attorney, Clayton C. Carter, unto your Honors respectfully shows:

1. That heretofore suit was filed by the Complainants against Mary Leith Thompson, Infant, for sale of certain real estate mentioned and described in a Contract of Sale filed therein and the proceeds of sale partitioned among the parties entitled thereto according to their respective rights and interests under the direction of this Court.

2. That the Contract Purchasers of said property, Edward Burns and Jeanne Burns, his wife, were not made parties to said cause, although they had entered into said Contract of Sale on December 8, 1964, prior to the filing of said suit.

3. That your Petitioners desire to be added in this proceeding as parties plaintiff.

4. That your Petitioners consent to the passage of the Decree prayed in this cause, by this Honorable Court.

WHEREFORE your Petitioners petition, pursuant to Maryland Rule 282, to be added as parties Plaintiff.

Respectfully submitted:

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Contract Purchasers
111 Lawyers Row
Centreville, Maryland
758-1680

Filed Mar. 8, 1965

ORDER OF COURT
Filed Mar. 8, 1965

ORDER OF COURT

Upon the aforegoing Petition, IT IS, this 8th day of March, 1965, ORDERED that Edward Burns and Jeanne Burns, his wife, Contract Purchasers of real estate mentioned and described in said cause, be made parties plaintiff.

THOS J KEATING JR
JUDGE

Filed Mar. 8, 1965

DECREE
Filed Mar. 8, 1965

HERMAN S. THOMPSON et al COMPLAINANTS	:	In the Circuit Court
	:	For
vs.	:	Queen Anne's County
MARY LEITH THOMPSON Infant, Chester, Maryland DEFENDANT	:	Chancery No. 4672

: : : : : : :

DECREE

The above cause standing for decision upon the Bill of Complaint of Herman S. Thompson et al, the Answer of the Infant Defendant by her Guardian ad litem, and the testimony taken before one of the Standing Examiners of this court, and said pleadings and testimony and the exhibits thereto having been read and considered, the Court finds that the real estate sought by the Bill to be sold in lieu of partition cannot be without loss or injury to the parties entitled:

It Is, therefore this 8th day of March, 1965, by the Circuit Court for Queen Anne's County, in Equity, Adjudged, Ordered and Decreed, as follows:

1. That Edward Turner be and he is hereby appointed Trustee to sell the real estate described in the Contract of Sale filed herein, marked Plaintiffs' Exhibit "D" and Examiner's Exhibit #3, upon the terms and conditions set forth in said Contract of Sale;

2. That said Trustee, before he shall proceed to act as such, shall file with the Clerk of this Court a bond to the State of Maryland, in the penalty of Six Thousand Dollars with corporate surety to be approved by this Court.

3. That as soon as practicable after said sale and in no event more than thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such sale in the form required by the Maryland Rules.

4. That upon the final ratification of said sale by this Court after the passage of the usual order nisi thereon and upon the payment of the whole purchase price, and not before, said trustee shall be a good and sufficient deed, to be by him executed and acknowledged agreeably to law, convey to the purchaser the property and estate so sold to 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;

5. That said Trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court;

6. And, It Is Further Ordered, that Edward Turner, Trustee, as aforesaid, be and he is hereby, directed to gove notice to the creditors of Walton W. Thompson, deceased, to file their claims pursuant to the provisions of Code (1957) Art. 93, Sec. 124, and the rule of this Court relating to such notice.

THOS J KEATING JR.

Filed Mar. 8, 1965

CERTIFIED COPY OF BOND
Filed March 16, 1965

RECEIVED FOR RECORD Mar. 16, 1965
STATE OF MARYLAND :
TO WIT:
QUEEN ANNE'S COUNTY :

KNOW ALL MEN BY THESE PRESENTS, that we, Edward Turner 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 SIX THOUSAND DOLLARS ($6,000.00) - - - - current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by those presents, sealed with our seals and dated this 15th day of March, 1965;

WHEREAS, the above bounden Edward Turner, has been appointed by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 8th day of March, 1965, Trustee to make sale of the real estate mentioned and described in the cause in said Court intitled Herman S. Thompson, et al, vs. Mary Leith Thompson, Infant, commenced by Bill of Complaint filed in Cause No. 4672 on the Chancery Docket of said Court;

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

TEST:

VIRGINIA S. WHITE

EDWARD TURNER (SEAL)
Edward Turner

ATTEST:(as to corporate seal)

UNITED STATES FIDELITY AND GUARANTY CO.

VIRGINIA S. WHITE

BY B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
ITS ATTORNEY-IN-FACT

Corporate
Seal

Security approced and Bond filed March 16, 1965

CHARLES W. CECIL, CLERK

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 91, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for QueenAnne's County, this 16th day of March in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed March 16, 1965

HERMAN S. THOMPSON, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
MARY LEITH THOMPSON, Infant, Chester, Maryland, DEFENDANT.	:	CHANCERY CAUSE NO. 4672

: : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of teal estate made in this cause by Edward Turner, Trustee appointed to make such sale, unto your Honors respectfully shows:

1. That pursuant to the Decree of this Honorable Court, passed on the 8th day of March, 1965, your Trustee filed in this cause a Bond in the penalty of SIX THOUSAND DOLLARS ($6,000.00) 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 proceeded, in accordance with the terms of the written Contract of Sale filed in this cause as "Complainants Exhibit D" and "Examiners Exhibit 3", to sell unto Edward Burns and Jeanne Burns, his wife, of Queen Anne's County, Maryland, the land and premises described in said Contract of Sale.

3. That Edward Burns and Jeanne Burns, his wife, have, in accordance with the terms of saie Contract of Sale, paid unto your Trustee the sum of TWENTY FIVE DOLLARS ($25.00) pn account of the purchase price, of SIX THOUSAND DOLLARS ($6,000.00).

Respectfully submitted,

EDWARD TURNER
Edward Turner, Trustee

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

I HEREBY CERTIFY, that on this 16th day of March, 1965, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared EDWARD TURNER, 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.

CHARLES W. CECIL
Clerk of Court

Filed: March 16, 1965

ORDER NISI ON SALE
Filed March 16, 1965

ORDER NISI ON SALE

Herman S. Thompson, et al., Complainants	In the Circuit Court
vs.	for Queen Anne's County

Mary Leith Thompson, infant,)
Defendant)

In Equity

Cause No. 4672

ORDERED, this 16th. day of March, 1965, that the sale of the real property, made and reported in this cause by Edward Turner, Trustee, be ratified and confirmed, on or after the 16th. day of April, 1965, 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 9th. day of April, 1965.

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

CHARLES W. CECIL Clerk

Filed March 16, 1965

PETITION TO STRIKE OUT DECREE OF
MARCH 8, 1965
AND MOTION FOR LEAVE TO FILE AN
AMENDED BILL OF COMPLAINT
Filed June 24, 1965

HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, Chester, Maryland;	*	IN THE CIRCUIT COURT
WILLIAM E. THOMPSON and Ruth LYONS THOMPSON, his wife, Grasonville, Maryland;	*	FOR
OREM A. THOMPSON and MARGARET L. THOMPSON, his wife, Chester, Maryland;	*	QUEEN ANNE'S COUNTY
RICHARD E. THOMPSON and MARGARET C. THOMPSON, his wife, Grasonville, Maryland;	*	IN EQUITY
DONALD W. THOMPSON and ANNA AVALEEN THOMPSON, his wife, Chester, Maryland;	*	CAUSE NO. 4672
EVELYN E. MORRIS and PAUL T. MORRIS, her husband, Queenstown, Maryland	*	
MARIANNE COURSEY THOMPSON, widow, Chester, Maryland;	*	
ALICE ELIZABETH CLOUGH and GEORGE EDWARD CLOUGH, her husband, Chester, Maryland;	*	
EDWARD BURNS and JEANNE BURNS, his wife,	*	
COMPLAINANTS	*	
vs.	*	
MARY LEITH THOMPSON, Infant, Chester, Maryland	*	
RESPONDENT		

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

PETITION TO STRIKE OUT DECREE OF MARCH 8, 1965

AND MOTION FOR LEAVE TO FILE AN AMENDED BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The original Complainants, Herman S. Thompson and Mildred C. Thompson, his wife, William E. Thompson and Ruth Lyons Thompson, his wife, Orem A. Thompson and Margaret L. Thompson, his wife, Richard E. Thompson and Margaret C. Thompson, his wife, Donald W. Thompson and Anna Avaleen Thompson, his wife, Evelyn E. Morris and Paul T. Morris, her husband, Marianne Coursey Thompson, widow, and Alice Elizabeth Clough and George Edward Clough, her husband, by Edward Turner, their Solicitor, and the Contract Purchasers, Edward Burns and Jeanne Burns, his wife, by Clayton C. Carter, their Solicitor, petition this Honorable Court to strike out the Decree of March 8, 1965 in these proceedings and move the Court for leave to file an amended Bill of Complaint, and for reasons say:

(1) That the land intended to be sold and to be described in the Bill of Complaint filed in these proceedings and in the Contract of Sale exhibited therewith consisted of two (2) parcels of land instead of the one (1) described in the said Bill of Complaint.

(2) That the other or omitted parcel was conveyed unto the late Edward S. Thompson, deceased, by Charles O. Coursey and Alice V. Coursey, his wife, by deed of conveyance bearing date February 4, 1908 and recorded on February 18, 1908 in Liber S.S. No. 4, folio 311, a land record book for Queen Anne's County, State of Maryland, and is described as follows, to wit:

ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, State of Maryland, which is more particularly described by the following metes and bounds, to wit: Starting from a point at the northeast corner and running West to a distance of thirty-two (32)

feet to the land of, or formerly of, W. O. Coursey; and with the said Coursey land to a distance of sixty (60) feet; thence an Easterly course to a distance of thirty-two (32) feet; thence North a distance of sixty (60) feet to the beginning, containing one thousand nine hundred twenty (1,920) square feet, more or less.

(3) That this Honorable Court signed a Decree in these proceedings on the eighth day of March, 1965.

(4) That the Complainants desire to amend said Bill of Complaint to include the hereinabove described parcel of land inadvertently omitted.

(5) That Virginia S. White, Guardian ad Litem, heretofore appointed by this Honorable Court consents to the filing of this Petition and Motion.

WHEREFORE the Complainants petition and move this Honorable Court as follows:

(1) To set aside its Decree dated March 8, 1965;

(2) For leave to file an Anemded Bill of Complaint;

(3) For leave to take testimony to support the allegations contained in the Amended Bill of Complaint.

EDWARD TURNER
Edward Turner
Solicitor for Original Complainants
109 Lawyers Row
Centreville, Maryland

CLAYTON C. CARTER
Clayton C. Carter
Solicitor for Contract Purchasers
111 Lawyers Row
Centreville, Maryland

Filed June 24, 1965

I, Virginia S. White, Guardian ad Litem of Mary Leith Thompson, infant, consent to the filing of this Petition and Motion, and to the Relief prayed for therein.

VIRGINIA S. WHITE
Virginia S. White,
Guardian ad Litem

Filed June 24, 1965

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 24th day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared HERMAN S. THOMPSON, one of the Complainants, and he made oath, in due form of law, that the matters and facts set forth in the aforegoing Motion are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

VIRGINIA S. WHITE
Notary Public
Virginia S. White

Notary
Public
Seal

My commission expires July 1, 1965

Filed June 24, 1965

ORDER OF COURT
Filed June 25, 1965

ORDER OF COURT

Although the Decree of March 8, 1965 is enrolled by the lapse of thirty (30) days from said date and it appearing that a mistake in the preparation of the Contract of Sale dated December 8, 1964, and which was filed as Exhibit D in said proceedings and in the preparation of the original Bill of Complaint was made by the omission of one parcel of land intended to be sold, and it further appearing that the circumstances are such as to satisfy this Court in the exercise of its discretion that said enrolled Decree should be set aside;

NOW, THEREFORE, upon the aforegoing Petition and Motion, IT IS this 24th day of June, 1965, by the Circuit Court of Queen Anne's County, sitting in Equity, ORDERED:

1. That the Decree of this Court, passed in these proceedings dated March 8, 1965, be and it is hereby stricken out.

2. Leave is hereby granted to file an Amended Bill of Complaint.

3. Leave is hereby granted to take testimony to support the allegations contained in the Amended Bill of Complaint.

THOS J KEATING JR

Filed June 25, 1966

JUDGE.

~~ORDERED, this 16th day of March, 1965, that the sale of the real property made and reported in this cause by Edward Turner, Trustee, be ratified and confirmed, on or after the 16th day of April, 1965, 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 9th day of April, 1965.~~

~~The report states the amount of sales to be $6,000.00.~~

~~CHARLES W. CECIL Clerk~~

~~Filed March 16, 1965~~

AMENDED BILL OF COMPLAINT
Filed July 14, 1965

HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, Grasonville, Maryland;	*	IN
WILLIAM E. THOMPSON and RUTH LYONS THOMPSON, his wife, Grasonville, Maryland;	*	THE
OREM A. THOMPSON and MARGARET L. THOMPSON, his wife, Chester, Maryland;	*	CIRCUIT
RICHARD E. THOMPSON and MARGARET C. THOMPSON, his wife, Grasonville, Maryland;	*	COURT
DONALD W. THOMPSON and ANNA AVALEEN THOMPSON, his wife, Chester, Maryland;	*	FOR
EVELYN E. MORRIS and PAUL T. MORRIS, her husband Queenstown, Maryland	*	QUEEN
MARIANNE COURSEY THOMPSON, widow Chester, Maryland;	*	ANNE'S
ALICE ELIZABETH CLOUGH and GEORGE EDWARD CLOUGH, her husband, Chester, Maryland;	*	COUNTY
EDWARD BURNS and JEANNE BURNS, his wife, COMPLAINANTS	*	CHANCERY NO. 4672
VS.	*	
MARY LEITH THOMPSON, Infant, Chester, Maryland RESPONDENT	*	

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

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That Edward S. Thompson, late of Queen Anne's County, State of Maryland, departed this life on January 1, 1954 seized and possessed of the following described real estate, to wit:

(a) ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, which is more particularly described by the following metes and bounds, to wit: On the North by the public road running through the village of Winchester, a distance of fifty seven and one half feet; on the East by the land of, or formerly of, John Windsor, a distance of one hundred and seventy three feet; on the South by other land of the late Edward S. Thompson; and on the West by Mrs. Caroline Coursey, a distance of one hundred and thirteen and one half feet; and on the North by other land of the late Edward S. Thompsom, a distance of thirty two feet; and on the East by other land of the late Edward S. Thompson, a distance of sixty feet; containing one quarter of an acre, more or less; BEING the same and all the land granted and conveyed unto the said Edward S. Thompson by John W, Strannahan and Mary R. Strannahan by deed of conveyance bearing date March 27, 1908, and recorded in land liber, Queen Anne's County, S. S. No. 4, folio 389, a certified copy of which deed,made a part hereof, marked "Complainants' Exhibit No. A", has been filed with original Bill of Complaint.

(b) ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, State of Maryland, which is more particularly described by the following metes and bounds, to wit: Starting from a point at the northeast corner and running West to a distance of thirty two (32) feet to the land of, or formerly of, W. O. Coursey; and with the said Coursey land to a distance of sixty (60) feet; thence an Easterly course to a distance of thirty two (32) feet; thence North a distance of sixty (60) feet to the beginning, containing one thousand nine hundred twenty (1920) square feet, more or less, BEING the same and all the land granted and conveyed unto the said Edward S. Thompson by Charles O. Coursey and Alice V. Coursey, his wife, by deed of conveyance bearing date February 4, 1908, and recorded on February 18, 1908, and recorded in Liber S. S. No. 4, folio 311, a land record book for Queen Anne's County, State of Maryland,

a certified copy of which deed is hereto attached and prayed to be made a part hereof and marked "Complainants' Exhibit No. E".

2. That the said Edward S. Thompson died intestate, and left surviving him the following heirs at law: his widow, Mary Elizabeth Thompson; and the following sons and daughter: Herman S. Thompson, William E. Thompson, Orem A. Thompson, Richard Elbert Thompson, Donald W. Thompson and Walton W. Thompson, and Evelyn E. Morris, all as will more fully appear by reference to the administration of the estate of Edward S. Thompson in the Orphans' Court for Queen Anne's County, Maryland, a certified copy of Letters of Administration in the estate of Edward S. Thompson, made a part hereof and marked "Complainants' Exhibit No. B", has been filed with the original Bill of Complaint.

3. That the said Walton W. Thompson, a son of said Edward S. Thompson, died intestate in Queen Anne's County August 24, 1959, leaving surviving him Alice Elizabeth Clough (nee Thompson) and Mary Leith Thompson (a minor), his daughters, and Marianne Coursey Thompson, his widow.

4. That the said Mary Elizabeth Thompson, widow, as aforesaid, by her deed dated Ocotber 30, 1963 and recorded in land liber, QueenAnne's County, C.W.C. No. 4, folio 560, granted and conveyed her one-third interest in, and to, said lot and premises described as parcel " (a)" on page one and top of page two of this Amended Bill of Complaint unto Evelyn E. Morris and Richard Elbert Thompson as joint tenants, a certified copy of said deed, made a part hereof and marked "Complainants' Exhibit No. C", has been filed with original Bill of Complaint; that the said Mary Elizabeth Thompson, widow, as aforesaid, by her deed dated May 8, 1965 intended to be recorded among the land records of Queen Anne's County, State of Maryland, granted and conveyed her one-third interest in, and to, said lot and premises described as parcel "(b)" on page two of this Amended Bill of Complaint unto Evelyn E. Morris and Richard Elbert Thompson as joint tenants, a certified copy of said deed is attached hereto and is prayed to be made a part hereof and marked "Complainants' Exhibit No. G".

5. That all known parties who would be entitled to the above mentioned land being sold have been made parties to this proceeding, as will more fully appear as follows, that is to say:

(a) Herman S. Thompson, a son, resides near Grasonville, Maryland, is married to Mildred G. Thompson, both are adults.

(b) Evelyn E. Morris, a daughter, resides near Queenstown, Maryland, is married to Paul T. Morris, both are adults.

(c) William E. Thompson, a son, resides at Grasonville, Maryland, is married to Ruth Lyons Thompson, both are adults.

(d) Orem A. Thompson, a son, resides at Chester, Maryland, is married to Margaret L. Thompson, both are adults.

(e) Richard Elbert Thompson, a son, resides at Grasonville, Maryland, is married to Margaret C. Thompson, both are adults.

(f) Donald W. Thompson, a son, resides at Chester, Maryland, is married to Anna Avaleen Thompson, both are adults.

(g) Marianne Coursey Thompson, widow of Walton W. Thompson, lives at Chester, Maryland and is an adult; Alice Elizabeth Clough (nee Thompson) who lives at Chester, Maryland, is married to George Edward Clough, both are adults; Mary Leith Thompson, who lives at Chester, Maryland, and is a minor; both Alice Elizabeth Clough and Mary Leith Thompson are children of Walton W. Thompson, deceased.

6. That the lots or parcels of land hereinabove described cannot be divided withoug material loss or injury to the parties owning the same, and your Complainants are advised that they are entitled to have said real estate sold under a decree of this Court and a division of the moneys arising from such sale be had among the parties entitled thereto according to their respective rights and interests, after the payment of the costs of sale and of these proceedings.

7. That said Complainants have entered into a contract for the sale of said property to Edward Burns and Jeanne Burns, his wife, dated December 8, 1964, at and for the purchase price of SIX THOUSAND DOLLARS ($6,000.00); said contract including the interest of said infant within its terms and provisions, and is subject to the ratification thereof by this Honorable Court, and executed copy of said Contract of Sale marked "Complainants' Exhibit No. D" and prayed to be made a part hereof, was filed with the original Bill of Complaint. An amended Contract of Sale, to include the real estate described in "Complainants' Exhibit No. E", is attached hereto and is prayed to be made a part hereof, as "Complainants' Exhibit No. F".

8. That the ratification of said Contract of Sale as amended would be to the interest and advantage of said infant with the proceeds thereof to which said infant may be entitled to be invested in some productive fund for her benefit.

TO THE END THEREFOR:

(a) That the parcels of land and premises, with the improvements thereon, may be sold under a Decree of this Court for the purpose of partition of the proceeds of sale among the parties entitled thereto according to the respective rights and interests therein under the direction of this Court.

(b) That the Contract of Sale dated December 8, 1964, and the Contract of Sale as amended, both hereinbefore mentioned, be confirmed and rati-

fied by this Honorable Court.

(c) That a Trustee be appointed by this Honorable Court to convey said lands and property unto Edward Burns and Jeanne Burns, his wife, Vendees, their heirs and assigns, in fee simple, after payment in full of the purchase price by a good and sufficient deed, free, clear and discharged of and from all right, title, interest or estate of all parties to said Bill of Complaint, or those claiming by, from or under them, or any of them.

(d) That said Trustee be vested with the power and authority to collect and receive said purchase price and bring the same into this Honorable Court for distribution under its Order and direction.

(e) That your Orators may have such other and further relief as their cause may require.

And as in duty bound, etc.

TURNER & TURNER

BY: EDWARD TURNER
Edward Turner
Solicitor for Original
Complainants
109 Lawyers Row
Centreville, Maryland
Phone 758-1795

CLAYTON C. CARTER
Clayton C. Carter
Solicitor for Contract
Purchasers
111 Lawyers Row,
Centreville, Maryland

I, Virginia S. White, Guardian ad Litem of Mary Leith Thompson, infant, admit service upon me, af a copy of the amended Bill of Complainant this 14th day of July, 1965.

VIRGINIA S. WHITE
Virginia S. White
Guardian ad Litem

Filed July 14, 1965

COMPLAINANTS' EXHIBIT NO. E
Filed July 14, 1965

Examiners Exhibit 3 in testimony
taken August 18, 1965.

THIS Deed made this Fourth day of Feb in the year ninteen Hundred and Eight by Chas. O. Coursey and Alice V. Coursey his wife of Queen Annes County State of Maryland.

WITNESSETH that for and inconsideration of the Sum of Three Hundred Dollars the said Chas. O. Boursey and Alive V. Coursey his wife do hereby grant and convey unto Edw. S. Thompson in fee simple all that lot or parcel of land situated, lying and being in the village of Winchester Queen Annes County aforesaid which is more particularly described by the following metes and bounds to wit-

Starting from a post at the north East corner and running West to a distance of thirty two feet to the land of W. O. Courseys, and with the land of the said W. O. Coursey's land to a distance of Sixty feet thence a Easterly course to a distance of Thirty two feet thence North a distance of Sixty feet to the beginning containing 1920 feet being the same property conveyed in a deed from John H. Strannahan and Mary R. Strannahan his Wife to Chas. O. Coursey dated June 23, 1902 and recorded in Liber J.E.G. No. 3, Folio 362, a Land Record Book for Queen Annes County.

Together with the improvements thereon and the rights, ways and privileges thereto belonging or in any-wise appertaining or belonging and the said Chas. O. Coursey and Alice V. Coursey his wife covenant that they will warrant specially and generally the title to the property hereby conveyed and that they will execute such farther assurance of title as may be requisite.
Witness our hand and seal the day and date above written

TEST — CHAS O COURSEY (SEAL)

J. L. GOLDSBOROUGH — ALICE V COURSEY (SEAL)

STATE OF MARYLAND, QUEEN ANNES COUNTY to wit.

I hereby certify that on this Fourth day of February in the year Nineteen hundred and Eight before me the Subscriber a Justice of the Peace of the State of Maryland for Queen Annes County aforesaid personally appeared Chas. O. Coursey and Alice V. Coursey his wife and did each acknowledge the aforegoing deed to be there respective act.

J. L. GOLDSBOROUGH
J. P.

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

I HEREBY CERTIFY, that the aforegoing was truly taken from the original recorded in this office on the 18th day of February, 1908 in Liber S.S. No. 4, folio 311, a Land Record Book for Queen Anne's County.

Circuit

Court

Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th day of May in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

Filed July 14, 1965

"Complainants' Exhibit No. F."

Examiners Exhibit 4 in testimony taken
August 18, 1965.

THIS CONTRACT OF SALE, as amended, made this 30th day of June, 1965, between HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, WILLIAM E. THOMPSON and RUTH LYONS THOMPSON, his wife, OREM A. THOMPSON and MARGARET L. THOMPSON, his wife, RICHARD E. THOMPSON and MARGARET G. THOMPSON, his wife, DONALD W. THOMPSON and ANNA AVALEEN THOMPSON, HIS WIFE, EVELYN E. MORRIS and PAUL T. MORRIS, her husband, MARIANNE COURSEY THOMPSON, widow, and ALICE ELIZABETH CLOUGH and GEORGE EDWARD CLOUGH, her husband, all of Queen Anne's County, State of Maryland, hereinafter referred to as Vendors; and EDWARD BURNS and JEANNE BURNS, his wife, of Queen Anne's County, State of Maryland, hereinafter referred to as Vendees.

WHEREAS, Edward S. Thompson, late of Queen Anne's County, State of Maryland, departed this life on January 1st, 1954, seized and possessed of real estate hereinafter described;

AND WHEREAS the said Edward S. Thompson left surviving him the following heirs at law:

a. Mary Elizabeth Thompson, his widow.

b. Herman S. Thompson, a son.

c. William E. Thompson, a son.

d. Orem A. Thompson, a son.

e. Richard E. Thompson, a son.

f. Donald W. Thompson, a son.

g. Evelyn E. Morris, a daughter.

h. Walton W. Thompson, a son who has since died intestate and left surviving him as his heirs at law his widow, Marianne Coursey Thompson, and two daughters, Alice Elizabeth Clough (married to George Edward Clough) and Mary Leith Thompson, infant.

AND WHEREAS, the said Mary Elizabeth Thompson, Widow as aforesaid, by deed dated October 30, 1963, and recorded in Liber C.W.C. No. 4, folio 560, a land record book for Queen Anne's County, State of Maryland, granted and conveyed her one-third (1/3) interest in and to Parcel No. 1, as hereinafter described, unto Evelyn E. Morris and Richard E. Thompson, as joint tenants;

AND WHEREAS, the said Mary Elizabeth Thompson, Widow as aforesaid, by deed dated May 8, 1965, and recorded in Liber C.W.C. No. 15, folio 262, a land record book as aforesaid, granted and conveyed her one-third (1/3) interest in and to Parcel No. 2, as hereinafter described, unto Evelyn E. Morris and Richard E. Thompson, as joint tenants;

AND WHEREAS, the parties hereto entered into a Contract of Sale dated December 8, 1964, by which the Vendors therein named, intented to sell and the Vendees therein named intended to buy, all of the real estate of which the said Edward S. Thompson died, seized and possessed thereof, although Parcel No. 2, as hereinafter described, was inadvertently omitted therefrom;

AND WHEREAS, it is the desire of said parties to amend said Contract of Sale to include in said sale both (2) parcels of land and for that reason, this Contract of Sale as amended is being executed;

AND WHEREAS, the said Vendors desire to sell and dispose of their undivided right, title, interest and estate in and to all of those two lots or parcels of ground situate, lying and being in the town of Grasonville and more particularly described, as follows:

PARCEL NO. 1

ALL that lot or parcel of land situate, lying and being in the villate of Winchester, Queen Anne's County, which is more particularly described by the following metes and bounds, to wit: On the North by the public road running through the village of Winchester, a distance of fifty seven and one half feet; on the East by the land of, or formerly of, John Windsor, a distance of one hundred and seventy three feet; on the South by other land of the late Edward S. Thompson;

and on the West by Mrs. Caroline Coursey, a distance of one hundred and thirteen and one half feet; and on the North by other land of the late Edward S. Thompson, a distance of thirty two feet; and on the East by other land of the late Edward S. Thompson, a distance of sixty feet; containing one quarter of an acre, more or lesss.

BEING the same lot or parcel of land which was granted and conveyed unto the said Edward S. Thompson (now deceased) by John W. Strannahan and Mary R. Strannahan, his wife, by deed of conveyance bearing date the 27th day of March 1908 and recorded on April 7, 1908 in Liber S.S. No. 4, folio 389, a Land Record Book forQueen Anne's County, State of Maryland.

PARCEL NO. 2

ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, State of Maryland, which is more particularly described by the following metes and bounds, to wit:

Starting from a point at the northeast corner and running West to a distance of Thirty two (32) feet to the land of, or formerly of, W. O. Coursey; and with the said Coursey land to a distance of sixty (60) feet; thence an Easterly course to a distance of thirty two '32) feet; thence North a distance of sixty (60) feet to the beginning, containing one thousand nine hundred twenty (1920) square feet, more or less;

BEING The same land and premises which was granted and conveyed unto the said Edward S. Thompson (now deceased) by Charles O. Coursey and Alice V. Coursey, his wife, by deed of conveyance bearing date February 4, 1908 and recorded on February 18, 1908 in Liber S.S. No. 4, folio 311, a land record book for Queen Anne's County, State of Maryland, and of which real estate the said Edward S. Thompson died seized and possessed intestate on January 1, 1954.

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.

NOW THEREFORE, THIS CONTRACT OF SALE WITNESSETH: That the said Vendors do hereby agree to sell unto the Vendees, and the Vendees do agree to purchase from the Vendors, all their undivided right, title, interest and estate in and to the above described real estate, upon the following terms conditions, to wit:

1. It is understood and agreed that this Contract of Sale is made upon the condition that the vendors shall forthwith sign and diligently prosecute in the Circuit Court for Queen Anne's County in equity an appropriate proceeding, in partition or otherwise, for the purpose of having a trustee appointed to sell and convey unto the vendees the hereinabove described property, including all the undivided right, title, interest and estate of Mary Leith, infant daughter of Walton W. Thompson, at and for 2/63 of the price of SIX THOUSAND DOLLARS ($6,000.00), and of securing the approval, ratification, and confirmation by said Court of this sale. Said vendors do agree to submit to any and all decrees or orders that may hereafter be made by said Court in the premises.

2. The title and interest of said vendors and said infant in the premises is to be conveyed unto the vendees by a good and sufficient deed in form usual and customary, conveying fee simple title to said tract of land, free from all liens, mortgages, and encumbrances (except properly recorded rights of ways*; and for such deed and conveyance, vendees agree to pay the sum of SIX THOUSAND DOLLARS ($6,000.00), of which sum of TWENTY-FIVE DOLLARS ($25.00) - - - - - - has been paid upon the execution of this agreement, the receipt whereof is hereby acknowledged, and the balance of FIVE THOUSAND NINE HUNDRED AND SEVENTY FIVE DOLLARS ($5,975) is to be paid in cash or certified check at the time of final settlement as hereinafter provided. The aforesaid payment or deposit shall be held in escrow in the Centreville National Bank of Maryland for the benefit of the vendors and vendees by Clayton C. Carter, Attorney, and Edward Turner, Attorney. In the event of default of the vendors herein, said deposit shall be returned by the escrow agents by the vendees. This contract shall be deemed null and void and all liability of the parties hereto shall cease and terminate. In the event of default hereunder by the vendees, said money shall be turned over to the vendors by said escrow agents as damages, but nothing herein contained, in this instance, shall prevent or deny unto the vendors the right to file suit in specific performance against the vendees for compliance with this contract of sale. Upon settlement hereunder, as provided, said escrow agents shall make available such deposit unto the vendors or apply the same as directed by order of said Court.

3. It is hereby agreed that the costs of preparing this Agreement shall be paid by the Vendors; and costs of title search and deed, including U. S. and State of Maryland revenue stamps, recording, and all other title costs shall be paid by vendees, but no costs of the equity proceeding shall be paid by the vendees.

4. Title to the real estate is to be examined by Vendees' attorney, and at Vendees' expense, but if such title is found defective in the opinion of Vendees' attorney and Vendees do not waive the same, this Agreement shall be null and void and neither party shall be liable for damages hereunder, and all ernest money shall be forthwith refunded unto the Vendees.

5. State and County real estate taxes and municipal taxes, water and sewer rents, shall be pro-rated between the parties hereto as of the date of settlement and passage of the aforesaid deed.

6. The present fire insurance policies on the aforesaid property shall be continued as they now are, until day of settlement, with the proper endorsements made thereon, protecting the Vendors and Vendees as their interest may appear; and with the privilege extended to the Vendees to place whatever additional insurance they may desire on the property at their own expense, but all premiums on all insurance policies on said property and now in existance, shall be

apportioned as of the date of settlement, unless the Vendees shall elect to cancel said policies.

7. Settlement is to be held within thirty (30) days of final ratification of said sale by the Circuit Court for Queen Anne's County in Equity, in the office of Turner & Turner, 109 Lawyers' Row, Centreville, Maryland, or at such other time and place as may be mutually agreed upon, at which time the Vendees shall receive full possession of the premises.

This Contract of Sale is to bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

WITNESS: (as to Sellers)

KATHERINE L. COURSEY	HERMAN S. THOMPSON Herman S. Thompson	(SEAL)
KATHERINE L. COURSEY	MILDRED C. THOMPSON Mildred C. Thompson	(SEAL)
KATHERINE L. COURSEY	WILLIAM E. THOMPSON William E. Thompson	(SEAL)
KATHERINE L. COURSEY	RUTH LYON THOMPSON Ruth Lynn Thompson	(SEAL)
KATHERINE L. COURSEY	OREM A. THOMPSON Orem A. Thompson	(SEAL)
KATHERINE L. COURSEY	MARGARET L. THOMPSON Margaret L. Thompson	(SEAL)
KATHERINE L. COURSEY	RICHARD E. THOMPSON Richard E. Thompson	(SEAL)
KATHERINE L. COURSEY	MARGARET C. THOMPSON Margaret C. Thompson	(SEAL)
KATHERINE L. COURSEY	DONALD W. THOMPSON Donald W. Thompson	(SEAL)
KATHERINE L. COURSEY	ANNA AVALEEN THOMPSON Anna Avaleen Thompson	(SEAL)
KATHERINE L. COURSEY	EVELYN E. MORRIS Evelyn E. Morris	(SEAL)
KATHERINE L. COURSEY	PAUL T. MORRIS Paul T. Morris	(SEAL)
KATHERINE L. COURSEY	MARIANNE COURSEY THOMPSON Marianne Coursey Thompson	(SEAL)
KATHERINE L. COURSEY	ALICE ELIZABETH CLOUGH Alice Elizabeth Clough	(SEAL)
KATHERINE L. COURSEY	GEORGE EDWARD CLOUGH George Edward Clough	(SEAL)

WITNESSES: (as to Purchasers)

KATHERINE L. COURSEY	EDWARD L BURNS Edward Burns	(SEAL)
KATHERINE L. COURSEY	JEANNE H. BURNS Jeanne Burns	(SEAL)

Filed July 14, 1965

COMPLAINANTS' EXHIBIT NO. G
Filed July 14, 1965

Examiners Exhibit 6 in testimony
taken August 18, 1965

No. 53883
Rel1273 RECEIVED FOR RECORD June 2, 1965. Recorded in C.W.C. No. 15, folio 262.

THIS DEED made this 8th day of May in the year one thousand nine hundred and sixty-five be and between MARY ELIZABETH THOMPSON, widow, of Queen Anne's County, State of Maryland, party of the first part (but temporarily in Talbot County at the time of excution of these presents); and EVELYN E. MORRIS and RICHARD ELBERT THOMPSON, both of Queen Anne's County, State of Maryland, parties 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 receipts of which are hereby acknowledged, the said Mary Elizabeth Thompson, widow, does hereby grant and convey unto the said Evelyn E. Morris and Richard Elbert Thompson, as joint tenants, and not as tenants in common, and to the survivor of them, their heirs and assigns, in fee simple, all of her right, title, interest and estate as the widow of the late Edward S. Thompson in and to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the village of Winchester, Queen Anne's County, State of Maryland, which is more particularly described by the following metes and bounds, to wit: Starting from a point at the northeast corner and running West to a distance of thirty two (32) feet to the land of, or formerly of, W. O. Coursey; and with the said Coursey land to a distance of sixty (60) feet; thence an Easterly course to a distance of thirty two (32) feet; thence North a distance of sixty (60) feet to the beginning, containing one thousand nine hundred twenty (1920) square feet, more or less;

BEING the same and all of the land and premises which was granted and conveyed unto the said Edward S. Thompson (now deceased) by Charles O. Coursey and Alice V. Coursey, his wife, by deed of conveyance bearing date February 4, 1908 and recorded on February 18, 1908 in Liber S.S. No. 4, folio 311, a land record book for Queen Anne's County, State of Maryland, and of which real estate the said Edward S. Thompson died seized and possessed intestate on January 1, 1954, leaving surviving him his widow, Mary Elizabeth Thompson, the grantor herein, and the following children as his only heirs at law: Herman S. Thompson, Evelyn E. Morris, William E. Thompson, Orem A. Thompson, Richard Elbert Thompson, Donald W. Thompson, and Walton W. Thompson. The said Walton W. Thompson is now deceased and his interest in said property has devolved unto Alice Elizabeth Clough (nee Thompson) and Leath Thompson, his daughters, and Marianne Coursey Thompson, his widow.

TOGETHER with the Buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or allyes, ways waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Evelyn E. Morris and Richard Elbert Thompson, as joint tenants, and not as tenants in common, and to the survivor of them, their heirs and assigns, in fee simple, all of her right, title, interest and estate as the widow of the late Edward S. Thompson.

AND the said Mary Elizabeth Thompson, widow, does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and covnveyed; and that she will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

TEST: (as to Grantor)

LOUISE STOKER

MARY ELIZABETH THOMPSON (SEAL)
Mary Elizabeth Thompson

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

I HEREBY CERTIFY that on this 8th day of May in the year one thousand nine hundred and sixty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Mary Elizabeth Thompson - and she acknowledged the foregoing Deed to be her act.

Witness my hand and Notarial seal.

Notary
Public
Seal

YVONNE W. QUIMBY
Yvonne W. Quimby
Notary Public
My commission expires 7-1-65

ANSWER TO AMENDED BILL OF COMPLAINT
Filed July 27, 1965

HERMAN S. THOMPSON, ET AL.,
COMPLAINANTS

vs.

MARY LEITH THOMPSON, INFANT,
DEFENDANT

*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
CHANCERY NO. 4672

ANSWER TO AMEND BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mary Leith Thompson, infant, under the age of twenty-one years, by Virginia S. White, her Guardian ad Litem, to the Amended Bill of Complaint exhibited against her in said cause says:

That this Defendant has no knowledge of the matters or things

alleged in the Amended Bill of Complaint, and being an infant of tender years, submits her rights to the protection of this Honorable Court.

Respectfully submitted:

VIRGINIA S. WHITE
Virginia S. White, Guardian Ad Litem

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

I HEREBY CERTIFY, that on this 26th day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Virginia S. White, the above named Guardian ad Litem for Mary Leith Thompson, Infant, and made oath in due form of law that the matters and things stated in the aforegoing Answer are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

JEAN D. HAYMAKER
Notary Public
My commission expires July 1,1967

We hereby admit service upon us of a copy of the Answer to Amended Bill of Complaint, this 26th day of July, 1965.

EDWARD TURNER
Edward Turner
Solicitor for Original Complainants.

CLAYTON C. CARTER
Solicitor for Contract Purchasers.

Filed July 27, 1965

PETITION FOR APPOINTMENT OF SPECIAL EXAMINER
Filed Aug. 16, 1965

HERMAN S. THOMPSON, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	CHANCERY NO. 4672
MARY LEITH THOMPSON, INFANT, DEFENDANT.	:	

PETITION FOR APPOINTMENT OF SPECIAL EXAMINER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Herman S. Thompson, et al, Complainants in the above entitled cause, by Turner & Turner, their attorneys, respectfully represents:

1. That your Petitioners are the Complainants in the above entitled cause of action now pending in this Honorable Court, and that the Infant Defendant, by her Guardian Ad Litem, has filed her Answer herein, and the said cause is ready for taking of testimony before an Examiner of this Court.

2. That Vachel A. Downes, Jr., one of the Standing Examiner's is in Johns Hopkins Hospital, and B. Hacket Turner, Jr., the other Standing Examiner of this Court, is representing the Complainants in this Cause and feels that he is disqualified and should not act as Examiner herein.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order appointing some other member of the Queen Anne's County Bar to act as Special Examiner in this cause.

Respectfully submitted,

TURNER & TURNER

Filed:_____

BY B. HACKETT TURNER, JR.
Attorneys for Complainants
B. Hackett Turner, Jr.
109 Lawyers Row
Centreville, Maryland
Telephone 758-1795

Filed Aug. 16, 1965

ORDER OF COURT
Filed Aug. 16, 1965

ORDER OF COURT

Upon the aforegoing Petition, IT IS, this 16th day of August, 1965, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Robert R. Price, Jr., Esq., is hereby appointed Special Examiner in this cuse to take testimony of the parties hereto and report the same back to this Court, but before assuming said duties as said Special Examiner, he shall first duly qualify before

the Clerk of this Court and take his oath of office.

GEORGE B. RASIN JR
JUDGE

Filed: Aug. 16, 1965

DEPOSITION
Filed Aug. 25, 1965

HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
MARY LEITH THOMPSON, Infant, Chester, Maryland, RESPONDENT.	:	CHANCERY CAUSE NO. 4672

: : : : : : : :

The Solicitor for the Plaintiffs, Edward Turner, having notified the subscriber, Special Examiner for this Honorable Court, of his desire to take testimony in this cause, your Examiner did attend on the 18th day of August, 1965, in the law office of Turner & Turner, in the town of Centreville, Queen Anne's County, Maryland; there being present, Herman S. Thompson, William Walter Jewell, Marianne Coursey Thompson, widow of Walton W. Thompson, and Winfred E. Clevenger, witnesses called by the Plaintiffs; B. Hackett Turner, Jr., Solicitor for the Plaintiffs; and Virginia S. White, Guardian Ad Litem of the infant Defendant; and proceeded to take testimony (the Plaintiffs, by their Attorney, having agreed that Virginia S. White should transcribe the testimony even though she is Guardian ad Litem for the infant Defendant).

ROBERT R. PRICE JR
Robert R. Price, Jr., Special Examiner

Filed: Aug. 25, 1965

HERMAN S. THOMPSON, the first witness of lawful age, having been duly sworn, deposes and says:

Q. Please state your name and address.

A. Herman Silas Thompson, Grasonville, Maryland. I am the same as Herman S. Thompson. Silas is my middle name.

Q. Are you one of the children of the late Edward S. Thompson?

A. Yes, I am.

Q. When did he die?

A. He died January 1, 1954.

Q. Did he leave a Will?

A. No, he did not.

Q. Was there administration on his estate in the Orphans' Court of Queen Anne's County? (At this point a certified copy of Leters of Administration in the estate of Edward S. Thompson were marked "Examiners Exhibit 1" in this testimony.

A. Yes.

Q. Will you state the names of the other children of Edward S. Thompson?

A. William E. Thompson; Orem A. Thompson; Richard E. Thompson; Donald W. Thompson and Evelyn E. Morris, now living; and Walton W. Thompson, decrased.

Q. Will you state the names and addresses of the husband or wife of the other children?

A. Ruth Lyons Thompson, wife of William E. Thompson, Grasonville, Maryland; Margaret L. Thompson, wife of Orem A. Thompson, Chester, Maryland; Margaret C. Thompson, wife of Richard E. Thompson, Grasonville, Maryland; Anna Avaleen Thompson, wife of Donald W. Thompson, Chester, Maryland; Paul T. Morris, husband of Evelyn E. Morris, Queenstown, Maryland; and Marianne Coursey Thompson, Widow of Walton W. Thompson, Chester, Maryland.

Q. And, who is your wife?

A. Mildred C. Thompson.

Q. I hand you the deed from John H. Strannahan and Mary R. Strannahan, his wife, dated March 27, 1908, and recorded in Liber S.S. No. 4, folio 389, a land record book for Queen Anne's County, State of Maryland, marked "Complainants' Exhibit A", and being marked "Examiner's Exhibit 2"; and also deed from Charles O. Coursey and Alice V. Coursey, his wife, to Edward S. Thompson dated February 4, 1908, and recorded in Liber S.S. No. 4, folio 311, a land record book for Queen Anne's County aforesaid, marked "Complainants' Exhibit E", and being marked "Examiner's Exhibit 3" in this testimony. Is this the property your father

owned during his lifetime and at his death passed to his widow and children which you have named?

A. Yes, it is.

Q. Will you state whether Walton W. Thompson is still living?

A. No, he is not.

Q. When did he die?

A. He died in 1959.

Q. Did he leave a widow and children?

A. Yes, a widow and two daughters.

Q. Please give the names of the widow and children of Walton W. Thompson.

A. Marianne Coursey Thompson, Widow; Alice Elizabeth Clough, dauthter, and Mary Leith Thompsom, daughter.

Q. Give the name of the husband of Alice Elizabeth Thompson Clough, a daughter of Walton W. Thompson.

A. George Edward Clough.

Q. Did Walton W. Thompson leave a Will?

A. No.

Q. Was thrre any administration on the estate of Walton W. Thompson in the Orphans' Court for Queen Anne's County?

A. No, there was not.

Q. I now show you the Amended Contract of Sale dated June 30, 1965, between Herman S. Thompson, et al, and Edward Burns and Jeanne Burns, his wife, were you one of the Sellers in this Contract?

A. Yes.

Q. Is this the property your father owned at the time of his death and which passed to his widow and children?

A. Yes.

Q. What was the agreed price in this Amended Contract? IAt this point the Contract of Sale was marked "Examiner's Exhibit No. 4")

A. $6,000.00.

Q. Please describe this property which is being sold under this Amended Contract of Sale. Could it be divided among the heirs in your opinion?

A. This is a house and store property on about a quarter of an acre of land and would not lend itself to be divided among the heirs. It is located in Grasonville, Queen Anne's County, Maryland.

Q. Did your mother sell and convey her interest in this property?

A. Yes.

Q. Who owns her one-third interest?

A. My brother, Richard E. Thompson, and my sister, Evelyn E. Morris, as joint tenants.

(At this point a certified copy of the deed from Elizabeth Thompson, Widow, to Evelyn E. Morris and Richard E. Thompson, dated October 30, 1963, and recorded in Land Liber Queen Anne's County, C.W.C. No. 4, folio 560, was marked "Examiner's Exhibit No. 5"; and a certified copy of the deed from Elizabeth Thompson, widow, to Evelyn E. Morris and Richard E. Thompson dated May 8,1965, and recorded in Liber C.W.C. No. 15, folio 262, a land record book for Queen Anne's County, State of Maryland, marked "Complainants' Exhibit No. G", and "Examiner's Exhibit No. 6" in this testimony.)

WALTER JEWELL, the Fourth witness of lawful age, having been duly sworn, deposes and says:

Q. State your name, address, and occupation.

A. William Walter Jewell, Grasonville, Maryland, retired.

Q. Are you a land owner and broker in Queen Anne's County?

A. I am a land owner and I have bought and sold a great deal of real estate.

Q. Will you state whether or not you are familiar with land values in the Fifth Election District (Grasonville area), Queen Anne's County, Maryland?

A. Yes, I feel that I am.

Q. Will you state whether or not you have made an appraisal of the land described

in the Amended Contract of Sale (Examiner's Exhibit No. 4) mentioned in this proceeding?

A. Yes, I have and I know the property well.

Q. Will you state your opinion as to the fair market value of this property described in the Amended Contract of Sale?

A. The consideration reflected in the Contract of Sale certainly does represent a very fair value for this property.

Q. Would you care to state the basis for your opinion?

A. I was one of the appraisers of this property in the estate of Edward S. Thompson about a year age and we returned a figure of $4,600.00 based upon the condition of the property and comparable sales of property in the community.

Q. Would it be practical to divide this entire property, in kind, among its present ten owners?

A. No., it would not.

Q. Mr. Jewell, you did read the descriptions to the two parcels of land contained in the Amended Contract of Sale, which I have shown you earlier in your testimony?

A. Yes, I did.

Q. You are familiar with those two parcels of land and have made an appraisal of them, have you not?

A. Yes, I am familiar with them and yes, I have made an appraisal of them.

Q. Do you then consider the $6,000.00 selling price therefor a fair figure for these two properties?

A. Yes, I do.

MRS. WALTON THOMPSON, the second witness of lawful age, having been duly sworn, deposes and says:

Q. Will you state your name and address please?

A. Marianne C. Thompson, Chester, Maryland.

Q. Are you the widow of Walton W. Thompson?

A. Yes.

Q. Was he one of the children of Edward S. Thompson, deceased?

A. Yes.

Q. When did he die?

A. He died August 24, 1959.

Q. Has there been any administration of his estate in the Orphans' Court of Queen Anne's County?

A. No.

Q. Were you one of the Sellers in the Amended Contract of Sale which has been identified as "Examiner's Exhibit No. 4" in this testimony?

A. Yes.

Q. Did your husband leave any Will that you know of?

A. No.

Q. Will you state who his heirs were other than yourself?

A. Alice Elizabeth Clough and Mary Leith Thompson, daughters.

Q. Are either of them under 21 years of age?

A. Yes, Leith is--she is 16. She was born December 28, 1948.

Q. Where do they reside?

A. Alice Elizabeth is married and lives at Chester, Maryland; and Mary Leith lives with me.

Q. Has there been any inheritance tax paid on your late husband's interest in the land which is the subject of this case?

A. Yes, it was paid in the estate of his father, Edward S. Thompson.

WINFRED E. CLEVENGER, the third witness of lawful age having been duly sworn, deposes and says:

Q. State your name and address, please.

A. Winfred E. Clevenger, Grasonville, Maryland.

Q. Will you state your business?

A. I am manager of Clevenger Oil Company, Inc., and I am also a part time real estate salesman.

Q. How long have you been a real estate broker?

A. I am not a real estate broker, but I have been selling real estate about eight years.

Q. Will you state whether or not you are familiar with land values in the Fifth Election District of Queen Anne's County?

A. Yes, I am.

Q. I now show you "Examiner's Exhibit No. 2", a deed from John H. Strannahan and Mary R. Strannahan, his wife, to Edward S. Thompson dated March 27, 1908, recorded in Land Liber Queen Anne's County S.S. No. 4, folio 389; and #Examiner's Exhibit No. 3", a deed from Charles O. Coursey and Alice V. Coursey, his wife, to Edward S. Thompson dated February 4, 1908, and recorded in Liber S.S. No. 4, folio 311, a land record book for Queen Anne's County aforesaid; land which is being sold in this case subject to approval of the Court. Will you state whether or not you have made an appraisal of this real estate?

A. Yes, I have.

Q. Will you state what is the fair market value of the land and improvements?

A. In my opinion, the fair market value of this property would be any where from $5,000.00 to $5,500.00, and I feel that the Contract price of $6,000.00 represents a very very good price.

Q. Will you state whether or not it would be practical to subdivide this parcel of land, in kind, among the respective owners of it?

A. No, it would not be practical.

Q. Is this the reason that you feel that it would be to the advantage of the parties to sell the property?

A. Yes, since it cannot be divided, it would definitely be to their advantage to sell it.

Q. Would you care to state the basis upon which you arrived at your appraisal?

A. The comparison with previous sales of similarly old property in the area of Grasonville and a recent examination of the condition of the buildings.

There being no other witnesses to be examined, or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner now makes his return and certifies that he was engaged in taking this testimony and examined four witnesses, making the costs chargeable in this cause as follows, to wit:

All witnesses waived fee

Robert R. Price, Jr., Special Examiner - - - - - - - $10.00

Virginia S. White, Stenographer - - - - - - - - - - - - 10.00
Total - $20.00

Respectfully submitted,

ROBERT R. PRICE JR
Robert R. Price, Special Examiner

Filed Aug. 25, 1965
(For Examiner's Exhibit #1, see Complainant's Exhibit B; Examiner's Exhibit #2, see Complainant's Exhibit A; Examiner's Exhibit #3, see Complainant's Exhibit D; Examiner's Exhibit C; Examiner's Exhibit 4, see Compl. Exhibit C; Exam. Exhibit 5, see Compl. Exhibit C; Exam. Exhibit 6, see Compl. Ex. G; Exam. Exh. 3, see Compl. Ex. E; Exam. Exh. 4, see Compl. Exhibit F)

DECREE

Filed Aug. 30, 1965

HERMAN S. THOMPSON, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY IN EQUITY
vs.	:	
MARY LEITH THOMPSON, Infant, Chester, Maryland DEFENDANT.	:	CHANCERY CAUSE NO. 4672

DECREE

The above cause standing for decision upon the Amended Bill of Complaint of Herman S. Thompson, et al, the Answer of the Infant Defendant by her Guardian ad Litem, and the testimony taken before one of the Standing Examiners of this Court, and said pleadings and testimony and the exhibits thereto having been read and considered, the Court finds that the real estate sought by the Bill to be sold in lieu of partiation cannot be divided without loss or injury to the parties entitled; IT IS, therefor, this 30th day of April, 1965, be the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

1. That Edward Turner be, and he is hereby appointed, Trustee to sell the real estate described in the Contract of Sale dated December 8, 1964, filed herein, marked "Complainants' Exhibit No. D", and "Examiner's Exhibit No. 3"; and in the Contract of Sale, as amended, dated June 30, 1965, also filed herein, marked "Complainants' Exhibit No. F", and "Examiner's Exhibit No. 4".

2. That said Trustee, before he shall proceed to act as such, shall file with the Clerk of this Court a bond to the State of Maryland, in the penalty of SIX THOUSAND DOLLARS ($6,000.00) with corporate surety to be approved by this Court.

3. That as soon as practicable after said sale and in no event more than thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such sale in the form required by the Maryland Rules.

4. That upon the final ratification of said sale by this Court, after the passage of the usual Order Nisi thereon and upon the payment of the whole purchase price, and not before, said Trustee shall by a good and sufficient deed, to be by him executed and acknowledged agreeably to law, convey to the purchaser the property and estate so sold to 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;

5. That said Trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court;

6. And, It Is Further Ordered, that Edward Turner, Trustee, as aforesaid, be and he is hereby, directed to give notice to the creditors of Walton W. Thompson, deceased, to file their claims pursuant to the provisions of Code (1957) Art. 93, Sec. 124, and the rule of this Court relating to such notice.

J DEWEESE CARTER
JUDGE.

Filed Aug. 30, 1965

REPORT OF SALE
Filed Sept. 3, 1965

HERMAN S. THOMPSON, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
MARY LEITH THOMPSON, Infant, Chester, Maryland, DEFENDANTS	:	CHANCERY CAUSE NO. 4672

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Edward Turner, Trustee appointed to make such sale, unto Your Honors respectfully shows:

1. That pursuant to the Decree of this Honorable Court, passed on the 30th day of August, 1965, your Trustee filed in this cause a Bond in the penalty of SIX THOUSAND DOLLARS ($6,000.00) 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 proceeded, in accordance with the terms of the Contract of Sale dated December 8,1964, and the said Contract of Sale as amended, both of which are filed in this cause, to sell unto Edward Burns and Jeanne Burns, his wife, of Queen Anne's County, Maryland, the land and premises in said Contract of Sale dated December 8, 1964, and the aforesaid Contract of Sale as amended dated June 30, 1965.

3. That Edward Burns and Jeanne Burns, his wife, have, in accordance with the terms of said Contract of Sale, paid unto Your Trustee the sum of TWENTY FIVE DOLLARS ($25.00) on account of the purchase price of SIX THOUSAND DOLLARS ($6,000.00).

Respectfully submitted,

EDWARD TURNER , TRUSTEE
Edward Turner, Trustee

Filed Sept. 3, 1965

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

I HEREBY CERTIFY, that on this 3rd day of September, 1965, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared EDWARD TURNER, 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.

CHARLES W. CECIL
Clerk of Court

Filed: Sept. 3, 1965

ORDER NISI ON SALE
Filed September 3, 1965

ORDER NISI ON SALE

Herman S. Thompson, et al., Complainants	)	In the Circuit Court
vs.	)	for Queen Anne's County
Mary Leith Thompson, infant Chester, Maryland	)	In Equity
Defendant	)	Cause No. 4672

ORDERED, this 3rd. day of September, 1965, that the sale of the real property, made and reported in this cause by Edward Turner, Trustee, be ratified and confirmed, on or after the 4th. day of October, 1965, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newapaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 27th. day of September, 1965.

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

CHARLES W. CECIL Clerk

Filed September 3, 1965

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Oct. 4, 1965

ORDER NISI ON SALE

Herman S. Thompson, et al.,
Complainants
vs.
Mary Leither Thompson, Infant
Chester, Maryland
Defendant

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

Cause No. 4672

ORDERED, this 3rd day of September, 1965, that the sale of the real property, made and reported in this cause by Edward Turner, Trustee, be ratified and confirmed, on or after the 4th day of October, 1965 , 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 27th day of September, 1965.

CHARLES W. CECIL, Clerk

Filed: September 3, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Oct. 4, 1965

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi # 4672 in the case of Cause #4672 a true copy of whic 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 Sept. 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of Sept 1965, and the last insertion on the 23rd. day of Sept.1965.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By DOROTHY MONROE

Filed Oct. 4, 1965

FINAL ORDER OF RATIFICATION
Filed Oct. 4, 1965

HERMAN S. THOMPSON, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
Vs.	:	QUEEN ANNE'S COUNTY
MARY LEITH THOMPSON, Infant, Chester, Maryland	:	IN EQUITY
DEFENDANT.	:	CHANCERY CAUSE NO. 4672

: : : : : : :

FINAL ORDER OF RATIFICATION

ORDERED, this 4th day of October, 1965 by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this case by Edward Turner, Trustee herein, 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 said Trustee is allowed the usual commissions and such proper expenses, not personal, as by produces vouchers for the auditor.

EDWARD D. E ROLLINS
JUDGE

Filed Oct. 4, 1965

REPORT OF AUDITOR
Filed Nov. 8, 1965

HERMAN S. THOMPSON, ET AL.,
vs.
MARY LEITH THOMPSON, INFANT

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4672

TO THE HONORABLE, THE JUDGE 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 Edward Turner, who was by decree of this Court of August 30, 1965, appointed such trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom.

2. That in the within account, the said trustee is charged with the proceeds of sale and is allowed thereafter his commissions for making said sale, court costs, the several advertising costs, taxes, bond premium and the fee of your auditor and the balance was directed to be paid to the heirs at law and to the assignees of the heirs at law of Edward S. Thompson, deceased.

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark
Auditor

November 8, 1965

Cause No. 4672

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

Cr.

1965 Oct. 4	By proceeds of the sale of land, per report of sale of said vendor, to wit:----------	$6,000.00

Dr.

To Edward Turner, Trustee, (and vendor of sale land), his commissions for making said sale, per Order of Court, the sum of ----------		$450.00
To do., for an amount paid the Clerk of this Court for court costs, per statement receipted, to wit:		
1-Costs of Charles W. Cecil, Clerk-----	$106.35	
2-Costs of Sheriff of Queen Anne's County ----------	4.00	
3-Costs of Register of Wills of Queen Anne's County----------	.75	
4-Costs of Vachel A. Downes, Jr.,Examiner	10.00	
5-Costs of Virginia S. White, Steno.----	20.00	
6-Fee of Virginia S. White, Guardian at Litem ----------	4.50	
7-Costs of Robert R. Price, Jr., Examiner	10.00	155.60
To do., for an amount due USF&G Co. for the premium on the Trustee's corporate surety bond, filed in this cause, per statement exhibited, to wit:----------		24.00
To do., for amounts paid Queen Anne's Record-observer, per receipts exhibited, to wit:		
1-Publishing two Notices to creditors-	$ 36.00	
2-Publishing two Order Nisi of sale---	28.00	64.00

To Do. for an amount paid Dorothy E. Connolly Register of Wills, per receipt exhibited, to wit:	6.75	
To do., for amount paid Royden N. Powell, Jr., Treasurer, for 1965-66 State and County taxes, per receipts exhibited, to wit:----------	63.80	
To J. Thomas Clark, Auditor, for stating this account and mailing the notices to the heirs, the sum of ----------	80.00	
To balance carried forward for distribution to the heirs at law and to the assignees of the heirs at law of Edward S. Thompson deceased ----------	$5,155.85	
	$6,000.00	$6,000.00

November 8, 1965

Auditor

Cr.

By balance carried forward for distribution to the heirs at law and/or their assignees of Edward S. Thompson deceased ----------	$5,155.85

Dr.

To Evelyn E. Morris, as follows, to wit: 1-As child of said decedent, a 1/7 of 2/3 share, or the sum of ----------$491.03 2-As a co-assignee of Mary Elizabeth Thompson, widow of decedent, a 1/2 of 1/3 share, or the sum of----- 859.31		1,350.34
To Richard E. Thompson, as follows, to wit: 1-As child of said decedent, a 1/7 of 2/3 share, or the sum of ----------$491.03 2-As a co-assignee of Mary Elizabeth Thompson, widow of decedent, a 1/2 of 1/3 share, or the sum of----- 859.31		1,350.34
To Herman S. Thompson, child of decedent, a 1/7 of 2/3 share of the same, or the sum of----		491.03
To William A. Thompson, child of decedent, a 1/7 of 2/3 share of the same, or the sum of----		491.03
To Orem A. Thompson, child of decedent, a 1/7 of 2/3 share of the same, or the sum of----		491.03
To Donald W. Thompson, child of decedent, a 1/7 of 2/3 share of the same, or the sum of----		491.04
To Marianne C. Thompson, widow of Walton W. Thompson, a deceased son of decedent, a 1/3 of 1/7 of 2/3 share, or the sum of --------		163.68
To Alice E. Clough, child of Walton W. Thompson, a deceased son of decedent, a 1/3 of 1/7 of 2/3 share, or the sum of ----------		163.68
To Mary L. Thompson, minor child of Walton W. Thompson, a deceased son of decedent, a 1/3 of 1/7 of 2/3 share, or the sum of ----------		163.68
	$5,155.85	$5,155.85

November 8, 1965

J THOMAS CLARK
Auditor

CERTIFIED OF NOTICES MAILED
Filed Nov. 8, 1965

HERMAN S. THOMPSON, et al., — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

MARY LEITH THOMPSON, INFANT — IN EQUITY No. 4672

CERITIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 8, 1965, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Herman S. Thompson and
Mildred C. Thompson, his wife
Grasonville, Maryland

William E. Thompson and
Ruth Lyons Thompson, his wife,
Grasonville, Maryland

Orem A. Thompson and
Margaret L. Thompson, his wife,
Chester, Maryland

Richard E. Thompson and
Margaret C. Thompson, his wife,
Grasonville, Maryland

Donald W. Thompson and
Anna Avaleen Thompson, his wife,
Chester, Maryland

Evelyn E. Morris and
Paul T. Morris, her husband
Queenstown, Maryland

Marianne Coursey Thompson
Chester, Maryland

Alice Elizabeth Clough and
George Edward Clough, her husband
Chester, Maryland

Edward Turner
Lawyers Row
Centreville, Maryland

Mary Leith Thompson
Chester, Maryland

Edward Burns and
Jeanne Burns, his wife
Grasonville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, did notify each of them that said account was filed on November 8, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed by November 23, 1965, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 24, 1965.

J THOMAS CLARK
Auditor

Filed Nov. 8, 1965

NISI RATIFICATION OF AUDIT
Filed Nov. 8, 1965

NISI RATIFICATION OF AUDIT

Herman S. Thompson, et al.,	)	In the Circuit Court
	)	for Queen Anne's County
VS.	)	In Equity
	)	
Mary Leith Thompson, Infant.	)	Cause No. 4672

ORDERED, this 8th day of November, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 24th day of November 1965, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed Nov.8, 1965

HERMAN S. THOMPSON, et al.,	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
	)	
Mary Leith Thompson, Infant	)	Cause No. 4672

FINAL RATIFICATION OF AUDIT

ORDERED, this 24th day of November, 1965, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Edward Turner, Trustee is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Nov. 24, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on theTwenty-fifth day of October in the year Eighteen hundred and eighty-nine, the following TRUSTEES BOND was brought to be recorded, to wit:

KNOW ALL MEN by these presents that we John B. Brown, Edwin H. Brown, William W. Busteed and George M. Smith _____ all of Queen Anne's County in The State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administration, jointly and severally, firmly by these presents. Sealed with our seals and dated this 25th day of October in the year eighteen hundred and eighty nine.

WHEREAS, John R. H. Embert and L. Cecelia Embert of the county and State aforesaid, by their deed dated the 22nd day of October 1889 and recorded among the Land Records of said Queen Anne's County in Liber W.D. No. 3 folios 389 &c, conveyed to the above bound John B. Brown and Edwin H. Brown certain real and personal property therein specified in Trust for the purposes and upon the Trusts therein mentioned and provided:

NOW THE CONDITION of the above obligation is such that if the above bound John B. Brown and Edwin H. Brown do and shall well and faithfully perform the trust reposed in them under and by virtue of said deed or that may be reposed in them by any decree or under of the Circuit Court for Queen Anne's County in Equity, in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and)
delivered in the presence of)
)
T. G. RIDGELY)

JOHN B BROWN (SEAL)

EDWIN H. BROWN (SEAL)

W W BUSTEED (SEAL)

GEORGE W. SMITH (SEAL)

DEED OF TRUST
Filed October 25, 1889

Queen Anne's County, to wit: Be it remembered that on the Twenty fourth day of October in the year One thousand eight hundred and eighty nine, the following Deed of Trust was brought to be recorded, to wit:

This Deed of Trust, made this Twenty second day of October, in the year Eighteen hundred and eighty nine, by John R. H. Embert and L. Cecelia Embert his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH:

WHEREAS, the said John R. H. Embert is indebted unto sundry persons on Mortgage, Note, open account and otherwise, which he is willing and anxious to pay and discharge; and whereas L. Cecelia Embert his wife, being also liable in behald of John R. H. Embert for some of said indebtedness, and being anxious and willing to see all of said indebtedness paid and discharged; and to that end and for the purpose of raising money to pay the same, the said John R. H. Embert and L. Cecelia Embert his wife, are about to execute and deliver this Deed, conveying certain Real Estate and personal property hereinafter mentioned and described to John B. Brown and Edwin H. Brown of the County and State aforesaid, upon certain trusts and conditions hereinafter more particularly set forth and expressed - NOW therefore, in consideration of the premises, and the sum of five dollars the said John R. H. Embert and L. Cecelia Embert, his wife, do grant and convey unto the said John B. Brown and Edwin H. Brown, in fee simple, All of the undivided interest and estate of the said L. Cecelia Embert, wife of John R. H. Embert in and to all that farm on Wye Island, or Paca Island, Queen Anne's County aforesaid, on which Joshua S. Chance Jr. is tenant, bounded on one side by the farm of R. J. Carter and on the other side by the farm of W. J. Price, and being the same land devised to the said L. Cecelia Embert by Elizabeth Griffin deceased, by last will and testament, duly executed to pass real estate, admitted to probate by the Orphans Court of Queen Annes County and now on file in the Office of the Register of Wills for said County, and containing about One hundred and thirty acres of land.

And the said John R. H. Embert doth bargain and sell unto the said John B. Brown, and Edwin H. Brown for the purposes aforesaid, the following personal property now on the farm on Wye River where he resides, to wit: two mares, three horses, four cows, one ox, Eight head of sheep, one wheat binder, one drill, two flushing plows, one roller, one drag, two iron Cultivators, one Ox Cart, One Dearborn, one family carriage one small carriage and farming implements and utensils generally, together with the growing crop of wheat, and all other property owned or possessed by him wherever located or however described, All of said property being hereby granted, conveyed, bargained and sold upon the following trusts and conditions, to wit: That the said John B. Brown and Edwin H. Brown or the survivor of them, Trustees as aforesaid, shall sell either at public or private sale as in their judgment they shall deem best the aforesaid real and personal property, and upon such terms and conditions as, in the exercise of their judgments they shall deem advisable, and after deducting seven per centum from the gross amount of said sales for their commissions for their care and trouble in the discharge and execution of the duties of this trust, shall apply the whole residue, first to paying the expenses attending the making of said sales; and then to the payment of all judgments, executions, Mortgages, liens, bonds, notes, accounts and other indebtedness due and owing by the said John R. H. Embert, according to their preference, priority and order at law and in Equity, and the surplus, if any, of said Real Estate on a fair adjustment between her and the said John R. H. Embert, shall pay over to the said L. Cecelia Embert; and the residue of personal property, if any, shall pay over to the said John R. H. Embert As Witness their hands and

JOHN R. H. EMBERT (SEAL)

seals.

L. C. EMBERT (SEAL)

Test:

ISAAC WINCHESTER.

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

I hereby certify that on this Twenty second day of October, in the year Eighteen hundred and eighty nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John R. H. Embert and L. Cecelia Embert his wife, and each acknowledged the foregoing Deed of Trust to be their respective act.

ISAAC WINCHESTER, J. P.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W.D. No. 3, folios 389, 390 and 391, a Land Record Book for Queen Anne's County.

IN Testimony Whereof I hereunto subscribe my name and the Seal of the Circuit Court for Queen Anne's County affix this 24th day of October A.D. 1889.

Circuit Court Seal

Wm. DEAVER, Clerk

FOURTH REPORT OF SALE OF
REAL ESTATE
Filed November 19, 1904

In the Matter of the Trust Estate of John R. H. Embert and L. Cecelia Embert, his wife)	In the Circuit Court for Queen Anne's County, In Equity, No. 968.

To the Honorable the Judges of said Court;

The Fourth Report of Edwin H. Brown Surviving Trustee, being the report of the sale of the real estate hereinafter described, shows;

That John R. H. Embert and L. Cecelia Embert, his wife, did by their deed of trust dated the twenty second day of October, eighteen hundred and eighty nine, recorded in Liber L.D. No. 2, folios 389, 390 & 391, a Land Record Book for Queen Anne's County, aforesaid, convey unto John B. Brown and Edwin H. Brown, of said County and state, the real estate hereinafter described together with some personalty heretofore sold and distributed, on certain trusts and conditions in said deed expressed, among which was as follows; "that the said John B. Brown and said Edwin H. Brown or the "survivor of them, trustees as aforesaid, shall sell either at public or private sale, as in their judgment, they shall deem best, the aforesaid real and personal property, and upon such terms and conditions as in the exercise of their judgment they shall deem advisable &c. as will fully appear from a certified copy of said deed heretofore filed in this cause.

That as the proceedings in this cause show they duly gave bond which was properly conditioned and approved, and have executed the trust so far as the personalty is concerned

That John B. Brown, aforesaid, his co-trustee departed this life in May eighteen hundred ninety eight, that prior to that time his said co-trustee had the active management of said estate, that he has reason to believe and know that during said time efforts were made under an outstanding mortgage to sell said property at public sale, which failed owing to the depreciated price for real estate, and the low bid received for same, that as said co-trustee thereafter during his life continued to make active efforts to sell at private sale said property but was unable to get what was deemed a fair price for same, that since his death the said Edwin H. Brown, Surviving trustee, has been active in his management of the trust and has been constant in his effort to obtain a purchaser for the property at a desirable price, deeming it unwise and inexpedient to incur expense by a public offering of same, and that in the exercise of the power, discretion and authority, permitted to him by said deed, he did on the July the twenty third, nineteen hundred and four sell at private sale, all the undivided moiety, interest and estate of the said L. Cecelia Embert wife of John R. H. Embert, in and to All that farm on "Wye or Paca's Island, bounded on one side by the farm owned by the late R. J. Carter, containing 140 - acres, of land, more or less, being the property and interest therein conveyed by said deed of trust, and sold the same to John R. Whaley at and for the sum of eighteen hundred and seventy five dollars, to bear interest from August the first nineteen hundred and four, and to be paid and secured, upon the ratification of the sale to the satisfaction of your trustee; said purchaser to have landlord's share of the corn rent for the year nineteen hundred and four, and whatever interest in the straw the landlord may be entitled to, and the taxes to be paid out of the fund.

And that as said sales will fully discharge an outstanding mortgage made by said grantors upon which the interest has been paid to the last installment out of the trust estate and will practically thereby close the trust, and as your trustee deems said sale an advantageous and desirable one to have been made and to be ratified, in which said L. Cecelia Embert, surviving wife of said John R. H. Embert, and her only son J. Griffin Embert fully concur, he asks that the same may be ratified.

And as in duty &c

EDWIN H. BROWN
Surviving Trustee

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

I hereby certify that on this Nineteenth day of November, in the year nineteen hundred and four before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Edwin H. Brown Surviving Trustee, as aforesaid, and made oath in due form of law that the things and matters stated in the aforegoing report to be true and just to the best of his knowledge and belief, and that the sale therein reported was fairly made.

R. HOPPER SMITH
Justice of the Peace.

We the undersigned L. Cecelia Embert and John Griffin Embert admitting the facts and things set forth in the foregoing report of sale do hereby pray your Honors to finally ratify said sale without requiring a previous order nisi, each of us deeming the same as reported to be a fair and advantageous one.

Test

L C EMBERT

EDWIN H. BROWN JR

J.G. EMBERT

In the Matter of the Trust Estate of John R. H. Embert and L. Cecelia Embert, his wife.	)))	In the Circuit Court for Queen Anne's County, In Equity. No. 968.

Ordered this 21st day of December, in the year nineteen hundred and four, by me James A. Pearce Cheif Judge of the Circuit Court for Queen Anne's County, In Equity, and by the authority thereof, that the sale made and reported by Edwin H. Brown Surviving Trustee, under a deed of Trust from John R. H. Embert and wife, recorded in Liber L.D. No. 2, folios 389 &c. a Land Record Book for Queen Anne's County, of the real estate, and reported in the aforegoing report of sale, be and the same is hereby ratified and confirmed, no cause to the contrary thereof appearing, and said L. Cecelia Embert, widow, and J. Griffin Embert, only heir at law of the said John R. H. Embert, now deceased, consenting to said ratification, without any previous order nisi, and it appearing advisible that same should be done.

JAMES A. PEARCE

Filed the 21st day of December 1904.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-third day of July in the year nineteen hundred and sixty-five, the following BILL OF COMPLAINT was brought to be recorded, to wit:

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	)	DOCKET CWC #1 Folio 98 Case No. 4711 Filed July 23, 1965
vs.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
WALTER I. REDMOND, and WILDA G. REDMOND, his wife	)	

To the Honorable, the Judge of said Court:

The petition of the Plaintiff respectfully represents

That on the 13th day of November A.D. 1959 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of $9,750.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your Petitioner files herewith an Affidavit by DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property; which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this Petition.

That default has now occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F PODLICH
William F. Podlich-Attorney for Plaintiff

Filed July 23, 1965

PETITIONER'S EXHIBIT NO. 1
Filed July 23, 1965

#43,410 LIBER 52 PAGE 10
RECEIVED FOR RECORD Nov.18,1959

Form No. 1-CITY OR COUNTY FEE OR LEASEHOLD Petitioner's Exhibit No. 1

THIS MORTGAGE, made this 13th day of November in the year one thousand nine hundred and fifty-nine, between WALTER I. REDMOND and WILDA G. REDMOND, 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 WALTER I. REDMOND and WILDA G. REDMOND, his wife, the sum of Nine Thousand Seven Hundred Fifty and 00/100 ($9,750.00)-- dollars, being the balance of the purchase money for the Property herein desdribed, 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 Eighty-two and 30/100 ($82.30)-- 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 WALTER I, REDMOND and WILDA G. REDMOND, his wife, do(th) grant, convey and assign unto said Autora Federal Savings and Loan Association, its successors and assigns all that land and premises situate and lying in 4th Election District of Queen Anne's County, State of Maryland, and described as follows:

Lots Numbered Seventeen (17) and Nineteen (19) in Block D, as shown upon a Plat entitled "FIRST REVISED EDITION OF THE SECOND SECTION OF KENTISLAND 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 said Walter I. Redmond and Wilda G. Redmond, his wife.

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 now of record.

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 privisions 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, 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 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.

V11. 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.

V111. That should the title to the herein mortgage 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 mortageee'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 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 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, amendmant, 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 Cou t 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 asforesaid 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 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 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, admisistrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

ELSIE CURTIS
ELSIE CURTIS

WALTER I. REDMOND (SEAL)
(Walter I. Redmond)

WILDA G. REDMOND (SEAL)
(Wilda G. Redmond)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 13th day of November in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared WALTER I. REDMOND and WILDA G. REDMOND, his wife,---- the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgagor 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, ghe 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.

ELSIE CURTIS
ELSIE CURTIS Notary Public
My commission expires on May 1, 1961.

STATEMENT OF MORTGAGE CLAIM
Filed July 23, 1965

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	)	DOCKET------FOLIO
	)	CASE NO.****----------
	)	FILED ----------

vs.

WALTER I. REDMOND, and)
WILDA G. REDMOND, his wife)

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY
IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from, the above named defendants to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the 13th day of November, 1959, and recorded among the Land Records fo Queen Anne's County in Liber TCP No. 52, Folio 10:

Original Loan----------	$9750.00
Amount Repaid----------	2426.43
Loan Balance ----------	$7323.57
Interest-to-10/1/65----------	273.98
	$7597.55
Credit Expense Acct.----------	62.06
	$7535.49

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Corporate
Seal

By DWIGHT F. BRUNK
Dwight F. Brunk, President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22nd day of July in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Notary
Public
Seal

THELMA B. BREEDEN
Notary Public.
Thelma B. Breeden

Filed July 23, 1965

MILITARY AFFIDAVIT
Filed July 23, 1965

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

AURORA FEDERAL SAVINGS AND)
LOAN ASSOCIATION, a body corporate,)
)
vs. (
)
WALTER I, REDMOND, and)
WILDA G. REDMOND, his wife)

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY
IN EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, gefore me, the subscriber, a Notary Public of said State, in and for said City, personslly appeared DWIGHT F. BRUNK President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defenants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants is are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

DWIGHT F. BRUNK
Dwight F. Brunk Affiant.

Subscribed and sworn to before me
this 22nd day of July 1965

THELMA B. BREEDEN
Thelma B. Breeden Notary Public

Notary
Public
Seal

Filed July 23, 1965

DECREE FOR SALE
Filed July 26, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	DOCKET CWC #1 FOLIO 98
vs.	CASE NO. 4711
WALTER I. REDMOND, and WILDA G. REDMOND, his wife	FILED July 26, 1965
	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 26th day of July in the year nineteen hundred and sixty-five by the Circuit Court for QUEEN ANNE'S County, in Equity, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $3,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further 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 shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, 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 commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an additional Bond.

THOS J KEATING JR
JUDGE

Filed July 26, 1965

CERTIFIED COPY OF BOND
Filed Aug. 20, 1965

RECEIVED FOR RECORD Aug. 20, 1965
LIBER 1 PAGE 114

IN THE CIRCUIT COURT OF Queen Anne's County
STATE OF MARYLAND

Bond No. 16 734 65

Aurora Federal Savings and Loan Association	
versus	Bond of Trustee to Sell Real Estate
Walter I. Redmond and Wilda G. Redmond, his wife	

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 - - - - Dollars ($3,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be make, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 26th day of July in

the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Walter I. Redmond and Wilda G. Redmond, his wife

now pending in said Court.

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

Test:

ELSIE CURTIS

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

THELMA L. BARRY
Witness as to Surety

Corporate Seal

By DOUGLAS VON HAGEL
Douglas Von Hagel,
Attorney in fact

Security approved and Bond filed Aug. 20, 1965.

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 114, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of August in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF ADDITIONAL BOND
Filed Sept. 17, 1965

RECEIVED FOR RECORD September 17, 1965
LIBER 1 PAGE 118

Additional
Maryland Trustee To Sell

Bond No. 16 815 65

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND

Aurora Federal Savings and Loan Association	)	
versus	)	Additional BOND OF TRUSTEE TO SELL Real Estate
Walter I. Redmond and Wilda G. Redmond	)	

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Eight Hundred and 00/100 ---- Dollars ($3,800.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 14th day of September in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Walter I. Redmond and Wilda G. Redmond

now pending in said Court.

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

ELSIE CURTIS
Elsie Curtis

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

THELMA I. BARRY
Witness as to Surety

By ROBERT J. NOETH
Robert J. Noeth, Attorney in fact

Security approved and Bond filed Sept. 17, 1965.

CHARLES W. CECIL Clerk

Certified copy of power of Attorney attached

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 118, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 7th day of September in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Sept. 17, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4711
	:	IN THE CIRCUIT COURT OF
vs.	:	QUEEN ANNE'S COUNTY
WALTER I. REDMOND and WILDA G. REDMOND, his wife	:	IN EQUITY

- -

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, the make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, 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, said Trustee did attend, in front of the Court House door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 31, 1965, at 1:45 o'clock, P.M. and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto EARL L. QUANDT and RUBY C. QUANDT, his wife, they being then and there the highest bidder therefor, at and for the sum of Six Thousand Eight Hundred and no/100 ($6,800.00) Dollars, upon the terms mentioned in said Advertisement

Said Trustee further certifies that he believes said purchasers will pay the purchase money for said property and that they will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto one of the purchasers' affidavit required by the Maryland Rules.

This Report states the amount of sale to be Six Thousand Eight Hundred and no/100 ($6,800.00) Dollars.

Respectfully submitted

WILLIAM F. PODLICH
William F. Podlich - Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, 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 Sept. 17, 1965

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Sept. 17, 1965

William F. Podlich, Solicitor
301 Aurora Federal Building
Baltimore, Maryland - 21201
PLaza 202850

TRUSTEE'S SALE
OF VALUABLE IMPROVED FEE
SIMPLE PROPERTY

Situate In The Second Section
of Kent Island Estates on Kent
Island

In The Fourth Election
District of Queen Anne's
County, Maryland

By a Decree of the Circuit Court for Queen Anne's County, in Equity, in a cause entitled "AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. WALTER I. REDMOND and WILDA G. REDMOND, his wife," the undersigned Trustee will sell at Public Auction, in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, AUGUST 31st, 1965
At 1:45 O'clock P.M.

ALL that fee simple parcel of land situated and lying in the Fourth Election District of Queen Anne's County, in the State of Maryland, on Kent Island, to wit:

LOTS Numbered Seventeen (17) and Nineteen (19) in 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.

IMPROVED by a one-story frame dwelling containing five rooms and one bath.

The above described property will be sold SUBJECT to the legal operation and effect of the restrictions, conditions, covenants and agreements now recorded among the Land Records of Queen Anne's County.

TERMS OF SALE: A Cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid IN CASH upon final ratification of the sale by the Circuit Court for Queen Anne's County, and said balance shall bear interest at 6% from date of sale. All taxes and other public dues and charges are to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes, if any, to be paid by purchaser.

WILLIAM F. PODLICH, Trustee

Joseph A. Jackson, Jr., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Sept 13, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE in the case of AURORA FEDERAL SAVINGS & LOAN ASSOC VS WALTER I. REDMOND AND WILDA G. REDMOND a true copy of which is annexed hereto, was published in the QUEEN ANNES RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 31 day of AUG, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5 day of Aug 1965, and the last insertion on the 26 day of Aug, 1965

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Sept. 17, 1965

AFFIDAVIT
Filed Sept. 17, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4711
vs.	;	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY,
WALTER I. REDMOND and WILDA G. REDMOND, his wife	:	IN EQUITY

AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 13 day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared RUBY C. QUANDT, and made oath in due form of law that she is one of the purchasers for $6,800.00 of Lots 17 and 19, Block D, Second Section of Kent Island Estates, in the 4th Election District of Queen Anne's County, being the property referred to in the above entitled cause, wherein WILLIAM F. PODLICH was appointed by Decree of said Court, to make sale of said property; that this affiant purchased said property as principal, and as Agent for her husband, EARL L. QUANDT, who will take title to said property with this affiant as tenants by the entireties; and that this affiant has not directly or indirectly discouraged anyone from bidding for said property.

RUBY C. QUANDT

WITNESS my hand and Notarial Seal.

EDMUND C. SCOTT
Notary Public

Notary
Public
Seal

ORDER NISI ON SALE
Filed Sept. 17, 1965

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate	)	In the Circuit Court
vs.	)	for Queen Anne's County In Equity
Walter I. Redmond and Wilda G. Redmond, his wife.	)	Cause No. 4711

ORDERED, this 17th. day of September, 1965, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th. day of October, 1965, 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 11th. day of October, 1965.

The report states the amount of sales to be $6,800.00.

CHARLES W. CECIL Clerk

Filed September 17, 1965

ORDER NISI ON SALE
Filed Oct. 11, 1965

ORDER NISI ON SALE

Aurora Federal Savings and
Loan Association
a body corporate
vs.
Walter I. Redmond and
Wilda G. Redmond, his wife

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

Cause No. 4711

ORDERED, this 17th day of September, 1965, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th day of October, 1965, 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 works before the 11th day of October, 1965.

The report states this amount of sales to be $6,800.00.

CHARLES W. CECIL, Clerk

Filed: September 17, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., OCT 11, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4711 WALTER I. REDMOND AND WILDA G. REDMOND, HIS WIFE, in the case a true

copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11 day of Oct, 1965

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Oct. 11, 1965

FINAL ORDER OF RATIFICATION
Filed Oct. 19, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4711
vs.	:	IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY IN EQUITY.
WALTER I. REDMOND and WILDA G. REDMOND, his wife.	:	

FINAL ORDER OF RATIFICATION

O R D E R E D, this 19th day of October, 1965, 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, Trystee herein, 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 said Trustee 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 Oct. 19, 1965

PETITION
Filed Nov. 5, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, A body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
vs.	:	
WALTER I. REDMOND and WILDA G. REDMOND, his wife Dorchester Road Kent Island Estates Stevensville, Maryland, Defendants	:	CASE NO. 4711

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of EARL R. QUANDT and RUBY C. QUANDT, his wife, respectfully show, unto Your Honor, as follows:

1- That on August 31, 1965, Your Petitioners became the purchasers of the mortgaged premises known as Lots Numbered 17 and 19, Block D, First Revised Edition of the Second Section of Kent Island Estates, in the 4th District of Queen Anne's County, Maryland, mentioned and described in the above entitled proceedings, which mortgaged premises were sold under a Decree of this Honorable Court by WILLIAM F. PODLICH, the Trustee appointed therein.

2- That said sale was duly reported to and ratified and confirmed by this Honorable Court.

3- That pursuant to the aforesaid Decree, WILLIAM F. PODLICH, Trustee herein, conveyed said premises to Your Petitioners, in fee simple, by Deed dated November 3, 1965, and now duly recorded among the Land Records of Queen Anne's County.

4- That said WALTER I. REDMOND and WILDA G. REDMOND, his wife, the Defendants in the above entitled cause, continue to remain upon and within the said property, and are still in possession thereof, and refuse to surrender the same, although possession has been demanded of them by Your Petitioners.

WHEREFORE, Your Petitioners pray that a Writ of Possession may be issued by this Honorable Court requiring the said defendants, WALTER I. REDMOND and WILDA G. REDMOND, his wife, to give and deliver up to Your Petitioners, full possession of the mortgaged premises mentioned in this proceeding, and sold under the Decree above referred to, unto Your Petitioners.

AND, as in duty bound, etc.

EARL R. QUANDT (SEAL)
Earl R. Quandt

RUBY C. QUANDT (SEAL)
Ruby C. Quandt, his wife,
Petitioners

WILLIAM F. PODLICH, Attorney for
Petitioners

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

I HEREBY CERTIFY that on this 5th day of November, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EARL R. QUANDT and RUBY C. QUANDT, his wife, the Petitionners in the aforegoing Petition, and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

JUDITH C. CONLEY
Notary Public

Notary
Public
Seal

Filed Nov. 5, 1965

ORDER
Filed Nov. 8, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE NO. 4711
vs.	:	
WALTER I. REDMOND and WILDA G. REDMOND, his wife Dorchester Road Kent Island Estates Stevensville, Maryland, Defendants	:	

O R D E R

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 8th day of November, 1965, upon the aforegoing Petition and Affidavit, that a Writ of Posssession issue against WALTER I. REDMOND and WILDA G. REDMOND, his wife, the above named Defendants, requiring them to forthwith deliver up to the said EARL R. QUANDT and RUBY C. QUANDT, his wife, the mortgaged premises mentioned and described in these proceedings, and sold by WILLIAM F. PODLICH, Trustee herein, to said EARL R. QUANDT and RUBY C. QUANDT, his wife, under the Decree herein passed; unless cause to the contrary be shown by said Defendants, on or before the 1st day of December, 1965; PROVIDED a copy of said Petition and of this Order be served upon said Defendants, WALTER I. REDMOND and WILDA G. REDMOND, his wife, or conspicuously posted upon said premises on or before the 15th day of November, 1965.

THOS J. KEATING JR
JUDGE

Filed Nov. 8, 1965

PETITION AND SHOW CAUSE ORDER
Filed Nov. 15, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 4711
vs.	:	
WALTER I. REDMOND and WILDA G. REDMOND, his wife, Dorchester Road Kent Island Estates Stevensville, Maryland, Defendants	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of EARL R. QUANDT and RUBY C. QUANDT, his wife, respectfully show, unto Your Honor, as follows:

1- That on August 31, 1965, Your Petitioners became the purchasers of the mortgaged premises known as Lots Numbered 17 and 19, Block D, First Revised Edition of the Second Section of Kent Island Estates, in the 4th District of Queen Anne's County, Maryland, mentioned and described in the above entitled proceedings, which mortgaged premises were sold under a Decree of this Honorable Court by WILLIAM F. PODLICH, the Trustee appointed therein.

2- That said sale was duly reported to and ratified and confirmed by this Honorable Court.

3- That pursuant to the aforesaid Decree, WILLIAM F. PODLICH,

Trustee herein, conveyed said premises to Your Petitioners, in fee simple, by Deed dated November 3, 1965, and now duly recorded among the Land Records of Queen Anne's County.

4- That said WALTER I. REDMOND and WILDA G. REDMOND, his wife, the Defendants in the above entitled cause, continue to remain upon and within the said property, and are still in possession thereof, and refuse to surrender the same, although possession has been demanded of them by Your Petitioners.

WHEREFORE, Your Petitioners pray that a Writ of Possession may be issued by this Honorable Court requiring the said defendants, WALTER I. REDMOND and Wilda G. REDMOND, his wife, to give and deliver up to Your Petitioners, full possession of the mortgaged premises mentioned in this proceeding, and sold under the Decree above referred to, unto Your Petitioners.

AND, as in duty bound, etc.

EARL R. QUANDT (SEAL)
Earl R. Quandt

WILLIAM F. PODLICH
William F. Podlich, Attorney for Petitioners

RUBY C. QUANDT (SEAL)
Ruby C. Quandt, his wife, Petitioners

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

I HEREBY CERTIFY that on this 5th day of November, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EARL R. QUANDT and RUBY C. QUANDT, his wife, the Petitioners in the aforegoing Petition, and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public Seal

JUDITH C. CONLEY
Notary Public

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
WALTER I. REDMOND and WILDA G. REDMOND, his wife,	:	IN EQUITY
Dorchester Road Kent Island Estates Stevensville, Maryland, Defendants	:	CASE NO. 4711

O R D E R

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 8th. day of November, 1965, upon the aforegoing Petition and Affidavit, that a Writ of Possession issue against WALTER I. REDMOND and WILDA G. REDMOND, his wife, the above named Defendants, requiring them to forthwith deliver up to the said EARL R. QUANDT and RUBY C. QUANDT, his wife, the mortgaged premises mentioned and described in these proceedings, and sold by WILLIAM F. PODLICH, Trustee herein, to said EARL R. QUANDT and RUBY C. QUANDT, his wife, under the Decree herein passed; unless cause to the contrary be shown by said Defendants, on or before the 1st. day of December, 1965; PROVIDED a copy of said Petition and of this Order be served upon said Defendants, WALTER I. REDMOND and WILDA G. REDMOND, his wife, or conspicuously posted upon said premises on or before the 15th day of November, 1965.

THOS. J. KEATING, JR.
JUDGE

Filed Nov. 8, 1965

True Copy

Test: CHARLES W. CECIL Clerk

Filed Nov. 15, 1965

And on the back of the foregoing Show Cause Order is the following endorsement, to wit:

Petition and Show Cause Order served on Walter I. Redmond and Wilda G. Redmond and copy of same left with them this 12th day of November, 1965.

ALEXIS M. BUTLER
Deputy Sheriff

REPORT OF AUDITOR
Filed Nov. 22, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

WALTER I. REDMOND and
WILDA G. REDMOND his wife

IN EQUITY

NO. 4711

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, Trustee, (and vendor), who was duly appointed such Trustee by decree of this Court of July 26, 1965, in this foreclosure proceedings; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceeding and the amount due under the mortgage. The Mortgage deficiency appears to be in the sum of $1,514.30.

2. That in the within account, the vendor is charges with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premiums, auctioneer's charges, the costs of advertising the notice of sale and the order nisi of sale, the vendor's share of 1965-66 state and county taxes on the realty sold herein, Notary fees, his fees 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 by your auditor directed to be paid the mortgage as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

November 17, 1965

Cause No. 4711

The Proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1965 Aug. 31	By proceeds of the sale of land, per report of vendor, to wit:--	$6,800.00
	By interest on unpaid balance of purchase, price, per statement of vendor, to wit:----------	67.20
	By gross proceeds of said sale, to wit:----------	$6,867.20

Dr.

To William F. Podlich, Trustee,(and vendor) per terms of mortgage, as follows, to wit: 1-His fee for his services-------$ 35.00 2-His commissions for making sales, to wit:---------- 490.00		$525.00
To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs in this cause, per receipt for same exhibited, to wit:----------		15.00
To do., for an amount due Charles W. Cecil, Clerk, for balance of court costs in this Cause, per statement of Clerk's exhibited, to wit: 1-Costs of Charles W. Cecil, Clerk-$20.95 2-Appearance fee of Wm. F. Podlich, Attorney ---------- 10.00		30.95
To do., for amounts paid Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond and additional corporate surety bond filed in this cause, per statement for the same exhibited, to wit:		27.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit: 1-Costs for publishing advertisement of sale---------- $87.50 2-Costs for publishing order nisi of sale---------- 14.00		101.50
To do., for an amount paid J.A. Jackson,Jr., Auctioneer, for crying said sale, per receipts for same exhibited, to wit:-----		25.00
To do., for an amount paid Elsie Curtis, Notary, for Notary fees in this cause, per receipt for same exhibited, to wit:		2.00
To do., for allowance for an amount due as Vendor's share of 1965-66 State and County taxes on the real estate sold in this cause, per statement of Vendor, to wit:----------		22.94

To J. Thomas Clark, Auditor, for stating this audit, the sum of ---------- 60.00

To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under terms of the mortgage foreclosed herein in the sum of $7,572.11, which includes the sum of $36.62 interest for the month of November under the provisions of Sec. 8, Art. 66, Annotated Code of Maryland, the Balance or the sum of ---------- 6,057.81

$6,867.20 $6,867.20

November 17, 1965

J THOMAS CLARK
Auditor

Filed Nov. 22, 1965

NISI RATIFICATION OF AUDIT
Filed Nov. 22, 1965

Aurora Federal Savings and Loan Association	)	In the Circuit Court
	)	for Queen Anne's County
VS.	)	In Equity
Walter I. Redmond and Wilda G. Redmond, his wife	)	Cause No. 4711

ORDERED, this 22nd. day of November, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 8th. day of December, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Nov. 22, 1965

CERTIFICATE OF NOTICES MAILED
Filed Nov. 22, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION	IN THE CIRCUIT COURT FOR
	QUEEN ANNE'S COUNTY
vs.	IN EQUITY
WALTER I. REDMOND, and WILDA G. REDMOND, his wife	No. 4711

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 22, 1965, the date the audit in the above entitled cause was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

WILLIAM F. PODLICH, Esquire
Aurora Federal Building
Charles Street and Sait Paul
Baltimore, Maryland 21201

Aurora Federal Savings and Loan Association
Aurora Federal Building
Charles and Saint Paul Streets
Baltimore, Maryland 21201

Walter I. Redmond and
Wilda G. Redmond, his wife
Chester, Maryland

PURSUANT TO Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on November 22, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed Nov. 22, 1965

ORDER OF COURT
Filed Dec. 2, 1965

No cause to the contrary having been shown it is this 2nd day of December, 1965 ORDERED that the Clerk issue the Writ of Habere Facias Possession.

THOS J KEATING JR
Judge

Filed Dec. 2, 1965

WRIT OF HABERE FACIAS POSSESSIONEM
Filed Dec. 8, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
WALTER I. REDMOND and WILDA G. REDMOND, his wife Defendants	:	QUEEN ANNE'S COUNTY
	:	EQUITY No. 4711

:::::::::::::LLL:::

WRIT OF HABERE FACIAS PROSSESIONEM

THE STATE OF MARYLAND TO THE SHERIFF OF QUEEN ANNE'S COUNTY:

G R E E T I N G :

WHEREAS, by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed in the cause of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. WALTER I. REDMOND and WILDA G. REDMOND, his wife, dated the 26th day of July, 1965, certain fee simple property situated in Queen Anne's County, being known as Lots numbered 17 and 19, Block D, First Revised Edition of the Second Section of Kent Island Estates in the 4th District of Queen Anne's County, Maryland, was decreed to be sold.

AND, WHEREAS, WILLIAM F. PODLICH, Trustee appointed by said Decree, did make sale of said property at public auction unto EARL R. QUANDT and RUBY C. QUANDT, his wife, which sale has been ratified by the Court aforesaid, whereupon said Trustee conveyed the aforementioned property to said purchasers by Deed of record among the Land Recotds of Queen Anne's County;

AND, WHEREAS, by a subsequent Order of said Court in said cause, passed on the 8th day of November, 1965, it was ADJUDGED AND ORDERED that WALTER I. REDMOND and WILDA G. REDMOND, his wife, who held possession of said real estate, should deliver possession of the same to the said EARL R. QUANDT and RUBY C. QUANDT, his wife, and that a writ of habere facias possessionem issue against said WALTER I. REDMOND and WILDA G. REDMOND, his wife, to require them to deliver possession of the same;

AND, WHEREAS, it is represented to the Court that the service of a Petition and Order of said Court, requiring the said WALTER I. REDMOND and WILDA G. REDMOND, his wife, to show cause why they should not deliver possession of the said premises was made at the residence of the said WALTER I. REDMOND and WILDA G. REDMOND, his wife, the premises aforesaid, by being left in their hands, or conspicuously posted upon said premises, with which Order of Court the said WALTER I. REDMOND and WILDA G. REDMOND, HIS WIFE, HAVE ABSOLUTELY REFUSED TO COMPLY, AND THE said EARL R. QUANDT and RUBY C. QUANDT, his wife, having applied to us in our Court here for additional process to enforce said Decree.

KNOW YE THEREFORE,to complete and carry out the full effect of the Decrees and Orders aforesaid, we have given and from this day do give to you, full power and authority to the said fee simple property situated in Queen Anne's County aforesaid, and in the Decrees and Orders aforesaid mentioned and expressed, to approach and enter, and from thence the said WALTER I. REDMOND and WILDA G. REDMOND, his wife, as well as all and every other persons in possession of said fee simple property, against the form and effect of the said Decrees and Orders you remove, and the said EARL R. QUANDT and RUBY C. QUANDT, his wife, being put and placed in possession you protect and keep quiet.

AND WE, THEREFORE, command you that immediately after the receipt of this Writ, to the said fee simple property aforesaid you approach and enter, and the said WALTER I. REDMOND and WILDA G. REDMOND, his wife, as well as all and every other person or persons in possession of the premises aforesaid, against the form and effect of the Decrees and Orders aforesaid, from the possession thereof you remove, and to this end the said EARL R. QUANDT and RUBY C. QUANDT, his wife, the full,peaceable and quiet possession of all and singular the premises you deliver, put and place, and so from time to time as often as necessary, and the said EARL R. QUANDT and RUBY C. QUANDT, his wife, being so put in possession, you preserve, keep, continue and preserve, and cause to be preserved, kept and continued, according to the true intent of the Decrees and Orders aforesaid and of this Writ.

Make return hereof as to the manner of your execution on or before Dec. 15th., 1965.

WITNESS the HONORABLE J. DeWeese Carter CHIEF JUDGE of the Circuit Court for Queen Anne's County, this 4th. day of October, 1965.

Issued this 2nd. day of December, 1965

CHARLES W. CECIL
CLERK

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

Writ of Habere Facias Possessionem served on Walter I. Redmond and Wilda G. Redmond, his wife and copy of same left with each of them this 7th day of December, 1965.

ALEXIS M. BUTLER
Deputy Sheriff

FINAL RATIFICATION OF AUSIT
Filed Dec. 8, 1965

Aurora Federal Savings and
Loan Association, a body corporate

vs.

Walter I. Redmond and
Wilda G. Redmond, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chy.No. 4711

FINAL RATIFICATION OF AUDIT

ORDERED, this 8th. day of December, 1965, that the Report and Account filed hereby by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and William F. Podlich, Trustee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County.

Filed Dec. 8, 1965

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Ninth day of August in the year nineteen hundred and sixty-five, the following BILL OF COMPLAINT was brought to be recorded, to wit:

J. RALPH GRAHAM, individually, and as Executor of the Estate of Ethel M. Graham, deceased, Sudlersville, Maryland; and ELIZABETH J. GRAHAM, his wife, Sudlersville, Maryland; HELEN GRAHAM TURNER and ARTHUR L. TURNER, her husband, Pleasantville, New Jersey;	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
and	:	
ARTHUR W. CANNON and PHYLLIS C. CANNON, his wife, Sudlersville, Maryland; COMPLAINANTS	:	CHANCERY NO. 4718
vs.	:	
SUSAN MARIE GRAHAM, infant, and LAWRENCE FRANK GRAHAM, infant, 2 Bolton Place Bloomfield, New Jersey, RESPONDENTS.	:	

: : : : : :

: : : : : :

BILL OF COMPLAINT

J. Ralph Grahan, individually, and as Executor under the Will of Ethel M. Graham, deceased, et al, by their attorney, B. Hackett Turner, alleges:

1. That Ethel M. Graham, late of Queen Anne's County, died on January 13, 1965, leaving a Last Will and Testament dated September 22, 1956, which was duly admitted to probate by the Register of Wills of Queen Anne's County on January 28, 1965, and recorded in Liber E.C.W. No. 2, folio 181, a Record Book of Wills in the Orphans' Court of Queen Anne's County; a certified copy of which is filed herewith and marked, "Complainants' Exhibit A", and prayed to be made a part hereof.

2. That said decedent left a small personal estate upon which Letters Testamentary were granted unto J. Ralph Graham, as Executor appointed in said Will, as will more fully appear by reference to the certificate of the Register of Wills of Queen Anne's County filed herewith and marked, "Complainants' Exhibit B", and prayed to be made a part hereof.

3. That the Amended Inventory of Cash in the amount of $1,324.28 was filed and passed by the Orphans' Court of Queen Anne's County on the 3rd day of August, 1965; and that the Inventory of the Personal Estate in the amount of $120.00 eas filed and passed on the 23rd day of March, 1965; certified coies of said inventories filed herewith and marked "Complainants' Exhibits C and D".

4. That the only real estate of which Ethel M. Graham died seized and possessed was granted and conveyed unto her and her husband, Edward S. Graham, by deed dated November 30, 1945, and recorded among the land records of Queen Anne's County in Liber A.S.G., Jr. No. 12, folio 516, a certified copy of which deed is filed herewith and marked, "Complainants' Exhibit E", and prayed to be made a part hereof, wherein said real estate is described as follows, to wit:

ALL that lot or parcel of land, containing a frame dwelling house, called or known as "The Annie Fallowfield Property", situate, lying and being in the village of Barclay in the First Election District of Queen Anne's County in the State of Maryland on the East side of the State Road which leads from the village of Barclay to Sudlersville in the same County, bounded on the West by said State Road, bounded on the North by the dirt road which leads from a Colored Church Property across said State Road to the Railroad of said District, and bounded on its remaining sides by the land of Richard Phillips; BEING Parcel No. One in the deed from Joel C. Fallowfield, et al, which was granted and conveyed unto Edward S. Graham and Ethel M. Graham, his wife, as tenants by the entireties, bearing date November 30, 1945, and recorded in Liber A.S.G.,Jr. No. 12, folio 516, etc., a land record book for Queen Anne's County, State of Maryland. The said Edward S. Graham predeceased the said Ethel M. Graham.

5. That the aforesaid real estate was appraised by Jack Kern & J. Rembert Phillips, for the sum of $4,500.00, said appraisal dated and returned to the Orphans' Court of Queen Anne's County for recording on the 23rd day of March, 1965; a certified copy of which appraisal is filed herewith and marked, "Complainants Exhibit F".

6. That said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, including the funeral expenses of said decedent, and costs of administration, but the sum now in his hands will be applied to the payment of said funeral expenses and the said decedent's debts and the costs of administration, so far as the same will extend.

7. That your Plaintiff alleges that any deficiency in said personal estate ought to be supplied by a sale of all, or so much thereof as may be necessary, of the real estate above mentioned and described.

8. That the said Ethel M. Graham, being so seized and possessed, died leaving to survive her the following devisees named in the First Item of her Last Will and Testament, viz: J. Ralph Graham, adult son; Helen Graham, Turner, adult daughter; Susan Marie Graham, minor granddaughter; and Lawrence Frank

Graham, minor grandson.

9. That all parties known to the Plaintiff to have any interest in said real estate so devised by Ethel M. Graham to her aforesaid son, daughter and grandchildren or who might have any interest as an heir at law of said Ethel M. Graham, deceased ,, have been made parties to this proceeding, as will more fully appear, as follows, that is to say:

(a) J. Ralph Graham is married to Elizabeth J. Graham.

(b) Helen Graham Turner is married to Arthur L. Turner.

(c) Susan Marie Graham, minor, is single.

(d) Lawrence Frank Graham, minor, is single.

10. That said Complainants, J. Ralph Graham and Elizabeth J. Graham, his wife, and Helen Graham Turner and Arthur L. Turner, her husband, have entered into a Contract for the sale of said property to Arthur V. Cannon and Phyllis C. Cannon, his wife, dated July 12, 1965, at and for a purchase price of $4,500.00, less a real estate broker's commission of $270.00 to J. Wilbur Stafford, Realtor, for bringing about the sale, said Contract including the interest of said infants within its terms and provisions, and is subject to the ratification thereof by this Honorable Court, an executed copy of said Contract of Sale being attached hereto and marked, "Complainants' Exhibit G", and prayed to be made a part hereof.

WHEREFORE, COMPLAINANTS PRAY:

1. That the said real estate, or so much thereof as may be necessary, may be sold for the payment of the debts of Ethel M. Graham, deceased.

2. That the Contract of Sale hereinbefore mentioned be confirmed and ratified by this Honorable Court.

3. That a Trustee be appointed by this Honorable Court to convey said lands unto Arthur V. Cannon and Phyllis C. Cannon, his wife, Vendees, in fee simple, after payment in full of the purchase price, by a good and sufficient deed, free, clear and discharged of and from all right, title, interest or estate of all parties to said Bill of Complaint, or of those claiming by, from or under them or any of them.

4. That the balance of the proceeds, after payment of said debts, if any, may be distributed to the parties entitled according to their respective interests therein.

5. That they may have such other and further relief as the case may require.

TURNER AND TURNER

BY B. HACKETT TURNER
B. Hackett Turner
Attorneys for Complainants
109 Lawyers Row
Centreville, Maryland
Telephone 758-1795

Filed Aug. 9, 1965

COMPLAINANT'S EXHIBIT "A"
Filed Aug. 9, 1965

LAST WILL and TESTAMENT

I, ETHEL M. GRAHAM, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, in manner following, that is to say:

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

ITEM ONE. I do hereby give, devise and bequeath all of my estate and property of every kind and description real, personal and mixed, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to, as follows: One third, (1/3) absolutely and in fee simple to my son, J. Ralph Graham; one third (1/3) absolutely and in fee simple to my daughter, Helen Graham Turner; and one third (1/3) absolutely and in fee simple to the children of my deceased son, J. Frank Graham, living at the time of my death.

In the event my son, J. Ralph Graham or my daughter, Helen Graham Turner shall not survive me, the child or children of their bodies shall take his or her share of my estate.

ITEM TWO. I do hereby constitute and appoint my son, J. Falph Graham, 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 I do hereby request and direct that the said J. Ralph Graham 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

affix my seal, this 22nd day of Sept., 1956.

ETHEL M. GRAHAM (SEAL)
Ethel M. Graham

SIGNED, sealed, published and declared by the above named testatrix, Ethel M. Graham, as and for her Last Will and Testament in the presence of each other have hereunto subscribed our names as witnesses hereto:

LILLIAN P. WALRAVEN

CATHERINE C. PEARSON

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

On the 28th day of January A.D., 1965, came J. Ralph Graham of Sudlersville, Maryland, Custodian of the within and aforegoing instrument of writing purporting to be the last Will and Testament of ETHEL M. GRAHAM, 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 office of the Register of Wills on January 28, 1965, where the same had been filed for safekeeping on the 29th day of September A.D. 1956.

Sworn before

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Md.

Filed Aug. 9, 1965

IN THE MATTER OF THE ESTATE OF
ETHEL M. GRAHAN, DECEASED

IN THE ORPHANS' COURT OF
QUEEN ANNE'S COUNTY

ORDER OF COURT

ORDERED, this 29th day of January, 1965, by the Orphans' Court of Queen Anne's County, that Dorothy E. Connolly, Register of Wills of said County, be and she is hereby directed to examine and take the depositions of the subscribing witnesses to the paper writing, purporting to be the last Will and Testament of ETHEL M. GHAHAM, Deceased, wherever they may be found, whether within the State of Maryland, or beyond its jurisdiction, provided that before the original Will is taken from the office of the Register of Wills, there shall first be made out a certified copy of said Will and filed among the records of this Court.

GORDON L. SHAWN

BENJ L COPPAGE

WM. ALBERT ROE
Judges of the Orphans' Court

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

I, Dorothy E. Connolly, Register of Wills of Queen Anne's County, State of Maryland, DO CERTIFY:

THAT pursuant to an Order of Court passed on this 29th day of January, 1965, authorizing me to take the depositions of the subscribing witnesses to the paper writing, purporting to be the last Will and Testament of ETHEL M. GRAHAM, LATE of Queen Anne's County, deceased, I proceeded to Sudlersville, Maryland, and there at The Sudlersville Bank of Maryland, there personally appeared before me Lillian P. Walraven and Catherine C. Pearson, the two subscribing witnesses to said paper writing, and they both made oath in due form of law that they did see the Testatrix, Ethel M. Graham, sing and seal said Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory and understanding and that they together with each other subscribed their names as witnesses to said Will at her request, in her presence and in the presence of each other.

AND I FURTHER CERTIFY that before taking the original Will of the said Ethel M. Graham, deceased, from the office of the Register of Wills, I first made out a certified copy of said Will and filed the same among the records in my said office - in accordance with the law.

Signatures of Witnesses:

LILLIAN P. WALRAVEN
Lillian P. Walraven

CATHERINE C. PEARSON
Catherine C. Pearson

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Maryland

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 ETHEL M. GRAHAM, late of Queen Anne's County, deceased, hav-

ing 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 2nd, day of February, A.D., 1965, that the same be admitted in this Court as the true and genuine last Will and Testament of the said ETHEL M. GRAHAM, deceased.

GORDON L. SHAWN

BENJ L. COPPAGE

WM. ALBERT ROE
Judges of the Orphans' Court of
Queen Anne's County, Maryland

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the last Will and Testament of ETHEL M. GHAHAM, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on February 2nd, 1965 and recorded in Liber E.C.W. No. 2 Folio 181, etc. in Record Book of WILLS in the Orphans' Count for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 5th day of August 1965.

Orphans' Court Seal

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

Filed Aug. 9, 1965

COMPLAINANT'S EXHIBIT B
Filed Aug. 9, 1965

Maryland State Seal

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 of his office, that LETTERS TESTAMENTARY of all the goods, chattels, credits and personal estate of ETHEL M. GRAHAM, late of Queen Anne's County, deceased, were on the 2nd day of February in the year of our Lord one thousand nine hundred and sixty-five granted and committed unto J. Ralph Graham 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 5th day of August in the year of our Lord, nineteen hundred and sixty-five.

Orphans' Court Seal

Test:

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County

Filed Aug. 9, 1965

COMPLAINANT'S EXHIBIT C
Filed Aug. 9, 1965

IN THE MATTER OF THE ESTATE OF	:	IN THE ORPHANS' COURT OF
	:	QUEEN ANNE'S COUNTY
ETHEL M. GRAHAM, DECEASED.		BOX NO. 3743

: : : : : :

AMENDED INVENTORY OF CASH

A true and perfect list of the moneys belonging to Ethel M. Graham, deceased, at the time of her death, which has come to the hands and knowledge of J. Ralph Graham, Executor of her estate, viz:
On deposit in the Chedking Department of The Sudlersville Bank of Maryland

- - - - - - - $1,258.38
65.90 $1,324.28

Respectfully submitted:

J. RALPH GRAHAM
J. Ralph Graham, Executor of the
Estate of Ethel M. Graham

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

I HEREBY CERTIFY, that on this 3rd day of August, 1965, before

me, the subscriber, the Register of Wills of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. RALPH GRAHAM, Executor of the estate of Ethel M. Graham, deceased, and made oath in due form of law that the within and aforegoing AMENDED INVENTORY OF CASH is just and true as therein stated to the best of his knowledge and belief and that should he hereafter discover any other such CASH, he will report the same to this Honorable Court.

DOROTHY E. CONNOLLY
Register of Wills

ORDER OF COURT

The aforegoing AMENDED INVENTORY OF CASH and affidavit made by J. Ralph Graham, Executor of the estate of Ethel M. Graham, deceased, having been examined and approved, IT IS, this 3rd day of AUGUST, 1965, ORDERED by the Orphans' Court of Queen Anne's County that the same be received, filed and recorded.

GORDON L. SHAWN

BENJ L. COPPAGE

WM. ALBERT ROE
JUDGES OF THE ORPHANS' COURT OF QUEEN ANNE'S COUNTY

Filed Aug. 9, 1965

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 AMENDED INVENTORY OF CASH in the estate of ETHEL M. GRAHAM, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on August 3rd, 1965 and recorded in Liber D.E.C. No. 1 Folio--- in Record Book of 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 5th day of August, 1965.

Orphans' Court Seal

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

COMPLAINANT'S EXHIBIT D
Filed Aug. 9, 1965

A TRUE AND PERFECT INVENTORY of all and singular, the Goods, Chattels and Personal Estate of ETHEL M. GRAHAM, late of Queen Anne's County, deceased, appraised by the subscribers, J. Rembert Phillips and Jack Kern, jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and certificate thereon hereto annexed.

WEST ROOM UPSTAIRS	
1 Iron Bed and Mattress	$ 2.50
1 Bureau	1.00
1 Wash Stand	.50
1 Bedside Stand	.50
1 Lamp	.25
3 Straight Chairs @ 25¢	.75
1 Rocker	1.00
1 Set Crockery	.25
1 Box Glassware	.25
1 Pair Figurines	.25
SOUTH ROOM	
1 Iron Bed	1.50
1 Stand	.25
1 Clock	1.00
1 Bureau	1.00
1 Set Glassware	.25
1 Trunk	1.00
1 Afghan and Quilt	1.00
1 Bedspread and Blanket	1.00
1 Set Rugs	.50
1 Chest Drawers	1.00
1 Wardrobe	2.00
NORTH ROOM UPSTAIRS	
1 Iron Bedstead	1.00
1 Floor Lamp	.25
1 Small Lamp and Stand	.25
1 Wash Stand	.50
1 Washbowl and pitcher	1.00
1 Swan Tray	.25
1 Knickknack Shelf	.25
1 Set - 3 Picture Frames	.25
1 Bedspread	.25
WEST DOWNSTAIRS	
1 3/4 Iron Bed and Matress	1.50
1 Single Bed and Matress	2.00

SOUTH ROOM (LOWER) Cont't.	
1 Telephone Table	$ 1.50
1 Folding Card Table	1.00
1 Small Lamp	.25
1 Straight Chair	1.00
1 Buffett	1.50
1 Snack Table	.25
1 Rocker	1.00
1 Desk	2.00
1 Set Vases-3 Porcelian-2 Glass	1.25
1 Brass Candlestick & 1 other	.50
1 Pr. Glass Candlesticks and Bowl	.50
1 Wall Plate	.25
1 Pr. Godey Prints, framed	.50
3 Pictures	.25
1 Set-1 dozen each, bone handled knives and forks	1.00
1 Set - 14 Forks	.50
1 Set - 7 Serving Spoons	.25
2 Butter Knives, gravy ladle, etc.	.25
4 Napkin Rings	.25
1 Set Table Linens	1.00
1 Set-6 Cups and Saucers	1.00
1 Set-4 Plates- 3 Soup Bowls	1.00
1 Rug	1.00
KITCHEN	
1 Table and Six chairs	5.00
1 Electric Stove	3.00
1 Metal Stool	.25
2 Small Frying Pans	.25
4 Aluminum Saucepans	.50
1 Lot Aluminum Pans	.50
3 Crockery Bowls	.50
3 Casserole Dishes	.25
1 Orange Squeezer & Glass Dishes	.25
4 Meat Platters	.50
8 Cake Plates	.25
8 Glass Cake Plates	.25

2 Bed Spreads @ 25¢	.50
1 Vanity Dresser and Bench	3.00
1 Rocking Chair	.25
1 Baby Chair	.25
1 Clothes Tree	.25
1 Hassock	.25
1 Bed Stand	.25
1 Radio	.25
1 Bedside Lamp	.50
1 Large Rocker (adjustable)	1.00
2 Porch Chairs (Metal) @50¢	1.00
1 Bible	.25
2 Pictures @25¢	.50
1 Rug	5.00
1 Electric Clock	.25
1 Box Glassware	2.00
PORCH	
1 Glider	5.00
2 Porch Rockers @50¢	1.00
SOUTH ROOM (LOWER)	
1 Oil Space Heater	25.00
1 Stuffed Armchair (Pink)	2.00
1 Stuffed Armchair (Brown)	1.00
1 Platform Rocker	3.00
1 Glass Salad Bowl	.25
7 Dinner Plates	.25
5 Bowls (Soup)	.25
2 Cream Pitchers	.25
1 Gravy Bowl	.25
8 WaterGlasses	.25
3 Glass Bowls	.25
1 Set Odd Glassware	.50
PANTRY	
1 Meat Chopper	.50
1 Meat Chopper	1.00
2 Crocks	.25
1 Glass Pitcher	.25
1 Ironing Board	1.00
2 Aluminum Covered Kettles	2.00
Table, Cabinet & Oil Stove@25¢	.75
Blow Torch and Hand Saw @25¢	.50
1 Coal Stove	.25
1 Scythe and extra Blades	2.00
1 Set Hose	.25
1 Kerosene Burner	.25
1 Garden Cultivator	1.00
1 Push Mower & Biscut Block@25¢	.50
	$120.00

WE, THE SUBSCRIBERS, do certify that the aforegoing is a just and true Inventory and valuation of all and singular the Goods, Chattels and Personal Estate of the said ETHEL M. GRAHAM, 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 6 day of Feb, in the year of our Lord one thousand nine hundred and sixty five

J. REMBERT PHILLIPS (SEAL)
J. Rembert Phillips

JACK KERN (SEAL)
Jack Kern
Appraisers

Amount of Appraisement $120.00

QUEEN ANNE'S COUNTY, to wit:

On this 16th day of March 1965, came J. Ralph Graham, Executor of Ethel M. Graham, deceased, and made oath in due form of law, that the annexed and aforegoing is a true and perfect inventory of the Goods, Chattels and Personal Estate of Ethel M. Graham, deceased, so far as the same has come to his hands and possession at the time of the making thereof; that what has since or shall hereadter come to his hands and possession he will return in an additional inventory, that he knows of no concealment of any part or parcel of said deceased's estate by any person whatever, and that should he hereafter hear of any concealment or suspicion of concealment he will acquaint the Orphans' Court therewith, that it may be inquired into according to law.

Certified by Dorothy E. Conolly Register of Wills

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY:

On this 23rd day of March, 1965, the aforegoing inventory was duly examined and passed by the Court; and the same ordered to be received, filed and recorded.

DOROTHY E. CONNOLLY Register of Wills

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 INVENTORY OF PERSONAL PROPERTY in the estate of ETHEL M. GRAHAM late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on March 23rd, 1965 and recorded in Liber D.E.C. No. 1 Folio 116, etc. in Record Book of INVENTORIES in the Orphans' Court for Queen Anne's County, Maryland.

Orphans'
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 5th day day of August 1965.

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

Filed Aug. 9, 1965

COMPLAINANT'S EXHIBIT E
Filed Aug. 9, 1965

::::::::::::::::::::::::::::::::
#23,719. Q U E E N A N N E ' S C O U N T Y, T O W I T: Be it remembered that on the Seventh day of January, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

One-Two Dollar, One-Fifty Cent and
One-Twenty Five Cent Int. Rev. Stamps.
Endorsed J.C.F. Nov. 30, 1945.

One-Two Dollar and One-Twenty Cent
Recordation Tax Stamps. Endorsed
1-7-46 M.B.

THIS DEED, made this 30 day of November in the year nineteen hundred and forty five between Joel C. Fallowfield, of Prince George County in the State of Maryland, J. Perkins Fallowfield and Mary A. Fallowfield, his wife, of Allegheny County in the State of Pennsylvania, Emma F. Coursey and Fred N. Coursey, her husband of Caroline County in the State of Maryland, parties of the first part and Edward S. Graham and Ethel M. Graham, his wife, of Queen Anne's County in the State of Maryland, parties of the second part,

WITNESSETH: That the parties of the first part, for and in consideration of the sum of Twenty Two Hundred Dollars to them in hand paid by the parties of the second part at or before the delivery of these presents, the receipt of which is hereby acknowledged, do hereby grant and convey unto the parties of the second part, said Edward S. Graham and Ethel M. Graham, his wife, their heirs and assigns forever as tenants by the entireties, the two following described lots or parcels of land, to wit:

PARCEL NUMBER ONE: ALL that lot or parcel of land containing a frame dwelling house called or known as "The Annie Fallowfield Property" situate, lying and being in the village of Barclay in the First Election District of Queen Anne's County in the State of Maryland on the east side of the State Road which leads from the village of Barclay to Sudlersville in the same county, bounded on the west by said State Road, bounded on the north by the dirt orad which leads from Colored Church Property across said State Road to the Railroad of said District and which dirt road divided Parcel Number One of this Deed from Parcel Number Two of this deed and bounded on its remaining sides by the land of Richard Phillips.

BEING the same land described as Parcel Number One in the deed from Joel C. Fallowfield to Annie Fallowfield dated March 3, 1900 and recorded in Liber W.H. C. No. 10, a land record book of Queen Anne's County, at folio 344.

PARCEL NUMBER TWO: ALSO ALL that lot or parcel of land containing a building used or once used as a shop called or known as "The Annie Fallowfielf Shop Property" situate, lying and being in the First Election District of Queen Anne's County in the State of Maryland in the village of Barclay on the east side of the State Road leading from Barclay aforesaid to Sudlersville, bounded on the west by said State Road, bounded on the south by the dirt road mentioned above in the description of Parcel Number One and bounded on the north by the land of Richard Phillips.

BEING the same land described as Parcel Number Two in the deed from Joseph C. Fallowfield to Annie Fallowfield above mentioned.

DERIVATION OF TITLE:

The said Annie Fallowfiled died on the 28th day of March, 1906, seized and possessed of both of the above described parcels of land and without leaving a last will and testament.

The said Annie Fallowfield left surviving her at the time of her death, her husband, Joel C. Fallowfield, who is one of the parties of the first part and two children, the said Perkins Fallowfield and Emma Coursey, who are two of the parties of the first part and all the parties of the first part unite in this deed for the purpose of granting the several estates in said land which they derived from said Annie Fallowfield.

TOGETHER with 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 and premises above described with the appurtenances thereof unto the parties of the second part, their heirs and assigns in fee simple as tenants by the entireties and for no other purpose whatsoever.

AND the said Joel C. Fallowfield, J. Perkins Fallowfield and Emma F. Coursey, jointly and severally covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further and other assurances of said land as may be requisite and/or necessary.

IN TESTIMONY WHEREOF, The parties of the first part have hereunto subscribed their named and affixed their seals the day and year first hereinabove written.

Test as to Joel C. Fallowfield:

EDNA L. COFFIN
Edna L. Coffin

JOEL C. FALLOWFIELD (SEAL)
Joel C. Fallowfield

J. PERKINS FALLOWFIELD (SEAL)
J. Perkins Fallowfield

Test as to J. Perkins Fallowfield and Mary A. Fallowfield:

MARIE A. RODGERS
Marie A. Rodgers

Test as to Emma F. Coursey and Fred N. Coursey:

BEVERLY L. GOLDSBOROUGH
Beverly L. Goldsborough

MARY A. FALLOWFIELD (SEAL)
Mary A. Fallowfield

EMMA F. COURSEY (SEAL)
Emma F. Coursey
MAR
FRED N. COURSEY (SEAL)
Fred N. Coursey

State of Maryland, Prince George County, to wit:

I hereby certify that on this 7th day of December in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland in and for Prince George County aforesaid, personally appeared Joel C. Fallowfield, one of the grantors named in the above deed and he did acknowledge the aforegoing Deed to be his act.

In Witness whereof I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

Notary Public Seal.

EDNA L. COFFIN NOTARY PUBLIC
Edna L. Coffin

State of Pennsylbania, Allegheny County, to wit:

I hereby certify that on this 11th day of December in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Allegheny County aforesaid, personally appearedJ. Perkins Fallowfield and Mary A. fallowfield, his ife, two of the grantors named in the above deed and they 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.

MARIE A. RODGERS NOTARY PUBLIC.
Marie A. Rodgers

MARIE A. RODGERS, NOTARY PUBLIC
MY COMMISSION EXPIRES
MARCH 31, 1947

State of Maryland, Caroline County, to wit:

I HEREBY CERTIFY that on this 19 day of December in the year nineteen hundred and forty five,before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Emma F. Coursey and Fred N. Coursey, her husband, two of the grantors named in the above deed and they 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.

BEVERLY L. GOLDSBOROUGH
Notary Public
Beverly L. Goldsborough

My commission expires May 5-1947

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber A.S.G.Jr. No. 12, folio 516, a Land Record Book for Queen Anne's County.

Circuit Court Seal.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of August in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

COMPLAINANT'S EXHIBIT F
Filed Aug. 9, 1965

A TRUE AND PERFECT INVENTORY of all and singular, the Real Estate of ETHEL M. GRAHAM, late of Queen Anne's County, deceased, appraised by the subscribers, J. Rembert Phillips and Jack Kern, jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraixe, and certificate thereon hereto annexed.

ALL that lot or parcel of land, containing a frame dwelling house, called or known as "The Annie Fallowfield Property", situate, lying and being in the village of Barclay in the First Election District of Queen Anne's County in the State of Maryland on the East side of the State Road which leads from the village of Barclay to Sudlersville in the same county, bounded on the

West by said State Road, bounded on the North by the dirt road which leads from a Colored Church Property across said State Road to the Railroad of said District, and bounded on its remaining sides by the land of Richard Phillips; BEING Parcel No. One in the deed from Joel C. Fallowfield, et al, which was granted and conveyed unto Edward S. Graham and Ethel M. Graham, his wife, as tenants by the entireties, bearing date November 30, 1945, and recorded in Liber A.S.G.,Jr. No. 12, folio 516, etc., a land record book for Queen Anne's County, State of Maryland. The said Edward S. Graham predeceased the said Ethel M. Graham, appraised at and for the sum of $4500

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 Ethel M. Graham, 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 6 day of Feb., in the year of our Lord one thousand nine hundred and sixty five.

J. REMBERT PHILLIPS (SEAL)
J. Rembert Phillips

JACK KERN (SEAL)
Jack Kern
Appraisers

Amount of Appraisement $4,500

QUEEN ANNE'S COUNTY, to wit:

On this 16th day of March, 1965, came J. Ralph Graham, Executor of Ethel M. Graham, deceased, and made oath in due form of law, that the annexed and aforegoing is a true and perfect inventory of all the Real Estate of said deceased, within this State that has come to his knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased, in this State he will return an additional inventory thereof.

Certified by DOROTHY E. CONNOLLY Register of Wills

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY:

On this 23rd day of March, 1965, the aforegoing inventory was duly examined and passed by the Court;and the same ordered to be received, filed and recorded.

DOROTHY E. CONNOLLY Register of Wills

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 INVENTORY OF REAL ESTATE, in the estate of ETHEL M. GRAHAM late of Queen Anne's County, deceased, as filed and passed in this office on March 23rd, 1965 and recorded in Liber E.C.W. No. 1 Folio 345, 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 5th day of August 1965.

Orphans'

Court

Seal

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

Filed Aug. 9, 1965

COMPLAINANT'S EXHIBIT G
Filed Aug. 9, 1965

THIS CONTRACT OF SALE, made this 12th day of July, 1965, by and between J. RALPH GRAHAM and ELIZABETH J. GRAHAM, his wife, of Queen Anne's County, State of Maryland, and HELEN GRAHAM TURNER and ARTHUR L. TURNER, her husband, of Pleasantville, State of New Jersey, hereinafter referred to as Vendors; and ARTHUR V. CANNON and PHYLLIS C. CANNON, his wife, of Sudlersville, State of Maryland, hereinafter referred to as Vendees.

WHEREAS, Ethel M. Graham, late of Queen Anne's County, State of Maryland, departed this life on January 13, 1965, seized and possessed of real estate hereinafter described;

AND WHEREAS the said Ethel M. Graham by her Last Will and Testament dated September 22, 1956 and recorded among the Will Records of Queen Anne's County in Liber E.C.W. No. 2 folio 181, devised the hereinafter described real estate unto her son, J. Ralph Graham, her daughter, Helen Graham Turner and "to the children of her deceased son, J. Frank Graham, living at the time of her death".

AND WHEREAS at the time of her death her son, J. Ralph Graham, and Helen Graham Turner, her daughter, were living, as were Susan Marie Graham and Lawrence Frank Graham, minor children of her deceased son, J. Frank Graham.

AND WHEREAS the said Vendors desire to sell and dispose of

their undivided right, title, interest and estate in and to all that lot and/or parcel or tract of land situate, lying and being in the Town of Barclay and more particularly described as follows:

ALL that lot or parcel of land, containing a frame dwelling house, called or known as "The Annie Fallowfield Property," situate, lying and being in the Village of Barclay in the First Election District of Queen Anne's County in the State of Maryland, on the East side of the State Road which leads from the Village of Barclay to Sudlersville in the same county, bounded on the West by said State Road, bounded on the North by the dirt road which leads from a Colored Church Property across said State Road to the Railroad of said District, and bounded on its remaining sides by the land of Richard Phillips; BEING Parcel No. One in the deed from Joel C. Fallowfield, et. al., which was granted and conveyed unto Edward S. Graham and Ethel M. Graham, his wife, as tenants by the entireties, bearing date November 30, 1945, and recorded in Liber A.S.G. Jr., No. 12 folio 516,etc., a Land Record Book for Queen Anne's County, State of Maryland.

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 including the electric cook stove, oil space heater, electric hot water heater, water pump, and kitchen sink.

NOW THEREFORE, THIS CONTRACT OF SALE WITNESSETH: That the said Vendors do hereby agree to sell unto the Vendees, and the Vendees do agree to purchase from the Vendors, all their undivided right, title, interest and estate in and to the abovedescribed real estate, upon the following terms and conditions, to wit:

1. It is understood and agreed that this Contract of Sale is made upon the condition that the Vendors shall forthwith sign and deligently prosecute in the Circuit Court or Orphans Court for Queen Anne's County an appropriate proceeding, in partition or otherwise, for the purpose of having a trustee appointed to sell and convey unto the Vendees the hereinabove described property, including all the undivided right, title, interest and estates of Susan Marie Graham and Lawrence Frank Graham, minor children of J. Frank Graham, deceased,at and for the price of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00), and of securing the approval, ratification and confirmation by said Court of this sale. Said Vendors do agree to submit to any and all decrees or orders that may hereafter be made by said Circuit or Orphans Court in the premises.

2. The title and interest of said Vendors and said infants in the premises is to be conveyed unto the Vendees by a good and sufficient deed in form usual and customary, conveying fee simple title to said tract of land, free from all liens, mortgages and encumbrances (except property recorded rights of ways); and for such deed and conveyance, Vendees agree to pay the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00), of which sum FOUR HUNDRED FIFTY DOLLARS ($450.00) has been paid upon the execution of this agreement, the receipt whereof is hereby acknowledged, and the balance of FOUR THOUSAND FIFTY DOLLARS ($4,050.00) is to be paid in cash or certified check at the time of final settlement as hereinafter provided. The aforesaid payment or deposit shall be held in escrow in the Sudlersville Bank of Maryland for the benefit of the Vendors and Bendees by J. Wilbur Stafford, Realtors, and B. Hackett Turner, Jr., Attorney. In the event of default of the Vendors herein, said deposit shall be returned by the escrow agent to the Vendees. This contract shall be deemed null and void and all liability of the parties hereto shall cease and terminate. In the event of default hereunder by the Vendees, said money shall be turned over to the Vendors by said escrow agents as damages, but nothing herein contained, in this instance, shall prevent or deny unto the Vendors the right to file suit in specific performance against the Vendees for compliance with this Contract of Sale. Upon settlement hereunder, as provided, said escrow agents shall make available such deposit unto the Vendors or apply the same as directed by order of Court.

3. It is hereby agreed that the costs of preparing the Agreement shall be paid by the Vendors; and costs of title search and deed, including U.S. and State of Maryland revenue stamps, recording, and all other title costs shall be paid by Vendees, but no costs of the Court proceedings shall be paid by the Vendees.

4. Title to the real estate is to be examined by Vendee's attorney, and at Vendee's expense, but if such title is found defective in the opinion of Vendee's attorney and Vendees do not waive the same, this Agreement shall be null and void and neither party shall be liable for damages hereunder, and all earnest money shall be forthwith refunded unto the Vendees.

5. State and County real estate taxes and municipal taxes, water and sewer rents, shall be pro-rated between the parties hereto as of the date of settlement and passage of the aforesaid deed.

If, howefer, Vendees enter into possession of said property prior to ratification of sale and passage of a deed they will be responsible for taxes and insurance cost from that date.

It is understood that the Vendees will do no improvement or make any changes upon property until they have obtained a deed for said property and they assume all usual risks by taking possession prior to their obtaining a deed to this property.

6. The present fire insurance policies on the aforesaid property shall be continued as they now are, until day of settlement, with the proper endorsements made thereon, protecting the Vendors and Vendees as their interest may appear; and with the privilege extended to the Vendees to place whatever additional insurance they may desire on the property at their own expense, but all premiums on all insurance policies on said property and now in existence, shall be apportioned as of the date of settlement, unless the Vendees shall elect to cancel

said policies.

7. Settlement is to be held within thirty (30) days of final ratification of said sale by the Circuit or other Court for Queen Anne's County, in the office of Turner & Turner, 109 Lawyers' Row, Centreville, Maryland, or at such other time and place as may be mutually agreed upon, at which time the Vendees shall receive full possession of the premises.

8. Broker's commission of 6% of the purchase price is to be paid by Vendors to J. Wilbur Stafford, Realtor, Sudlersville, Maryland, upon passage of the deed to said property.

This Contract of Sale is to bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

WITNESS: (as to Vendors)

JAMES B. CLEMENTS	J RALPH GRAHAM (SEAL) J. Ralph Graham
JAMES B. CLEMENTS	ELIZABETH J. GRAHAM (SEAL) Elizabeth J. Graham
JOHN N. SUPER	HELEN GRAHAM TURNER (SEAL) Helen Graham Turner
JOHN N. SUPER	ARTHUR L. TURNER (SEAL) Arthur L. Turner

WITNESS: (as to Vendees)

JAMES B. CLEMENTS	ARTHUR V. CANNON (SEAL) Arthur V. Cannon
JAMES B. CLEMENTS	PHYLLIS C. CANNON (SEAL) Phyllis C. Cannon

Filed Aug. 9, 1965

ORDER OF PUBLICATION
Filed Aug. 9, 1965

J. RALPH GRAHAM, individually, and as Executor of the Estate of Ethel M. Graham, deceased, Sudlersville, Maryland; and ELIZABETH J. GRAHAM, his wife, Sudlersville, Maryland; HELEN GRAHAM TURNER and ARTHUR L. TURNER, her husband, Pleasantville, New Jersey; and ARTHUR V. CANNON and PHYLLIS C. CANNON, his wife, Sudlersville, Maryland; COMPLAINANTS vs. SUSAN MARIE GRAHAM, infant and LAWRENCE FRANK GRAHAM, infant, 2 Bolton Place Bloomfield, New Jersey, RESPONDENTS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4718

ORDER OF PUBLICATION

This is to give notice that on the 9th day of August, 1965, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County, in Equity, by the above named Complainants against the above named Respondents.

The Bill alleges in substance that, Ethel M. Graham, late of Queen Anne's County, died on January 13, 1965, leaving a Last Will and Testament dated September 23, 1956, which was duly admitted to probate by the Register of Wills of Queen Anne's County on January 28, 1965, and recorded in Liber E.C.W. No. 2, folio 181, a Will Record Book in the Orphans' Court of Queen Anne's County.

That said Ethel M. Graham left a small personal estate upon which Letters Testamentary were granted unto J. Ralph Graham, as Executor appointed in said Will.

That an Amended Inventory of Cash, in the amount of $1,324.28 was filed and passed in said estate on August 3, 1965; and that the Inventory of the Personal Estate, in the amount of $120.00, was filed and passed on March 23, 1965.

That the only real estate of which Ethel M. Graham died, seized and possessed, was granted and conveyed unto her, and her husband, Edward S. Graham, by deed dated November 30, 1945, and recorded in land liber, Queen Anne's County, A.S.G., Jr. No. 12, folio 516, wherein said real estate is described, as follows, to wit:

ALL that lot or parcel of land, containing a frame dwelling house, called or known as "The Annie Fallowfield Property", situate, lying and being in the village of Barclay in the First Election District of Queen Anne's County in the State of Maryland, on the East side of the State Road which leads from the village of Barclay to Sudlersville in the same County, bounded on the West by said State Road, bounded on the North by the dirt road which leads from a Colored Church Property across said State Road to the Railroad of said District, and bounded on its remaining sides by the land of Richard Phillips.

That the aforesaid real estate was appraised by Jack Kern and C. Rembert Phillips for the sum of $4,500.00, said appraisal being dated and returned to the Orphans' Court of Queen Anne's County for recording on March 23,1965.

That said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, including the funeral expenses of said decedent, and the costs of administration, but the sum now in his hands will be applied to the payment of said funeral expenses and the said decedent's debts and the costs of administration, so far as the same will extend.

That your Complainants allege that any deficiency in said personal estate ought to be supplied by a sale of all, or so much thereof as may be necessary, of the real estate above mentioned and described.

That the said Ethel M. Graham, being so seized and possessed, died leaving to survive her, the following devisees named in the First Item of her Last Will and Testament, viz: J. Ralph Graham, a son, Helen Graham Turner, a daughter, both adults; Susan Marie Graham and Lawrence Frank Graham, grandchildren, who are minors.

That all parties known to the Complainants to have any interest in said real estate have been made parties to this proceeding, as will more fully appear, as follows, that is to say:

J. Ralph Graham is married to Elizabeth J. Graham
Helen Graham Turner is married to Arthur L. Turner.
Susan Marie Graham, minor, is single.
Lawrence Frank Graham, a minor, is single,
and Arthur V. Cannon and Phyllis C. Cannon, his wife, contract purchasers of real estate.

The relief prayed in said Bill of Complaint is substantially, as follows:

1. That the said real estate, or so much thereof as may be necessary, may be sold for the payment of the debts of Ethel M. Graham, deceased.

2. That the Contract of Sale hereinbefore mentioned by confirmed and ratified by this Honorable Court.

3. That a Trustee be appointed by this Honorable Court to convey said lands unto Arthur V. Cannon and Phyllis C. Cannon, his wife, Vendees, in fee simple, after payment in full of the purchase price, by a good and sufficient deed, free, clear and discharged of and from all right, title, interest or estate of all parties to said Bill of Complaint, or of those claiming by, from or under them or any of them.

4. That the balance of the proceeds, after payment of said debts, if any, may be distributed to the parties entitled according to their respective interests therein.

5. That they may have such other and further relief as the case may require.

WHEREUPON, IT IS ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 9th day of August, 1965, that the Complainants cause a copy of this Order to be inserted in some newspaper published in Queen Anne's County, once a week in each of four (4) successive weeks before the 9th day of September, 1965, giving notice to the Respondents, who are non-residents 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 11th day of October, 1965, 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 Complainants.

CHARLES W. CECIL
Clerk of Court.

Filed Aug. 9, 1965

ADMISSION OF SERVICE OF
ORDER OF PUBLICATION
Filed Aug. 31, 1965

J. RALHP GRAHAM, individually, and as Executor of the Estate of Ethel M. Graham, deceased, Sudlersville, Maryland; and ELIZABETH J. GRAHAM, his wife, Sudlersville, Maryland; HELEN GRAHAM TURNER and ARTHUR L. TURNER, her husband, Pleasantville, New Jersey; and ARTHUR V. CANNON and PHYLLIS C. CANNON, his wife	:	IN THE CIRCUIT COURT QUEEN ANNE'S COUNTY CHANCERY NO. 4718

Sudlersville, Maryland; :
COMPLAINANTS
vs. :

SUSAN MARIE GRAHAM, infant, and :
LAWRENCE FRANK GRAHAM, infant,
2 Bolton Place :
Bloomfield, New Jersey,
RESPONDENTS. :

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned, hereby certified that on the 28th day of August, 1965, a true copy of the Order of Publication,dated August 9, 1965, in the above entitled cause, was received by her at the following place, to wit:

2 Bolton Blace
Bloomfiled, New Jersey

WITNESS:

R B. MARTIN

SUSAN MARIE GRAHAM
Susan Marie Graham

Filed Aug. 31 1965

ADMISSION OF SERVICE OF ORDER OF PUBLICATION
Filed Aug , 31, 1965

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

J. RALPH GRAHAM, individually, and :
as Executor of the Estate of Ethel
M. Graham, deceased, : IN THE
Sudlersville, Maryland; and
ELIZABETH J. GRAHAM, his wife, : CIRCUIT
Sudlersville, Maryland;
HELEN GRAHAM TURNER and : COURT
ARTHUR L. TURNER, her husband,
Pleasantville, New Jersey; : FOR
and
ARTHUR V. CANNON and :
PHYLLIS C. CANNON, his wife, QUEEN ANNE'S COUNTY
Sudlersville, Maryland; :
COMPLAINANTS
vs. : CHANCERY NO. 4718

SUSAN MARIE GRAHAN, infant, and :
LAWRENCE FRANK GRAHAM, infant,
2 Bolton Place :
Bloomfield, New Jersey,
RESPONDENTS. :

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned, hereby certified that on the 28th day of August, 1965, a true copy of the Order of Publication, dated August 9, 1965, in the above entitled cause, was received by her at the following place, to wit:

2 Bolton Place
Bloomfield, New Jersey

WITNESS:

R B. MARTIN

MILDRED A. GRAHAM, Mother and
Guardian of Susan Marie Graham

Filed Aug. 31 ,1965

ADMISSION OF SERVICE OF ORDER OF PUBLICATION
Filed Aug. 31, 1965

J. RALPH GRAHAM, individually, and : IN THE
as Executor of the Estate of
Ethel M. Graham, deceased, : CIRCUIT
Sudlersville, Maryland; and
ELIZABETH J. GRAHAM, his wife, : COURT
Sudlersville, Maryland;
HELEN GRAHAM TURNER and : FOR
ARTHUR L. TURNER, her husband,
Pleasantville, New Jersey; : QUEEN ANNE'S COUNTY
and
ARTHUR V. CANNON and :
PHYLLIS C. CANNON, his wife, CHANCERY NO. 4718
Sudlersville, Maryland; :
COMPLAINANTS
vs. :

SUSAN MARIE GRAHAM, infant, and :
LAWRENCE FRANK GRAHAM, infant,
2 Bolton Place :

Bloomfield, New Jersey, :
RESPONDENTS.
:

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned, hereby certified that on the 28th day of August, 1965, a true copy of the Order of Publication, dated August 9, 1965, in the above entitled cause, was received by him at the following place, to wit:

2 Bolton Place
Bloomfield, New Jersey

WITNESS:

R B MARTIN

LAWRENCE FRANK GRAHAM
Lawrence Frank Graham

Filed Aug. 31, 1965

ADMISSION OF SERVICE OF ORDER OF PUBLICATION
Filed Aug. 31, 1965

J. RALPH GRAHAM, individually, and as Executor of the Estate of Ethel M. Graham, deceased, Sudlersville, Maryland; and ELIZABETH J. GRAHAM, his wife, Sudlersville, Maryland; HELEN GRAHAM TURNER and ARTHUR L. TURNER, her husband, Pleasantville, New Jersey; and ARTHUR V. CANNON and PHYLLIS C. CANNON, his wife, Sudlersville, Maryland; COMPLAINANTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	CHANCERY NO. 4718
SUSAN MARIE GRAHAM, infant, and LAWRENCE FRANK GRAHAM, infant, 2 Bolton Place Bloomfield, New Jersey RESPONDENTS.	:	

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned, hereby certified that on the 28th day of August, 1965, a true copy of the Order of Publication, dated August 9, 1965, in the above entitled cause, was received by her at the following place, to wit:

2 Bolton Place
Bloomfield, New Jersey

WITNESSL

R B MARTIN

MILDRED A. GRAHAM
Mildred A. Graham, Mother and Guardian of Lawrence Frank Graham

Filed Aug. 31, 1965

PETITION FOR THE APPOINTMENT
OF SPECIAL EXAMINER
Filed Nov. 2, 1965

J. RALPH GRAHAM, ET AL. COMPLAINANTS	:	IN THE CIRCUIT COURT
vs.	:	FOR
SUSAN MARIE GRAHAM, INFANT, ET AL. DEFENDANTS.	:	QUEEN ANNE'S COUNTY IN EQUITY No. 4718

PETITION FOR THE APPOINTMENT OF SPECIAL EXAMINER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Ralph Graham, one of the Complainants in the above entitled cause, by B. Hackett Turner, Jr., their Solicitor, respectfully represents:

1. That the Complainants desire to take testimony in support of the allegations contained in their Bill of Complaint for the sale of real estate.

2. That B. Hackett Turner, Jr., one of the two Court's standing examiners, represents the Complainants, and Vachel A. Downes, Jr., the other is ill and out of his office, therefore, in this instance it is necessary to have a Special Examiner appointed to take testimony.

YOUR PETITIONER, THEREFORE, prays this Honorable Court to pass an Order appointing Robert R. Price, Jr., Esquire, Special Examiner, in the above entitled cause.

AND, AS IN DUTY BOUND, ETC.

B. HACKETT TURNER, JR.
B. Hackett Turner, Jr.
Solicitor for Complainants

Filed Nov. 2, 1965

PETITION FOR GUARDIAN AD LITEM Filed Nov. 3, 1965	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
J. RALPH GRAHAM, ET AL, COMPLAINANTS	:	CHANCERY NO.
vs.	:	
SUSAN MARIE GRAHAN, infant, and LAWRENCE FRANK GRAHAM, infant, 2 Bolton Place Bloomfield, New Jersey, DEFENDANTS.	: : :	

: : : : : :

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Ralph Graham, Executor of the estate of Ethel M. Graham, by B. Hackett Turner, Jr., his attorney, respectfully represents:

1. That Susan Marie Graham and Lawrence Frank Graham, defendants in the above entitled cause, having been duly notified by Order of Publication to appear to the Bill of Complaint, 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 pass an order appointing some suitable person within the jurisdiction of this Gourt as Guardian Ad Litem for Susan Marie Graham and Lawrence Frank Graham, infants, with instructions to said Guardian Ad Litem to answer and defend the said sutt for said infants.

AND,AS IN DUTY BOUND, ETC.

B. HACKETT TURNER
B. Hackett Turner, Jr.
Solicitor for Complainants
109 Lawyers Row
Centreville, Maryland
Relephone: 758-1795

Filed Nov. 3, 1965

ORDER OF COURT
Filed Nov. 3, 1965

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED this 3rd day of November, 1965, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that Virginia S. White of Queen Anne's County, State of Maryland, be, and she is hereby appointed Guardian Ad Litem of Susan Marie Graham and Lawrence Frank Graham, infants, with instructions to her to answer and defend the suit instituted against said infants by the Bill of Complaint filed in this cause.

THOS J. KEATING JR.
JUDGE

Filed Nov. 3, 1965

ANSWER
Filed Nov. 3, 1965

J. RALPH GRAHAN, ET AL. COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY CHANCERY NO. 4718
SUSAN MARIE GRAHAM, infant, and LAWRENCE FRANK GRAHAM, infant, 2 Bolton Place Bloomfield, New Jersey, DEFENDANTS.	: : :	

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Susan Marie Graham and Lawrence Frank Graham, infants, under the age of twenty-one years, by Virginia S. White, their Guar-

dian Ad Litem, to the Bill of Complaint exhibited against them in said cause, says:

That these Defendants neither admit nor deny any of the matters or thins alleged in the Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

Respectfully submitted:

VIRGINIA S. WHITE
Virginia S. White, Guardian Ad Litem

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

I HEREBY CERTIFY, that on this 3rd day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared VIRGINIA S. WHITE, the above named Guardian Ad Litem for Susan Marie Graham and Lawrence Frank Graham, Infants, and made oath in due form of law that the matters and things stated in the aforegoing Answer are true to the best of her knowledge, information and belief,

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

RUTH A. HASTINGS
Notary Public
My commission expires July 1, 1967

I HEREBY CERTIFY, that a copy of the aforegoing Answer was served on B. Hackett Turner, Jr., Solicitor for the Complainants, by leaving a copy of the same at his law office at 109 Lawyers Row, Centreville, Maryland, this 3rd day of November, 1965.

VIRGINIA S. WHITE
Virginia S. White, Guardian Ad Litem

Filed Nov. 3, 1965

ORDER OF COURT
Filed Nov. 3, 1965

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED this 3rd day of November, 1965, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court that Robert R. Price, Jr., Esquire, be, and he is hereby appointed Special Examiner in the case of J. Ralph Graham, et al, vs. Susan Marie Graham, et al, for the purpose of taking testimony in support of the allegations contained in the Bill of Complainant filed in said cause.

THOS J. KEATING JR.
JUDGE

Filed: Nov. 3, 1965

TESTIMONY
Filed Dec. 10, 1965

J. RALPH GRAHAM, ET AL., IN THE CIRCUIT COURT FOR

vs, QUEEN ANNE'S COUNTY

SUSAN MARIE GRAHAM, et al., IN EQUITY No. 4718

The undersigned, a Special Examiner of this Court for the above entitled cause, after being appointed by Order of this Court of November 3, 1965, and after duly qualified in such Special Examiner, at the request of B. Hackett Turner, Jr., Solicitor for the Complainants, did, at the office of B. Hackett Turner, Jr., 109 Lawyers Row, Centreville, Maryland, on Thursday, November 18, 1965, at 8:00 o'clock p.m., after swearing the witnesses and the stenographer, proceed 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 irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings.

ROBERT R. PRICE, JR.
Robert R. Price, Jr.
Special Examiner

Filed Dec. 10, 1965

The first witness being presented on behalf of the Complainants, having been duly sworn did depose and say.

Questions by Mr. Turner:

Q. State your name, age and address.

A. James B. Clements, 41 years old, Sudlersville, Maryland.

Q. What is your business?

A. Real estate salesman.

Q. What length of time have you been in that business in Queen Anne's County?

A. Four years.

Q. Are you familiar with the property values in the Sudlersville area?

A. I am.

Q. Are you familiar with the property of the late Ethel M. Graham?

A. Yes, I am.

Q. Where is the property located?

A. It is located in the settlement of Barclay on Route 313, across from the A & C Candy Company.

Q. Please describe it somewhat as to its size, composition and so forth?

A. The dwelling is a frame, two-story dwelling with living room dining room, kitchen and bath on the first floor and three bedrooms on the second floor. The condition of the interior of the building is generally poor needing re-decoration throughout. The kitchen has very little in it other than a sink and a cabinet and the bathroom is small and of quite some age. There is a separate building on the property which is a frame garage with a barn loft. The house is heated by space heater stoves. It has no central heat.

Q. What is the size of the lot, if you know?

A. The lot sixe is approximately one-quarter of an acre.

Q. Have you hand any occasion to examine the property Mr. Clement, of the late Ethel M. Graham for the purpose of appraising it.

A. Yes, I have. I was approached by Mr. Graham to sell the property, at which time, I looked over it very carefully and advised him what I felt the value of it was.

Q. When did you do that appraisal?

A. That particular appraisal was January, 1965, and then I appraised it later around July. I was on the property on both occasions and on numerous occasions showing it to prospects.

Q. Having examined the property, have you formed an opinion as to what you consider its fair market value to be?

A. I have.

Q. What would that figure be?

A. I consider the property was worth $4,500.00 when Mrs. Graham died and I consider that to be its worth today as property in Barclay and other small towns has very little value especially as it is not in good repair and has no central heat.

Q. Do you believe it would be advantageous for the persons now owning the property to sell it for $4,500.00? If so, state your reason?

A: I definitely do, because this type of property is going to take nothing but care and expense for the owners and for them to realize the most out of it, I beliefe, it would be, and since taxes and insutance are increasing on the house, it would be to their advantage to sell it now.

Q: Mr. Clement, Mr. J. Ralph Graham, the Executor of Ethel M. Graham, has entered into a contract to sell this property which you say is worth $4,500.00. Do you consider this is a fair and reasonable price for the property?

A. I do.

Q: And you do feel it would be to their interest and advantage to sell it for that particular price?

A. I certainly do.

Q: Did you habe other offers from prospects on this building?

A: Yes, I did, I had some offers, three or four, and the last offer was $4,500.00, which we accepted and entered into a contract to sell dated July 12, 1965, by which the Graham heirs contracted to sell the property to Arthur V. and Phyllis C. Cannon.

The second witness being produced on behalf of the Complainants, having been duly sworn, did depose and say.

<u>Questions by Mr. Turner</u>:

Q: State your name, age and address.

A: W. Rembert Phillips, 75 years old, I live in Barclay.

Q: Are you familiar with the property of the late Ethel M. Graham?

A: Yes, I am.

Q: Would you describe this property as to its size and so forth?

A: The rooms it contains are kitchen, living room, dining room and bath on the first floor and three rooms upstairs, second floor. It has a front porch and it is a frame building.

Q: In what condition was this property when Mrs. Graham died and what is the condition today?

A: I am sure it was in the same condition when she died. I would say just as good when she died as when they sold it.

Q: What was that condition?

A: It was fair. It wasn't a fancy house. It needed a lot done. The paint on the outside was good. As far as I know the structure and the roof was good. The porch was not in good shape. The porch floor was bad. It has no central heat, just stove, but it does have a bath. It has no cellar. It stands on a lot approximately one-quarter of an acre. There is a garage on the back of the property and an out house.

Q: Mr. Phillips, have you hand any experience in valuing and appraising property in Queen Anne's County?

A: Yes, I have.

Q: You have acted for the county in many instances in appraising properties?

A: Yes.

Q: And you were also the appraiser for the Orphans' Court on this property?

A: Yes. I have appraised several properties around in the Barclay area for many year.

Q: Have you been on this property of Mrs. Graham's on many occasions?

A: Yes.

Q: Both before and after she died?

A: Yes.

Q: Inside and outside?

A: Yes.

Q: And you are thoroughly familiar with it?

A: I am.

Q: Can you tell us when you did the appraisal of this property?

A: Back in March of 1965 and I have also been on the property recently for the purpose of examining it.

Q: Mr. Phillips, having examined the property have you formed an opinion as to what it was worth at the time she died and its value as of today?

A: Yes. We appraised the property for the estate of Mrs. Graham for $4,500.00 and I feel that is still the fair market value today. It is not worth any more today than it was then.

Q: Do you believe it would be advantageous for the persons who own this property to sell it for $4,500.00? If so, state your reasons.

A: Yes, if they want to sell it, that would be the best price. The property does need a lot done to it and if they could only rent it, it would be advantageous to sell it.

Q: Mr. Phillips, the Graham heirs have entered into a contract to sell this property which you say the fair market value is $4,500.00. Do you consider that fair and reasonable price for the property?

A: Yes, I do. I understand that others were looking at the property and that was the best price for the property.

The last witness on behalf of the Complainants, having been duly sworn, did depose and say:

<u>Questions by the Examiner</u>:

Q: Please give your full name, age, address and occupation.

A: J. Ralph Graham, 64, Sudlersville, Maryland, teacher.

Q: Is there any other pending litigation between you and any of the other parties of this cause?

A: No.

<u>Questions by Mr. Turner</u>:

Q: Mr. Graham, you are the executor of your late mother, Ethel M. Graham?

A: Yes.

Mr. Turner: I would like to introduce and have marked Examiner's Exhibit A the photostatic copy of the last will and testament of Ethel M. Graham.

Mr. Turner: I would like to introduce and have marked Examiner's Exhibit B a Certificate of Letter Testamentary of the Estate of Ethel M. Graham from the Register of Wills of Queen Anne's County.

Q: When did your mother, Ethel M. Graham, die?

A: January 13, 1965.

Q: Did Mrs. Graham own any real estate shen she died?

A: She did.

Q: Would you please state where it is and describe it?

A: It is in Barclay on Route 313 on the southeast corner opposite the A & C Candy Company building. The house has three rooms and a bath downstairs, three bedrooms upstairs and a large porch in the front. It has a garage in the back approximately 18 x 26, situate on a lot approximately one quarter of any acre.

Q: In what condition of repair was the house at the time of her death?

A: I would say fair except for the porch which needed both floor and roof and some screening. The house needed refinishing both floors and walls inside. It would have been quite costly to put the house in first class condition. I feel it would not be advantageous to try to have rented it. It would be much better in view of the condition of the house and its ownership to sell it.

Q: How did your mother, Mrs. Ethel M. Graham, become the owner of this property, Mr. Graham?

A: My father purchased this property from Joel C. Fallfield et al. in November of 1945 and put the property in the names of Mr. and Mrs. Graham as tenants by the entireties and he predeceased my mother, having died in 1952 and she then became the owner in fee simple of this property.

Mr. Turner: I would like to introduce and have marked Examiner's Exhibit C the deed from Joel C. Fallfield et al. to Edward S. Graham and Ethel M Graham, said deed being dated November 30, 1945 and recorded in Liber A.S.G. Jr. No. 12, folio 516.

Q: Did Mrs. Graham own any personal property at the time of death?

A: A small amount of household property and effects.

Q: Was the personal property sufficient to pay all of her debts at the time of her death, her funeral expenses and the costs of administration of this estate?

A: No, it was not.

Mr. Turner: I would like to introduce at this point an inventory of the personal property of Ethel M. Graham filed November 23, 1965, and have it marked Examiner's Exhibit D.

Mr. Turner: I would like to introduce the amended inventory of cash filed August 3, 1965, and have it marked Examiner's Exhibit E.

Mr. Turner; I would like to introduce the inventory of real estate filed in this cause in the Orphans' Court for Queen Anne's County on March 16, 1965, and have it marked Examiner's Exhibit F.

Mr. Turner: I would like to introduce at this point and have it marked Examiner's Exhibit G a certificate from the Register of Wills of Queen Anne's County showing the claims filed against the decedent, Ethel M. Graham.

Q: Mr. Graham, have you entered into a contract to sell the real estate of Ethel M. Graham?

A: Yes. We entered into a contract to sell this property on July 12, 1965, to Arthur S. and Phyllis C. Cannon, pursuant to the order of Court.

Mr. Turner: I would like to introduce and have marked as Examiner's Exhibit H a copy of the execured contract for the sale of the real estate of Ethel M. Graham.

Q: Mr. Graham, do you feel that the price you have contracted to sell this property for is adequate and proper in this instance?

A: I do.

Q: Did you have any other offers for this property? If so, what were they?

A: I made numerous attempts personally to sell this property myself and the highest offer I got was $3,000.00. I then talked to Mr. Clement and put it into his hands. I felt he could get more money than I could. Mr. Cannon offered to buy it for $4,500.00 and we entered into a contract to sell it for that price.

Q: Mr. Graham, will you please state who were the heirs of your mother at the time of her death?

A: J. Ralph Graham, son; Helen G. Turner, daughter; Susan and Lawrence Graham, minor children of my deceased brother, J. Frank Graham, I am married to Eliz-

abeth Graham and my sister is married to Arthur L. Turner. My brother's widow is Mildred A. Graham. All of the heirs at law of my mother are adults except Susan Marie and Lawrence Frank Graham, minor children of my deceased brother, J. Frank Graham.

Q: Where do your minor nephew and neice live?

A: 2 Bolton Place, Bloomfield, New Jersey. They live with their mother at that address and are in school.

Q: Who is their legal guardian?

A: Their mother, Mildred A. Graham, of the same address.

Q: The purpose of this sale is to dispoce of the real estate to pay the debts and to settle the estate. Is that not correct?

A: It is correct.

Q: And you feel the price you have contracted to sell this property for is proper for all concerned?

A: I do.

Q: Why has it become necessary to sell this real estate?

A: The inventory of personal property in this estate show articles appraised at $120.00 that were sold at private sale for $160.00. The amended inventory of cash shows $1,324.28 in the estate. This is against claims in the estate of $1,981.74 and this amount does not include costs of administering the estate. The personal property was not sufficient to pay all of her debts at the time of her death. Also there are two minor children who have an interest in this property.

Mr. Turner: Plaintiff's Exhibits A through G filed with the Bill of Complaint were refiled as Examiner's Exhibits A through H. Examiner's Exhibit G was introduced at the time of the taking of the depositions and is filed herewith.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses.

Costs, as follows, to wit:

Robert R. Price, Jr., Special Examiner --- $10.00

Betty M. Comegys, Stenographer---------- $10.00

And I do further certify that said testimony was commenced at 8:00 o'clock p.m. and was completed at 9:00 o'clock p.m., or a period of one hour.

ROBERT R. PRICE JR.
Special Examiner

Filed Dec. 10, 1965

For Examiner's Exhibit A, see Complainant's Exhibit A; For Examiner's Exhibit B, see Complainant's Exhibit B; For Examiner's Exhibit C, see Complainant's Exhibit E; For Examiner's Exhibit D, see Complainant's Exhibit D; For Examiner's Exhibit E, see Complainant's Exhibit C; For Examiner's Exhibit F, see Complainant's Exhibit F.

-------- OFFICE OF --------

Dorothy E. Connolly
Register of Wills

THE REGISTER OF WILLS
FOR QUEEN ANNE'S COUNTY
Centreville, Maryland

Gordon L. Shawn, Chief Judge

Benjamin L. Goppage)
William Albert Roe) Associates

TO WHOM IT MAY CONCERN:

I, Dorothy E. Connolly, Register of Wills of Queen Anne's County, State of Maryland, ex-officio Clerk of the Orphans' Court of said County and as such, the keeper of the records of said Court, DO HEREBY CERTIFY:

Letters Testamentary on the estate of ETHEL M. GRAHAM, late of Queen Anne's County, deceased, were granted unto J. Ralph Graham, executor named under the Will of said decedent, on February 2, 1965;

The three (3) months in which Inventories are to be filed have expired. Inventory of Personal Property in the amount of $120.00 was filed and passed on March 23, 1965; Inventory of Real Estate in the amount of $4,500.00 was filed and passed on March 23, 1965 and Amended Inventory of Cash in the amount of $1,324.28 was filed and passed on August 3, 1965;

The following claims have been filed against the decedent, passed by the Court and entered on the Claims Docket:

Sudlersville Bank of Maryland-Note-Int. from 1/4/65	$ 700.00
J. Noble Hardesty & Co., Inc.	3.00
Edward Fellows - Funeral Expenses	716.65
Bert Phillips	500.00
Kirby Memorial, Inc.	12.50
J. Ralph Graham	49.59

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Queen Anne's County, the same bing the Seal of my said office, this 28th day of October, 1965:

ORPHANS'
COURT
SEAL

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County, Maryland

"Ex, Ex. G"
Filed Dec. 10, 1965
For Examiner's Exhibit H, see Complainant's Exhibit G

DECREE
Filed Dec. 22, 1965

J. RALPH GRAHAM, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
SUSAN MARIE GRAHAM, INFANT, ET AL., DEFENDANTS.	:	IN EQUITY
	:	CHANCERY NO. 4718

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to the Court that Ethel M. Graham died leaving real estate in possession but not leaving personal estate sufficient to pay her debts and costs of administration; IT IS THEREUPON, on this 22nd day of Dec, 1965, 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 will be sold to pay the debts of Ethel M. Graham, now deceased.

That B. Hackett Turner, Jr., be and he is hereby appointed Trustee to make sale of the real estate described in the Contract of Sale filed herein, marked "Complainants' Exhibit G", and "Examiner's Exhibit H", upon the terms and conditions set forth in said Contract of Sale.

That said Trustee shall comply with Marland Rules BR 6 and BR b. 3.

That the said Trustee, before he shall proceed to act as such, shall file with the Clerk of the Court a bond to the State of Maryland, in the penalty of Four Thousand Five Hundred Dollars with corporate surety to be approved by said Clerk.

That as soon as practicable after said sale and in no event more than thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such sale in the form required by the Maryland Rules.

That upon final ratification of said sale by this Court and after the passage of the usual Order Nisi thereon and upon payment of the whole purchase price, and not before, said Trustee shall by a good and sufficient deed to be by him executed and acknowledged agreeably to law, convey to the 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 the said trustee shall bring into this Court all the money arising from said sale to be disposed of under the direction of this Court, after deducting from said purchase money to be paid to him as aforesaid, the costs of this cause 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.

THOS J KEATING JR
JUDGE

Filed: Dec. 22, 1965

CERTIFIED COPY OF BOND
Filed Dec. 23, 1965

RECEIVED FOR RECORD Dec. 23, 1965

LIBER 1 PAGE 124

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

KNOW ALL MEN BY THESE PRESENTS, that we, B. HACKETT TURNER, JR., of Centreville, Queen Anne's County, Maryland, as Principal; and THE UNITED STATES FIDELITY & GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Five Hundred Dollars ($4500.00) current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly

and severally, firmly by these presents, sealed with our seals, and dated this 23rd day of December 1965.

WHEREAS, the above bounden, B. Hackett Turner, Jr., 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 J. Ralph Graham, et al, vs. Susan Marie Graham, Infant, et al, being Chancery Cause No. 4718 now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden B. Hackett Turner, Jr., 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.

Signed, sealed and delivered
in the presence of:

VIRGINIA S. WHITE

B. HACKETT TURNER, JR. (SEAL)
B. Hackett Turner, Jr.

ATTEST:

VIRGINIA S. WHITE

UNITED STATES FIDELITY AND
GUARANTY COMPANY

BY B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Its Attorney-in-Fact

Corporate
Seal

Security approved and Bond filed
Dec. 23, 1965

Charles W. Cecil, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 124, a Bond Record Book for Queen Anne's County.

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

Circuit
Court
Seal

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Dec. 27, 1965

J. RALPH GRAHAM, ET AL. COMPLAINANTS	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
SUSAN MARIE GRAHAM, Infant, et al, DEFENDANTS.	:	CHANCERY NO. 4718

REPORT OF SALE

TO THE HONORABLE, THE JUDTES OF SAID COURT:

The Report of Sale of the real estate in this cause by B. Hackett Turner, Jr., Trustee, respectfully represents unto your Honors:

That pursuant to a Decree of this Honorable Court passed on the 22nd day of December, 1965, your Trustee did file in this cause a bond with corporate surety thereon in the penalty of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) approved by the Clerk of this Court and conditioned on the faithful performance of the duties reposed in him by said Decree, and your Trustee does now report that the real estate described in these proceedings consisting of a lot of land, with improvements thereon, located in the town or village of Barclay, First Election District of Queen Anne's County, State of Maryland, as more fully described in the Bill of Complaint filed herein, was sold at private sale unto Arthur V. Cannon and Phyllis C. Cannon, his wife, in accordance with the terms and conditions of a written Contract of Sale heretofore filed in this cause with the Bill of Complainant and marked "Complainants' Exhibit G", at and for the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00).

Your Trustee further reports that said purchasers have paid unto your Trustee the initial deposit of FOUR HUNDRED FIFTY DOLLARS ($450.00), and be believes said purchasers will, upon final ratification of this sale as provided by the terms of said Contract, pay the balance of purchase price therein set forth unto your Trustee, being the sum of FOUR THOUSAND FIFTY DOLLARS ($4,050.00, and your Trustee makes this report in order to procure ratification of the sale as provided by the tersm of said Contract and as directed by the aforesaid Decree of this Honorable Court.

The Report of Sale states the amount of the sale to be FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00).

Respectfully submitted,

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

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

This is to certify that on this 27th day of December, 1965, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared B. HACKETT TURNER, JR., Trustee, 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 sale was fairly made.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County, in Equity.

Filed Dec. 27, 1965

ORDER NISI ON SALE
Filed Dec. 27, 1965

ORDER NISI ON SALE

J. Ralph Graham, et al., Complainants vs. Susan Marie Graham, Infant, et al. Defendants	In the Circuit Court for Queen Anne's County In Equity Cause No. 4718

ORDERED, this 27th. day of December, 1965, that the sale of the real property, made and reported in this cause by B. Hackett Turner, Jr., Trustee, be ratified and confirmed, on or after the 27th. day of January, 1966, 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 20th. day of January, 1966.

The report states the amount of sales to be $4,500.00.

CHARLES W. CECIL Clerk

Filed December 27, 1965

AFFIDAVIT
Filed Dec. 31, 1965

J. RALPH GRAHAM, ET AL. COMPLAINANTS. vs. SUSAN MARIE GRAHAM, Infant, ET AL, DEFENDANTS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4718

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 29th day of December, 1965, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Arthur V. Cannon and Phyllis C. Cannon, his wife, being the purchasers named in the Decree of the Circuit Court for Queen Anne's County dated the 22nd day of December, 1965 (Chancery No. 4718), and made oath in due form of law as follows:

(a) That said purchasers are not acting in said purchase as agent for any person, firm or corporation;

(b) That said purchasers are the sole principal purchasers involved in said sale;

(c) And tht said purchasers have not directly or indirectly discouraged anyone from bidding for the property involved in said sale.

WITNESS my hand and notarial seal.

Notary
Public
Seal.

JOHN E. GEORGE
Notary Public
My commission expires July 1, 1967.

Filed Dec. 31, 1965

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Feb. 21, 1966

ORDER NISI ON SALE

J. Ralph Grahan,et al.,
Complainants
vs.
Susan Marie Graham, Infant,et al.
Defendants

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

Cause No. 4718

ORDERED, this 27th day of December, 1965, that the sale of the real property, made and reported in this cause by B. Hackett Turner, Jr., Trustee, be ratified and confirmed, on or after the 27th day of January, 1966, 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 Coumty, Maryland, once in each of three successive weeks before the 20th day of January, 1966.

The report states the amount of sales to be $4,500.00.

CHARLES W. CECIL, Clerk

Filed: December 27, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD*OBSERVER
Centreville, Md. 2/21. 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI CAUSE # 4718 in the case J. RALPH GRAHAM VS SUSAN MARIE GRAHAM a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 20 day of Jan, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of Dec 1965, and the last insertion on the 13 day of Jan. 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Feb. 21, 1966

FINAL ORDER OF RATIFICATION
Filed Feb. 24, 1966

J. RALPH GRAHAM, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
SUSAN MARIE GRAHAM, INFANT, ET AL, DEFENDANTS.	:	CHANCERY CAUSE NO. 4718
	:	

FINAL ORDER OF RATIFICATION

ORDERED, this 24th day of February, 1966, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this case by B. Hackett Turner, Jr., Trustee herein, 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 said Trustee is allowed the usual commissions and such proper expenses, not personal, as he produces vouchers for to the auditor.

THOS J KEATING JR.
JUDGE

Filed: Feb. 24, 1966

REPORT OF AUDITOR
Filed Mar. 3, 1966

J. RALPH GRAHAM, et al. Complainants	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
	IN EQUITY
SUSAN MARIE GRAHAM, Infant, et al., Defendants	No. 4718

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 on the request of B. Hackett Turner, Jr., Trustee under Order of this Court of December 22, 1965, to make the sale of real estate sold in these proceedings.

2. That in the within account, said Trustee is charged with the total proceeds of said sale as therein set forth and allowed thereafter his commissions for making said sale, the court costs, the premium on the corporate bond filed in this cause, the real estate broker's commissions, costs of publishing Order Nisi of Sale, the fee of your Auditor for stating this account, and the balance was thereafter directed to be distributed to J. Ralph Graham, Executor of the Last Will and Testament of Ethel M. Graham, deceased, because it appears that administration has been granted on said decedent's estate and a large protion of these funds will be needed to pay debts and claims filed therein.

Respectfully submitted,

J THOMAS CLARK
Auditor

March 3, 1966

Cause No. 4718

The proceeds of the sale of real estate reported in this cause, in account with B. Hackett Turner, Jr,, Trustee appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendor of said land)

Cr.

1966 Feb. 24	By proceeds of the sale of land, per report of sale of said vendor, to wit:----------	$4,500.00
	By amount paid seller on adjustment of taxes----------	50.35
	By total proceeds to be account for ----------	$4,550.35

Dr.

To B. Hackett Turner, Jr., Trustee (and Vendor), his commissions for making said sale, per order to wit:----------		$375.00	
To do., for an amount due the Clerk of the Circuit Court for Queen Anne's County for court costs, per statement exhibited, to wit:			
1-Costs of Chas. W. Cecil, Clerk---	$72.00		
2-Costs of Dorothy E. Connolly, Register of Wills----------	21.25		
3-Costs of Robert R. Price, Jr., Special Examiner----------	10.00		
4-Costs of Betty M. Comegys, Stenographer----------	10.00		
5-Fee of Virginia White, Guardian Ad Litem----------	4.50		
6-Appearance fee of B. Hackett Turner, Jr., Attorney ----------	10.00	127.75	
To do., for an amount paid Charles W. Cecil, Clerk, as a partial payment on court costs in this cause, per receipt exhibited, to wit:----------		15.00	
To do., for an amount due United States Fidelity and Guaranty Company, for the costs of the Trustee's bond filed in this cause, per statement exhibited, to wit:----------		18.00	
To do., for an amount paid J. Wilbur Stafford, Real Estate Broker, for his commissions for procuring said sale in accordance with the Contract of sale filed in this cause, per receipt exhibited, to wit:----------		270.00	
To do., for an amount paid Queen Anne's Record-Observer, for publishing the Order Nisi of Sale passed in this cause, per receipt exhibited, to wit:----------		14.00	
To Jo Thomas Clark, Auditor, for stating this account, the sum of ----------		60.00	
To J. Ralph Graham, Executor of the Last Will and Testament of Ethel M. Graham, the balance or the sum of ----------		3,670.00	
		$4,550.35	$4,550.35

March 3, 1966

J THOMAS CLARK
Auditor

Filed Mar. 3, 1966

CERTIFICATE OF NOTICES MAILED
Filed March 3, 1966

J. RALPH GRAHAM, et al.
Complainants

vs.

SUSAN MARIE GRAHAM, Infant
et al.,
Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4718

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Auditor hereby certifies that on March 3, 1966, the date the audit was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

J. Ralph Graham and
Elizabeth J. Graham, his wife
Sudlersville, Maryland

Lawrence Frank Graham
2 Bolton Place
Bloomfield, New Jersey

Helen Graham Turner and
Arthur L. Turner her husband
Pleasantville, New Jersey

B. Hackett Turner, Jr.
109 Lawyers Row
Centreville, Maryland

Arthur V. Cannon and
Phyllis C. Cannon, his wife
Sudlersville, Maryland

Virginia S. White
Centreville, Maryland

Susan Marie Graham
2 Bolton Place
Bloomfield, New Jersey

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on March 3, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than March 18, 1966, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on or after March 21, 1966.

J THOMAS CLARK
Auditor

Filed Mar. 3, 1966

NISI RATIFICATION OF AUDIT
Filed March 3, 1966

J. Ralph Grahan, et al,
Complainants

vs.

Susan Marie Graham, Infant et al
Defendants

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4718

ORDERED, this 3rd day of March 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 21st day of March, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed March 3, 1966

FINAL RATIFICATION OF AUDIT
Filed March 22, 1966

J. Ralph Grahan, et al,
Complainants

vs.

Susan Marie Graham, Infant et al.,
Defendants

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4718

FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd. day of March, 1966, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and B. Hackett Turner, Jr., Trustee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County.

Filed Mar. 22, 1966

PETITION
Filed May 23, 1966

J. RALPH GRAHAM, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
SUSAN MARIE GRAHAM, INFANT, ET AL, DEFENDANTS.	:	CHANCERY CAUSE No. 4718

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of B. Hackett Turner, Jr., Trustee, respectfully represents unto your Honor:

1. That your Petitioner was appointed Trustee, on December 22, 1965, in this cause to sell the real estate described therein.

2. That on August 9, 1965, suit was filed by your Petitioner on behald of J. Ralph Graham, individually, and as Executor under the Will of Ethel M. Graham, deceased, et al, for sale of the real estate for payment of debts of the decedent; that the said property was sold, the final Order fatifying said sale was passed on February 24, 1966, the Report and Account of the Auditor was filed on March 3, 1966, and the Final Ratification of the Audit was filed on March 22,1966.

3. That the audit, as stated, provided that the balance of the proceeds of the sale of said real estate be distributed to J. Ralph Graham, as Executor of the Last Will and Testament of Ethel M. Graham, that your Petitioner is of the opinion that the audit shaould direct the distribution of the net proceeds, per the terms of the Will of Ethel M. Graham, unto J. Ralph Graham, Helen Graham Turner, Susan Marie Graham and Lawrence Frank Graham, infant children of J. Frank Graham, deceased son of Ethel M. Graham; that, however, under Article 93, Sections 216 through 220, the portion of the proceeds of said sale due unto the said minors, Susan Marie Graham and Lawrence Frank Graham should be audited unto your Petitioner, B. Hackett Turner, Jr., Trustee to be paid by him unto the lawfully designated guardian of the said Susan Marie Graham and Lawrence Frank Graham in the State of New Jersey; and in said account, there shall be allowed said Trustee the several sums which were necessary to be paid by J. Ralph Graham, Executor, which were advanced from his personal funds.

WHEREFORE, YOUR PETITIONER prays that a reaudit of said cause be directed by this Honorable Court.

Respectfully submitted:

B. HACKETT TURNER, JR.
B. Hackett Turner, Jr., Trustee
Petitioner

Filed May 23, 1966

ORDER OF COURT
Filed May 26, 1966

J. RALPH GRAHAM, ET AL, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
SUSAN MARIE GRAHAM, INFANT ET AL, DEFENDANTS.	:	CHANCERY CAUSE NO. 4718

ORDER OF COURT

Upon the aforegoing Petition, IT IS, this 26th day of May,1966, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the papers in this cause are hereby referred back to the Auditor of this Court to give notice to the Creditors of Ethel M. Graham, by publication, according to the rules of this Court, and, said Auditor, shall thereafter, upon the expiration of said Notice to Creditors, state on account, or audit, disbursing the net proceeds of sale to creditors of the decedent in the order of preference according to law and the balance,if any, to the persons then entitled to the same.

THOS J KEATING JR

Filed May 26, 1966

NOTICE TO CREDITORS
Filed June 7, 1966

J. RALPH GRAHAN, et al., Complainants	IN THE CIRCUIT COURT FOR
	QUEEN ANNE'S COUNTY
vs.	IN EQUITY
SUSAN MARIE GRAHAM, Infant, et al., DEfendants	CHANCERY CAUSE NO. 4718

NOTICE TO CREDITORS

Pursuant to the Order of the Circuit Court for Queen Anne's County, in Equity, passed on the 26th day of May, 1966, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate Ethel M. Graham, deceased, warning them to file such claims, with the proper vouchers therefor, with the Clerk of court, at the Court House in Centreville, Maryland, on or before the 3rd day of September, 1966, otherwise they may by law be excluded from participating in the distribution of the proceeds of sale of such real estate.

J THOMAS CLARK
Auditor

Filed June 7, 1966

CERTIFICATE OF PUBLICATION OF
NOTICE TO CREDITORS
Filed July 13, 1966

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY CAUSE
NO. 4718

J. RALPH GRAHAM, et al.,
Complainants
Vs.
SUSAN MARIE GRAHAM, Infant et al.,
Defendants

NOTICE TO CREDITORS

Pursuant to the Order of the Circuit Court for Queen Anne's County, in Equity, passed on the 26th day of May, 1966, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate Ethel M. Graham, such claims, with the proper vouchers therefor, with the clerk of court, at the Court House in Centreville, Maryland, on or before the 3rd day of September, 1966, otherwise they may by law be excluded from participating in the distribution of the proceeds of sale of such real estate.

J. Thomas Clark,
Auditor

THE BAY TIMES

P. O. Box 44, Queenstown, Md., July 8,1966

THE BAY TIMES, a body corporate, does hereby certify that the Notice to Creditors in the case/estate of J. Ralph Graham vs. Susan Marie Graham a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Queenstown, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the July 1st day of July, 1966, and that the first insertion of said advertisement in said BAY TIMES was on the 3rd day of June, 1966, and the last insertion on the 17 day of June, 1966.

THE BAY TIMES

By M. L. ROSENDALE

Filed July 13, 1966

SUPPLEMENTAL AUDIT
Filed Sept. 26, 1966

J. RALPH GRAHAM, ET AL.

vs.

SUSAN MARIE GRAHAM, infant
et al.,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4718

SUPPLEMENTAL AUDIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto Your Honors, respectfully sets forth:

1. This supplemental account is stated pursuant to Order of this Honorable Court of May 26, 1966.

2. That in accordance with the aforesaid Order of Court, your Autitor did give notice to the creditors of Ethel M. Graham, by publication as per Cretificate of Publication filed in this cause and did thereafter state this supplemental account.

3. That the proceeds of sale held by said Trustee before disbursement to J. Ralph Graham, Executor, as shown in the previous account, did after taking the testimony of B. Hackett Turner, which is filed herewith as Exhibit a to this audit, and after examining the administration papers in the estate of

Ethel M. Graham, did direct that payment be made to such creditors of said deceased as exists at the time of this account. It appears that the claims in "Ex."Ex. G" being No. 19-A hereto filed in this cause, have all been paid and that the money in payment were from the estate except for a balance due on the Sudlersville Bank of Maryland note and a balance due on Edward Fellows, funeral director, funeral bill in such sums as are set forth in the within account and which were paid by J. Ralph Graham personally, and the amount of his claim was directed to be paid, that no claims were filed.

4. That the costs in this cause, which included the court costs the advertising costs of the Notice to Creditors and the fee of your auditor for stating this account were allowed, in addition to said claim, and the balance was directed to be paid to the said devisees under the terms of said will of Ethel M. Graham, deceased, after first deducting the Maryland direct inheritance tax on each share which was directed to be paid to Dorothy E. Connolly, Register of Wills.

Respectfully submitted,

J. THOMAS CLARK
Auditor

September 23, 1966

Filed Sept, 26, 1966

Cause No. 4718

The net proceeds in account with B. Hackett Turner, Jr., Trustee, appointed by this Honorable Court in these proceedings, as set forth in audit of March 3, 1966

Cr.

1966 Sept. 23	By cash in hands of Trustee for distribution to J. Ralph Graham, Executor of the last will and testament of Ethel M. Graham, per audit of March 3, 1966----------	$3,670.60
	Less amount mistakenly charged to Seller on adjustment of taxes in audit of March 3, 1966----------	50.35
	By total net proceeds to be account for ----------	$3,620.25

Dr.

To B. Hackett Turner, Jr., Trustee, for an amount due Charles W. Cecil, Clerk, for Additional court costs, per statement exhibited, to wit:----------	$ 25.75	
To Do., for an amountpaid The Bay Times, for publishing Notice to Creditors, published in this cause, per receipt exhibited, to wit:	10.00	
To J. Thomas Clark, auditor, for stating supplemental audit, the sum of ----------	36.00	
To balance to be carried forward ----------	3,548.50	
	$3,620.25	$3,620.25

J Thomas Clark
Auditor

September 23, 1966

Cr.

1966 Sept. 23	By balance carried forward ----------	$3,548.50

Dr.

To J. Ralph Graham as payment in full of his claim filed in this cause, representing a balance due Sudlersville Bank of Maryland, on note in sum of $541.15, and a balance due Edward Fellows, funeral director, on burial expenses of Ethel M. Graham, in sum of $216.65, or the sum of ----------	$ 757.80	
To balance carried forward for distribution to the devisees under the will of Ethel M. Graham, the sum of ----------	$2,790.70	
	$3,548.50	$3,548.50

J THOMAS CLARK
Auditor

September 23, 1966

Cr.

1966 Sept. 23	By balance carried forward for distribution to the devisees under the will of Ethel M. Graham----------	$2,790.70

Dr.

To J. Ralph Graham, a Son and devisee, a one -third of the same, or the sum of ----------	$930.23	
Less State of Md. inheritance tax of 1%----------	9.30	$ 920.93
To Helen Graham Turner, a daughter and devisee, a one-third of the same, or the sum of ----------	$930.23	
Less State of Md. inheritance tax of 1%----------	9.30	920.93
To Susan Marie Graham, minor, granddaughter and devisee, a one-sixth of the same, or the sum of------	$465.12	
Less State of Md. inheritance tax of 1%----------	4.65	460.47
To Lawrence Frank Graham, minor, grandson and devisee, a one-sixth of the same, or the sum of ----------	$465.12	
Less State of Md. inheritance tax of 1%----------	4.65	460.47
To Dorothy E. Connolly, Register of Wills of Queen Anne's County, the direct Maryland Inheritance Tax, deducted above from the several divisees' shares of said estate, to wit:----------		27.90
	$2,790.70	$2,790.70

J THOMAS CLARK
Auditor

September 23, 1966

Filed Sept, 26, 1966

EXHIBIT A
Filed Sept. 26, 1966

Questions by Mr. Clark:

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

A: B. Hackett Turner, Jr., 57, Centreville, Maryland, Attorney.

Q: Will you state whether or not you were the attorney for J. Ralph Graham, Executor of the Estate of Ethel M. Graham, deceased, which estate has recently been administered upon in the Orphans' Count for Queen Anne's County?

A: Yes, I was.

Q: Will you state whether or not you were also the Trustee appoint by this Court under decree of December 22, 1965, to make the sale of real estate of the late Ethel M. Graham, deceased?

A: Yes.

Q: Will you please state whether or not the funds in the personal estate were sufficient to pay Mrs. Graham's debts?

A: They were not.

Q: In the original audit filed in this cause dated March 3, 1966, you had been charged with an amount paid seller on adjustment of taxes in the sum of $50.35. Have you ever had this money in your possession?

A: No.

Q: What happened to this money that was paid in adjustment of taxes?

A: This money was accounted for in the final administration account filed in the Orphans' Court in the estate of Ethel M. Graham, in which J. Ralph Graham, her executor, was charged with the same and the money was disbursed in the administration of her estate.

Q: By Ex Exhibit G to the Bill of Complaint filed in this cause, you have a certified statement from Dorothy E. Connolly, Register of Wills of Queen Anne's

County, Maryland, showing the following claims which had been filed against Mrs. Graham's estate, passed by the Court and entered on the Claims Docket, to wit: Sudlersville Bank of Maryland - Note - Interest from 1/4/65 - $700.00; J. Noble Hardesty & Co., Inc., - $3.00; Edward Fellows - Funeral expenses - $176.65; Bert Phillips - $500.00; Kirby Memorial, Inc. - $12.50 ; and J. Ralph Graham - $49.59; and in stating this account you have handed me a statement which purports to be a claim in this estate on behalf of J. Ralph Graham and which is in the total sum of $757.80 and which is composed of the following statements: Balance due on Sudlersville Bank of Maryland note - $541.15; Balance due on Edward Fellow, Funeral Director, burial expenses - $216.65. Would you please explain Mr. Graham's claim and the statement filed under Exhibit G filed by the Register of Wills of Queen Anne's County?

A: All the claims filed in the Orphans' Court have been paid except the claim filed by J. Ralph Graham in the amount of $757.80, which were paid by him out of his own personal funds, which is the reason for his claim filed.

Filed Sept. 26, 1966

EX A

CERTIFICATE OF NOTICES MAILED
Filed Sept. 26, 1966

J. RALPH GRAHAM, et al.
Complainants

vs.

SUSAN MARIE GRAHAM, infants
et al.,
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4718

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned auditor hereby certifies that on September 23, 1966, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

J. Ralph Graham
Sudlersville, Maryland

Helen Graham Turner
Pleasantbille, New Jersey

B. Hackett Turner, Jr.
109 Lawyers Row
Centreville, Maryland

Dorothy E. Connolly,
Register of Wills of
Queen Anne's County
Centreville, Maryland

Susan Marie Graham
2 Bolton Place
Bloomfield, New Jersey

Lawrence Frank Graham
2 Bolton Place
Bloomfield, New Jersey

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on September 26, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than October 11, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on or after October 12, 1966.

J THOMAS CLARK
Auditor

Filed Sept. 26, 1966

NISI RATIFICATION OF AUDIT
Filed Sept, 26, 1966

NISI RATIFICATION OF AUDIT

J. Ralph Graham, et al
Complainants

vs.

Susan Marie Graham, infants,
et al.

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4718

ORDERED, this 26th. day of Septemter, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 12th. day of October, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Sept. 26, 1966

FINAL RATIFICATION OF AUDIT
Filed Oct. 20, 1966

J. Ralph Graham, et al.

vs.

Susan Marie Graham, et al.

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

Chy. No. 4718

FINAL RATIFICATION OF AUDIT

ORDERED, this 20th. day of October, 1966, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and B. Hackett Turner, Trustee, is hereby directed to apply the prpceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Oct. 20, 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Seventh day of June, in the year nineteen hundred and sixty-five, the following TAX SALES were filed for record, to wit:

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1965, OF PROPERTIES ASSESSED TO THE FOLLOWING: LAURA BURKE, ANNIE CARROLL HEIRS, GEORGE C. CONYER LAURA V. HANDY, JOHN W. HOLDEN, JR. HEIRS, PERKINS STARKEY, RAYMOND H. AND CATHERINE D. TILLER, GEORGE W. AND ELEANOR STUBBS, JAMES E. AND LOUISE THAWLEY HENRY CHEERS ESTATE, WEBSTER MORRIS, JR. HEIRS, MARY A. WILSON, EDWARD B. AND LENA CHASE, HERBERT AND NORMA F. HENSLEY, MARY E. JOHNSON, AUDREY M. KOONTZ, ROBERT A. AND IRENE C. KUBIZNA, MARGARET H. KELLER, DAVE LOBMASTER, CLEARHOS AND HELEN LOGOTHETIS, I. WILLIAM SCHIMMEL, JORDON TAYLOR HEIRS, JOHN E. AND NELLIE WILSON, CLARENCE AND LILLIAN WOODWARD, EMIL A. ZADOR, JAMES COLEMAN AND BLANCE CARPENTER, HATTIE COOPER, MARY HEATH, ARTHUR HUTCHINS, MARY E. LOVE HEIRS, C. EDWARD LEE AND GUY WESTHERLY, LIZZIE ROBINSON, ROXANNA WHARTON, SALLIE WASHINGTON HEIRS, LLOYD R. AND DELORES HOXTER, WILBERT AND ELVA JACOBS, MARY E. ASHLEY, ROBERT B. BAYNE, WALLACE B. AND MARGARET L. CANNON, EDWARD J. AND CATHERINE R. HAMBLETT, THOMAS WASHINGTON, MARION B. AND ETHEL B. WILSON	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4704

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

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Tax Sales made by Royden N. Powell, Jr., Treasurer for Queen Anne's County, unto your Honors, respectfully presents:

1. That in the annual levy made by The County Commissioners of Queen Anne's County for the years 1963, the first six months of 1964 and fiscal year 1964-65 there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels, all situate in certain designated districts in Queen Anne's County. The respective persons against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of Royden N. Powell, Jr., Treasurer for Queen Anne's County, for collection.

2. That as to the properties hereinafter set forth respectively, the taxes thereon were not paid when due.

3. That Royden N. Powell, Jr., 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, 1965, 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 arrea s, 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, 1965, 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 are not paid before the 3rd Tuesday in may, 1965, 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 18, 1965, 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 Joseph Jackson, Jr., 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, 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 near Dixon's Tavern, adjoining the land of (or formerly of) O'Neal containing a lot. Assessed value $200.00, assessed to Laura Burke for $4.54 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 4.54
Interest	.19
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 26.73
5% Treasurer's Commission	23.75
	$ 50.48

This Property was sold to The Land Man, Inc., at and for the sum of Four Hundred Seventy-five Dollars ($475.00), it 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 at Ingleside, Blue Ball Road adjoining the land of (or formerly of) Francis Layton containing a lot and improvements. Assessed value $600.00, assessed to Annie Carroll Heirs for $35.08 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 35.08
Interest	2.44
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 62.52
5% Treasurer's Commission	25.00
	$ 87.52

The Property was sold to Harper Starkey at and for the sum of Five Hundred Dollars ($500.00), 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 Ingleside, Dudlery's Corner Road adjoining the land of (or formerly of) Bessie Jeffries containing 30 acres of land, more or less, and improvements. Assessed value $1,090.00, assessed to George C. Conyer for $36.52 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 36.52
Interest	1.72
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$61.24
5% Treasurer's Commission	32.50
	$93.74

The Property was sold to The Land Man, Inc. at and for the sum of Six Hundred Fifty Dollars ($650.00), it 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 in Barclay adjoining the land of (or formerly of) Cassady containing a lot. Assessed value $125.00, assessed to Laura V. Handy for $10.95 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 10.95
Interest	.49
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 36.44
5% Treasurer's Commission	4.00
	$ 40.44

The Property was sold to The Land Man, Inc. at and for the sum

of Eighty Dollars ($80.00), it 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 Duhamel's-Carson Corner Road adjoining the land of (or formerly of) Samuel Price containing a lot. Assessed value $330.00, assessed to John W. Holden, Jr. Heirs for $7.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 7.50
Interest	.29
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 29.79
5% Treasurer's Commission	6.50
	$ 36.29

The Property was sold to The Land Man, Inc. at and for the sum of One Hundred Thirty Dollary ($130.00), it 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 Barclay adjoining the land of (or formerly of) Starkey property containing a lot. Assessed value $300.00, assessed to Perkins Starkey for $20.03 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 20.03
Interest	1.48
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 46.51
5% Treasurer's Commission	45.00
	$ 91.51

The Property was sold to Louis Spencer at and for the sum of Nine Hundred Dollars ($900.00), 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 Barclay adjoining the land of (or formerly of) Bures property containing a lot. Assessed value $195.00, assessed to Perkins Starkey for $10.86 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 10.86
Interest	.73
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 34.59
5% Treasurer's Commission	32.50
	$67.09

The property was sold to Louis Spencer at and for the sum of Six Hundred Fifty Dollars ($650.00), 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 in Big Woods adjoining the land of (or formerly of) Bessie Jeffries containing a lot and improvements. Assessed value $825.00, assessed to Raymond H. and Catherine D. Tiller for $18.73 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 18.73
Interest	.74
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 41.47
5% Treasurer's Commission	25.75
	$ 67.22

The property was sold to The Land Man, Inc. at and for the sum of Five Hundred Fifteen Dollars ($515.00), it being then and there the highest bidder therefor.

SECOND DISTRICT

ALL that lot or parcel of land lying and being in the Second Election Disrrict of Queen Anne's County, Maryland, located Anderson's-Brown's Corner Road adjoining the land of (or formerly of) Romie Townsend containing a lot. Assessed value $100.00, assessed to George W. and Eleanor Stubbs for $2.27 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 2.27
Interest	.09
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 24.36
5% Treasurer's Commission	13.75
	$ 38.11

The property was sold to The Land Man, Inc. at and for the sum of Two Hundred Seventy-five Dollars ($275.00), it 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 Price-Ingleside Road adjoining the land of (or formerly of) Jerrell containing a lot. Assessed balue $150.00, assessed to James E. and Louise Thawley for $3.42 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 3.42
Interest	.16
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$25.58
5% Treasurer's Commission	36.25
	$61.83

The property was sold to Charles and Myrtle Jarrell at and for the sum of Seven Hundred Twenty-five Dollars ($725.00), they being then and there the highest bidder 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 Burrisbille-Poplar Grove Road adjoining the land of (or formerly of) Amos Hynson containing 25 acres of land, more or less. Assessed value $450.00, assessed to Henry Cheers Estate for $10.23 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 10.23
Interest	.41
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 32.64
5% Treasurer's Commission	125.00
	$157.64

The property was sold to Sterling Kennedy at and for the sum of Two Thousand Five Hundred Dollars ($2,500.00), 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 Brownsville adjoining the land of (or formerly of) D. Clark containing a lot and improvements. Assessed value $300.00, assessed to Webster Morris Jr. Heirs for $16,71 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 16.71
Interest	1.14
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 42.85
5% Treasurer's Commission	42.50
	$ 85.35

The property was sold to F. S. Investments, 2024 W. Street, Annapolis, Maryland, at and for the sum of Eight Hundred Fifty Dollars ($850.00), it 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 in Brownsville adjoining the land of (or formerly of) containing a lot and improvements. Assessed value $500.00, assessed to Mary A. Wilson for $16.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 16.75
Interest	.79
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 40.54
5% Treasurer's Commission	18.75
	$ 59.29

The property was sold to The Land Man, Inc. at and for the sum of Three Hundred Seventy-five Dollars (375.00), it 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 Lots 13 & 14, Block G, Section 1, Kent Island Estates containing 2 lots. Assessed value $800.00, assessed to Edward B. and Lena Chase for $44.56 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 44.56
Interest	3.04
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 72.60
5% Treasurer's Commission	55.00
	$127.60

The property was sold to The Land Man, Inc. at and for the sum of One Thousand One Hundred Dollars ($,100.00), it 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, loacted Lot 22, Block DD, Plat 6, Cloverfields, containing a lot. Assessed value $250.00, assessed to Herbert and Norma F. Hensley for $5.69 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 5.69
Interest	.23
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 27.92
5% Treasurer's Commission	21.25
	$ 49.17

The property was sold to The Land Man, Inc. at and for the sum of Four Hundred Twenty-five Dollars ($425.00), it 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, loaated Old Love Point Road adjoining the land of (or formerly of) Norman McDaniel containing a lot and house. Assessed value $1,150.00, assessed to Mary E. Johnson for $64.07 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 64.07
Interest	4.34
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 93.41
5% Treasurer's Commission	20.00
	$113.41

The property was sold to F. S. Investment at and for the sum of Four Hundred Dollars ($400.00), it 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 Lot 8, Block J, Section 1, Kent Island Estates, containing a lot. Assessed value $300.00, assessed to Audrey M. Koontz for $10.05 taxes in arrears plus interest, costs, anc expenses to day of sale.

Taxes	$ 10.05
Interest	.47
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 33.52
5% Treasurer's Commission	21.25
	$ 54.77

The property was sold to F. S. Investment at and for the sum of Four Hundred Twenty-five Dollars ($25.00), it 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 Lot 7, Block T, Harbor View containing a lot. Assessed value $460.00, assessed to Robert A. and Irene C. Kubizna for $10.44 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 10.44
Interest	.42
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 32.86
5% Treasurer's Commission	27.50
	$ 60.36

The property was sold to Howard Wood at and for the sum of Five Hundred Fifty Dollars ($550.00), 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 Lot 22, Block K, Kent Island Estates, Section 3, containing al lot. Assessed value $560.00, assessed to Margaret H. Keller for $18.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 18.75
Interest	.87
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 42.62
5% Treasurer's Commission	30.00
	$ 72.62

The property was sold to The Land Mam, Inc. at and for the sum of Six Hundred Dollars ($600.00), it 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 Lot 32, Block K, Section 3, Kent Island Estates, containing a lot. Assessed value $480.00, assessed to Dave Lobmaster for $10.89 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 10.89
Interest	.44
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 33.33
5% Treasurer's Commission	25.00
	$ 58.33

The property was sold to F. S. Investment at and for the sum of Eive Hundred Dollars ($500.00), it 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 Lots 30 & 32, Block F, Section 2, Kent Island Estates containing lots. Assessed value &750.00, assessed to Chearhos and Helen Logothetis for $25.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 25.15
Interest	1.16
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 49.31
5% Treasurer's Commission	17.50
	$ 66.81

The property was sold to The Land Man, Inc. at and for the sum of Three Hundred Fifty Dollars ($350.00), it 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 Lot 19, Block O, Plat 2, Cloverfields containing one lot. Assessed value $100.00, assessed to I. William Schimmel for $3.35 taxes in arrears plus interest, costs, and expenses to day of Sale.

Taxes	$ 3.35
Interest	.14
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 26.49
5% Treasurer's Commission	2.50
	$ 28.99

The property was sold to The Land Man, Inc. at and for the sum of Fifty Dollars ($50.00), it 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 Lot 4, Block Y, Plat 1, Lots 52 and 56, Block B, Plat 5 of Cloverfields containing 3 lots, Assessed value $850.00, assessed to I. William Schimmel for $28.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 28.50
Interest	1.16
Advertising	5.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 50.66
5% Treasurer's Commission	5.00
	$ 55.66

The property was sold The Land Man, Inc. at and for the sum of One Hundred Dollars ($100.00), it 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 Lot 104, Block B and Lot 35 , Block V. Section 3, Kent Island Estates containing 2 lots. Assessed value $240.00, assessed to I. William Schimmel for $8.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 8.05
Interest	.32
Advertising	5.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$29.37
5% Treasurer's Commission	5.00
	$34.37

The property was sold to The Land Man, Inc. at and for the sum of One Hundred Dollars ($100.00), it 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 Lot 24, Block 24, Section 2, Bay City containing 1 lot. Assessed value $770.00, assessed to I. William Shimmel for $25.79 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 25.79
Interest	1.06
Advertising	5.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$47.85
5% Treasurer's Commission	5.00
	$52.85

The property was sold to The Land Man, Inc. at and for the sum of One Hundred Dollars ($100.00), it 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 Lot 2, Block M and Lot 6, Block K, Section 1, Harbor View, containing 2 lots. Assessed value $480.00, assessed to I. William Schimmel for $16.07 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 16.07
Interest	.66
Advertising	5.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 37.73
5% Treasurer's Commission	7.50
	$ 45.23

Thr property was sold to Helen and Earl Jones at and for the sum of One Hundred Fifty Dollars ($150.00), they 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 on road to Oscar Dunn's adjoining the land of (or formerly of) Green containing a lot and improvements. Assessed value $500.00, assessed to Jordan Taylor Heirs for $16.75 taxes in arrears plus interest, costs, and expenses t o day of sale.

Taxes	$ 16.75
Interest	.77
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 40.52
5% Treasurer's Commission	32.50
	$ 73.02

The property was sold to F. S. Investment, at and for the sum of Six Hundred Fifty Dollars ($650.00), it 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 Lot 21, Block EE, Plat 6, Cloverfields, containing a lot. Assessed value $375.00, assessed to John E and Nellie Wilson for $12.65 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 12.56
Interest	.58
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 36.14
5% Treasurer's Commission	7.50
	$ 43.64

The property was sold to The Land Man, Inc. at and for the sum of One Hundred Fifty Dollars ($150.00), it 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 Lot 3, Block 3, Section 1, Bay City containing a lot. Assessed value $425.00 assessed to Clarence and Lillian Woodward for $9.65 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 9.65
Interest	.39
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 32.04
5% Treasurer's Commission	2.50
	$ 34.54

The Property was sold to The Land Man, Inc. at and for the sum of Fifty Dollars ($50.00), it 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 Lots 26 and 28, Block H, Section 1, Kent Island Estates containing 2 lots. Assessed value $500.00, assessed to Emil A. Zador for $16.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 16.75
Interest	.77
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 40.52
5% Treasurer's Commission	2.50
	$ 43.02

The property was sold to The Land Man, Inc. at and for the sum of Fifty Dollars ($50.00), it 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 Queenstown-Carmichael Road adjoining the land of (or formerly of) Mary A. Hutchins containing a lot and improvements. Assessed value $400.00, assessed to James Coleman and Blanche Carpenter for $13.40 taxes in arrears plus interest, costs, and expenses do day of sale.

Taxes	$ 20.10
Interest	.92
Advertising	14.00
Attorney	20.00
Auctioneer	10.00
Notary Public	2.00
	$ 67.02
5% Treasurer's Commission	110.00
	$177.02

The property was sold to Tilghman Bishop at and for the sum of Two Thousand Two Hundred Dollars ($2,200.00), he being then and there the highest bidder therefor.

ALL that lot or pardel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Grasonville-Queenstown Road adjoining the land of (or formerly of) Howard Gook containing a lot. Assessed value $150.00, assessed to Hattie Cooper for $5.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 5.05
Interest	.21
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 28.26
5% Treasurer'd Commission	5.00
	$ 33.26

The property was to James Cole at and for the sum of One Hundred Dollars ($100.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth E-

lection District of Queen Anne's County, Maryland, located Gravel Run Road adjoining the land of (or formerly of) Carey Jewell containing a lot. Assessed value $100.00, assessed to Mary Heath for $3.35 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 3.35
Interest	.16
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 26.51
5% Treasurer's Commission	25.00
	$51.51

The property was sold to Felton and Gertrude Whittington at and for the sum of Five Hundred Dollars ($500.00), they being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Queenstown-Wye Mills Road adjoining the land of (or formerly of) Minnie Little containing a lot. Assessed value $100.00 assessed to Arthur Hutchins for $5.57 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 5.57
Interest	.37
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 30.94
5% Treasurer's Commission	4.00
	$ 34.94

The property was sold to F. S. Investment at and for the sum of Eighty Dollars ($80.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Grasonville-Narrows Road containing a lot and improvements. Assessed value $900.00, assessed to Mary E. Love Heirs for $20.43 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 20.43
Interest	.81
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 43.24
5% Treasurer's Commission	22.50
	$ 65.74

The property was sold to F. & S. Investment, 2024 W. Street, Annapolis, Maryland, at and for the sum of Four Hundred Fifty Dollars ($450.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Grasonville-Narrows Road adjoining the land of (or formerly of) C. Butler Heirs containing a lot. Assessed value $200.00, assessed to Mary E. Love Heirs for $4.54 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 4.54
Interest	.18
Advertising	5.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 25.72
5% Treasurer's Commission	41.25
	$ 66.97

The property was sold to F. &. S. Investment, 2024 W. Street, Annapolis, Maryland, at and for the sum of Eight Hundred Twenty-five Dollars ($825.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Gravel Run Road adjoining the land of (or formerly of) Priscilla Handy containing a lot. Assessed value $300.00, assessed to Mary E. Love Heirs for $6.81 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 6.81
Interest	.28
Advertising	5.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 28.09
5% Treasurer's Commission	15.00
	$ 43.09

The property was sold to Lillie Mae Johnson at and for the sum of Three Hundred Dollars ($300.00), she being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Del-Rhodes Avenue in Queenstown adjoining the land of (or formerly of) Harry Ervin containing a lot and improvements. Assessed value $2,790.00, assessed to C. Edward Lee and Guy Westherly for $93.47 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 93.47
Interest	4.35
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$120.82
5% Treasurer's Commission	45.00
	$165.82

The property was sold to F. & S. Investment at and for the sum of Nine Hundred Dollars ($900.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election Disteict of Queen Anne's County, Maryland, located Bryantown-Bennett Point Road adjoining the land of (or formerly of) Raymond Warner containing a lot. Assessed value $750.00, assessed to Lizzie Robinson for $17.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 17.04
Interest	1.20
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 40.24
5% Treasurer's Commission	62.50
	$102.74

The property was sold to Otto Capel at and for the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located old Grasonville Road, adjoining the land of (or formerly of) Lloyd Price containing a lot. Assessed value $580.00, assessed to Roxanna Wharton for $32.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 32.28
Interest	2.19
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$59.47
5% Treasurer's Commission	30.00
	$89.47

The property was sold to Herman S. Thompson at and for the sum of Six Hundred Dollars ($600.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Colliers Lane adjoining the land of (or formerly of) Walter Jewell containing a lot. Assessed value $200.00, assessed to Sallie Washington Heirs for $6.70 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 6.70
Interest	.31
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 29.01
5% Treasurer's Commission	18.75
	$ 48.76

The property was sold to William W. Jewell at and for the sum of Three Hundred Seventy-five Dollars ($375.00), he being then and there the highest bidder therefor.

SIXTH DISTRICT

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Starr-Willoughby Road adjoining the land of (or formerly of) Percy Jacobs containing a lot and improvements. Assessed value $1,540.00 assessed to Lloyd R. and Delores Hoxter for $51.60 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 51.60
Interest	2.40
Advertising	7.00
Auctioneer	5.00
Attorney	10.00
Notary Public	1.00
	$ 77.00
5% Treasurer's Commission	40.00
	$117.00

The property was sold to The Land Man, Inc. at and for the sum of Eight Hundred Dollars ($800.00), it being then and there the highest bidder therefor.

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 land of (or formerly of) Percy Jacobs containing a lot and improvements. Assessed value $2,100.00, assessed to Wilbert and Elva Jacobs for $116.97 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$116.97
Interest	7.93
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$149.90
5% Treasurer's Commission	51.25
	$201.15

The property was sold to F. & S. Investment, at and for the sum of One Thousand Twenty-five Dollars ($1,025.00), it 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 Millington-Sudlersville Road adjoining the land of (or formerly of) Luther Pearson containing a lot and improvements. Assessed value $1,625.00, assessed to Mary E. Ashley for $36.89 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 36.89
Interest	1.47
Advertising	6.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 60.36
5% Treasurer's Commission	22.50
	$ 82.86

The property was sold to F. S. Investment at and for the sum of Four Hundred Fifty Dollars ($450.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located 2nd street in Crumpton adjoining the land of (or formerly of) $7,900.00, assessed to Robert B. Bayne for $264.65 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$264.65
Interest	12.27
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$299.92
5% Treasurer's Commission	225.00
	$524.92

The property was sold to Howard Wood, at and for the sum of Four Thousand Five Hundred Dollars ($4,500.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lime Landing Road containing a lot and improvements. Assessed value $1,475.00, assessed to Wallace B. and Margaret L. Cannon for $82.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 82.15
Interest	5.57
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$112.72
5% Treasurer's Commission	35.00
	$147.72

The property was sold to F. & S. Investment at and for the sum of Seven Hundred Dollars ($700.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Crumpton-Pondtown Road adjoining the land of (or formerly of) D & R Supply Company containing a lot. Assessed value $200.00, assessed to Edw. J. and Catherine R. Hamblett for $11.14 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 11.14
Interest	.76
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 36.90
5% Treasurer's Commission	21.25
	$ 58.15

The property was sold to F. & S. Investment at and for the sum of Four Hundred Twenty-five Dollars ($425.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Big Woods adjoining the land of (or formerly of) Edward Taylor containing a lot and improvements. Assessed value $550.00, assessed to Thomas Washington for $18.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 18.45
Interest	.86
Advertising	7.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 42.31

The property was sold to The Land Man, Inc. at and for the sum of Six Hundred Dollars ($600.00), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Dudley's Corner-Crumpton Road adjoining the land of (or formerly of) George property containing a lot. Assessed value $500.00, assessed to Marion B. and Ethel B. Wilson for $27.85 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 27.85
Interest	1.88
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 54.73
5% Treasurer's Commission	27.50
	$ 82.23

The propeety was sold to Medford B. Jr. and Jane M. Baxer at and for the sum of Five Hundred Fifty Dollars ($550.00), they being then and there the highest bidder therefor.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted,

ROYDEN N. POWELL, JR.
Royden N. Powell, Jr.
Treasurer for Queen Anne's County

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

I HEREBY CERTIFY that on this 7th day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Royden N. Powell, Jr., 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 ture to the best of his knowledge of information and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

CLEO C. GREEN
Notary Public
My Commission Expires: July 1, 1965

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 7, 1965

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. May 20, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the LEGAL NOTICE OF TAX SALES in the case 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 in 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 29 day of April, 1965, and the last insertion on the 13 day of May, 1965.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed June 7, 1965

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 1960 thru June 30, 1965 inclusive, thate 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 1965, to wit:

TUESDAY

MAY 18, 1965

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: INTERESTS, 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 in Big Woods, adjoining the land of (or formerly of) P. Merrick containing 25 acres of land, more or less and improvements. Assessed value $745, assessed to Frank Banks for $16.90 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Dixon's Tavern, adjoining the land of (or formerly of) NO'Neal containing lot. Assessed value $200, assessed to Laura Burke for $4.54 taxes in arrears plus interest, costs, and expenses to day of sale

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Ingleside, Blur Ball Road, adjoining the land of (or formerly of) Francis Layton containing lot and improvements. Assessed value $600, assessed to Annie Carroll Hein for $35.08 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Templeville, Shanks Corner Road, adjoining the land of (or fermerly of) Dan Cole containing lot and improvements. Assessed value $400, assessed to Foster and Hilda Clough for $9.08 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Johnson Road in Big Woods adjoining the land of (or formerly of) C.P. Merrick containing lot and improvements. Assessed value $1550, assessed to Franklin and Shirley Commodore for $95.24 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-Dudley's Corner Road adjoining the land of (or formerly of) Bessie Jeffries containing 30 acres of land, and improvements. Assessed value $1090, assessed to George C. Conyer for $36.52 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Barclay-Church Hill Road containing lot and improvements, Assessed value $5,470, assessed to James and Martha Cain for $124.19 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located in Barclay adjoining the land of (or formerly of) Cassady containing lot. Assessed value $125, assessed to Laura V. Handy for $10.95 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Duhamel's-Carson Corner Road adjoining the land of (or formerly of) Samuel Price containing lot. Assessed value $330, assessed to John W. Holden, Jr., Heirs for $7.50 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Barclay-Templeville Road adjoining the land of (or formerly of) Fred Collins containing lot. Assessed value $150, assessed to James H. O'Ferrall for $5.05 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Barclay adjoining the land of (or formerly of) Starkey property containing lot. Assessed value $300, assessed to Perkins Starkey for $20.03 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Barclay adjoining the land of (or formerly of) Bures property containing lot. Assessed value $195, assessed to Perkins Starkey for $10.86 taxes in arrears, plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located in Big Woods adjoining the land of (or formerly of) Bessie Jeffries containing lot and improvements. Assessed value $825, assessed to Raymond H. and Catherine D. Tiller for $18.73 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

SECOND DISTRICT

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located New Street in Church Hill adjoining the land of (or formerly of) Harvey Dew containing lot and improvements. Assessed value $2,380, assessed to Charles G. and Anna V. Bordley for $72.92 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 Second Election District of Queen Anne's County, Maryland, located Church Hill-Roberts Road adjoining the land of (or formerly of) John E. Bailey containing lot. Assessed value $150, assessed to John F. Jr., and Mabel V. Dodd for $5.05 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 Church Hill-Roberts Road adjoining the land of (or formerly of) Doll containing lot and improvements. Assessed to John F., Jr. and Mabel V. Dodd for $38.55 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 Agnes Street in Church Hill adjoining the land of (or formerly of) Clark containing lot and improvements. Assessed value $2050, assessed to Rigby and Jannie Douglas for $46.55 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 E-

lection District of Queen Anne's County, Maryland, located Church Hill-Centreville Road adjoining the land of (or formerly of) Dr. Lucas containing lot and improvements. Assessed value $3,050, assessed to James F. and Martha Jane Johnson for $102.20 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 Starkeys Corner-Island Creek Road adjoining the land of (or formerly of) William Pardee containing lot and improvements. Assessed value $2,225, assessed to Isabelle Kilson for $50.51 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 Anderson-Brown's Corner Road adjoining the land of (or formerly of) Romie Townsend containing lot. Assessed value $100.00 containing lot. Assessed to George W. and Eleanor Stubbs for $2.27 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 Price-Ingleside Road adjoining the land of (or formerly of) Jarrell containing lot. Assessed value $150, assessed to James E. and Louise Thawley for $3.42 taxes in arrears plus interest, costs, and expenses to day of sale.

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THIRD DISTRICT

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Centreville-Church Hill Road adjoining the land of (or formerly of) Kirsch containing lot and improvements. Assessed value $1,000, assessed to Elizabeth Cheers, Estate for $22.70 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 Brown's Corner-Burrisville Road adjoining the land of (or formerly of) Gibbs containing 12 acres of wooded land, more or less. Assessed value $180 assessed to Elizabeth Cheers for $4.08 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-Poplar Grove Road adjoining the land of (or formerly of) Amos Hybson containing 25 acres of land. Assessed value $450, assessed to Henry Cheers Estate for $10.23 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 Queenstown-Corsica Neck Road adjoining the land of (or formerly of) Louis Ryan containing lot. Assessed value $100, assessed to Mary Dill for $2.27 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lor or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Brownsville adjoining the land of (or formerly of) D. Clark containing lot and improvements. Assessed value $300, assessed to Webster Morris, Jr. Heirs for $16.71 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 Kidwell Lane in Centreville adjoining the land of (pr formerly of) Edward Taylor containing lot and improvements. Assessed value $1,125, assessed to Susie I. Rozier for $25.54 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 Brownsville containing lot and improvements. Assessed value $410, assessed to Ellsworth Wilson for $22.83 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 Brownsville containing lot and improvements. Assessed value $500, assessed to Mary A. Wilson for $16.75 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 Willoughby-Starr Road containing 20 acres of wood land, more or less. Assessed value $300, assessed to John C. Wooters for $36.02 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 Lot 23, Block L, Section 1, KIE, containing lot and house. Assessed value $3,825, assessed to Worth H. and Geneva Baldwin for $128.14 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 Point-Matapeake Road adjoining the land of (or formerly of) Julia Bordley containing lot and improvements. Assessed value $1,150, assessed to Viola Bordley for $26.12 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 Lots 17 and 19, Block L, Section 1, KIE, containing 2 lots and improvements. Assessed value $5,820.00 assessed to Howard I. and Mary M. Brinkley for $19498 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 Lot 9, Block 6, Section 1, Bay City, containing lot. Assessed value $800.00, assessed to Hane C. Bagwell for $26.80 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 Lots 13-14, Block G, Section 1, KIE, containing 2 lots. Assessed value $800, assessed to Edward B. and Lena Chase for $44.56 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 Lot 20, Block K, Tower Gardens containing lot. Assessed value $1,325, assessed to James, Ernest, Danny, Earl and Franklin Chavis for $44.39 taxes in areas 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 Point-Matapeake Road adjoining the land of (or formerly of) Curtis Benton containing lot. Assessed value $2,350, assessed to K. William Cornell for $53.36 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 Fourth Election District of Queen Anne's County, Maryland, located Lot 1, Block G. Kentmoor Airpark containing lot. Assessed value $500, assessed to Elmer J. Devore for $16.75 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 Fourth Election District of Queen Anne's County, Maryland, located Cox's Neck Road containing lot and house. Assessed value $2,675, assessed to Lawrence J. and Christine Dunn for $148.99 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 Crab Alley Neck adjoining the land of (or formerly of) Mozelle Sullivan containing lot and improvements. Assessed value $5,675 assessed to Frank, Jr. and Lillian Graham for $85.58 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 Fourth Election District of Queen Anne's County, Maryland, located Lot 22, Block DD, Plat 6, Cloverfileds, containing lot. Assessed value $250, assessed to Herbert and Norma F. Hensley for $5.69 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 Lot 3, Block 21, Section 2, Bay City, containing lot and improvements. Assessed value $2,000, assessed to Arthur and Louise Holloway for $45.40 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 Old Love Point Road ajjoining the land of (or formerly of) Norman McDaniel containing lot and house. Assessed value $1,150, assessed to Mary E. Johnson for $64.07 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 Lot 8, Clock J, Section 1, KIE, containing lot. Assed value $300, assessed to Audrey M. Koontz for $10.05 taxes in arrears plus in terest, 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 Lot 7, Block T, Harbor View, containing lot. Assessed value $460, assessed to Robert A. and Irene C. Jubizna for $10.44 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lor or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 22, Block K-KIE, section 3, containing lot. Assessed value $560, assessed to Margaret H. Keller for $18.75 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 Fourth Election district of Queen Anne's County, Maryland, located Lot 32, Block K, Section 3 KIE, containing lot. Assessed value $480, assessed to Dave Lobmaster for $10.89 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 Lots 30 and 32, Block F, Section 2 KIE, containing lot. Assessed value $750, assessed to Clearhos and Helen Logothetis for $25.15 tazes 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 Fredericktown adjoining the land of (or formerly of) Viola Bordley containing lot and improvements. Assessed value $1625 assessed to Leonard and Edna A. Robinson for $36.89 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 Lot 19, Block O-Plat 2-Cloverfilds, containing 1 lot of land, more or less. Assessed value $100, assessed to I. William Schimmel for $3.35 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 Lot 4, Block Y, Plat 1 - Lots 52 and 56 Block B. Plat 5 of Cloverfileds, containing 3 lots. Assessed value $850, assessed to I. William Schimmel for $28.50 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 Lot 104, Block B and Lot 35, Block K.E.I., Section 3 and Lot 35, Block V, K.I.E., Section 3 containing 2 lots of land, more or less. Assessed value $240 assessed to I. William Schimmel for $8.05 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lor or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 24, Block 24, Bay City, Section 2, containing 1 lot. Assessed value $770, assessed to I. William Schimmel for $25.79 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 Lot 2, Block M, and Lot 6, Block K, Harbor View, Section 1, containing 2 lots of land. Assessed value $4.80, assessed to I. William Schimmel for $16.07 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 on Road to Oscar Dunn's adjoining the land of (or formerly of) Green containing lot and improvements.

Assessed value $500, assessed to Jordan Taylor Heirs for $16.75 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 Fourth Election District of Queen Anne's County, Maryland, located Lot 48, Block B-Kent I. E., Section 3-Lots 4 and 5, BL.A., Romancoke, 5 lots in Section 2, Bay City. Assessed balue $13,200, assessed to Twenty Century, Inc. for $437.66 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lor or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 15, Block M, Plat 2, Cloverfileds, containing lot and improvements. Assessed value $6,240, assessed to Vharles C. and Louise Weidner for $347.57 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 Lot 21-Block EE, Plat 6, Cloverfields, containing lot. Assessed value $375, assessed to John E. and Nellie Wilson for $12.56 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 Lot 3, Block 3, Section 1, Bay City containing lot. Assessed value $425, assessed to Clarence and Lillian Woodward for $9.65 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 Lots 26 and 28, Block H, Section 1, KIE, containing 2 lots. Assessed value $500, assessed to Emil A. Zador for $16.75 taxes in arrears plus interest, costs, and expenses to day of sale.

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FIFTH DISTRICT

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Grasonville-Narrows Road adjoining the land of (or formerly of) Ernest Starkey containing lot and impro provements. Assessed value $900, assessed to Gerald E. and Louise R. Berry for $20.43 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 Gouldtown adjoining the land of (or formerly of) Thomas Gould property containing lot and improvements. Assessed balue $300, assessed to John Bohland for $6.81 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 East side of Saw Mill Lane containing lot. Assessed value $250, assessed to Charles W. Bowser for $13.94 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 Fifth Election District of Queen Anne's County, Maryland, located Public Road from Scottown adjoining the land of (or formerly of) Estella Johnson containing lot and improvements. Assessed value $2,300, assessed to John Charles and Helen Carpenter for $77.05 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 Carmichael Road adjoining the land of (or formerly of) Mary Anne Hutchins containing lot. Assessed value $200, assessed to James Coleman for $6.70 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 Queenstown-Carmichael adjoining the land of (or formerly of) Mary A. Hutchins containing lot and improvements. Assessed value $400, assessed to James Coleman and Blanche Carpenter for $13.40 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 Grasonville-Queenstown adjoining the land of (or formerly of) Howard Cook containing lot. Assessed value

$150, assessed to Hattie Cooper for $5.05 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 Gouldtown-Blakeford Road adjoining the land of (or formerly of) John Bohland containing lot and improvements. Assessed value $480, assessed to Thomas Gould for $26.71 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 Gravel Run Road adjoining the land of (or formerly of) Carey Jewell containing lot. Assessed value $100, assessed to Mary Heath for $3.35 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 Queenstown-Wye Mills Road adjoining the land of (or formerly of) Minnie Little containing lot of land. Assessed to Arthur Hutchins for $5.57 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 Carmichael-Wye Mills Road adjoining the land of (or formerly of) I. Johnson containing lot. Assessed value $300, assessed to James Johnson for $16.71 taxes in arrears plus interest, costs, and expenses do 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 land of(or formerly of) Charles Conyer containing lot. Assessed value $200, assessed to Susan Kahn for $6.70 taxes in arrears plus interest, costs, and wxpenses 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 Grasonville-Narrows Road containing lot and improvements. Assessed value $900, assessed to Mary E. Love Heirs for $20.43 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 Grasonville-Narrows Road adjoining the land of (or formerly Of) C. Butler Heirs containing lot. Assessed value $200, assessed to Mary E. Love Heirs for $4.54 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 on Gravel Run Road ajjoining the land of (or formerly of) Priscilla Handy containing lot. Assessed value $300, assessed to Mary E. Love, Heirs for $6.81 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 Del-Rhodes Avenue in Queenstown adjoining the land of (or formerly of) Harry Ervin containing lot and improvements. Assessed value $2,790, assessed to C. Elwood Lee and Guy Westherly for $93.47 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 at Kent Narrows containing lot and improvements. Assessed value $8,875, assessed to Maryland Seafood Coop. Assoc., Inc. for $409.06 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 Neighbor Road adjoining the land of (or formerly of) John C. Baynard containing lot and improvements. Assessed value $800, assessed to Darty and Fannie Price for $26.80 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 Bryantown-Bennetts Point Road adjoining the land of (or formerly of) Raymond Warner containing lot. Assessed value $750, assessed to Lizzie Robinson for $17.04 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 Grasonville Queenstown Road adjoining the land of (or formerly of) Norman Bouldin containing lot and improvements. Assessed value $1,710, assessed to Ernest Starkey for $57.29 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 Kent Narrows adjoining the land of (or formerly of) Thomas Carey containing lot and improvements. Assessed to Medford Thomas for $150.88 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 Grasonville-Bryantown Road containing lot and improvements. Assessed value $850, assessed to James Leon and Mary Viola Turner for $47.36 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 Fifth Election District of Queen Anne's County, Maryland, located Grasonville-Narrows Road adjoining the land of (or formerly of) Kathryn Sewell containing lot and improvements. Assessed value $5,470, assessed to Harry H. and Mary Lou Thomas for $183.24 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 Grasonville Road adjoining the land of (or formerly of) Lloyd Price containing lot. Assessed value $580 assessed to Roxanna Wharton for $32.28 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 Grasonville-Queenstown Road adjoining the land of (or formerly of) General L. Marshall containing lot. Assessed value $100 assessed to Charles S. and Florence Wilson for $3.35 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 on Grasonville-Bryantown Road adjoining the land of (or formerly of) Solomon Heath containing lot and improvements. Assessed value $2,350, assessed to Archie Willimas for $130.91 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 Wye Mills Road adjoining the land of (or formerly of) Mary B. Johnson, containing a lot and improvements. Assessed value $1,600, assessed to Wise Homes, Inc. for $36.32 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 Colliers Lane adjoining the land of (or formerly of) Walter Jewell containing lot. Assessed value $200, assessed to Sallie Washington Heirs for $6.70 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 Starr-Queen Anne Road adjoining the land of (or formerly of) Frank Barney containing 25 acres of land, more or less, and improvements. Assessed value $1,400, assessed to William J. Hawkins Heirs for $31.78 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 land of (or formerly of) Clarence Lord containing lot and improvements. Assessed value $150, assessed to William J. Hawkins Heirs for $3.42 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-Willoughby Road adjoining the land of (or formerly of) Percy Jacobs containing lot and improvements. Assessed value $1540, assessed to Lloyd R. and Delores Hoxter for $51.60 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 land of (or formerly of) Percy Jacobs containing lot and improvements, Assessed value $2100, assessed to Wilbert and Elva Jacobs for $116.97 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 Sixth Election District of Queen Anne's County, Maryland, located Hope-Hayden Road adjoining the land of (or formerly of) William Cook containing 46 acres of land,more or less, and improvements. Assessed value $4,434, assessed to Louis Jr. and Arretter S. Ryans for $227.99 taxes 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 land of (or formerly of) Luther Pearson containing lot and improvements. Assessed value $1,625, assessed to Mary E. Ashley for $36.89 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 Seventh Election District of Queen Anne's County, Maryland, located Double Creek Road adjoining the land of (or formerly of) Harry McGinnis containing 20 acres of land and improvements. Assessed value $1,500, assessed to Bernice Barnett, John Usilton, Jr. and John R. Hidden for $50.25 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 Seventh Election District of Queen Anne's County, Maryland, located Second Street in Crumpton adjoining the land of (or formerly of) Robert Spencer containing lot and improvements. Assessed value $7,900, assessed to Robert B. Bayne for $264.65 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 Seventh Election District of Queen Anne's County, Maryland, located Lime Landing Road containing lot and improvements. Assessed value $1,475, assessed to Wallace B. and Margaret L. Cannon for $82.15 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 Seventh Election District of Queen Anne's County, Maryland, located Lot 2, Hoffmans lands containing lot and improvements. Assessed value $7,000, assessed to James G. and Esther S. Dillon for $237.92 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 Seventh Election District of Queen Anne's County, Maryland, located 1/2 of lot 3, Hoffman's Lands containing 1/2 lot. Assessed value $300, assessed to James G. and Esther S. Dillon for $10.05 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 Seventh Election District of Queen Anne's County, Maryland, located Pondtown-Pine Tree Road adjoining the land of (or formerly of) Massey containing lot and improvements. Assessed to Clarence Hall for $52.93 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 Seventh Election District of Queen Anne's County, Maryland, located Crumpton-Pondtown Road adjoining the land of (or formerly of) D & R Supply Co. containing lot. Assessed value $200 assessed to Edward J. and Catherine R. Hamblett for $11.14 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 Seventh Election District of Queen Anne's County, Maryland, located Pondtown-Church Hill Road adjoining the land of (or formerly of) Towson containing lot and improvements. Assessed value $1,275, assessed to Harvey Lewis for $28.94 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 Seventh Election District of Queen Anne's County, Maryland, located Lime Landing Road containing lot and improvements. Assessed value $2,900, assessed to Robert and Lois J. Massey for $26.12 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 Seventh Election District of Queen Anne's County, Maryland, located Crumpton-Pondtown Road adjoining the land of (or formerly of) Viola Cole containing lot and improvements. Assessed value $1.250, assessed to Samuel B. and Mary F. Purnell for $28.39 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 Seventh Election District of Queen Anne's County, Maryland, located I-B-Pondtown Road adjoining the land of (or formerly of Otha Hynson containing lot and improvements. Assessed value $2,500, assessed to Lillian Saunders for $83.75 taxes in arrears plus interest, costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Big Woods adjoining the land of(or formerly of) Edward Taylor containing lot and improvements. Assessed value $550, assessed to Thomas Washington for $18.45 taxes in arrears plus interest costs, and expenses to day of sale.

- 0 -

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Dudley's Corner-Crumpton Road adjoining the land of (or formerly of) George property containing lot. Assessed value $500, assessed to Marion B. and Ethel B. Wilson for $27.85 taxes in arrears plus interest, costs and expenses to day of sale.

- 0 -

ROYDEN N. POWELL, JR.
Treasurer for Queen Anne's County

ORDER OF NISI
Filed June 11, 1965

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1965 OF PROPERTIES ASSESSED TO THE FOLLOWING: LAURA BURKE, ANNIE CARROLL HEIRS, GEORGE C. CONYER, LAURA V. HANDY, JOHN W. HOLDEN, JR. HEIRS, PERKINS STARKEY, RAYMOND H. AND CATHERINE D. TILLER, GEORGE W. AND ELEANOR STUBBS, JAMES E. AND LOUISE THAWLEY, HENRY CHEERS ESTATE, WEBSTER MORRIS, JR. HEIRS, MARY A. WILSON, EDWARD B. AND LENA CHASE, HERBERT AND NORMA F. HENSLEY, MARY E. JOHNSON, AUDREY M. KOONTZ, ROBERT A. AND IRENE C. KUBIZNA, MARGARET H. KELLER, DAVE LOBMASTER, CLEARHOS AND HELEN LOGOTHETIS, I WILLIAM SCHIMMEL, JORDON [illegible] TAYLOR HEIRS, JOHN E. AND NELLIE WILSON, CLARENCE AND LILLIAN WOODWARD, EMIL A. ZODOR, JAMES COLEMAN AND BLANCHE CARPENTER, HATTIE COOPER, MARY HEATH, ARTHUR HUTCHINS, MARY E. LOVE HEIRS, C. EDWARD LEE AND GUY WESTHERLY, LIZZIE ROBINSON ROXANNA WHARTON, SALLIE WASHINGTON HEIRS, LLOYD R. AND DELORES HOXTER, WILBERT AND ELVA JACOBS, MARY E. ASHLEY, ROBERT B. BAYNE, WALLACE B. AND MARGARET L. CANNON, EDWARD J. AND CATHERINE R. HAMBLETT, THOMAS WASHINGTON, MARION B. AND ETHEL B. WILSON

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4704

* * * * * * * * *

ORDERED, this 11th day of June, 1965, that the tax sale made and reported in this cause by Royden N. Powell, Jr., Treasurer for Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 26th day of July, 1965, 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 17th day of June ,1965 , and ending on the 8th day of July, 1965.

And the report states amount of sales to Thirty-one Thousand Five Dollars ($ 31,005.00).

THOS J KEATING JR
JUDGE

Filed: June 11, 1965

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed May 20, 1966

NOTICE

In the Matter of the Tax Sales in Queen Anne's County, Maryland, for the year 1965, of properties assessed to the following: Laura Burke, Annie Carroll Heirs, George C. Conyer, Laura V. Handy, John W. Holden, Jr. Heirs, Perkins Starkey, Raymond H. and Catherine D. Tiller, George W. and Eleanor Stubbs, James E. and Louise Thawley, Henry Cheers, Estate, Webster Morris, Jr. Heirs, Mary A. Wilson, Edward B. and Lena Chase, Herbert and Norma F. Hensley, Mary E. Johnson, Audrey M. Koontz, Robert A. and Irene C. Kubizna, Margaret H. Keller, Dave Lobmaster, Clearhos and Helen Logothetis, I. William Schimmel, Jordon Taylor Heirs, John E. and Nellie Wilson, Clarence and Lillian Woodward, Emil A. Zador, James Coleman and Blanche Carpenter, Hattie Cooper, Mary Heath, Arthur Hutchins, Mary E. Love Heirs, C. Edward Lee and Guy Westherly, Lizzie Robinson, Roxanna Wharton, Sallie Washington Heirs, Lloyd R. and Delores Hoxter, Wilbert and Elva Jacobs, Mary E. Ashley, Robert B. Bayne, Wallace B. and Margaret L. Cannon, Edward J. and Catherine R. Hamblett, Thomas Washington, Marion B. and Ethel B. Wilson

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

No. 4704

ORDERED, this 11th day of June 1965, that the tax sale made and reported in this cause by Royden N. Powell, Jr., Treasurer for Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 26th day of July, 1965, 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 17th day of June, 1965, and ending on the 8th day of July, 1965.

And the report states amount of sales to be Thirty-one Thousand Five Dollars ($31,005.00).

THOS J. KEATING, R.
Judge

Filed: June 11, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S

RECORD-OBSERVER

Centreville, Md. March 23, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice in the matter of tax sales in Queen Anne's County, Maryland for the year 1965 of properties assessed in the circuit court for Queen Anne's County in Equity No. 4704

a true copy of which is annexed hereto, was published in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 9th day of July, 1965, and that the first insertion of said advertisement in said Queen Anne's Record-Observer was on the 17th day of June, 1965, and the last insertion on the 8th day of July, 1965.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed May 20, 1966

ORDER OF COURT RATIFING SALE
Filed May 20, 1966

[illegible] the Twentieth day of May in [illegible] and sixty-six, the following [illegible] were filed for [illegible], to wit:

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1965, OF PROPERTIES ASSESSED TO THE FOLLOWING: LAURA BURKE, ANNIE CARROLL HEIRS, GEORGE C. CONYER, LAURA V. HANDY, JOHN W. HOLDEN, JR. HEIRS, PERKINS STARKEY, RAYMOND H. AND CATHERINE D. TILLER, GEORGE W. AND ELEANOR STUBBS, JAMES E. AND LOUISE THAWLEY, HENRY CHEERS ESTATE, WEBSTER MORRIS, JR. HEIRS, MARY AA. WILSON, EDWARD B. AND LENA CHASE, HERBERT AND NORMA F. HENSLEY, MARY E. JOHNSON, AUDREY M. KOONTZ, ROBERT A. AND IRENE C. KUBIZNA, MARGARET H. KELLER, DAVE LOBMASTER, CLEARHOS AND HELEN LOGOTHETIS, I. WILLIAM SCHIMMEL, JORDAN TAYLOR HEIRS, JOHN E. AND NELLIE WILSON, CLARENCE AND LILLIAN WOODWARD, EMIL A ZADOR, JAMES COLEMAN AND BLANCHE CARPENTER, HATTIE COOPER, MARY HEATH, ARTHUR HUTCHINS, MARY E. LOVE HEIRS, C. EDWARD LEE AND GUY WESTHERLY, LIZZIE ROBINSON, ROXANNA WHARTON, SALLIE WASHINGTON HEIRS, LLOYD R. AND DELORES HOXTER, WILBERT AND ELVA JACOBS, MARY E. ASHLEY, ROBERT B. B AYNE, WALLACE B. AND MARGARET L. CANNON, EDWARD J. AND CATHERINE R. HAMBLETT, THOMAS WASHINGTON, MARION B. AND ETHEL B. WILSON	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4704

* * * * * * *

ORDERED this 20th day of May, 1966, 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 18th day of May, 1965, 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:

Laura Burke - First Election District
Annie Carroll Heirs - First Election District
George C. Conyer - First Election District
Laura V. Handy - First Election District
John W. Holden, Jr. Heirs - First Election District
Perkins Starkey - First Election District
Raymond H. and Catherine D. Tiller - First Election District
George W. and Eleanor Stubbs - Second Election District
James E. and Louise Thawley - Second Election District
Henry Cheers Estate - Third Election District
Webster Morris, Jr. Heirs - Third Election District
Mary A. Wilson - Third Election District
Edward B. & Lena Chase - Fourth Election District
Herbert and Norma F. Hensley - Fourt Election District
Mary E. Johnson - Fourth Election District
Audrey M. Koontz - Fourth Election District
Robert A. and Irene C. Kubizna - Fourth Election District
Margaret H. Keller - Fourth Election District
Dave Lobmaster - Fourth Election District
Clearhos and Helen Logothetis - Fourth Election District
I. William Schimmel - Fourth Election District
Jordan Taylor Heirs - Fourth Election District
John E. and Nellie Wilson - Fourth Election District
Clarence and Lillian Woodward - Fourth Election District
Emil A. Zador - Fourth Election District
James Coleman and Blanche Carpenter - Fifth Election District
Hattie Cooper - Fifth Election District
Mary Heath - Fifth Election District
Arthur Hutchins - Fifth Election District
Mary E. Love Heirs - Fifth Election District
C. Edward Lee and Guy Westherly - Fifth Election Disrrict
Lizzie Robinson - Fifth Election District
Rozanna Wharton - Fifth Election District
Sallie Washington Heirs - Fifth Election District
Lloyd and Delores Hoxter - Sixth Election District
Wilbert and Elva Jacobs - Sixth Election District
Mary E. Ashley - Seventh Election District
Robert B. Bayne - Seventh Election Disrrict
Wallace B. and Margaret L. Cannon - Seventh Election District
Edward J. and Catherine R. Hamblett - Seventh Election District
Thomas Washington - Seventh Election District
Marion B. and Ethel B. Wilson - 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 passes in these proceedings on the 11th day of June, 1965, 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 May 20, 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-first day of June in the year nineteen hundred and sixty-six, the following PETITION AND ORDER was filed for record, to wit:-

EXPARTE
IN THE MATTER OF
MARY RINGGOLD COCKEY
INCOMPETENT

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN
EQUITY. #4050

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Sudler Cockey, son and next of friend of Mary Ringgold Cockey respectfully shows:

(1) That Mary Ringgold Cockey, 88 years of age, has resided in Queen Anne's County all her life, except for the last year when she was admitted to the Eastern Shore State Hospital Cambridge, Maryland, where she is at the present time.

(2) That Maryland Ringgold Cockey is not now, and for over the last year past has not been capable of managing her property, by reason of mental disability/

(3) That your Petitioner attaches hereto, as a part hereof, marked exhibits "A" and "B" the Certificates of two medical doctors with respect to the mental condition of said Mary Ringgold Cockey.

(4) That so far as has come to the attention of your Petitioner, said Mary Ringgold Cockey owns the following personal property, via:

(a) 60 shares of stock in the Stevensville Bank of Maryland valued at $20.00 per share, a total of $1200.00.

(5) That there is no person having legal authority to take charge of said personal estate or to pay the expenses of said Mary Ringgold Cockey.

WHEREFORE, your Petitioner hereby applies for appointment as trustee for said alleged incompetent, and does, therefore pray this Honorable Court to pass an order (a) directing the said alleged incompetent to be summoned within ten (10) days, (b) requiring that a copy of this Petition, of said Order and of said summons be left with the alleged incompetent and with the person with whom the incompetent resides, (c) setting this Petition for hearing on or after fifteen (15) days from the date of said Order, and (d) allowing an appearance and answer at anytime before or after decree of appointment of a trustee for said alleged incompetent which may be passed by this Honorable Court in the premises.

Respectfully submitted:

J SUDLER COCKEY
Petitioner

Robert R. Price Jr.
Attorney for Petitioner

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

I HEREBY CERTIFY that on this 21st day of June, 1965, before me the subscriber a Notary Public of the State and County abovementioned personally appeared J. Sudler Cockey and made oath in dur form of law that the matter and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

GLADYS SPENCE FOSTER
NOTARY PUBLIC

Notary
Public
Seal.

Filed June 21, 1965

EXHIBIT A
Filed June 21, 1965

Exhibit A

I George E. Currier, M.D. hereby certify as follows:

(1) I am a medical doctor duly licensed to practive medicine in the State of Maryland and have been certified by the American Board of Psychology and Newuology.

(2) I have attended Mary Ringgold Cockey and I have given her a thorough examination this 11th day of June, 1956.

(3) I believe that she is incompetent to manage her property by reason of a mental disability caused by Chronic Brain Syndrome Associated With Senile Brain Disease, With Psychotic Reaction; the nature of which is confusion, disorientation of mental faculties; to the extent of total disability; and the probable duration is permanent.

GEORGE E CURRIER, M. D.

STATE OF MARYLAND, SS:
DORCHESTER COUNTY

Subscribed and sworn be before me this 11th day of June 1956.

BESSIE O'NEAL OREM
Notary Public

Notary
Public
Seal.

Filed June 21, 1956

EXHIBIT B
Filed June 21, 1956

Exhibit B

I Thomas J. Dredge, M.D. hereby certify as follows:

(1) I am a medical doctor duly licensed to practice medicine in the State of Maryland and have been certified by the American Board of Psycology and Neurology.

(2) I have attended Mary Ringgold Cockey and I have given her a thorough examination this 11th day of June, 1956.

(3) I believe that she is incompetent to manage her property by reason of a mental disability caused by Chronic Brain Syndrome Associated With Senile Brain Disease, With Psychotic Reaction; the nature of which is confusion, disorientation of deterioration of mental faculties; to the extent of total disability; and the probable duration is permanent.

THOMAS J. DREDGE, M.D.
Notary Public

Notary
Public
Seal

Filed June 21, 1956

ORDER OF COURT
Filed June 22, 1956

ORDER OF COURT

UPON the Petition, Affidavit, and Certificate heretofore filed in this cause, it is Ordered this 22nd day of June 1956 by the Circuit Court for Queen Anne's County, in Equity that Mary Ringgold Cockey, the alleged incompetent, be summed with ten (10) days from the date of this Order, and that within the same time a copy of the summons, petition and order shall be left with the said alleged incompetent and with the erson with whom the alleged incompetent resides; that said Petition be and it hereby set down for hearing before this Court at 10:00 o'clock A. Md., Daylight saving Time, on the 9th day of July, 1956, and the said Mary Ringgold Cockey, the alleged incompetent may appear and answer the premises at anytime before or after any decree which this Court may pass in the premises.

WM. R. HORNEY
JUDGE.

Filed June 22, 1956

DECREE OF APPOINTMENT
Filed July 13, 1956

EXPARTE IN THE MATTER OF MARY RINGGOLD COCKEY INCOMPETENT	: : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4050

The Petition, Doctors Certificates and Orders of Court thereon having been read and considered and the said Mary Ringgold Cockey appearing to have been summoned as provided by said Order and failing to appear either in person or by solicitor, as provided by said Order, IT IS THEREUPON this 13th day of July, 1956, Adjudged, Ordered and Decreed, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court that Mary Ringgold Cockey be and she is hereby declared to be incompetent and incapable of managing her property or estate.

AND IT FURTHER APPEARING that said incompetent is possessed of a personal estate of about Twelve Hundred Dollars ($1200.00) it is further Adjudged, Ordered and Decreed that J. Sudler Cockey be and he is hereby appointed Trustee of said incompetent's estate to take charge of same and manage the same under the direction of this Court, provided, however, that before the said J. Sudler Cockey shall proceed to act as Trustee in this cause a bond to the State of Maryland executed by himself, with a surety or surieties to be approved by this Court or by the Clerk of this Court in the penalties of Twelve Hundred and Fifty Dollars ($1250.00) if corporate surety is given, and in double that amount if personal surety is given, conditioned for the faithful performance of the duties of said Trustee, and for the faithful performance and execution of the trust reposed in him by this and any further decree or order in the premises.

WM. R. Horney
Judge

INQUISITION
Filed March 26, 1957

IN THE MATTER OF MARY RINGGOLD COCKEY Non Compos Mentis	: : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY

This Inquisition, taken this 26 day of March, 1957, at Centreville, Queen Anne's County, Maryland, by virtue of the annexed writ de lunatico inquirendo, upon the oaths of twelve good and lawful men and wome, who being duly sworn do witnesseth:

That the Said Jurors aforesaid do find that the said Mary Ringgold, in said writ named, is of unsound mind without lucid intervals so that she is not capable of the government of herself or the management of her estate and that she is not capable of the government of herself or the management of her estate and that she has been in such state of mind for more than 2 years.

AND the Jurors do further find that there is no reasonable expectation of her recovery.

AND the Jurors do further find that the said Mary Ringgold Cockey is seized and possessed of both real and personal estate, thereal estate being situate in Queen Anne's County, Maryland, and being of a value of approximately $4500.00, a value of approximately $25.00.

AND the Jurors do further find that the next of kin and only heirs at law of the said Mary Ringgold Cockey are Frances Cockey Gallaway, daughter and J. Sudler Cockey, son, both adults.

IN WITNESS WHEREOF the Jurors aforesaid have hereunto subscribed their names and affixed their seals the day and year herein first above written.

G. WILLARD NEIGHBORS	(SEAL)
AMANDA F. BRYAN	(SEAL)
BESSIE M. BARTON	(SEAL)
A. A. MACGLASHAN IV	(SEAL)
MARGARET W. SELBY	(SEAL)
ROBERT T. NEWELL	(SEAL)
JOSEPH S. HANDLEY	(SEAL)
E. STANLEY MORRIS	(SEAL)
CLYDE H. CECIL	(SEAL)
ANNA L. ROGERS	(SEAL)
HENRY SATTERFIELD	(SEAL)
JOSEPH L. MILCHLING	(SEAL)

Filed March 26, 1957

PETITION
Filed April 30, 1957

EX PARTE IN THE MATTER OF MARY RINGGOLD COCKEY LUNATIC	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4050

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Sudler Cockery, Committee in this Cause, unto Your Honors respectfully shows:

1- That your Petitioner is the duly appointed and qualified committee of the estate of Mary Ringgold Cockey, and has filed his approved bond with the Clerk of Court.

2- That the said lunatic is now eighty-nine years of age, and is a patient at the Eastern Shore State Hospital, Cambridge, Maryland.

3- That a part of the corpus of this trust estate consists of the following described real estate, to wit:-

All that lot or parcel of land situate on the public road leading from Stevensville to Stevensville Station on the western side of said road and located in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, in the Fourth Election District of Queen Anne's County, Maryland, said lot hereby conveyed adjoining the lands of William D. Baxter, and having a frontage on said road of 110 feet, said lot being described as beginning at the front east corner of said William D. Baxter lot and running northeast with said road 110 feet, thence west 335, thence southwest 110 feet, thence east with the line of Wm. D. Baxter lot 335 feet to the point of beginning;

Being Parcel #2 of the land conveyed unto James S. Cockey and Mary R. Cockey, by deed dated 6/28/1939 and recorded in Liber A.S.G.Jr., #1, folio 380, a land record book for Queen Anne's County; Said James S. Cockey having since departed this life;

4- That a sale of said real estate appears to be to the interest and advantage of said lunatic for the reason that your Petitioner has been unable to find any person to rent the dwelling house situate on said land without making extensive repairs, and the house is deteriorating and depreciating in value rapidly.

5- That Your Petitioner believing that a sale thereof would be to the interest and advantage of the lunatic, has entered into an agreement with Charles M. Bright, to sell said real estate for the sum of $4,600.00 upon the terms therein set forth; copy of which marked "Petitioners Exhibit A" is filed herewith as a part hereof;

TO THE END THEREFORE:

1- That said real estate may be sold, and the money arising therefrom to be applied to the support of said lunatic and other reasonable and proper expenses as may hereafter be incurred for her.

2- That your Petitioner may be authorized and directed to convey the said real estate unto the said Charles M. Bright, upon the terms set forth in said agreements, after the payment in full of said purchase money, by a good and sufficient deed, conveying the property so sold to them, free and clear and discharge of all claims of the said Mary Ringgold Cockey;

3- That your Petitioner may have such other and further relief in the premises as his case may require.

AND AS IN DUTY BOUND, ETC.

ROBERT R. PRICE JR.
Robert R. Price, Jr.
Solicitor for Petitioner

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

I HEREBY CERTIFY That on this 29th day of March, 1957, be fore me the subscriber a Notary Public of the State and County abovementioned personally appeared Robert R. Price, Jr., Solicitor for J. Sudler Cockey, Trustee, and made oath in due form of law that the matters and facts in the aforegoing PETITION are true and bona-fide to the best of kis knowledge and belief.

WITNESS my hand and notarial seal the day and year last above written.

Notary
Public
Seal.

GLADYS SPENCE FOSTER
Gladys Spence Foster
Notary Public

Filed April 30, 1957

EXHIBIT "A" STANDARD CONTRACT OF SALE

THIS AGREEMENT OF SALE, made this 5th day of January nineteen hundred and fifty seven, between J. Sudler Cockey, Trustee Bendor, and Charles M. Bright, his heirs or assigns Vendee,

WITNESSETH that the said Vendor do hereby gargain and sell unto said Bendee and the latter does hereby purchase from the former the following described property, situate and lying in Stevensville, Queen Anne's County, State of Maryland, known as the J. Sudler Cockey home place, consisting to an eight-room frame dwelling and all the land belonging thereto.

The seller does hereby agree to Petition the Court for the approval of this Contract of Sale and this sale is subject to the approval thereof. at and for the price of Forty Six Hundred dollars Dollars ($4,600.00) of which Five Hundred dollars Dollars ($500.00) have been paid prior to the signing hereof, and the balance to be paid as follows: That is to say, the remaining purchase money in the amount of Forty One Hundred Dollars ($4,100.00) shall be paid in cash, on or before, March 15th, 1957, without interest thereon in the meantime.

Taxes and insurance shall be proportioned up to the day of transfer of the title.

Possession to be given upon transfer of the title.

It is understood that Charles E. Senseney, Real Estate Salesman, has brought about this sale and the seller does hereby agree to pay him the sum of $100.00 commission out of these proceeds at the time of Settlement.

And upon the payment of the unpaid purchase money, a deed which shall convey the property by a good and merchantable title to the Vendee shall be executed by the Vendor at the Vendee's expense.

Witness our hands and seals.

Witnesses:

J R COURSEY

J R COURSEY

J.SUDLER COCKEY (Trustee) (SEAL)
J. Sudler Cockey, Trustee
for Mary R. Cockey

CHARLES M. BRIGHT (SEAL)
Charles M. Bright

Filed April 30, 1957

DECREE
Filed May 17, 1957

IN THE MATTER OF
MARY RINGGOLD COCKEY
Non Compos Mentis

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

DECREE

The Petition and Testimony having been read and considered, and the Court deeming it to be to the interest and advantage of Mary R. Cockey, Incompetent, it is this 17th day of May, 1957, by the Circuit Court for Queen Anne's County, in Equity, After considering all of the circumstances, ADJUDGED, ORDERED AND DECREED, that J. Sudler Cockey, Trustee, in the above entitled cause be and he is hereby authorized, empowered and directed to sell to Charles M. Bright the lot or parcel of land known as "Cockey Residence" described in the petition and testimony, at and for the sum of $4600.00, and that the contract entered into by and between the said J. Sudler Cockey, Trustee and Charles Bright, for the sale of said parcel or lot of land be and the same is hereby ratified and confirmed.

It is further ADJUDGED, ORDERED AND DECREED that said J. Sudler Cockey, Trustee, be and he is hereby authorized, empowered and directed upon the payment to him of the sum of $4600.00, and the final ratification of said sale by the Court after the passage of the usual Order Nisi thereon, and not before, the said Trustee shall by a good and sufficient deed to be by him executed and acknowledged agreeably to law, grant and convey unto Charles M. Bright, his heirs and assigns, the property and estate so described in the Petition and Testimony free, clear and discharged of all the right, title and estate of Mary R. Cockey, Incompent, and of those claiming by, through and under her, or any of them; and the said Trustee shall hold the fund so received from said sale subject to the order of this Court, after first, deducting the cost of this proceeding and of said sale, and such commission to the said trustee as this Court shall think proper to allow.

WM. R. HORNEY
JUDGE

Filed May 17, 1957

REPORT OF SALE
Filed June 4, 1957

IN THE MATTER OF
MARY RINGGOLD COCKEY
NON COMPOS MENTIS

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4050

REPORT OF SALE

The Report of J. Sudler Cockey, Trustee of Mary R. Cockey, Incompetent, to Your Honors respectfully states:

That pursuant to the authority and direction to your trustee granted by a decree of this Court dated May 17, 1957, your trustee has sold unto Charles M. Bright, the property mentioned in said decree, being described as follows:

ALL that lot or parcel of land situate on the public road leading from Stevensville to Stevensville Station on the western side of said road and located in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, said lot hereby conveyed adjoining the land of William D. Baxter and having a frontage on said road of 110 feet, said lot being described as beginning at the front east corner of said William D. Baxter lot and running northeast with said road 110 feet; thence west 335 feet, thence southwest 110 feet, thence east with the line of William D. Baxter lot 335 feet to the point of beginning;

Being Parcel #2 of the land conveyed unto James S. Cockey and Mary R. Cockey by deed dated June 28, 1939 and recorded in Liber A.S.G.Jr., #1, folio 380, a Land Record Book for Queen Anne's County; the said James S. Cockey having since departed this life;

That your Trustee further reports that he has sold said property in accordance with the terms and conditions set forth in the Contract of Sale between J. Sudler Cockey, Trustee, and Charles M. Bright, dated January 5, 1957 and filed in this cause as "Petitioners Exhibit A" wherein the purchase price for said property is stated to be $4600.00.

And the Trustee further reports that he has received a downpayment of $500.00 in accordance with the Contract of Sale and the balance will be paid upon settlement.

Respectfully submitted:

J. SUDLER COCKEY
J. Sudler Cockey, Trustee

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

I HEREBY CERTIFY that on this 4th day of June, in the year nineteen hundred and fifty-seven before me ths subscriber a Notary Public of the State and County abovementioned personally appeared J. Sudler Cockey, trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein was fairly made.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY
PUBLIC
SEAL

GLADYS SPENCE FOSTER
NOTARY PUBLIC

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed July 5, 1957

NISI

In The Matter of
Mary Ringgold Cockey
Non Compos Mentis

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

No. 4050

ORDERED, this 4th day of June, 1957, that the sale of real estate made and reported in this cause by J. Sudler Cockey, trustee, be ratified and confirmed, on or after the 5th 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 13th day of June, 1957, and ending on the 27th day of June, 1957.

The report states the amount of sales to be $4,600.00.

T. SORDEN PIPPIN, Clerk

Filed: June 4, 1957
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 5, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does heregy certify that the NISI in the estate of Mary Ringgold Cockey, 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 5 day of July, 1957 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of June, 1957, and the last insertion on the 27 day of June, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed July 5, 1957

FINAL ORDER OF RATIFICATION
Filed July 5, 1957

ORDERED by the Circuit Court for Queen Anne's County, in Equity this 5th day of Jyly, 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, and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

WM. R. HORNEY
JUDGE.

Filed July 5, 1957

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirty-first day of December in the year nineteen hundred and sixty-three, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

JOSEPH I. HUSEMAN AND RICHARD H. LERCH, TRUSTEES	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
HOWARD L. BROWN AND LILLIAN BROWN, HIS WIFE	:	IN EQUITY
Defendants	:	NO. 4598

: : : : : : : : : :

ORDER TO DOCKET SUIT FORECLOSING DEED OF TRUST AND MILITARY AFFIDAVIT

MR. CLERK:

Please docket the above entitled case and file the Deed of Trust to Joseph I. Huesman and Richard H. Lerch, Trustees, from Howard L. Brown and Lillian Brown, his wife, dated October 19, 1961, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 63, folio 268, as Exhibit A, and enter my appearance for the Trustees.

JOSEPH I. HUESMAN
Joseph I. Huesman

LERCH AND HUESMAN
Lerch and Huesman,
Attorneys for Trustees,
504 Maryland Trust Building
Baltimore 2, Maryland
LE 9-0155

Filed Dec. 31, 1963

MILITARY AFFIDAVIT

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the said State in and for said City, personally appeared JOSEPH I. HUESMAN, one of the Trustees in this cause, and made oath in due form of law that the said Howard L. Brown and Lillian Brown, his wife, are not in the military service of the United States of America, as defined by the Soldiers and Sailors Civil Relief Act of the United States, to the best of his knowledge, information and belief.

AS WITNESS my hand and Norarial Seal this 30th day of December, 1963.

Notary
Public
Seal.

URSULA F. MCCORMICK
Ursula F. McCormick, Notary Public

Filed Dec. 31, 1963

EXHIBIT A
Filed Dec. 31, 1963

No. 46906 RECEIVED FOR RECORD No. 13, 1961 Re57525

DEED OF TRUST --- MARYLAND

78-124

THIS DEED made this 19th day of October, 1961, by and between Howard L. Brown and Lillian Brown, his wife, also known as Lillian Saunders hereinafter referred to as "Grantors" and Joseph I. Huseman and Richard H. Lerch, Trusrees, hereinafter referred to as "Thustees."

1. WHEREAS, Grantors are justly indebted unto WISE HOMES OF Elkton INC., hereinafter referred to as "Noteholder"(and as used hereinafter the term "Noteholder" includes, in addition to the said Wise Homes of Elkton, Inc., its successors and assings), in the full sum of Six thousand four hundred fifty nine dollars and 60/100 Dollars ($6,459.60) for which amount the said Grantors have signed and delivered Grantors' promissory note bearing even date herewith and payable in equal consecutive monthly installments of $76.90 each, beginning 19 December, 1961, with interest upon any installment unpaid when due, and/or upon the unpaid balance after maturity, at the rate of 6% per annum. Said note is payable at P. O. Box 3055, Greensboro, N. C., or at such otherplace as Noteholder may designate in writing from time to time.

Said note provides that should any default be made in the payment of any part or installment thereof when due and payable as above expressed or in the event of the breach of any of the covenants in this deed of trust, the entire unpaid balance shall, at the option of the holder, become due and payable im-

mediately without notice.

2. Grantors desire to secure the prompt payment of the sum payable under the Grantors' promissory note when and as the same shall become due and payable, together with any renewals or extensions of said not, and together with all taxes, assessments and insurance premiums, and all costs and expenses incurred in respect thereto, including counsel fees of 15% incurred or paid by the Trustees, or substituted trustee, or by any person hereby secured in the event said note is placed in the hands of an attorney for collection or on account of any ligigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof at the rate of 6% per annum.

3. Grantors, in consideration of the premises, and of One Dollar ($1.00), to them in hand paid by Trustees, receipt of which is hereby acknowledged, have granted and conveyed, and do hereby grant and covney unto Trustees, their successors and assigns forever in Trust, all the following described land and premises situated in the County of Queen Anne&s and State of Maryland, known and distinguished as:

ALL that lot or parcel of land situated, lying and being in the seventh Election District of Queen Anne's County, State of Maryland, on the South side of the public road from Pondtown to Church Hill adjoining the lands of, or formerly of, The Trustees of Bethel Church and that land of, or formerly of, Thomas Cooper, and Emmanuel Spencer, and more particularly described as follows:

BEGINNING at a point at the South-East corner of the intersection of the Pondtown to Church Hill Road and the Pondtown Church Road and running in a southerly direction along the eastern margin of the Pondtown Church Road a distance of 618' to a point, this being the point of beginning, thence in a southerly direction parallel to the eastern margin of the Pondtown Church Road a distance of 90' to a point; thence in an easterly direction perpendicular to Pondtown Church Road a distance of 172' as measured to a point; thence in a northerly direction along the western boundry of Cooper's land a distance of 90' to a point; thence in a westerly direction perpendicular to aformentioned road a distance of 174' back to the point of beginning:

BEING the same land granted and conveyed unto Wallace S. Sannders and Lillian Saunders by deed dated the 22nd. day of March 1960 by Daniel Bratcher, Jr. and wife and recorded in Liber T.S.P. No. 54, folio 103 of the Land Records of Queen Anne's County.

4. The parties hereto agree that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, regrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed, together with all rentals, income, issues, and profits that may accrue from said premises or any part thereof, part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

5. TO HAVE AND TO HOLD the above described property to the said Trustees, and their successors in trust forever, together with all the appurtenances, hereditaments, improvements, fixtures, rights, privileges, and easements thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of Grantors, of, in, to or out of the same.

6. IN AND UPON THE TRUST, NEVERTHELESS, hereinadter declared; that is to say: In Trust to permit Grantors, or assigns, to use and occupy the said described land and premises and the rents, issues and profits thereof, to take, have and apply to and for their sole use and benefit until default be made in the payment of the promissory note hereby secured, or any installment thereof, when and as the same shall become due and payable, or in payment of any proper cost, expense or other sums in and about the same as herein provided, or until default be made in any of the terms or conditions of this deed of trust;

7. Upon the full payment of all of said note and all montys advanced or expended as herein provided, and all other costs, charges, commissions and expenses at any time before the sale hereinafter provided for, and upon full performance of all of the terms and conditions hereof, the Trustees will release and reconvey the said described premises unto the said Grantors, or their heirs, successors or assigns, at Grantors' cost and expense.

8. AND UPON THIS FURTHER TRUST, that upon any default or failure being made in the payment of said note, or of any installment thereof when and as the same shall become due and payable, or upon default being made in the payment after demand therefor of any money advanced as therein provided for, or in the payment of any proper costs, charge, commission or expense in and about the same, all of which Grantors hereby covenant and agree to pay, or upon a breach of any of the terms and conditions hereof by Grantors, then and at any time thereafter the Trustees (either of whom may act hereunder) shall have the power and it shall be their duty to sell, and in case of any default of any purchaser, to resell the said described land and premises at public auction, upon such terms and conditions,in such parcels, at such time and place, and after such previous public advertisement as Trustees acting in the execution of this trust shall deem advantageous and proper; and to convey the same fee simple, upon compliance with the terms of sale, to the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money and of the proceeds of said sale or sales. The proceeds of any such sale shall be applied as follows: FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for incident to such sale, an attorney's fee of $75.00, and any necessary documentary stamps or transfer taxes, and all moneys advanced or expended pursuant to the terms hereof, with interest thereon as provided

herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation, a commission on the amount of said sale or sales equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; SECONDLY, to pay whatever may then remain unpaid of said note if the same shall be due or not, it being agreed that said note shall, upon said sale being made before the maturity of said note be and become immediately due and payable at the election of the holder thereof; THIRDLY, to pay the remainder of said proceeds, if any there be, to said Grantors, their heirs, successors, or assigns (or the person or persons legally entitled thereto), upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

9. Grantors hereby covenant and agree that they will, during the continuance of this trust, keep the buildings now upon the said property herein conveyed, or that may hereafter be erected thereupon during the continuance of this trust, unceasingly insured for their full insurable value against loss or damage from fire and tornado and such other risks as may be specified by the Noteholder, in companies acceptable to the Noteholder, and will deliver each such prlicy, with satisfactory mortgage clause attached, to the Noteholder, promptly, and that they will pay the premium or premiums for such insurance promptly as the same becomes due and payable, and in case they should fail to furnish such insurance or to pay such premiums, thereon, then the Noteholder shall have the right to procure such insurance and to pay such premiums and collect the amount so paid from Grantee, with interest at six per centum per annum from the time or times of payment until so collected, and this deed of trust shall be and remain security for the payment of same.

10. If the premises covered hereby or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amount paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Noteholder, and at Noteholder's option may be applied to the sum secured hereby or released for the repairing or rebuilding of the premises.

11. Grantors hereby covenant and agree that they will during the continuance of this trust, keep the buildings, improvements, appurtenances and fixtures now upon the said property herein conveyed, or that may hereafter be erected, placed or attached thereupon during the continuance of this trust, in a state of goof order and repair and fully protected from the elements to the satisfaction of the Noteholder, and will not commit or permit any waste thereof; and should Grantors fail to conform to any or all of the above stipulations, the Noteholder shall then have the right to make such repairs as may be necessary to keep the buildings, improvements, appurtenances and fixtures in good order and repair, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment, and this deed of trust shall be and remain security for the payment of same.

12. Grantors further covenant and agree that they will pay all taxes, charges and assessments which may be levied or assessed against the property hereby conveyed; and Grantors further covenant and agree not to suffer or permit all or any part of said taxes, charges or assessments to become or remain delinquent, or to permit the property or any part thereof to be sold for taxes, and further to furnish annually to Noteholder all tax and assessment receipts ahowing full payment of said taxes, charges or assessments; that should Grantors fail to pay all or any part of said taxes, charges or assessments which shall be levied or assessed against any of said property, then the Noteholder may, at Noteholder's option, pay said taxes, charges or assessments, or redeem the property from tax sale, if it has been sold, and the Grantors hereby agree to repay to Noteholder any and all sums which may have been paid or for which Noteholder may have become obligated in paying said taxes, charges or assessments, or in redeeming said property from any tax sale, together with interest at six per centum per annum from the date the same shall have been paid, and this deed of trust shall cover the same and stand as security therefor.

13. Grantors ageee to pay all sums, including costs, expenses and reasonable attorney's fees, which Noteholder may incur or expend in any proceeding to sustain the lien of this deed of trust or its priority, or in defending against the liens or claims of any person or persons asserting priority over this deed of trust, together with interest on any such sums at the rate of six per centum per annum until paid, and this trust shall stand as security therefor.

14. If default be made in the payment of all or any part of the sums hereby secured, at the time and place provided in the note, hereinbefore referred to, or in this deed of trust, or if the said Grantors shall suffer or permit waste on the premises herein granted and conveyed, or permit any mechanic's or other liens arising either by contract or law which might be prior in lien to this deed of trust to be created or rest upon all or any part of said premises hereby granted and conveyed without paying the same or procuring the release and discharge of said premises from said lien or liens within thirty (30) days, or instituting legal procedure, approved by Noteholder for the removal of said lien or liens, and to prosecute the same to its normal conclusion within a reasonable time, or shall make default in the full performance of each, any or all of the stipulations, convenants and agreements of this deed of trust, then and in each and every such case the entire principal sum secured by this deed of trust with all interest accrued thereon and all amounts secured hereby shall, at the option of Noteholder, be and become at once due and payable without notice or demand and may at any time thereafter be collected by any legal or equitable proceedings.

15. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustees acting shall be entitled to one-hald (1/2) the commission above provided, to be computed on the unpaid balance of the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

16. Grantors covenant that they will warrant generally the land and premises hereby

conveyed, and that they will execute such further assurances of said land as may be requisite or necessary.

17. THE COVENANTS herein contained shall bind, and the benefits and advantages thereof 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.

18. Grantors further covenant and agree that should they suffer or permit a delinquency to occur in an installment or other payment for taxes, charges, assessments and insurance, the Noteholder may, at Noteholder's option, engage legal counsel to collect the said delinquent installment, taxes, charges, assessments and insurance and Grantors will reimburse Noteholder for all such reasonable attorney's fees and the failure of Grantors promptly to make such reimbursement shall, at the option of the Noteholder, constitute a default in the terms of this deed of trust.

It is further understood and agreed that Grantors will, upon demand of Noteholder, deposit monthly sums sufficient to cover the pro rata charges necessary to pay all taxes, assessments and hazards insurance, such sums to be estimated by Noteholder and held to be used only for the payment of the above charges.

19. The holder of the indebtedness secured by this deed of trust shall be entitled to remove, substitute or add a trustee or trustees, at is option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the County in which the aforesaid premises, or a part thereof, is situated, subject to any applicable statutory provisions.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered in
The Presence of:

ROLLIN W. SIMPSON

HOWARD L.BROWN (SEAL)
Howard L. Brown

LILLIAN BROWN (SEAL)
Lillian Brown

STATE OF MARYLAND)
) SS:
COUNTY of QUEEN ANNE'S)

I HEREBY CERTIFY, that on this 19th day of October, 1961, before me, a Notary Public of MARYLAND the undersigned officer, personally appeared Howard L. Brown and Lillian Brown, his wife, also known as Lillian Saunders known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary
Public
Seal
My Commission expires:

May 6, 1963
May 6, 1963

JOHN J. FRANCE
John J France Notary Public

Two-Five Dollar Fifty Cent;
One Two Dollar Twenty Cent
State Stamps. Endorsed 11-3-61

STATEMENT OF DEBT DUE
UNDER DEED OF TRUST

Filed Dec. 31, 1963

JOSEPH I. HUESMAN AND RICHARD H. LERCH, TRUSTEES Plaintiffs	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
HOWARD L. BROWN AND LILLIAN BROWN, HIS WIFE Defendants	:	MARYLAND
	:	IN EQUITY
		NO. 4598

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

STATEMENT OF DEBT DUE UNDER DEED OF TRUST

Statement of Claim by Wise Homes of Elkton, Inc., a body corporate, under a deed of trust from Howard L. Brown, and Lillian Brown, his wife, dated October 19, 1961, and recorded agong the Land Records of Queen Anne's County in Liber T.S.P. No. 63, folio 268, to Joseph I. Huesman and Richard H. Lerch, Trustees, securing a deed of trust note of even date, in the principal amount of $6,459.60

from the said Howard L. Brown and Lillian Brown, his wife, to Wise Homes of Elkton, Inc., a body corporate.

Balance due on principal	$6,459.60
Interest at 6% per annum from 1/19/62 to 8/19/63 (577 days at $1.059 per day)	612.69
TOTAL DUE	$7,072.29

WISE HOMES OF ELKTON, INC.

BY: JAMES T. PORTER
James T. Porter, President

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD, TO WIT:

I HEREBY CERTIFY, that on this 31st day of October, 1963, before me, a Notary Public of the State and County aforesaid, personally appeared JAMES T. PORTER, President of WISE HOMES OF ELKTON, INC., and made oath in due form of law that the foregoing is a true statement of the amount of debt due under the deed of trust filed in this case now remaining due and unpaid.

Notary
Public
Seal

MARY G. BROWNING
Mary G. Browning Notary Public
My Commission Expires January 25,1964

Filed Dec. 31, 1963

CERTIFIED COPY OF BOND
Filed June 11, 1964

RECEIVED FOR RECORD June 11, 1964

NEW AMSTERDAM CASUALTY COMPANY
227 St. Paul Street, Baltimore, Maryland

BOND NO. 0466-0248-1099-64

KNOW ALL MEN BY THESE PRESENTS: That we, Joseph I. Huesman and Richard H. Lerch, of #504 Maryland Trust Building, Baltimore 2, Maryland, Trustees, as Principals, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York with offices at #227 St. Paul Street, Baltimore 2, Maryland, 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, to be paid to the said State or it's certain attorney or assigns, to the payment thereof, 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 4th day of June, 1964.

WHEREAS: the above bounded Joseph I.Huseman and Richard H. Lerch, Trustees by virtue of a Deed of Trust dated October 19, 1961 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber TSP No. 63, Folio 268, have been authorized and empowered as trustees to sell real estate mentioned in the proceedings in the case entitled Joseph I. Huesman, et al, Trustees vs. Howard L. Brown and wife, now pending in the Circuit Court for Queen Anne's County, Maryland, in Equity No. 4598.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Joseph I. Huesman and Richard H. Lerch, Trustees, do and shall well and faithfully perform the trust reposed in them by any future decree or order in the premises, then the avove bbligation to be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness as to Principals:

URSULA F. McCORMICK

URSULA F. McCORMICK

JOSEPH I. HUESMAN
Joseph I. Huesman

RICHARD H. LERCH
Richard H. Lerch

Witness as to Surety:

J. McDUFFIE
J. McDuffie

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. NICHOLS
R.H. Nichols, Attorney-in-fact

Security approved and Bond filed
June 11, 1964

CHARLES W. CECIL , Clerk

CERTIFIED COPY OF POWER ATTORNEY ATTACHED

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied

from Liber C.W.C. No. 1, folio 58, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th day of June in the year nineteen hundred and sixty-four.

CHARLES WILCECIL
Clerk

REPORT OF SALE
Filed June 23, 1964

JOSEPH I. HUESMAN AND RICHARD H. LERCH, TRUSTEES Plaintiffs	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
HOWARD L. BROWN AND LILLIAN BROWN, HIS WIFE Defendants	:	MARYLAND
	:	IN EQUITY
	:	NO. 4598

REPORT OF SALE

The report of sale of Joseph I. Huesman and Richard H. Lerch, Trustees named in a certain deed of trust from Howard L. Brown and Lillian Brown, his wife, dated October 19, 1961, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 63, folio 268,

That default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause and in the payment of the interest thereon, and in other terms and conditions of said Deed of Trust, your Trustees, acting under the power and authority conferred upon them in said Deed of Trust, and at the request of the party secured, and having complied with all the requirements of law, after giving notice of the time, place, manner and terms of sale by advertisements inserted in Queen Anne Record-Observer, a weekly newspaper published in Queen Anne's County, Maryland, for at least three (3) successive weeks prior to the day of sale, as will appear by reference to the certificate of publication of said notice of sale by Queen Anne Record-Observer filed herein, and after giving bond with approved security for the faithful performance of their trust, did, pursuant to said notice of sale, attend at the Court House Door, Centreville, Queen Anne's County, Maryland, on Tuesday, June 23, 1964, at 11:30 o'clock a.m. (D.S.T.) and then and there proceed to sell the property mentioned in these proceedings in the following manner, that is to say:

Your Trustees offered at public sale to the highest bidder the property, together with the improvements thereon, situate in Queen Anne's County, Maryland, described in said Deed of Trust, as follows:

> BEGINNING at a point at the South-East corner of the intersection of the Pondtown to Church Hill Road and the Pondtown Church Road and running in a southerly direction along the eastern margin of the Pondtown Church Road a distance of 618' to a point, this being the point of beginning, thence in a southerly direction parallel to the eastern margin of the Pondtown Church Road a distance of 90' to a point; thence in an easterly direction perpendicular to Pondtown Church Road a distance of 172' as measured to a point; thence in a northerly direction along the western boundary of Cooper's land a distance of 90' to a distance of 90' to a point; thence in a westerly direction perpendicular to aforementioned road a distance of 174' back to the point of beginning.

And after having read the aforesaid desdription and the notice of sale, and recited other pertinent facts concerning the property that were within the knowledge of your Trustees, your Trustees sold said property unto SOUTHERN HOLDING CORP. at and for the sum of Fifteen hundred and no/100 Dollars ($1,500.00) said purchaser being, at that price, the highest bidder for said property, the terms of sale being: $500.00 cash, or by certified check, at the time and place of sale, balance of purchase money upon final ratification of said sale by Circuit Court for Queen Anne's County, to be secured to the satisfaction of the undersigned and to bear interest from date of sale to settlement, or all cash, at option of purchaser at time andplace of sale; taxes to be adjusted to date of sale; all costs of survey, transfer, deed, title papers, revenue stamps, etc. at cost of purchaser; terms of sale to be complied with within five days after final ratification thereof by Court, otherwise property will be resold at the risk and cost of the defaulting purchaser or purchasers.

And your Trustees attach hereto as a part hereof the affidavit of said purchaser.

Respectfully submitted,

JOSEPH I. HUESMAN
Joseph I. Huesman
RICHARD H. LERCH
Richard H. Lerch
- Trustees

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 23rd day of June, 1964, before me, the subscriber, a Notary Public of the City and State aforesaid, in and for the same, personally appeared JOSEPH I. HUESMAN and RICHARD H. LERCH, 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 maid.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

URSULA F. McCORMICK
Ursula F. McCormick,
Notary Public

Filed June 23, 1964

JOSEPH I. HUESMAN AND

AFFIDAVIT OF PURCHASER
Filed June 23, 1964

JOSEPH I. HUESMAN AND RICHARD H.LERCH, TRUSTEES Plaintiffs	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
HOWARD L. BROWN AND LILLIAN BROWN, HIS WIFE Defendants	:	MARYLAND
	:	IN EQUITY
	:	NO. 4598

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

AFFIDAVIT OF PURCHASER

STATE OF GEORGIA)
) TO WIT:
COUNTY OF FULTON)

I HEREBY CERTIFY, that on this 23rd day of June, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES T. PORTER, Vice President of SOUTHERN HOLDING CORP. purchaser of the property at the public foreclosure sale mentioned in these proceedings, and made oath in due form of law that SOUTHERN HOLDING CORP. is the purchaser of said property, and has purchased the same as principal and not as agent for anyone else, and that it has not, nor has anyone connected with it, directly or indirectly, discouraged anyone from bidding for said property.

Corporate
Seal

JAMES T. PORTER
James T. Porter, Vice President

SUBSCRIBED AND SWORN to before me, the day and year above written.

JANICE ROSE HAYES
Notary Public

Notary
Public
Seal

Notary Public, Georgia, State at Large
My Commission Expires Ja. 30, 1968

Filed June 23, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 23, 1964

LERCH AND HUESMAN
Attorneys at Law
504 Maryland Trust Building
Baltimore 2, Maryland

TRUSTEE'S FORECLOSURE SALE
OF
RESIDENITAL PROPERTY

On East Side of Pondtown Church Road
7th Election District
Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain Deed of Trust to Joseph I. Huesman and Richard H. Lerch, Trustees, from Howard L. Brown and Lillian Brown, his wife, dated October 19, 1961, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 63, folio 268, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees, named in said

Deed of Trust, will offer for sale at public auction in front of the Court House Door in Centreville, Queen Anne's County, Maryland, all that lot or parcel of ground described by metes and bounds in the aforesaid Deed of Trust on

TUESDAY, JUNE 23, 1964

at 1:30 o'clock a.m. (D.S.T.)

The property is improved by a one-story frame dwelling.

TERMS OF SALE: $500.00 cash, or by certified check, at the time and place of sale, balance of purchase money upon final ratification of said sale by Circuit Court for Queen Anne's County, to be secured to the satisfaction of the undersigned and to bear interest from date of sale to settlement, or all cash, at option of purchaser at time and place of sale. Taxes to be adjusted to date of sale. All costs of survey, transfer, deed, title papers, revenue stamps, etc., at cost of purchaser. Terms of sale to be complied with within five days after final ratification thereof by Court, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

JOSEPH I. HUESMAN
RICHARD H. LERCH
Trustees

Auctioneer: W. J. Barcus, Jr.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 23, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustees' Foreclosure Sale in the case of Joseph I. Huesman and Richard H. Lerch, Trustees from Howard L. Brown and Lillian Brown 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 23 day of June, 1964, and that the first insertion of said QUEEN ANNE'S RECORD-OBSERVER was on the 4 day of June 1964 and the last insertion on the 18 day of June , 1964.

THE RECORD-OBSERVER
CORPORATION

By MARY L. WALTERS

Filed June 23, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed June 23, 1964

ORDER NISI ON SALE

Joseph I. Huesman and Richard H. Lerch, Trustees Plaintiffs vs. Howard L. Brown and Lillian Brown, his wife Defendants	In the Circuit Court for Queen Anne's County In Equity Cause No. 4598

ORDERED, this 23rd. day of June, 1964, that the sale of the real property, made and reported in this cause by Joseph I. Huesman and Richard H. Lerch, Trustees, be ratified and confirmed, on or after the 24th. day of July, 1964, 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 17th. day of July, 1964.

The report states the amount of sales to be $1500.00.

CHARLES W. CECIL Clerk

Filed June 23, 1964

EXCEPTION TO RATIFICATION OF SALE
Filed July 20, 1964

Joseph I. Huesman and Richard H. Lerch, Trustees, Plaintiffs vs. Howard L. Brown and Lillian Brown, his wife, Defendants	In The Circuit Court For Queen Anne's County In Equity Cause No. 4598

:::::::

EXCEPTION TO RATIFICATION OF SALE

To The Honorable, The Judges of said Court:

Your Petitioner, Wallace S. Saunders, by Harry C. Butler, his

solicitor. for his filing of exceptions to the Ratification of Sale, held in front of the Court House, at Centreville, Queen Anne's County, State of Maryland, June 23, 1964, by Lerch and Heusman, Attorneys, 504 Maryland Trust Building, Baltimore 2, Maryland, Trustees, named in Deed of Trust from Howard L. Brown and Lillian Brown, his wife, dated October 19, 1961, and recorded in Liber T.S.P? No. 63, folio 268, a Land Record Book for Queen Anne's County.

That the Real Estate described in the above mentioned Deed of Trust is the same that was conveyed unto Wallace S. Saunders and Lillian Saunders, his wife, by Daniel Bratcher, Jr. and Lottie E. Bratcher, his wife, and recorded in Liber T.S.P. No. 54, folio 103, a Land Record Book for Queen Anne's County.

The Real Estate described in said Deed of Trust is the same Real Estate described in a deed from Wallace S. Saunders purporting to convey said property to Lillian Saunders, dated the 16th day of October, 1961, and recorded in Liber T.S.P. No. 63, folio 98, a Land Record Book for Queen Anne's County. The said Wallace S. Saunders on said Deed is a forgery.

And for other reasons to be assigned at the hearing of these exceptions.

WHEREFORE, your Petitioner prays this Honorable Court that said sale be not ratified and a date be set for a hearing on the exceptions to the ratification of said sale.

AND as in duty bound, etc.,

WALLACE S. SAUNDERS
Wallace S. Saunders, Petitioner

STATE OF Delaware, COUNTY OF New Castle, to wit:

On this the 17th day of July, 1964, before me, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared Wallace S. Saunders, the above Petitioner, and made oath in due form of law that the statements in the above Petition are true and bona fide as therein set forth.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary
Public
Seal

CHARLES O. FOREMAN
Notary Public

My Commission Expires: November 20,1964

THIS IS TO CERTIFY that I served a copy of the aforegoing Exceptions upon Joseph I. Suesman and Richard H. Lerch, Attorneys, Trustees, by mailing a copy of same to them at their office at 504 Maryland Trust Building, Baltimore 2, Maryland, on the 10th day of July, 1964.

HARRY C. BUTLER
Harry C. Butler, Attorney for
Petitioner
103 Lawyers Row
Centreville, Maryland.
Telephone: 758-1542

Filed July 20, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed July 29, 1964

ORDER NISI ON SALE

Joseph I. Huesman and
Richard H. Lerch
Trustees, Plaintiffs

vs.

Howard L. Brown and
Lillian Brown, his wife
Defendants

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

Cause No. 4598

ORDERED, this 23rd day of June, 1964, that the sale of the real property, made and reported in this cause by Joseph I. Huesman, and Richard H. Lerch, Trustees, be ratified and confirmed, on or after the 24th day of July, 1964, 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 17th day of July, 1964.

The report states the amount of sales to be $1500.00.

CHARLES W. CECIL, Clerk

Filed: June 23, 1964
True Copy
Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 27, 1964.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Huesman, et al., Trustees, v. Brown, et al., Equity No. 4598 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 before the 17th day of July, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of Jyne, 1964, and the last insertion on the 9th day of July, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS

Filed July 29, 1964

STIPULATION AND AGREEMENT OF HEARING
Filed May 12, 1966

JOSEPH I. HUESMAN, et al, Trustees	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
vs.	*	In Equity No. 4598
HOWARD L. BROWN, et ux	*	

* * * *

It is stipolated and agreed between Harry C. Butler, attorney for Howard L. Brown, et ux, and James E. Thompson, Jr., attorney for Joseph I. Huesman, et al, that the exceptions filed in captioned matter shall be heard 10:00 A.M., Friday, June 3, 1966.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Attorney for Plaintiff
117 Lawyer's Row
Centreville, Maryland
Phone: 758-0877

HARRY C. BUTLER
Harry C. Butler
Attorney for Defendant
103 Lawyer's Row
Centreville, Maryland
Phone: 758-1542

Filed May 12, 1966

ORDER FOR WITNESS SUMMONS
FOR JOHN J. FRANCE
Filed May 18, 1966

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

Equity
No. 4598 Mar. Term, 1966

JOSEPH I. HUESMAN, et al, Trustees

VS.

HOWARD L. BROWN, et ux

Mr. Charles W. Cecil Clerk.

Issue Writ of Subpoena to the Sheriff

of Baltimore County for _____

John J. France
604 Beverly Road
Reisterwtown, Maryland

to appear in the Court Room, Court House, Centreville, Maryland, on Friday, June 3, 1966, at 10:00 o'clock A.M.

to testify for the Plaintiff in the above entitled case.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.

Attorney for the Plaintiff

Filed 18th day of May 1966

CHARLES W. CECIL Clerk

SUMMONS FOR JOHN J. FRANCE
RETURNED SERVED
Filed May 24, 1966

4598 Chancery

Joseph I. Huesman et al Trustees

Seal's Place vs.

Howard L. Brown et ux

STATE OF MARYLAND

To John J. France
604 Beverly Road
Reisterstown, Maryland

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, in Equity in Court Room Court House, on the 3rd. day of June 1966, @ 10 o'clock A.M. to testify for the

plaintiffs

in the above entitled case.

Issued this 18th. day of May , 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Attorney for Plaintiffs
James E. Thonpson Jr.
Centreville, Md.
Phone 758-0877

Filed May 24, 1966

**For Sheriff's Report of Return, See Page 536

STIPULATION
Filed June 3, 1966

Joseph I. Huesman and Richard H. Lerch, Trustees, Plaintiffs	:	In The Circuit Court For Queen Anne's County
vs.	:	In
Howard L. Brown and Lillian Brown, his wife, Defendants	:	Equity Cause No. 4598

STIPULATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is stipulated by and between the parties to this cause as follows:

1. That the Court shall find as a matter of fact that the deed dated October 16, 1961, recorded in Liber T.S.P. No. 63, folio 98, purporting to be from Wallace S. Saunders to Lillian Saunders is a forgery, and, therefore, a nullity.

2. That Walter E. Heller & Company the owner of the promissory note secured by the deed of trust in this cause shall have the right to remove from the subject property within seventy-five (75) days from the date of this stipulation, the improvements thereon erected by Wise Homes of Elkton,Inc.

3. That upon removal of the improvements as aforesaid, or within seventy-five (75) days from the date of this stipulation, which ever time is less, the Trustees shall, at Exceptant's cost, release the subject Deed of Trust.

4. That the costs of this proceeding shall be borne by Plaintiffs.

JOSEPH I. HUESMAN
Joseph I. Huesman

JAMES E. THOMPSON JR
James Elmer Thompson, Jr.,
Counsel for Plaintiffs

HARRY C. BUTLER
Harry C. Butler
Counsel for Exceptant

Filed June 3, 1966

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

Received. 5/20/ 1966 at
9 A M. forthWith delivered to
Sheriff of Baltimore County
Orville T. Gosnell, Clerk

Sheriff Report

Copy, Writ of Summons Rd on John J France
on this 21st day of May, 1966

EDWARD G MUELLER

Fee
4.00

DEED OF TRUST NOTE:MARYLAND

$6459.60 19 October, 1961

FOR VALUE RECEIVED , the undersigned, jointly and severally, promise to pay to WISE HOMES OF Elkton, INC., or order, at P. O. Box 3055, Greensboro, N. C., or at such other place as the holder hereof, may designate in writing from time to time, the sum of six thousand four hundred and fifty-nine dollars and 60/100 Dollars ($6,459.60) payable in 84 monthly installments of $76.90 each, the first installment to be paid on the 19 day of December, 1961, and one installment to be paid on the same day of each succeeding month until the whole of said indebtedness is paid in full, with interest from maturity at the rate of six per cent per annum. If any installment is not paid when due, the same shall thereafter bear interest at the rate of six per cent per annum until paid.

In the event of default in payment of any installment under this note when due or in the event of the breach of any of the covenants in the Deed of Trust securing this note, the holder of this note may, at its option, declare all of the remainder of said debt due and payable. Failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in payment of this note or any installment due hereunder, and if the same is placed in the hands of an attorney for collection, the undersigned, jointly and severally, hereby agree to pay all costs of such collection, including 15% attorney's fees.

The undersigned, whether principal, maker, guarantor, endorser, or other party hereto, hereby waive demand or presentment for payment, notice of dishonor, protest and notice of protest and waive all exemptions under the constitutions or laws of any State of the United States on this debt.

This note is secured by Deed of Trust of even date executed by the undersigned conveying certain property described therein to Joseph I. Huesman and Richard H. Lerch, Trustees.

Given under the hand and seal of each party.

ROLLIN W. SIMPSON
Rollin W Simpson

HOWARD L. BROWN (SEAL)
Howard L Brown

LILLIAN SAUNDERS (SEAL)

LILLIAN BROWN (SEAL)
Lillian Brown

- -

THIS IS TO CERTIFY that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same amount as herein stated, to Joseph I. Huesman and Richard H. Lerch, Trustees, this note and said Deed of Trust securing same having been executed in my presence.

Dated this 19th. day of October, 1961

JOHN J. FRANCE
John J. France
Notary Public
My Commission expires May 6, 1963

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

PAY TO THE ORDER
OF James Talcott, Inc. Representative
WISE HOMES, INC. OF ELKTON

BY PAUL SEL_____

PAY TO THE ORDER OF
WISE HOMES, INC
FOR COLLECTION ONLY PURSUANT
TO TRANSMITTAL AGREEMENT
Dated JUL 2 1963
JAMES TALCOTT, INC.

BY EDWARD A MUELHARE
Assistant Vice President

EXHIBIT NO. 1

THIS DEED, made this 16th day of October, in the year nineteen hundred and sixty-one, by and between Wallace S. Saunders, of Queen Anne's County, State of Maryland, party of the first part, and Lillian Saunders, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey all his right, title and interest and dower rights, in the following described real estate, unto the said party of the second part, her heirs and assigns, in fee simple, to wit:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the South side of the public road from Pondtown to Church Hill adjoining the lands of, or formerly of, The Trustees of Bethel Church and that land of, or formerly of, Thomas Cooper, and Emmanual Spencer, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the East side of a right-of-way that runs North and South along and with the mentioned Church Property to the said Pondtown-Church Hill Road, said point being 618 feet more or less, from the southern boundary of said Pondtown-Churvh Hill Road; thence in a southerly direction along with, with the above mentioned North-South right-of-way 570 feet, more or less, to the Spencer land; thence in a Easterly direction with the Spencer land a distance of 163 feet, more or less, to the Cooper land; thence in a Northerly direction with the Cooper land a distance of 59 feet, more or less, to a point marked by a fence post which divides the lot hereby conveyed from Daniel Bratcher, Jr. and Lottie E. Bratcher land; thence in a Westerly direction along and with the above mentioned division line a distance of 174 feet, more or less, to the place of beginning.

BEING the same land granted and conveyed unto Wallace S. Saunders and Lillian Saunders by deed dated the 22nd day of March, 1960, by Daniel Bratcher, Jr. and wife, and recorded in Liber T.S.P. No. 54, folio 103, of the Land Records of Queen Anne's County.

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 belinging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of land and premises, unto and the the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

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

WITNESS the hand and seal of the Grantor.

TEST: (as to Grantor)

ROLLIN W. SIMPSON
Rollin W Simpson

WALLACE S. SAUNDERS (SEAL)
Wallace S. Saunders

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

I HEREBY CERTIFY, that on this 16th day of October, 1961, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Wallace S. Saunders and acknowledged the aforegoing Deed to be his respective act.

WITNESS my hand and Notarial Seal.

JOHN J. FRANCE
John J. France Notary Public

Notary
Public
Seal

My comm. exp._____

ORDER OF COURT
Filed June 10, 1966

Joseph I. Huesman and
Richard H. Lerch,
Trustees,
Plaintiffs

vs.

Howard L. Brown and
Lillian Brown, his wife,
Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 4598

ORDER OF COURT

In accordance with the stipulation between the parties through their counsel filed herein on June 3, 1966, it is, by the Circuit Court for Queen Anne's County, in Equity, ORDERED and DECREED this 10th day of June, 1966, as follows:

(1) That the Court finds as a matter of fact that the deed dated October 16, 1961, recorded in Liber T.S.P. No. 63, folio 98, purporting to be from Wallace S. Saunders to Lillian Saunders is a forgery, and, therefore, a nullity.

(2) That Walter E. Heller & Company the owner of the promissory note secured by the deed of trust in this cause shall have the right to remove from the subject property within seventy-five (75) days from June 3, 1966, the improvements thereon erected by Wise Homes of Elkton, Inc.

(3) That upon removal of the improvements as aforesaid, or within seventy-five (75) days from June 3, 1966, whichever time is less, the Trustees shall, at Exceptant's cost, telease the subject Deed of Trust.

(4) That the costs of this proceeding shall be borne by Plaintiffs.

THOS J KEATING JR.
Judge.

Filed June 10, 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-fifth day of August, in the year nineteen hundred and sixty-five, the following ORDER TO DOCKET suit was filed for record, to wit:-

EDWARD TURNER, Substituted Trustee, PLAINTIFF	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
EDWARD LEE TURNER and NORMA LEE TURNER, his wife DEFENDANTS.	:	QUEEN ANNE'S COUNTY
	:	EQUITY NO. 4722

: : : : : : :

Mr. Clerk:

Please docket the above entitled case and file the Deed of Trust and Deed of Trust Note from Edward Lee Turner and Norma Lee Turner, his wife, to James F. Lowery, Trustee, dated Auguwt 7, 1964, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 10, folio 189, as"Exhibit A"; by an instrument dated August 6, 1965, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 16, folio 598, Edward Turner has been substituted as Trustee in place of James F. Lowery, a certified copy is filed herewith as "Exhibit B".

Please enter the appearance of B. Hackett Turner, Jr., for the substituted Trustee.

EDWARD TURNER
Edward Turner, Substituted Trustee

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.,
Attorney for Substituted Trustee
109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

Filed Aug. 25, 1965

EXHIBIT A
Filed Aug. 25, 1965

No.52393
Re7886 RECEIVED FOR RECORD Aug. 31, 1964

D E E D O F T R U S T

Made August 7, 1964, by Edward Lee Turner and his wife Norma Lee Turner, his wife of 6268 Marlboro Rd., Hillside, Maryland (herein called "Grantors") to James F. Lowery, 315 East Lancaster Avenue, Wayne, Pennsylvania (herein clled "Trustee"):

W I T N E S S E T H:

WHEREAS, Grantors stand bona fide indebted unto MADWAY MAIN LINE HOMES INC. a Pennsylvania corporation in the principal sum of TWENTY-EIGHT THOUSAND FIVE FIFTY SIX AND SEVENTY SIX CENTS Dollars ($28,556.76) and have executed and delivered to said Madway Main Line Homes, Inc., a certain Deed of Trust Note (herein called the "Note") of even date herewith in the said principal sum and have provided therein for payment of said principal sum and any other sums owing by Grantors to Madway Main Line Homes, Inc. in the manner and at the times therein set forth, and containing certain other terms and conditions all of which are specifically incorporated herein by reference.

NOW, THEREFORE, to secure the payment of said principal sum according to the terms of the Note or any extensions or renewals thereof as well, the performance of the other covenants and conditions herein, and in consideration of the sum of One ($1.00) Dollar and for other valuable considerations, receipt whereof is hereby acknowledged, Grantors hereby grant and convey unto Trustee, his successors and assigns, All That Lot or those lots of ground SITUATE in Queen Anne's County, State of Maryland, and more fully described in Deed dated July 23, 1964, and recorded in Queen Anne's County, Maryland, in Deed Liber CWC-9

TOGETHER with the improvements thereupon and all the rights easements profits and appurtenances thereunto belonging, all fixtures, and household appliances described above, which shall be deemed fixtures and are a portion of the security hereby transferred; (Trustee is authorized to type in or otherwise insert a legal description of said premises in the following space if Trustee deems the same necessary:

All that lot or parcel of land situate, lying and being on Kent Island, in the fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Plat 2, Section 2, Bay City," by Purdum and Jeschke, registered enjineers and surveyors, dated October 17, 1958, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 306, which said lot is shown and designated thereon as Lot No. 18, Block 17, Section 2, Bay City.

TO HAVE AND TO HOLD the said lot or lots of ground with improvements and other property and rights described above (all of which is hereinafter

called the said property) unto the Trustee and his successors and assigns in fee simple;

IN TRUST, NEVERTHELESS, to permit Grantors to have possession of the said property and the rents and profits thereof until default in any of the covenants or conditions of this Deed of Trust or the Note, but not thereafter; and to release and reconvey the said property unto Grantors, at Grantor's cost, at any time before the sale hereinafter provided for, upon the full payment of the Note and any other sums owing to the holder of the Note or to the Trustee, including moneys advanced, costs, charges, expenses, commissions and half-commissions;

But upon a default in the payment of any indebtedness hereby sesurec or in the performance of any of the covenants and conditions of this Deed of Trust or the Note, the Trustee shall have the power and the duty to sell, and in case of default of any purchaser to resell, the said property at public auction, either as an entitety or in such separate parcels, on such terms, and after such previous public advertisement, as the Trustee may deem advisable; and to convey said property, upon complicnce with the terms of sale, to, and at the cost of, the purchaser, who shall not be required to see to the application of the purchase money; and to apply the proceeds of sale as follows: first, to the payment of all expenses incident to said sale, including an attorney's fee of Eighty Dollars ($80.00) and also compensation to the Trustee equal to the commission allowed trustee for making sales of property under degrees of the equity courts having jurisdiction; second, to pay whatever may then remain unpaid of the Note, matured or not by the terms thereof, it being agreed that the Note shall become due in full upon said sale being made, and pay all other amounts owing the holder of the Note and the Trustee under the provisions hereof; and third, to pay the balance, if any, to the Grantors or to any person or persons entitled thereto, upon the surrender of the said property to the purchaser, less any expense incurred in obtaining possession.

Grantors hereby covenant and agree as follows:

1. To pay the said principal sum and to pay, when due, all ground rents, taxes, assessments, public and other dues and charges levied or assessed on the said property and on the said principal sum, and not to permit any lien or encumbrance on the said property superior to the lien of this Deed of Trust.

2. To keep all buildings subject hereto in good and substantial repair and not to permit or suffer any waste thereof; and not to tear down or materially change, nor to permit to be torn down or materially changed, the improvements on the said property, without the written consent of the holder of the Note; to comply promptly with all laws, ordinances and regulations affecting said property or its use; to warrant generally the said property and to execute such further assurances thereof as may be requisite; to provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as the holder of the Note may from time to time require upon the buildings and improvements now or hereafter erected upon the said property, with loss payable clauses in favor of Grantors and the holder of the Note as their respective interests may appear.

3. To the extent permitted by law:

(a) The holder of the Note may maintain a policy of life, health and accident insurance upon Grantors, or either or any of them, in favor of the holder of the Note for the purpose of securing the said principal sum, and Grantors agree to pay to the holder of the Note the amount of the premium upon such policy of insurance at such times as the holder of the Note may direct,

(b) In the event any installment on account of said principal sum or said insurance premiums is not paid within ten (10) days after due date, Grantors shall pay to the holder of the Note a late charge of five per cent (5%) of the delinquent amount simultaneously with the payment of such amount to cover extra expenses in handling delinquent payments.

4. Grantors shall erect or cause to be erected, within six (6) months from date hereof, a house upon the said property, incorporating in its construction all of the materials purchased by Grantors from said Madway Main Line Homes;, together with foundation, granding, paving, carpentry, plumbing, heating and electrical work, decoration and utility services, in conformity with the requirements of any and all conditions and restrictions in the line of title as well as any building, zoning and other applicable regulations of any minicipal or gevernmental authority within whose jurisdiction the said property is situate.

5. That in the event of any default in any covenant of this Deed of Trust or of the Note, or in the event a receiver or trustee is appointed for the property of Grantors, or any of them, either in bankruptcy or in equity, or in case Grantors, or any of them, execute a deed of trust of their property for the benefit of creditors, then thewhole principal sum shall at the option of the holder of the Note be and become due and payable.

6. That immediately upon the first insertion of the advertisement or notice of sale there shall be and become due and owing by the Grantors, and each of them, to the Trustee, all expenses incident to said advertisement or notice, all court costs, and all expenses incident to the proceedings under this Deed of Trust, and a commission on the total principal sum then due, equal to one-half the percentage allowed as commission on such sum to trustee making sale under orders of decrees of equity courts in Maryland, and the holder of the Note shall not be required to receive the principal sum only insatisfaction thereof, unless the same be accompanied by the tender of the said expenses, costs and commissions.

7. That should Grantors fail or neglect to pay any ground rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the said property or on the principal sum, when due, or to keep the said property insured as agreed herein, the holder of the Note may make such payments or insure said property against such loss in such an am't. as may be necessary to secure the

principal sum, and such amount or amounts so paid shall be added to the principal sum, interest to run thereon at the rate of six (6%) per cent per annum.

8. That should all or any part of the said property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the holder of the Note in its sole discretion may require, shall be paid to the holder of the Note and applied to the payment of the principal sum hereby secured.

9. That the holder of the Note may at any time renew it; extend the time for payment of the principal sum or any part thereof; waive any of the covenants or conditions hereof or of the Note, whether at the request of Grantors, at the request of any other person having an interest in the said property, or otherwise; take or release other security; release any person primarily or secondarily liable; grant extensions, renewals or indulgences in the provisions hereof or in regard to other security; to enforce this Deed of Trust without regard to other security; all without releasing Grantors from their obligations hereunder and without releasing the right of the Trustee and the holder of the Note to enforce this Deed of Trust in regard to the said property.

10. That upon default in any of the covenants or conditions of this Deed of Trust or of the Note, the holder of the Note shall be entitled without notice to Grantors, or any of them, to the immediate appointment of a receiver of the said property to operate the same, without regard to the adequacy thereof as security for the principal sum, and upon any default, whether or not a receiver be appointed, the rents and profits of the said property are hereby assigned to the holder of the Note as additional security.

11. That the holder of the Note shall be entitled to remove, substitute, or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the city or county in the State of Maryland where this Deed of Trust is recorded.

12. That the rights, powers, privileges and discretions specifically granted to the Trustee and to the holder of the Note under this Deed of Trust are not in limitation of but in addition to those to which they are entitled under any general or local law relating to deeds of trust and mortgages in the State of Maryland, now or hereafter existing.

The covenant, agreements, conditions and limitations of or imposed upon Grantors herein shall be binding upon their respective heirs, personal representatives or assigns. The rights, powers, privileges and discretions to which the Trustee and the Grantors may be entitled herein shall inure to the benefit of their successors and assigns. The plural forms, wherever used herein, shall be deemed to include the singular should the context require.

IN WITNESS WHEREOF said Grantors have hereunto set their hands and seals this day and year first above written.

GERALD L. WHITE
Gerald L. White

RITA J. WOOD
Rita J. Wood

EDWARD LEE TURNER (SEAL)
EDWARD LEE TURNER

NORMA LEE TURNER (SEAL)
NORMA LEE TURNER

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On August 7, 1964, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Edward Lee Turner and Norma Lee Turner, his wife Know to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within Deed of Trust and acknowledged the they/he/she executed the same for the purposes therein contained.

GERALD L WHITE
Notary Public

Notary
Public
Seal

NOTARY PUBLIC
GERALD L. WHITE EXPIRES MAY 3, 1965

State of Pennsylvania)
County of Delaware)SS

On this the 27th day of August, 1964, before me, the undersigned, a Notary Public of the State of Pennsylvania, personally appeared James F. Lowery, who acknowledged himself to be the Vice President of Madway Main Line Homes Inc., a corporation and the party secured hereby and that he, as such Vice President, being authorized so to do, amde oath in due form of law that the consideration set forth in said deed of trust is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

WILLIAM J MARTINEZ
Notary Public

Notary
Public
Seal.

Notary Public, Radnor Twp., Delaware Co.
My Commission Expires Sept. 26.1964

MARYLAND

DEED OF TRUST NOTE

August 7, 1964

FOR VALUE RECEIVED, Edward Lee Turner and his wife Norma Lee Turner 6268 Marlboro Road, Hillside, Maryland (herein called "Makers") promise to pay to the order of MADWAY MAIN LINE HOMES INC., a Pennsylvania corporation, the sum of TWENTY EIGHT THOUSAND FIVE HUNDRED FIFTY SIX AND 76/100. Dollars ($28,556.76) as follows: $ none concurrently with the execution hereof, and the balance in 12 successive monthly installments of $73.48 each, and thereafter in 180 successive monthly installments of $153.75 each.

If the delivery date shall be the first to the fourteenth day of a month, then the first such installment shall be payable on the fifteenth day of the succeeding month, and subsequent installments payable on the corresponding day of each month thereafter. If the delivery date shall be the fifteenth to the last day of a month, then the first such installment shall be payable on the first day of the second succeeding month, and subsequent installments payable on the corresponding day of each month thereafter. As used herein "delivery date" means the date on which Madway Main Line Homes Inc., shall have made substantial delivery of the first load of the pre-cut-home materials purchased by Makers from Madway Main Line Homes Inc. All payments shall be made at 107 North Aberdeen Avenue, Wayne, Pennsylvania, or at such other place as the holder hereof may designate in writing.

Makers promise to abide by and comply with each and every term and condition set forth in this Note and in the accompanying Deed of Trust of even date herewith, and in the Sales Contract between Makers and Madway Main Line Homes Inc., dated August 7, 1964, all of which terms and conditions are specifically incorporated herein by reference.

In the event of default by Makers in payment of any of the aforesaid installments or in the performance by Makers of any of the other obligations of this Note or said deed of Trust or Sales Contract, the entire unpaid balance of the aforesaid principal debt shall at the option of the holder and without notice become immediately due and payable, and payment of such unpaid balance and any other sums owing by Makers to the holder hereof may be recovered at once. In the event of any such default, and if collection is made by an attorney at law, Makers agree to pay all costs of collection, including a reasonable attorney's fee. No afilure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

Presentment, protest and notice are hereby waived. Makers also waive the benefit of any homestead exemption, valuation or appraisement laws as to this debt.

The Plural form, wherever used herein, shall be deemed to include the singular should the context require, and the terms "Makers" wherever the construction so admits, shall be deemed to include and be binding, jointly and severally, upon the Makers, their heirs, executors, administrators, legal representatives, successors and assigns. The benefits hereof shall inure to the payee hereof and its successors and assigns.

This Note is secured by a Deed of Trust of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witness by:

GERALD L. WHITE Gerald L. White	EDWARD LEE TURNER (SEAL) EDWARD LEE TURNER
RITA J. WOOD Rita J. Wood	NORMA LEE TURNER (SEAL) NORMA LEE TURNER

The benefits hereof shall inure to the payee hereof and its successors and assigns.

EXHIBIT B
Filed August 25, 1965

INSTRUMENT SUBSTITUTING EDWARD TURNER OF CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND, AS TRUSTEE UNDER DEED OF TRUST, IN PLACE OF JAMES F. LOWERY, 315 EAST LANCASTER AVENUE, WAYNE, PENNSYLVANIA.

WHEREAS, by Deed of Trust made August 7, 1964, by Edward Lee Turner and Norma Lee Turner, his wife, of 6368 Marlboro Road, Hillside, Maryland, as Grantors, to James F. Lowery, 315 East Lancaster Avenue, Wayne, Pennsylvania, as Trustee; the Grantors stand bona fide indebted unto Madway Main Line Homes, Inc., a Pennsylvania Corporation, in the principal sum of TWENTY EIGHT THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS AND SEVENTY SIX CENTS ($28,556.76), which Deed of Trust is recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 10, folio 189;

AND WHEREAS, the Grantors, on August 7, 1964, executed and delivered to said Madway Main Line Homes, Inc., a Deed of Trust Note for the principal

sum due in the amount of TWENTY EIGHT THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS AND SEVENTY SIX CENTS ($28,556.76), providing for payment of the principal sum due and any other sums owing by Grantors to Madway Main Line Homes, Inc., in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated in the Deed of Trust by reference;

AND WHEREAS, to secure the payment of said principal sum, according to the terms of the note or any extensions or renewals thereof, as well as the performance of the other covenants and conditions in the Deed of Trust, and in consideration of the sum of ONE DOLLAR ($1.00), and for other valuable considerations, receipt whereof was acknowledged, the Grantors granted and conveyed unto the Trustee, his successors and assigns, in fee simple, all that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Plat 2, Section 2, Bay City", by Purdum and Jeschke, Registered Engineers and Surveyors, dated October 17, 1958, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 306, which said lot is shown and designated thereon as Lot No. 18, Block 17, Section 2, Bay City;

AND WHEREAS, the said Deed of Trust, among other things, states: "But upon a default in the payment of any indebtedness hereby secured, or in the performance of any of the covenants and conditions of this Deed of Trust or the Note, the Trustee shall have the power and the duty to sell, and in case of default of any purchaser to resell, the said property at public austion, either as an entirety or in such separate parcels, on such terms, and after such previous public advertisement, as the Trustee may deem advisable; and to convey said property, upon compliance with the terms of sale, to, and at the cost of, the purchaser, who shall not be required to see to the application of the purchase money; and to apply the proceeds of sale as follows: First, to the payment of all expenses incident to said sale, including an attorney's fee of EIGHTY DOLLARS ($80.00), and also compensation to the Trustee equal to the commissions allowed trustees for making sales of property under Decrees of the Equity Courts having jurisdiction; Second, to pay whatever may then remain unpaid of the Note, matured or not by the terms thereof, it being agreed that the Note shall become due in full upon said sale being made, and pay all other amounts owing the holder of the Note and the Trustee under the provisions hereof; and Third, to pay the balance, if any, to the Grantors or to any person or persons entitled thereot, upon the surrender of the said property to the purchaser, less any expense incurred in obtaining possession;"

AND WHEREAS, said Deed of Trust states, among other things, that the Grantors covenant and agree that:

"11. That the holder of the Note shall be entitled to remove, substitute, or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the city or county in the State of Maryland where this Deed of Trust is recorded;"

AND WHEREAS, a default has occurred under the terms, covenants and conditions of the said Deed of Trust Note;

AND WHEREAS, it is the desire of Madway Main Line Homes, Inc., the holder of the Note, in accordance with the provisions of the Deed of Trust ser forth above, to substitute Edward Turner, as Trustee, in place of James F. Lowery so that said Edward Turner, as substituted Trustee, may institute foreclosure proceedings in the Circuit Court for Queen Anne's County, Maryland;

NOW, THEREFORE, WITNESSETH THIS INSTRUMENT SUBSTITUTING EDWARD TURNER, AS TRUSETT, IN PLACE OF JAMES F. LOWERY:

1. That, in accordance with the provisions of the Deed of Trust hereinabove set forth, Madway Main Line Homes, Inc., a Pennsylvania Corporation, hereby substitutes Edward Turner of Centreville, Queen Anne's County, Maryland, as Trustee under the aforementioned Deed of Trust in place of James F. Lowery, 315 East Lancaster Avenue, Wayne, Pennsylvania.

WITNESSETH the seal of the said Madway Main Line Homes, Inc., a Pennsylvania Corporation, and its signature by James F. Lowery, its Vice President.

WITNESS:

EDWARD R. MARLY

ATTEST:

LOUISE G. FASOLD
Louise G. Fasold, Assistant Secretary

MADWAY MAIN LINE HOMES, INC.

BY JAMES F. LOWERY
James F. Lowery, Vice President
(Corporate Seal Here)

Corporate Seal

STATE OF PENNSYLVANIA, COUNTY OF DELAWARE, TO WIT:

I HEREBY CERTIFY, that on this 6th day of August, 1965, before me, the undersigned, a Notary Public of the State of Pennsylvania, County of Delaware, personally appeared James F. Lowery, who acknowledged himself to be the Vice President of Madway Main Line Homes, Inc., a Pennsylvania Corporation, and that he, as such Vice President, being duly authorized so to do, acknwwledged the Foreclosure Instrument substituting Edward Turner, as Trustee, under the Deed of Trust to be the deed and act of the said Corporation.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal

EDWARD R. MANLEY
Edward R. Manley
Notary Public
My commission expires:

EDWARD R. MANLEY, Notary
Public
Township of Radnor,
Delaware County, Pa.
My Commission Expires September
23, 1968

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

I HEREBY CERTIFY, that the aforegoing is truly taken from the Original filed in this office on August 11, 1965 for record in the Land Records of Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th day of August in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

Filed Aug. 25, 1965

STATEMENT OF DEBT
UNDER DEED OF TRUST
Filed Aug. 25, 1965

EDWARD TURNER, Substituted Trustee, Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
EDWARD LEE TURNER and NORMA LEE TURNER, his wife Defendants.	:	EQUITY NO. 4722

STATEMENT OF DEBT UNDER DEED OF TRUST

Statement of Claim by Madway Main Line Homes, Inc., a Pennsylvania Corporation, under the Deed of Trust from Edward Lee Turner and Norma Lee Turner, his wife, dated August 7, 1964, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 10, folio 189, to James F. Lowery, Trustee-Edward Turner of Centreville, Queen Anne's County having been substituted as Trustee in place of the said James F. Lowery by an instrument dated August 6, 1965, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 16, folio 598--securing a Deed of Trust Note dated August 7, 1964, in the principal amount of TWENTY EIGHT THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS AND SEVENTY SIX CENTS ($28,556.76) to the said Madway Main Line Homes, Inc., a Pennsylvania Corporation.

Principal Balance due through June 30, 1965 - -	$13,890.88
Interest at 6% per annum for the month of July, 1965 - - - - - - - - - - - - - -	69.45
TOTAL DUE - - - - - - - - - - - - - -	$13,960.33

MADWAY MAIN LINE HOMES, INC., a
Pennsylvania Corporation

Corporate
Seal

BY JAMES F. LOWERY
James F. Lowery, Vice President

STATE OF PENNSYLVANIA, COUNTY OF DELAWARE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of August, 1965, before me, a Notary Public of the State of Pennsylvania, County of Delaware, personally appeared JAMES F. LOWERY, Vice President of Madway Main Line Homes, Inc., a Pennsylvania Corporation, to whom the Defendants, Edward Lee Turner and Norma Lee Turner, his wife, are indebted under the terms of the Deed of Trust and the Deed of Trust Note; and he made oath that the foregoing is a true statement of the amount of the claim under the Deed of Trust filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

EDWARD R. MANLEY
Edward R. Manley Notary Public
My commission expires:

EDWARD R. MANLEY, Notary Public
Township of Radnor, Delaware Co.,Pa.
My Commission Expires September 23, 1968

Filed Aug. 25, 1966

BOND WITH SECURITY APPROVED
Filed Jan. 14, 1966

RECEIVED FOR RECORD Jan. 14, 1966

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

KNOW ALL MEN BY THESE PRESENTS, that I, Edward Turner 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 SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($17,500.00), current money of the undted states of America, to be paid to the said State of Maryland, or its certain attorney, for which payment well and truly to be made and done, I bind myself and each of my heirs, executors and administrators, successors and assigns, in the whole and for the whole, and for the whole, firmly by these presents, sealed with my seal and dated this 14th day of January, 1966;

WHEREAS, the above bounden Edward Turner by virtue of the power contained in a deed of trust from Edward Lee Turner and Norma Lee Turner, his wife, to James F. Lowery, 315 E. Lancaster Ave., Wayne, Pa., Trustee, bearing date August 7, 1964 and recorded in Liber C.W.C. No. 10, folio 189, a Land Record Book for Queen Anne's County, State of Maryland, and subsequently by appropriate legal instrument dated August 6, 1965 and recorded August 11, 1965 in Liber C.W.C. 16, folio 598, a Land Record Book for Queen Anne's County, State of Maryland, the said Edward Turner was substituted as Trustee under said deed of trust in place of the said James F. Lowery; is about to sell the land and premises described in daid deed of trust, fefault having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Edward Turner 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 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

EDWARD TURNER (SEAL)
Edward Turner

ATTEST:

UNITED STATES FIDELITY AND GUARANTY COMPANY

VIRGINIA S. WHITE

Corporate Seal

BY B. HACKETT TURNER JR.
B. Hackett Turner, Jr.,
ITS ATTORNEY-IN-FACT

Security approved and Bond
Filed Jan. 14, 1966

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 126, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 14th day of January in the year nineteen hundred and sixty-six.

Circuit Court Seal

CHARLES W. CECIL
Clerk

Filed Jan. 14, 1966

MILITARY AFFIDAVIT
Filed Feb. 10, 1966

EDWARD TURNER, Substituted Trustee, Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
EDWARD LEE TURNER and NORMA LEE TURNER, his wife	:	QUEEN ANNE'S COUNTY
DEFENDANTS.	:	EQUITY No. 4722

MILITARY AFFIDAVIT

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

THIS IS TO CERTIFY, that on this 10th day of February, 1966, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward Turner, Substituted Trustee, in the above-entitled cause and made oath in due form of law that Edward Lee Turner and Norma Lee Turner, defendants referred to in the aforegoing Order To Docket Suit, to the best of his information, knowledge, and belief, are not now nor have they within six (6) months prior hereto been in the military service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Acr of 1940, and with amendments thereto, and

Chapter 710 of the laws of Maryland of 1941, and that the present Post Office address of Edward Lee Turner is Wheaton, Maryland.

AS WITNESS my hand and Notarial Seal.

VIRGINIA S. WHITE
Notary Public

Notary
Public
Seal

My commission expires July 1, 1967.

Filed Feb. 10, 1966

REPORT OF SALE
Filed March 14, 1966

EDWARD TURNER, Substituted Trustee, PLAINTIFF	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
EDWARD LEE TURNER and NORMA LEE TURNER, his wife, DEFENDANTS.	:	QUEEN ANNE'S COUNTY
	:	EQUITY NO. 4722

: : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Edward Turner, Substituted Trustee in the deed of trust from Edward Lee Turner, his wife to James F. Lowery, Trustee, dated August 7, 1964, and recorded in Liber C.W.C. No. 10, folio 189, a land record book for Queen Anne's County, State of Maryland, and subswquently, by appropriate legal instrument, dated August 6, 1965, and recorded in Land Liber C.W.C. No. 16, folio 598, the said Edward Turner was substituted as Trustee under said deed of trust in place of the said James F. Lowery to make sale of the property in the proceedings in said cause mentioned, respectfully shows:

That after giving bond to the State with such security as the Clerk of this Court did approve conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the said property or the proceeds thereof, as required by law; and after having advertised the said property for sale, in accordance with the annexed certificate of advertisement in the Queen Anne's Record-Observer, a newspaper published in said County, for more than twenty (20) days prior to the date of sale, the said Edward Turner did attend said sale, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, February 15, 1966, at 1:30 P.M., and after reading the advertisement of sale, and after the auctioneer, Ross Rhodes, cry the sale for a considerable time, did sell the said property unto MADWAY MAIN LINE HOMES, INC., it being then and there the highest bidder therefor, at and for the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), upon the terms mentioned in said advertisement.

The said Edward Turner, Substituted Trustee 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 sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland rules.

This Report states the amount of sale to be TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00).

Respectfully submitted:

EDWARD TURNER
Edward Turner, Substitured Trustee

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

I HEREBY CERTIFY, that on this 14th day of March, 1966, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared EDWARD TURNER, Substituted 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 kis knowledge and belief and that the sale was fairly made.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Mar. 14, 1966

REPORT OF AUCTIONEER
Filed Mar. 14, 1966

Centreville, Maryland
February 15, 1966

I HEREBY CERTIFY, that I did sell at public auction: ALL that

lot or parcel of land, known as Lot No. 18, Block 17, Section 2, Bay City, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Plat 2, Section 2, Bay City", by Purdum & Jeschke, registered engineers and surveyors; in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, February 15, 1966, beginning at the hour of 1:30 o'clock P.M. unto MADWAY MAIN LINE HOMES, INC., at and for the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00).

ROSS THODES
Ross Rhodes, Auctioneer

Filed Mar. 14, 1966

REPORT OF PURCHASER
Filed Mar. 14, 1966

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

I HEREBY CERTIFY, that on this 15th day of February, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared ROBERT R. PRICE, JR., Agent for MADWAY MAIN LINE HOMES, INC., purchaser at the foreclosure sale in this cause, and made oath in due form of law that MADWAY MAIN LINE HOMES, INC. purchased the same as principal and not as agent for anyone; All that lot or parcel of land, known as Lot No. 18, Block 17, Section 2, Bay Ciiy, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Wtate of Maryland, and more particularly described in the advertisement of said property filed in this cause, at and for the purchase price of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00).

WITNESS my hand and notarial seal.

VIRGINIA S. WHITE
Notary Public

Notary
Public
Seal

My commission expires July 1, 1967.

Filed Mar. 14, 1966

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed March 14, 1966

TRUSTEE'S FORECLOSURE SALE
OF DESIREABLE RESIDENCE
PROPERTY (NEARLY COMPLETE)
AT BAY CITY, KENT ISLAND,
QUEEN ANNE'S COUNTY, MARYLAND

Default having occurred in the terms of a deed of trust from Edward Lee Turner and Norma Lee Turner, his wife, to James F. Lowery, Trustee, dated August 7, 1964, and recorded in Liber C.W.C. No. 10, folio 189, a land record book for Queen Anne's County, State of Maryland, and subsequently by appropriate legal instrument dated Aug. 6, 1965, and recorded in Land Liber C.W.C. No. 16, folio 598, Edward Turner, Esquire, of Centreville, Queen Anne's County, Maryland, was substituted as Trustee under said Deed of Trust in place of the said James F. Lowery and under the power of sale contained therein will offer at public auction in front of the County Court House, Centreville, Maryland, on

TUESDAY, FEBRUARY 15, 1966
At 1:30 O'clock P.M.

the following described real estate, 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, State of Maryland, set forth and shown on a plat entitled "Plat 2 Section 2 Bay City", by Purdum & Jeschke, registered engineers and surveyors, dated October 17, 1958, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 306, which lot is shown and designated thereon as Lot No. 18, Block 17, Section 2, Bay City.

SUBJECT NEVERTHELESS to the restrictive covenants and conditions contained in the deed from The Bridgeside Company to Robert E. Podlich dated May 29, 1952, and recorded in Land Liber T.S.P. No. 5, folio 122.

This property is improved by a one-story house (nearly complete) with clap-board weather-board siding - 3 bedrooms - living room and dining area - full kitchen and bath- with large storage closet in addition to bedroom closets - baseboard hot water ratiation heat is provided for in this house.

The Substituted Trustee hereinafter named making this sale can furnish any interested party with full details concerining what is required to complete this house (telephone 758-1795).

TERMS OF SALE:

One third of the purchase price shall be paid on the day of sale, the balance within 10 days after ratification of 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 day of sale and to be secured to the satisfaction of the undersigned Substituted Trustee. Taxes and insurance 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 the purchaser.

EDWARD TURNER
SUBSTITUTED TRUSTEE

Ross Rhodes, Auctioneer

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. Feb. 18, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S FORECLOSURE SALE in the case of TURNER VS-LOWERY A TRUE COPY of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15 day of Feb., 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20 day of Jan, 1966, and the last insertion on the 3 day of Feb. 1966.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Mar. 14, 1966

ORDER NISI ON SALE
Filed March 14, 1966

ORDER NISI ON SALE

Edward Turner, Substituted Trustee Plaintiff	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
Edward Lee Turner and Norma Lee Turner, his wife. Defendants.	)	Cause No. 4722

ORDERED, this 14th day of March, 1966, that the sale of the real property, made and reported in this cause by Edward Turner, Substituted Trustee, be ratified and confirmed, on or after the 14th day of April, 1966, 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, 1966.

The report states the amount of sales to be $2,500.00.

CHARLES W. CECIL, Clerk

Filed March 14, 1966

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed April 7, 1966

ORDER NISI ON SALE

Edward Turner, Substituted
Trustee Plaintiff
vs.
Edward Lee Turner and
Norma Lee Turner, his wife

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

Cause No. 4722

ORDERED this 14th day of March, 1966, that the sale of the real property, made and reported in this cause by Edward Turner, Substituted Trustee, be ratified and confirmed, on or after the 14th day of April, 1966, 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 weeks before the 7th day of April, 1966.

The report states the amount of sales to be $2,500.00.

CHARLES W. CECIL, Clerk

Filed: March 14, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., April 6, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4722 in the ---- of
a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7 day of April, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S REcord-OBSERVER was on the 17 day of March, 1966, and the last insertion on the 31 day of March, 1966

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed April 7, 1966

FINAL ORDER OF RATIFICATION
Filed April 19, 1966

EDWARD TURNER, Substituted Trustee, PLAINTIFF	:	IN THE CIRCUIT COURT
vs.	:	FOR
EDWARD LEE TURNER and NORMA LEE TURNER, his wife DEFENDANTS.	:	QUEEN ANNE'S COUNTY EQUITY NO. 4722

FINAL ORDER OF RATIFICATION

ORDERED, this 19th day of April, 1966, 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 Edward Turner, Substituted Trustee, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Order Nisi, and the aforesaid Edward Turner, Trustee as aforesaid, is allowed the usual commission and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS J KEATING JR.
JUDGE

Filed: April 19, 1966

REPORT OF AUDITOR
Filed May 6, 1966

EDWARD TURNER, Substituted Trustee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
ESWARD LEE TURNER and NORMA LEE TURNER, his wife	IN EQUITY No. 4722

TO THE HONOTABLE, 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 Edward Turner, Substituted Trustee (and vendor) in this foreclsoure proceedings; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient toopay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of $12,062.28.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses, to wit: Court costs, bond premium, costs of publishing the notice of sale and the Order Nisi of Sale, the auctioneer's charges for crying sale, the vendor's fee for his services and his commissions for making said sale, the fee of your auditor for stating this account, and the balance has bee directed to be paid to the mortgagees as a partial payment on the mortgage indebtedness.

3. Your Auditor, to whom the proceedings were referred in the above entitled cause to state an account submits the following Auditor's Report and hereby certifies that notices required by Rule 595 (g) of the Maryland Rules of Procedire have been mailed to Edward Turner, Substituted Trustee, Madway Main Line Homes Inc. and Edward Lee Turner and Norma Lee Turner, his wife.

Respectfully submitted,

J THOMAS CLARK
Auditor

May 6, 1966

Cause No. 4722

The proceeds of the sale of real estate reported in this cause, in account with Edward Turner, Substituted Trustee appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendor of said land)

Cr.

1966 Apr. 19	By proceeds of the sale of land, per report of sale of said vendor, to wit:----------	$2,500.00

Dr.

To Edward Turner, Substituted Trustee, as follows to wit:			
1-His commissions for making said sale, per Order of Court----------	$250.00		
2-His fee as provided in Deed of Trust-	80.00	330.00	
To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, to wit: for recording the agreement substituting the trustee in the Deed of Trust in place of the original trustee----------		5.50	
To do., for amount paid Charles W. Cecil, Clerk, for advanced court costs in this cause, per receipt exhibited, to wit:----------		15.00	
To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited:			
1-Costs of Clerk----------	$ 20.45		
2-Appearance fee of B.H. Turner,Atty---	10.00	30.45	
To do., for an amount paid B.Hackett Turner, Jr., Agent, for the said Substituted Trustee's corporate surety bond filed in these proceedings, per receipt exhibited, to wit:		70.00	
To do., for amounts paid the Queen Anne's Record-Observer, per receipts exhibited, to wit:			
1-Notice of Sale publication----------	$ 76.00		
2-Order Nisi of Sale publication-------	14.00	90.00	
To do., for an amount paid Ross Rhodes, Auctioneer, for crying said sale, per receipt exhibited, to wit:----------		25.00	
To J. Thomas Clark, Auditor, for stating this account, the sum of ----------		36.00	
To Madway Main Line Homes, Inc. as a partial payment on the indebtedness due under terms of mortgage foreclosed herein in the sum of $13,960.33, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of ----------		$1,898.05	
		$1,898.05	
		$2,500.00	$2,500.00

J THOMAS CLARK
Auditor

May 6, 1966

Filed May 6, 1966

NISI RATIFICATION OF AUDIT
Filed May 6, 1966

NISI RATIFICATION OF AUDIT

Edward Turner, Substituted Trustee	)	In the Circuit Court
	)	
VS.	)	for Queen Anne's County
	)	In Equity
Edward Lee Turner and Norma Lee Turner, his wife	)	Cause No. 4722

ORDERED, this 6th. day of May, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 24th. day of May, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed May 6, 1966.

FINAL RATIFICATION OF AUDIT
Filed May 27, 1966

Edward Turner,
Substituted Trustee

vs

Edward Lee Turner and
Norma Lee Turner, his wife
Defendants

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

Chy. No. 4722

FINAL RATIFICATION OF AUDIT

ORDERED, this 27th. day of May, 1966, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Edward Turner, Substituted Trustee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed May 27, 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Seventh day of September in the year nineteen hundred and sixty-five, the following ORDER TO DOCKET CASE was filed for record, to wit:

PHILANDER B. BRISCOE, Attorney named in Mortgages, 447 Equitable Building Baltimore, Maryland 21202	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife 306 E. Water Street Centreville, Maryland	:	IN EQUITY
	:	Docket: C W C #1 folio 111
	:	No. : 4724

.....

ORDER TO DOCKET CASE

MR. CLERK:

Please docket the above entitled case and file the certified copy of Mortgage from Morte P. Bedford and Bessie D. Bedford, his wife, to the Metropolis Building Association of Baltimore City, dated April 9, 1962 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 65, folio 508, as Exhibit No. k, and the Certified copy of Mortgage from said Morte P. Bedford and Bessie D. Bedford, his wife, to the Metropolis Building Association of Baltimore City dated July 25, 1962 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 67 folio 380, as Exhibit No. 2, said Mortgages now being in default, and enter my appearances.

PHILANDER B. BRISCOE
Philander B. Briscoe,
Attorney named in Mortgages.
447 Equitable Building
Baltimore, Maryland 21202
Plaza 2 - 1403

Filed Sept. 7, 1965

EXHIBIT NO. 1
Filed Sept. 7, 1960

LIBER 65 PAGE 508

No. 47641
Re59179 RECEIVED FOR RECORD Apr. 12, 1962

1-Fifty-five Dollar;
1-Twenty-two Dollar Recordation
Tax Stamps. Endorsed 4-12-62

THIS MORTGAGE, Made this 9th day of April in the year one thousand nine hundred and Sixty-two between MORGE P. BEDFORD AND BESSIE D. BEDFORD, his wife of Queen Anne's County, in the State of Maryland, Mortgagors, and the METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said MORTE P. BEDFORD AND BESSIE D. BEDFORD, his wife being members of the said body corporate have received therefrom an advance of THIRTY-FIVE THOUSAND ($35,000.00) Dollars on Two Hundred and Seventy (270) 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 MORTG P. BEDFORD AND BESSIE D. BEDFORD, his wife do grant unto METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY and its successors and assigns, all those three pieces or parcels of ground situate and lying and being in the Twon of Centreville in the Third Election District of Queen Anne's County. and described as follows: The first thereof being all that lot improbed by two frame dwelling houses fronting on the easterly side of Liberty Street bounded on the northeast by property formerly known as the Bullen property and now owned by Alfred Murff and Wife, on the south and southwest by land formerly belonging to Ray Turner and now owned by Calvin Butler and on the easterly side or rear by property once called Locust Grove belonging to the heirs of James Taylor, the lot hereby granted having a width or frongage on Liberty Street of 50 feet and extending therefrom with an even width to said Locust Grove property, improvements thereon being known as 405 and 407 S. Liberty Street.

The second thereof being on the southwest side of Hammond Street and beginning at a point 50 feet from Creamery Lane and running thence in southeasterly direction with Hammond Street 60 feet until it intersects a division line between property hereby conveyed and home property of or formerly of Charles Schelhouse et al. but now property of Jackson R. Collins, thence with said division line in southwesterly direction 200 feet, thence northwesterly parallel with first line of this direction 60 feet, thence northeasterly 200 feet to the place of beginning, improvements thereon being known as 505 Hammond Street.

The third thereof being all that lot beginning at a point in the center line of the concrete on road or street known as Railroad Avenue, also known

as Water Street, 126 feet south 46 degrees east from the interscetion of the said center line of concrete on said Railroad Avenue and the southeast edge of Pennsylvania Railroad Crossing Right-of-Way, continuing the same course south 46 degrees east 120 feet to the western corner of James Barnes land, thence north 44 degrees east by and with said James Barnes land 170 feet to a stake, thence in a westerly direction and parallel with said center line of concrete road known as Railroad Avenue 120 feet to a stake, thence in southerly direction and parallel with said James Barnes land 170 feet to the place of beginning, improvements thereon known as 306 E. Water Street.

The first being the same property which Clayton C. Carter conveyed to within Mortgagors by Deed dated July 25th, 1957 and recorded among the Land Records of Queen Anne's County in Liber TSP 35, folio 589.

The second bing the same property which George Albert Chambers and Wife conveyed to within Mortgagors by Deed dated October 22nd, 1960, recorded among the Land Records of Queen Anne's County in Liber TSP No. 57, Folio 271.

The third being the same property which Thomas G. Hayden and Wife conveyed to within Mortgagors by Deed dated October 31st, 1961 and recorded among the Land Records of said County in Liber TSP No. 63, Folio 230.

We, the undersigned Mortgagors, also grant and assign unto with in Mortgagee all of the furniture, fixtures, equipment, appliances, merchandise, provisions, supplies and chattels now located at said premises known as 306 E. Water Street, and to be acquired and placed upon said premises for use as a restuarant, primarily upon the first floor of said premises as collateral and security for within indebtedness and to be included within the terms of this mortgage, and including particularly the following items:

20 tables 30 X 30, Red Formica W/ stainless stell column and round base.
80 Chrome Chairs, red box seal
25 steel chairs, folding brown seat, channel line
1 20 case stainless steel Beer cooler
2 stainless steel toilet dispenser
2 stainless steel toilet deodorizers
1 3 compartment stainless steel sink w/25" drainboard (2) and blender mixer
1 Waitress Refrigerator Philco
1 Cook's Refrigerator (2) door 34 cu ft. Restaurant Upright
1 Freezer 17 cu ft. Upright
1 Stainless Steel Foof Warmer meat and 4 pits
Misc. Dish, knife, pots, pans, glasses and small equipment
1 National Electric Cash Register
1 York Safe
72 service - Syracuse china, Sandelwood Winthrop, dishes

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 Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors administrators and assigns, 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 Seventeen cents on each of said 270 shares of stock as dues, until the combined payment of dues shall amount to $130.00 Dollars fer each of said 270 shares, and also to pay weekly, the sum of 15¢ 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 $130.00 dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Gonstitution 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 ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Twenty-Six Dollars and No 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, or 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, constitution 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 Mortgagors 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 Philander 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 of the 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 Five 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 be), 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.

TEST:

MARY LEE SCHWARTZ

(MORTE P. BEDFORD (SEAL)
(MORTE P. BEDFORD
(
(MORTE P. BEDFORD
(
) BESSIE D. BEDFORD (SEAL)
(BESSIE E. BEDFORD

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this _____ day of April in the year one thousand nine hundred and Sixty-Two, before me, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Morte P. Bedford and Bessie E. Bedford the Mortggagor 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 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

MARY LEE SCHWARTS
Mary Lee Schwartz, Notary Public

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. 65, folio 508, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 1st, day of September in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

EXHIBIT NO. 2
Filed Sept. 7, 1965

No.48164
Re60394 RECEIVED FOR RECORD July 30, 1962

Two-Five-fifty; Two Two-twenty
Recordation Stamps.
Endorsed MPB, BDB 7/30/62

MORTGAGE, Made this 25th day of July in the year one thousand nine hundred and sixty two between MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife of the County of Queen Anne's, in the State of Maryland, Mortgagors, and the METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY a body corporate duly incorporated, Mortgagee.

WHEREAS, the said MORTE P. BEDFORD and BESSIE D. BEDFORD being members of the said body corporate have received therefrom an advance of Seven Thousand one hundred fifty ($7,150.00) Dollars on Fifty five (55) 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 MORTE P. BEDFORD and BESSIE D. BEDFORD do grant unto METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY and its successors and assigns, all thos three pieces or parcels of ground situate and lying in the Town of Centreville in the Third Election District of Queen Anne's County, known as 405 and 407 S. Liberty Street, 505 Hammond Street and 306 E. Water Street and being more particularly described in mortgage dated April 9, 1962 and recorded among Land Record of said County in Liber TSP No. 65, Folio 508 from within Mortgors to within Mortgagee, and including all of the furniture, fixtures, equipment, appliances, merchandise, provisions, supplies and chattels now located now located on any or all of said premises or to be acquired and placed upon said premises at

any future time, as additional collateral and security for within indebtedness and to be included within the terms of this mortgage.

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 Mortgagors, its successors and assigns IN FEE SIMPLE.

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors and assigns, covenant with the said Metropolis Building Association of Baltimore City its successors and assigns, to pay and perform, as follows, this is to say: To pay the Mortgagee, its successors and assigns, weekly, the sum of Seventeen cents on each of said Fifty five shares of stock as dues, until the combined payment of dues shall amount to One Hundred and Thirty Dollars for each of said Fifty five 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 and 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 assesements 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 ground rent and insurance upon said property the said MORTGAGOR hereby covenant to pay to the said MORTGAGEE, the further sum of Two Dollars and Forty 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 neccessary 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, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGEE 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 Mortgagors, 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 decre 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 Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Philander B. Bricsoe, 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 thepayment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the suuplus (if any there be), 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.

TEST:

ALICE C. PAPEN
Alice C. Papen

MORTE P. BEDFORD (SEAL)
Morte P. Bedford

BESSIE D. BEDFORD (SEAL)
Bessie D. Bedford, his wife

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 25th day of July, in the year one thousand nine hundred and sixty two, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Morte P. Bedford and Bessie D. Bedford, 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 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.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

ALICE C. PAPEN
Alice C. Papen Notary Public

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. 67, folio 380, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 1st, day of September in the year nineteen hundred and sixty-six.

Circuit
Court
Seal

CHARLES W. CECIL
Clerk

Filed Sept. 7, 1965

STATEMENT OF MORTGAGE DEBT
Filed Sept. 7, 1965

PHILANDER B. BRISCOE, Attorney named in Mortgages, vs. MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife	: : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY No. 4724 Folio 111 Docket No. C W C No 1

STATEMENT OF MORTGAGE DEBT

Mortgage account of Morte P. Bedford and Bessie D. Bedford.
Property known as 405 and 407 S. Liberty Street, 505 Hammond Street and 306 E. Water Street, located in Centreville, Third Election District of Queen Anne's County, including all the furniture, fixtures, equipment, appliances, merchandise, provisions, supplies and chattels located on said premises:

Total original loan (mortgages 4/9/62 and 7/25/62)	$42,150.00
Paid on account	2,810.96
	$39.339.04
Interest to Sept. 3, 1965 (24 weeks @$45.90)	1,101.60
Fines to Sept. 3, 1965 (24 weeks @ $15.30)	367.20
Release fee (1%)	393.39
Expense account, debit balance due by Mortgagors	304.82
	$41,506.05
Attorney's fee	10.00
President's fee	10.00
Total indebtedness due	$41,526.05

METROPOLIS BUILDING ASSOCIATION
OF BALTIMORE CITY

Corporate
Seal

FRANCIS P. HAMILL
Francis P. Hamill, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 3 day of September, in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland in and for said City of Baltimore, personally appeared Francis P. Hamill, Vice President of the Metropolis Building Association of Baltimore City, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgages filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

MAE E. MATOUSEK
Notary Public

MILITARY AFFIDAVIT
Filed Sept. 7, 1965

PHILADNER B. BRISCOE, Attorney named in Mortgages, vs. MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife	: : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Docket CWC #1 Folio 111 No. 4724

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared FRANCIS P. HAMILL, Vice President of Metropolis Building Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief.

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

FRANCIS P. HAMILL
Francis P. Hamill, Vice President Affiant

Subscribed and sworn to before me this 3 day of September, 1965.

Notary Public Seal — MAE E. MATOUSEK, Notary Public

Filed Sept. 7, 1965

CERTIFIED COPY OF BOND
Filed Sept. 7, 1965

RECEIVED FOR RECORD Sept. 7, 1965

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

Bond No. 56 87 258

KNOW ALL MEN BY THESE PRESENTS:

That we, Philander B. Briscoe 447 Equitable Building Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty-two Thousand and 00/100 -- ($42,000.00) 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 2nd day of September in the year of our Lord one thousand nine hundred sixty-five.

WHEREAS, the above bounden Philander B. Briscoe by virtue of the power contained in a mortgage from Morte P. Bedford and Bessie D. Bedford, his wife to Metropolis Building Association of Baltimore City bearing date the 9th day of April, 1962 and recorded among the mortgage records of Queen Anne's County in Liber TSP No. 65 Folio 508 and mortgage from Morte P. Bedford and Bessie D. Bedford, his wife to Metropolis Building Association of Baltimore City bearing date the 25th day of July, 1962 and recorded among the mortgage records of Queen Anne's County in Liber TSP, No. 67, Folio 380 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 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 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:

JAMES F. MATOUSEK

PHILANDER B. BRISCOE (SEAL)
Philander B. Briscoe

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

WITNESS:

As to Surety G. GILLIS
G. Gillis

Corporate Seal

By E. V. SHOCKLEY
E. V. Shockley, Attorney-in-Fact

Certified copy of power of attorney attached

Security approved and Bond filed Sept. 7, 1965

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 117, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 17th day of September in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

PETITION TO RENT PREMISES
AND TO COLLECT RENTS
Filed Sept. 7, 1965

PHILANDER B. BRISCOE, Attorney named in Mortgages	:	IN THE CIRCUIT COURT FOR
Vs.	:	QUEEN ANNE'S COUNTY IN EQUITY
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife	:	Docket No. CWC #1 folio 111
	:	No. 4724

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

PETITION TO RENT PREMISES

AND TO COLLECT RENTS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Philander B. Briscoe, Attorney named in Mortgages, respectfully shows:

1. That he is the Attorney named in the two mortgages from Morte P? Bedford and Bessie D. Bedford, his wife, to the Metripolis Building Association of Baltimore City, and filed as Exhibit No. 1 and Exhibit No. 2 in the above entitled preceedings, which said mortgages were made to secure loans in the total amount of $42,150.00, and which said mortgages are now in default.

2. That he has filed in these proceedings his approved bond in the penal amount of $42,000.00, and in pursuance of the power and authority contained in said mortgages the properties described therein will be sold by your Petitioner at public sale on October 2, 1965, commencing at 1:00 P.M..

3. That some of the properties covered by said mortgages are rented and some of the properties are occupied by the mortgagors.

4. That by Statement of Mortgage Claim filed in these proceedings a balance of $41,526.05 is due under said mortgages; that your Petitioner verily believes that the full amount of said mortgage claim may not be realized at said sale or sales, and that he therefore should be empowered and authorized by Order of this Honorable Court to collect the rents from the properties which are tenanted and to rent and collect the rentals from the properties which are not rented.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing and empowering him to collect the rents from such of the mortgaged premises which are rented and to rent and to collect the rentals from those not rented, during the pendency of these proceedings.

AND, as in duty bound, etc.

PHILANDER B. BRISCOE
PHILADNER B. BRISCOE
Attorney named in Mortgages

447 Equitable Building
Baltimore, Maryland 21202
Plaza 2-1403

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of September, 1965, before me, the subscribed, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared PHILANDER B. BRISCOE, Attorney named in Mortgages, the above named Petitioner, and made oath in due form of law that the matters and facts stated in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

MAE E. MATOUSEK
MAE E. MATOUSEK - NOTARY PUBLIC

Notary
Public
Seal

My commission expires June 30, 1967

Filed Sept. 7, 1965

ORDER
Filed Sept. 8, 1965

PHILANDER B. BRISCOE, Attorney named in Mortgages 447 Equitable Building Baltimore, Maryland 21202	:	IN THE
	:	CIRCUIT COURT
	:	FOR
Vs.	:	QUEEN ANNE'S COUNTY
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife 306 E. Water Street Centreville, Maryland	:	IN EQUITY
	:	Docket No. ____ folio _____
	:	No. 4724

;;;;;;;;;;;;;;;;;
ORDER

Upon the aforegoing Petition and Affidavit, it is this 8th day of September, 1965, ORDERED by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that Philander B. Briscoe, Attorney named in the Mortgages, be and he is hereby authorized, subject to the final determination of this proceeding and subject to the further order of this Court, to collect the rents from such of the mortgaged premises which are rented, and to rent and collect the rentals from such as are not rented, and that said Attorney is further ordered to account for said rents to this Court.

THOS J KEATING JR.
JUDGE

Filed Sept. 8, 1965

REPORT OF SALE
Filed Oct. 18, 1965

PHILANDER B? BRISCOE, Attorney named in Mortgages,	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife	*	QUEEN ANNE'S COUNTY IN EQUITY
	*	
	*	Docket Folio No. 4724

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The Report of Sale of Philander B. Briscoe, Attorney named in Mortgages filed as Exhibits 1 and 2 in the above entitled cause, to make sale of certain fee simple properties and chattels as described in said mortgages and as in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Queen Anne's Record-Observer, a newapaper published in Queen Anne's County, Maryland for more than three successive weeks preceding the day of sale, said Attorney did, pursuant to said notice on Satufday, the second day of October, 1965, commencing at 1:00 o'clock P.M. and after first offering each of said properties and chattels separately and reserving the bids thereon, offered them as an entirety and reserving the bid, and the bids for the said properties separately producing the greatest amount, sold the same as follows:

1. Premises No. 405 and 407 Liberty Street, in fee simple, to the Metropolis Building Association of Baltimore City, at and for the price of $4,000.00 and $5,000.00 respectfully;

2. Premises No. 505 Hammond Steet, in fee simple, to Bernard F. Dadds and Mary L. Dadds, his wife, for the price of $5,800.00; and

3. Premises No. 306 E. Water Street, in fee simple, and all the right, title and interest of the said mortgages in the chattels included in said premises, to Robert R. Larrimore, Jr., as agent for Robert R. Larrimore, Sr. for the total price of $27,000.00

Total Sales 41,800.00

PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney named in Mortgages

STATE OF MARYLAND ,CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Philander B. Briscoe, attorney named in mortgages, and made Oath 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.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal

HILDA DICKMAN
Hilda Dickman - Notary Public

Filed Oct. 18, 1965

CERTIFICATE OF BERNARD F. DADDS and MARY L. DADDS, his wife, Purchaser
Filed Oct. 18, 1965

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 2nd day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared BERNARD F. DADDS and MARY L. DADDS, his wife purchaser at the foreclosure sale in this cause, and made oath in due form of law that they are the purchaser and purchased same as principal and not as an agent for anyone, and that they have not directly or indirectly discouraged anyone from bidding for the said 505 Hammond Steet, mentioned in the said Report of Sale.
Centreville - Md.

BERNARD F. DADDS (SEAL)
Purchaser

ALEXANDER COOPER
Notary Public

Notary Public Seal

MARY L. DADDS
Purchaser

Filed Oct. 18, 1965

CERTIFICATE OF ROBERT R. LARRIMORE, JR. PURCHASER
Filed Oct. 18, 1965

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 2nd day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Robert R. Larrimore, Jr. purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as agent and his principal is Robert R. Larrimore, Sr. and that he has not directly or indirectly discouraged anyone from bidding for the said 306 E. Water Street, Centreville, Maryland , mentioned in the said Report of Sale

ROBERT R. LARRIMORE JR.
Purchaser

Notary Public Seal

ALEXANDER COOPER
Notary Public

Filed Oct. 18, 1965

CERTIFICATE OF PURCHASER
Filed Oct. 18, 1965

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 2nd day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared GEORGE M. BREEDEN, V.P. Metropolis Bldg, Assoc. of Balto City purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agnet for anyone that he has not directly or indirectly discouraged anyone from bidding for the said 405 S. Liberty St. Centreville, Md. mentioned in the said Report of Sale.

GEO. M. BREEDEN V.P. OF
Purchaser

Notary Public Seal

(SEAL) ALEXANDER COOPER
Notary Public

METROPOLIS BLDG ASSN.
Purchaser

Filed Oct. 18, 1965

CERTIFICATE OF PURCHASER
Filed Oct. 18, 1965

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 2nd day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared GEORGE M. BREEDEN, V P METROPOLIS BLDG ASSOC OF BALTO CITY purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said 407 S. Liberty St. Centreville - Md, mentioned in the said Report of Sale.

GEO. M. BREEDEN V.P.

METROPOLIS BLDG ASSO.

Notary Public Seal

(SEAL) ALEXANDER COOPER
Notary Public

AUCTIONEER'S AFFIDAVIT
Filed Oct. 18, 1965

PHILANDER B. BRISCOE, Attorney named in Mortgages	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife	*	QUEEN ANNE'S COUNTY In Equity
	*	No. 4724

AUCTIONEER'S AFFIDAVIT

WE, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

BY: JOSEPH A. COOPER

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by JOSEPH A. COOPER this 13th day of Oct. 1965

Notary Public Seal

MILDRED A. DELLMAN
Notary Public

Filed Oct. 18, 1965

Alex Cooper Auctioneers, Inc. AUCTIONEERS-REALTORS-APPRAISERS

Office:Plaza 2-4868
RES: ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND
October 13, 1966

Name Philander B. Briscoe, Attorney Named in Mortgages
Address 447 Equitable Building

Reference: Public Auction Sale
405 S. Liberty Street-407 S. Liberty St.
505 Hammond St. - 306 E. Water St.
Centreville, Queen Anne's County, Md.

Deposit on 505 Hammond Street		500.00
Deposit on 306 E. Water Street		2500.00
Total Deposits		3000.00
Less:		
Commission on 405 S. Liberty St.	77.50	
Commission on 407 S. Liberty St.	92.50	
Commission on 505 Hammond Street	102.50	
Commission on 306 E. Water Street	367.50	
Advertising: Sun Paper	136.40	776.40
Net Check Enclosed		2223.60

Philander B. Briscoe, Attorney Named in Mortgage
447 Equitable Building
Baltimore, Md. 21202

REPORT OF SALE

PROPERTY: 407 S. Liberty Street

SOLD TO: Metropolis Bldg, Association, Geo.M.Breeden,V.P.

ADDRESS:

AMOUNT OF SALE: $5,000.00

DEPOSIT:

Very truly yours,

ALEX COOPER, Auctioneer

By: ALEX COOPER
d

Philander B. Briscoe, Attorney Named Mortgage
447 Equitable Bldg.
Baltimore, Md. 21202

REPORT OF SALE

PROPERTY: 405 South Liberty Street

SOLD TO: George M. Breeden, V.P. Metropolis Bldg.Association

ADDRESS:

AMOUNT OF SALE: $4,000.00

DEPOSIT:

Very truly yours,

ALEX COOPER, Auctioneer

By: ALEX COOPER
d

Philander B. Briscoe, Attorney Named in Mortgage
447 Equitable Building
Baltimore, Md. 21202

REPORT OF SALE

PROPERTY: 505 Hammond Street,Centreville,Queen Anne's County, Md.

SOLD TO: Bernard F. Dadds and Mary L. Dadds

ADDRESS: 408 South Liberty St., Centreville, Md.

AMOUNT OF SALE: $5,800.00

DEPOSIT: $ 500.00

Very truly yours,

ALEX COOPER, Auctioneer

By: ALEX COOPER
d

Philander B. Briscoe, Attorney Named in Mortgage
447 Equitable Building
Baltimore, Md. 21202

REPORT OF SALE

PROPERTY: 306 E. Water Street including right, Title and Interest in Chattels.

SOLD TO: Robert R. Larrimore,Jr.,Agent for R.R. Larrimore, Sr.

ADDRESS: Box 217½ - Centreville, Md.

AMOUNT OF SALE: $27,000.00

DEPOSIT: $ 2,500.00

Very truly yours,

ALEX COOPER, Auctioneer

By: ALEX COOPER
d

CERTIFICATE OF ORDER
NISI ON SALE
Filed October 18, 1965

ORDER NISI ON SALE

Philander B. Briscoe, Attorney named in Mortgages	)	In the Circuit Court
	)	for Queen Anne's County
vs	)	In Equity
Morte P. Bedford and Bessie D. Bedford, his wife.	)	Cause No. 4724

ORDERED, this 18th. day of October, 1965, 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 18th. day of November, 1965, unless cauee 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 11th. day of November, 1965.

The report states the amount of sales to be $41,800.00.

CHARLES W. CECIL Clerk

Filed October 18, 1965

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Nov. 24, 1965

ORDER NISI ON SALE

Philander B. Briscoe
Attorney named in Mortgages
vs.
Morte P. Bedford and
Bessie D. Bedford, his wife

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

Cause No. 4724

ORDERED, this 18th day of October, 1965, 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 18th day of November, 1965, 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 11th day of November, 1965.

The report states the amount of sales to be $41,800.00.

CHARLES W. CECIL, Clerk

Filed: October 18, 1965
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. 11-24, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4724 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 in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11 day of Nov, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21 day of Oct, 1965, and the last insertion on the 4 day of Nov, 1965

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Nov. 24, 1965

FINAL ORDER OF RATIFICATION
Filed Nov. 26, 1965

PHILANDER B. BRISCOE, Attorney named in Mortgages	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife	*	IN EQUITY

No. 4724

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County this 26th day of November, 1965, that the sale of the property mentioned in these proceedings made and reported by Philander B. Briscoe, attorney named in mortgages, be finally ratified and confirmed, it appearing that no cause to the contrary has been shown and Certificate of Publication as provided in Nisi Order has been filed in these proceedings.

THOS J KEATING JR.
Judge
Circuit Court for Queen
Anne's County

Filed Nov. 26, 1965

REPORT OF AUDITOR
Filed July 7, 1966

PHILANDER B. BRISCOE,
Attorney named in Mortgages

vs.

MORTE P. BEDFORD and
BESSIE D. BEDFORD, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4724

TO THE HONOTABLE, 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 Philander B. Briscoe, Attorney named in Mortgages, of the mortgages foreclosed in these proceedings, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $947.97.

2. That in the within account Philander B. Briscoe, Attorney named in Mortgages and vendor, is charged with the proceeds of sale, interest on unpaid portion of purchase price and proration of taxes and municipal charges and for rents collected under Order of Court, and he is allowed his fees for his services in both of the mortgages foreclosed in these proceedings, his commissions for making said sales, per terms of mortgages, and a commission for collecting the rents herein collected, the Court costs in this cause, municipal charges, his premium on his corporate bond, advertising costs, the auctioneer's fees, the fee of your Auditor for stating this audit, and the balance was directed to be paid to the Mortgagee as a credit on the moneys due under the mortgages foreclosed herein.

3. That in said account the auctioneer was allowed separate fees for each of the parcels of real estate sold in this cause since they were sold at different locations and a fee for the personal property sold in this cause.

Respectfully submitted,

J THOMAS CLARK
Auditor

June 30, 1966

Filed July 7, 1966

Cause No. 4724

The proceeds of the sales of land reported in this cause, in account with Philander B. Briscoe, Attorney named in Mortgages, of the mortgages foreclosed in these proceedings (and vendor of said land)

CR.

1965 Nov. 26	By gross proceeds of the sale of said land per report of said vendor, to wit:----------	$41,800.00
	By interest on unpaid balance of purchases, per statement of vendor, to wit:----------	957.76
	By proration of State, County and Town taxes and municipal charges, per statement of vendor, to wit:----------	421.28
	By rents collected per Order of Court of September 8, 1965, per statement of vendor, to wit:----------	1,725.00
	By gross proceeds to be accounted for ----------	$44,904.04

Dr.

To Philander B. Briscoe, Attorney named in Mortgage, (and vendor) of said land, per terms of mortgages, as follows, to wit:

1-His fees for making said sales------$	700.00	
2-His commissions (which includes rents collected on sum of $43,525) -------$	2,326.25	3026.25
To		
To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk----$	35.80	
2-Appearance fee of Philander B. Briscoe, Attorney----------$	10.00	45.80
To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, as a partial payment on Court costs----------		15.00
To do., for an allowance for water and sewage charges for 1½ months on one of the parcels of real estate sold in this cause and charges to vendor per statement sheet, to wit:-		2.11
To do., for an amount due Queen Anne's Publishing Company for hand bills of sale, per statement exhibited, to wit:----------		4.26
To do., for an amount due Stewart C. Smith, Agent, on the said attorney's corporate bond filed in this cause, per statement exhibited, to wit:		168.00
To do., for amounts paid Queen Anne's Record-Observer, per receipts, as follows, to wit:		
1-Costs for publishing Notice of Sale----------	$162.50	
2-Costs for publishing Order Nisi of Sale----------	$ 14.00	176.50
To do., for amounts paid Alex Cooper, Auctioneer, for crying said sales, per receipts exhibited, as follows, to wit:		
1-For crying sale of parcel 405 Liberty Street (real estate)-------	$ 25.00	
2-For crying sale of parcel 407 Liberty Street (real estate)-------	$ 25.00	
3-For crying sale of parcel 505 Hammond Street (real estate)-------	$ 25.00	
4-For crying sale of parcel 306 East Water Street (real estate)----	$ 62.50	
5-For crying sale of $2,000.00 worth of personal property---------	$ 75.00	212.50
To J. Thomas Clark, Auditor, for stating this audit, the sum of ----------		130.50
To Metropolis Building Association of Baltimore City as a partial payment on its indebtedness of $41,526.05 as per statement of debt filed in this cause and the additional sum of $545.04 representing interest for 60 days after the date of sale, or a total indebtedness of $42,071.09, the balance or the sum of		41,123.12
		$44,904.04

June 30, 1966

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed July 7, 1966

PHILANDER B. BRISCOE,
Attorney named in Mortgages

vs.

MORTE P. BEDFORD and
BESSIE D. BEDFORD, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4724

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 7, 1966, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Philander B. Briscoe
447 Equitable Building
Baltimore, Maryland 21202

Morte P. Bedford and

Bessie D. Bedford
Centreville, Maryland 21617

Metropolis Building Association
of Baltimore City
1200 North Charles Street
Baltimore, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 7, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 22, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on Jyly 25, 1966.

J. THOMAS CLARK
Auditor

Filed July 7, 1966

CERTIFICATE OF NISI
RATIFICATION OF AUDIT
Filed July 7, 1966

NISI RATIFICATION OF AUDIT

PHILANDER B. BRISCOE, Attorney named in Mortgages,	)	In the Circuit Court
	)	for Queen Anne's County
VS.	)	In Equity
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife	)	Cause No. 4724

ORDERED, this 7th day of July, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 25th day of July, 1966, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed July 7, 1966

FINAL RATIFICATION OF AUDIT
Filed July 28, 1966

PHILANDER B. BRISCOE Attorney named in Mortgages,	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
MORTE P. BEDFORD and BESSIE D. BEDFORD, his wife.	)	Cause No. 4724

FINAL RATIFICATION OF AUDIT

ORDERED, this 28th. day of July, 1966, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Philander B. Briscoe, Attorney named in Mortgages is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed July 28, 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-third day of February in the year nineteen hundred and sixty-two, the following PETITION was filed for record, to wit:-

IN THE MATTER OF THE TRUST ESTATE OF EUGENE CLAYTON CANN	:	IN THE
	:	CIRCUIT COURT
**********	:	FOR
IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF EUGENE CLAYTON CANN CREATED BY ITEM SIX OF THE WILL OF LILLIAN A. CANN, DECEASED	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	Consolidated Causes
		No. 2736
		and
		No. 3636

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, respectfully shows:

1. That a part of the corpus of these trust estates consists of an undivided one-hald (½) interest of, in and to the tract of land or farm, known as "Chesterfield", and called for the purpose of identification in ehese trust estates, "The Eugene A. Cann Farm Property", situate, in the Third Election District of Queen Anne's County, Maryland, in part, on the left side of the public road known as U. S. Route No. 213 leading from Centreville to Church Hill in said County.

2. That by the provisions of the deed of trust dated January 24, 1928, your Petitioner is authorized to sell the real estate comprising a part of the principal or corpus of said trust estates therein mentioned and described, of which said farm is a part, if a sale thereof shall, in the opinion of your Petitioner, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable,at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That by Item Six of the Last Will and Testament of Lillian A. Cann, dated June 4, 1930, your Petitioner is authorized to convert, sell, invest and reinvest the property therein devised in trust, of which said farm is a part.

4. That your Petitioner has entered into a Contract of Sale dated February 15, 1962,with Lawrence Callahan to sell unto him an undivided one-half (½) interest of your Petitioner of, in and to Lot No. 1 Block A, of "Corsica Hills" on the survey plat entitled "Revised Plat of Corsica Hills, a Partial Sub-division Situate in Centreville, Third Election District, Queen Anne's County, Maryland" dated September, 1956, made by Walter E. Woodford, Jr., Surveyor, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 31 folio 166; the original of which Contract of Sale is filed herewith as a part hereof and marked "Petitioner's Exhibit A".

5. That your Petitioner alleges and believes that it is advisable and to the interest and advantage of the said Eugene Clayton Cann that the aforesaid Contract of Sale be ratified and that said lot and all his right, title, interest and estate therein be sold to Lawrence Callahan upon the terms and conditions setforth in the aforesaid Contract of Sale.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing, directing and empowering your Petitioner to sell unto Lawrence Callahan the real estate mentioned and described in this Petition for the sum of ONE THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS AND SEVENTY-FIVE CENTS ($1,172.75) upon the terms set forth in the Contract of Sale filed in these proceedings as "Petitioner's ExhibitA", and upon payment of the entire purchase money therefor, and not before, to grant and convey unto the said Lawrence Callahan, his heirs and assigns, all the Petitioner's right, title, interest and estate in and to said lot of land, subject to the conditions, covenants, easements and agreements mentioned in the said Contract of Sale.

Respectfully submitted:

CLAYTON C. CARTER
Successor Trustee for Eugene Clayton Cann

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 23 day of Feb., 1962, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared CLAYTON C. CARTER, Successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

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

"PETITIONER'S EXHIBIT A"

THIS CONTRACT OF SALE, made this 15th day of February, 1962, by and between OLIVIA CANN CARTER, party of the first part, WILLIAM H. CARTER, party of the second part, and CLAYTON C. CARTER, Successor Trustee for Eugene Clayton Cann, party of the third part, and LAWRENCE CALLAHAN, party of the fourth part.

WITNESSETH:

1. The parties of the first, second and third parts agree to sell and the party of the fourth part agrees to purchase ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, in the State of Maryland, in the Town of Centreville, on the West side of the State Highway, known as U. S. Route No. 213 leading from Centreville to Church Hill, which is known and designated as Lot No. 1, Block A, of "Coursica Hills" on the survey plat entitled "Revised Plat of Corsica Hills, a partial sub-division situate in Centreville, Third Election Disrrict, Queen Anne's County, Maryland" dated September, 1965, made by Walter E. Woodford, Jr., Surveyor, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 31 Folio 166, reference to said survey plat being hereby made for a particular description of the lot of land hereby sold by metes and bounds, courses and distances.

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.

2. The aforesaid premises is to be conveyed by the parties of the first, second and third parts to the party of the fourth part by a good and sufficient, special warranty deed, conveying a good and marketable fee simple title to said premises, free of all liens, mortages and encumbrances, except the following, to wit:

(a) Any publicly recorded easements or rights for roads or public utilities.

(b) And the conditions, covenants, easements and agreements contained in a Deed from Clayton Cann Carter, Successor Trustee, et al., to Alexander Knight and Olive F. Knight, his wife, dated July 14, 1953 and recorded among said Land Records in Liber T.S.P. No. 12 Folio 145.

3. For such Deed and conveyance the party of the fourth part agrees to pay to the parties of the first and third parts the sum of TWO THOUSAND THREE HUNDRED and FORTY-FIVE DOLLARS and FIFTY CENTS ($2,345.50), of which the sum of TWO HUNDRED FORTY-FIVE DOLLARS AND FIFTY CENTS ($245.50) by way of deposit has been paid to the parties of the first and second parts, receipt whereof is hereby acknowledged, the balance, being the sum of TWO THOUSAND ONE HUNDRED DOLLARS ($2,100.00) shall be paid in sixty (60) consecutive monthly installments as follows, viz: The sum of FORTY DOLLARS AND SIXTY CENTS ($40.60) shall be paid on the 15th day of March, 1962 and a like amount shall be paid on the 15th day of the next succeeding fifty-eight (58) months, and a final payment of the balance of principal and interest shall be paid on the 15th day of February, 1967, said monthly payments to be applied first to the payment of interest at the rate of six per cent (6%) per annum on the balance of unpaid princial and the amount remaining after the payment of said interest to be applied on account of the unpaid principal indebtedness. Upon any rebular installment payment date the party of the fourth part may make any number of full installments on account of the principal balance due or pay the entire amount then due; such additional installments payments so made, if any, shall not postpone or reduce thereafter the periodical installment payments herein contracted to be made, but shall operate to discharge the debt secured hereby at an earlier date by reducing the percentage of such anticipated installment payments applicable to interest and increasing the percentage applicable to principal.

4. All taxes, sewer and water charges levied against the said property, except the front foot sewer assessment of the Town of Centreville, shall be adjusted to the date of final settlement; and the parties of the first and third parts covenant and agree with the party of the fourth part to pay the aforesaid front foot sewer assessment.

5. 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, on March 10, 1967, at 10:00 o'clock A.M., unless the full amount of the purchase price shall be paid prior to January, 1967, in which event final settlement hereunder shall take place within ten (10) days from the date of the full payment of the purchase price, or unless some other time and/or place is mutually agreed upon, at which time full possession of said lot shall be given.

The said deed shall be prepared by the attorney for the party of the fourth part at his expense and recorded among the Land Records of Queen Anne's County at his expense, including all revenue and documentary stamps.

The costs of any title examination of the premises which the party of the fourth part may desire shall be paid by him.

6. If the parties of the first and third parts shall be unable to give title or to make conveyance as herein provided, then the parties of the first and third parts shall use reasonable diligence to remove any title defect, and the time for the consummation of this agreement shall extended sixty (60) days. In the event the parties of the first and third parts shall be unable to remove such title defect, 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 the party of the fourth part fails to perform any of the agreements on his part herein set forth, then all payments made hereunder, may, at the option of the parties of the

first and third parts, be retained by them as liquidated damages.

7. This contract is to be executed sumultaneously in two (2) counterparts, each of which shall be deemed an original, buthboth of which together shall constitute one and the same instrument.

8. 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 to this agreement do hereunder subscribe their names and affix their seals.

TEST:

PHILEMAN H. CONNOLLY	OLIVER CANN CARTER (SEAL) Olivia Cann Carter
PHILEMAN H. CONNOLLY	WILLIAM H. CARTER (SEAL) William H. Carter
REBECCA JANE NELSON	CLAYTON C. CARTER (SEAL) Clayton C. Carter Successor Trustee for Eugene Clayton Cann
REBECCA JANE NELSON	LAWRENCE CALLAHAN (SEAL) Lawrence Callahan

Filed Feb. 23, 1962

ORDER OF COURT

The aforegoing Petition and Affidavit having been read anc considered, it is thereupon, this 26th day of February, 1962, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED, that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, be and he is hereby authorized, empowered and directed to make sale to the said Lawrence Callahan, his heirs and assigns, of the lot of land described in the aforegoing Petition and all his right, title, interest and estate therein, at and for the sum of ONE THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS AND SEVENTY-FIVE CENTS ($1,172.75) upon the terms set forth in the Contract of Sale filed in these proceedings as "Petitioner's Exhibit A", and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase money, and not before, to grant and convey unto the said Lawrence Callahan, his heirs and assigns, all his right, title, interest and estate in and to said lot of land, subject to the conditions, covenants, easements and agreements set forth in the said Contract of Sale; and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon receipt of said purchase money, shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future Order of this Court for the benefit of his cestue que trust the same as if the proceeds had remained land, and subject to the same devolution of title as by said Deed of Trust and Last Will and Testament creating the aforesaid trust estates is provided.

THOS J KEATING JR.
Judge

Filed Feb. 26, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Third day of February in the year nineteen hundred and sixty-six, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

Morton J. Owrutsky and Lloyd O. Whithead, Substitute Trustees	*	No. 4753 Chancery
	*	In the Circuit Court
vs	*	For Queen Anne County,
Wilbert Jacobs and Elva Jacobs, his wife	*	State of Maryland

****

ORDER TO DOCKET DUIT FORECLOSING DEED OF TRUST

Mr. Charles W. Cecil, Esquire, Clerk of said Court:

Mr. Clerk:

Please docket the above entitled case and file herewith the Affidavit of Indebtedness, and Deed of Trust, said Deed of Trust being dated September 8, 1961 from Wilbert Jacobs and Elva Jacobs, his wife, and recorded among the Land Records of Queen Anne County, State of Maryland, in Liber T.S.P. No. 62, Folio 360, Morton J. Owrutsky and Lloyd O. Whitehead having been appointed Substitute Trustee in accordance with the provisions of said Deed of Trust.

LLOYD, WHITEHEAD & MORTON J. OWRUTSKY

BY LLOYD O. WHITEHEAD

BY MORTON J. OWRUTSKY
Substitute Trustees
132 East Main Street
Salisbury, Maryland 21801

Filed Feb. 3, 1966

DEED OF TRUST
Filed Feb. 3, 1966

LIBER 62 PAGE 360

No.46637
Re57026 RECEIVED FOR RECORD Sept 19, 1961

DEED OF TRUST --- MARYLAND

THIS DEED made this 8th. day of September, 1961, by and between Wilbert Jacobs and Elva Jacobs, his wife hereinafter referred to as "Grantors" and Joseph I. Huesman and Richard H. Lerch, Trustees, hereinafter referred to as "Trustees."

1. WHEREAS, Grantors are justly indebted unto WISE HOMES OF Elkton, INC., hereinafter referred to as "Noteholder" (and as used hereinafter the term "Noteholder" includes, in addition to the said Wise Homes of Elkton, Inc., its successors and assigns), in the full sum of five thousand eight hundred twenty nine dollars and 60/100 ---- Dollars ($5829.60) for which amount the said Grantors have signed and delivered Grantors' promissory note bearing even date herewith and payable in equal consecutive monthly installments of $69.40 each, beginning November 5th., 1961, with interest upon any installment unpaid when due, and/or upon the unpaid balance after maturity, at the rate of 6% per annum. Said note is payable at P. O. Box 3055, Greensboro, N. C., or at such other place as Noteholder may designate in writing from time to time.

Said note provides that should any default be made in the payment of any part or installment thereof when due and payable as above expressed or in the event of the breach of any of the covenants in this deed of trust, the entire unpaid balance shall, at the option of the holder, become due and payable immediately without notice.

2. Grantors desire to secure the prompt payment of the sum payable under the Grantors' promissory note when and as the same shall become due and payable, together with any renewals or extensions of said note, and together with all taxes, assessments and insurance premiums, and all costs and expenses incurred in respect thereto, including counsel fees of 15% incurred or paid by the Trustees, or substituted trustee, or by any person hereby secured in the event said note is placed in the hands of an attorney for collection or on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof at the rate of 6% per annum.

3. Grantors, in consideration of the premises, and of One Dollar ($1.00), to them in hand paid by Trustees, receipt of which is hereby acknowledged, have granted and conveyed, and do hereby grant and convey unto Trustees, their successors and assigns forever in Trust, all the following described land and premises situated in the County of Queen Anne and State of Maryland, known and distinguished as:

ALL that lot, tract or parcel of land situate, lying and being in the Sixth Election District, Queen Anne County, State of Maryland, and more particularly described as follows:

BEGINNING at a point on the southern margin of State Road #309 and the North-Western

corner of the lands of Torres; thence in a Westerly direction and along the Southern margin of aforesaid road for a distance of 792 feet to a point; which is the point of beginning; thence in a South-Westerly direction and perpendicular to route #309 for a distance of 150' to a point; thence in a North-Westerly direction and parallel to the aforesaid road for a distance of 100' feet to a point; thence in a North-Easterly direction and perpendicular to route #309 for a distance of 150' to a point; thence in a South-Easterly direction and along the Southern Margin of Route #309 for a distance of 100' back to the point of beginning:

BEING all the land recorded in the name of Wilbert Jacobs and Elva Jacobs, his wife, and of record in the Clerk's office, Queen Anne County, State of Maryland.

4. The parties hereto agree that all the buildings walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed, together with all rentals, income, issues, and profits that may accrue from said premises or any part thereof, part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

5. TO HAVE AND TO HOLD the above described property to the said Trustees, and their successors in trust forever, together with all the appurtenances, hereditaments, improvements, fixtures, rights, privileges, and easements thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of Grantors, of, in, to or out of the same.

6. IN AND UPON THE TRUST, NEVERTHELESS, hereinafter declared; that is to say: In Trust to permit Grantors, or assigns, to use and occupy the said described land and premises and the rents, issues and profits thereof, to take, have and apply to and for their sole use and benefit until default be made in the payment of the promissory note hereby secured, or any installment thereof, when and as the same shall become due and payable, or in payment of any proper cost, expense or other sums in and about the same as herein provided, or until default be made in any of the terms or conditions of this deed of trust;

7. Upon the full payment of all of said note and all moneys advanced or expended as herein provided, and all other costs, charges, commissions and expenses at any time before the sale hereinafter provided for, and upon full performance of all of the terms and conditions hereof, the Trustees will release and reconvey the said described premises unto the said Grantors, or their heirs, successors or assigns, at Grantors' cost and expense.

8. AND UPON THIS FURTHER TRUST, that upon any default or failure being made in the payment of said note, or of any installment thereof when and as the same shall become due and payable, or upon default being made in the payment after demand therefor of any money advanced as herein provided for, or in the payment of any proper costs, charge, commission or expense in and about the same, all of which Grantors hereby covenant and agree to pay, or upon a breach of any of the terms and conditions hereof by Grantors, then and at any time thereafter the Trustees (either of whom may act hereunder) shall have the power and it shall be their duty to sell, and in case of any default of any purchaser, to resell the said described land and premises at public auction,upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as Trustees acting in the execution of this trust shall deem advantageous and proper; and to convey the same fee simple, upon compliance with the terms of sale, to the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money and of the proceeds of said sale or sales. The proceeds of any such sale shall be applied as follows: FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for incident to such sale, an attorney's fee of $75.00, and any necessary documentary stamps or transfer taxes, and all moneys advanced or expended pursuant to the terms hereof, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation, a commission on the amount of said sale or sales equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; SECONDLY, to pay whatever may then remain unpaid of said note if the same shall be due or not, it being agreed that said note shall, upon said sale being made before the maturity of said note be and become immediately due and payable at the election of the holder thereof; THIRDLY, to pay the remainder of said proceeds, if any there be, to said Grantors, their heirs, successors, or assigns (or the person or persons legally entitled thereto), upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

9. Grantors hereby covenant and agree that they will, during the continuance of this trust, keep the buildings now upon the said property herein conveyed, or that may hereafter be erected thereupon during the continuance of this trust, unceasingly insured for their full insurable value against loss or damage from fire and tornado and such other risks as may be specified by the Noteholder, in companies acceptable to the Noteholder, and will deliver each such policy, with satisfactory mortgage clause attached, to the Noteholder, promptly, and that they will pay the premium or premiums for such insurance promptly as the same becomes due and payable, and in case they should fail to furnish such insurance or to pay such premiums, thereon, then the Noteholder shall have the right to procure such insurance and to pay such premiums and collect the amount so paid from Grantors, with interest at six per centum per annum from the time or times of payment until so collected, and this deed of trust shall be and remain security for the payment of same.

10. If the premises covered hereby or any part thereof shall be damaged by fire or

other hazard against which insurance is held as hereinbefore provided, the amount paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Noteholder, and at Noteholder's option may be applied to the sum secured hereby or released for the repairing or rebuilding of the premises.

11. Grantors hereby covenant and agree that they will during the continuance of this trust, keep the buildings,improvements, appurtenances and fixtures now upon the said property herein conveyed, or that may hereafter be rected, placed or attached thereupon during the continuance of this trust, in a state of good order and repair and fully protected from the elements to the satisfaction of the Noteholder, and will not commit or permit any waste thereof; and should Grantors fail to conform to any or all of the above stipulations,the Noteholder shall then have the right to make such repairs as may be necessary to keep the buildings, improvements, appurtenances and fixtures in good order and repair, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment, and this deed of trust shall be and remain security for the payment of same.

12. Grantors further covenant and agree that they will pay all taxes, charges and assessments which may be levied or assessed against the property hereby conveyed; and Grantors further covenant and agree not to suffer or permit all or any part of said taxes, charges or assessments to become or remain delinquent, or to permit the property or any part thereof to be sold for taxes, and further to furnish annually to Noteholder all tax and assessment receipts showing full payment of said taxes, charges or assessments; that should Grantors fail to pay all or any part of said taxes, charges or assessments which shall be levied or assessed against any of said property, then the Noteholder may, at Noteholder's option, pay said taxes, charges or assessments, or redeem the property from tax sale, if it has been sold, and the Grantors hereby agree to repay to Noteholder any and all sums which may have been paid or for which Noteholder may have become obligated in paying said taxes, charges or assessments, or in redeeming said property from any tax sale, together with interest at six per centum per annum from the date the same shall have been paid, and this deed of trust shall cover the same and stand as security therefor.

13. Grantors agree to pay all sums, including costs, expenses and reasonable attorney's fees, which Noteholder may incur or expend in any proceeding to sustain the lien of this deed of trust or its priority, or in defending against the liens or claims of any person or persons asserting priority over this deed of trust, together with interest on any such sums at the rate of six per centum per annum until paid, and this trust shall stand as security therefor.

14. If default be made in the payment of all or any part of the sums hereby secured, at the time and place provided in the note, hereinbefore referred to, or in this deed of trust, or if the said Grantors shall suffer or permit waste on the premises herein granted and conveyed, or permit any mechanic's or other liens arising either by contract or law which might be prior in lien to this deed of trust to be created, or rest upon all or any part of said premises hereby granted and conveyed without paying the same or procuring the release and discharge of said premises from said lien or liens within thirty (30) days, or instituting legal procedure, approved by Noteholder for the removal of said lien or liens, and to prosecute the same to its normal conclusion within a reasonable time, or shall make default in the full performance of each, any or all of the stipulations, covenants and agreements of this deed of trust, then and in each and every such case the entire principal sum secured by this deed of trust with all interest accrued thereon and all amounts secured hereby shall, at the option of Noteholder, be and become at once due and payable without notice or demand and may at any time thereafter be collected by any legal or equitable proceedings.

15. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustees acting shall be entitled ton one-half (½) the commission above provided, to be computed on the unpaid balance of the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

16. Grantors covenant that they will warrant generally the land and premises hereby conveyed, and that the will execute such further assurances of said land as may be requisite or necessary.

17. THE COVENANTS herein contained shall bind, and the benefits and advantages thereof shall inure to, the respectibe 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.

18. Grantors further covenant and agree that should they suffer or permit a delinquency to occur in an installment or other payment for taxes, charges, assessments and insurance, the Noteholder may, at Noteholder's option, engage legal consel to collect the said delinquent installment, taxes, charges, assessments and insurance and Grantors will reimburse Noteholder for all such reasonable attorney's fees and the failure of Grantors promptly to make such reimbursement shall, at the option of the Noteholder, constitute a default in the terms of this deed of trust.

It is further understood and agreed that Grantors will, upon demand of Noteholder, deposit monthly sums sufficient to cover the pro rata charges necessary to pay all taxes, assessments and hazards insurance, such sums to be estimated by Noteholder and held to be used only for the payment of the above charges.

19. Theholder of the indebtedness secured by this deed of trust shall be entitled to remove, substitute or add a trustee or trustees, at is option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the County in which the aforesaid premises, or a part thereof, is situated, subject to any applicable statutory provisions.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered in
The Presence of:

WILLIAM LEVIN

WILBERT JACOBS (SEAL)
Wilbert Jacobs

ELVA JACOBS (SEAL)
Elva Jacobs

State of maryland)
) SS:
County of Queen Anne)

I HEREBY CERTIFY, that on this 8th. day of September, 1961, before me, a Notary Public of Maryland the undersigned officer, personally appeared Wilbert Jacobs and Elva Jacobs, hos wife, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary
Public
Seal

JOHN J. FRANCE
Notary Public

My Commission expires:
May 6, 1963

Two-Five-Fifty; One-One Dollar
Ten Cent Recordation tax stamps.
Endorsed 9-19-61

AFFIDAVIT OF INDEBTEDNESS
Filed Feb. 3, 1966

Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees	*	No. 4735 Chancery
	*	In the Circuit Court
vs	*	For Queen Anne County
Wilbert Jacobs and Elva Jacobs, his wife	*	State of Maryland

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AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of January, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, who made oath in due form of law that they have been appointed Substitute Trustees for Mid-State Mortgage Corporation, in accordance with the provisions of a Deed of Trust from Wilbert Jacobs and Elva Jacobs, his wife, dated September 8, 1961 and recorded among the Land Records of Queen Anne County, State of Maryland, in Liber T.S.P. No. 62, Folio 360; and on behalf of said Mortgagee, being authorized so to do, made oath in due form of law that the sum of $4,536.30 together with interest from January 28, 1966, is now due and owing; and further made oath that said Defendants are not members of the Armed Forces of the United States of Maerica or any of its allies or intitled to the benefits therein in accordance with the Soldiers and Sailors Relief Act and amendments thereon and have not been discharged therefrom within a period of thirty (30) days.

AS WITNESS my hand and Notarial Seal.

CHARLOTTE M. RICHARDSON
NOTARY PUBLIC

Notary
Public
Seal

My commission expires: July 1, 1967

Filed Feb. 3, 1966

MORTGAGEE'S OR ATTORNEY'S BOND
Filed Feb. 3, 1966

RECEIVED FOR RECORD Feb. 3, 1966

THE TRAVELERS INDEMNITY COMPANY
Hartford, Connecticut
(A Stock Company)

Mortgagee's or Attorney's Bond

KNOW ALL MEN BY THESE PRESENTS, That we Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees as Pirncipal, and THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecitcut, as Surety,

are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND ----- Dollars, to be paid to the 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 31st day of January in the year of our Lord nineteen hundred and sixty-six.

WHEREAS, the above bounden Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, by virtue of the power contained in a Deed of Trust from Wilbert Jacobs and Elva Jacobs, to Joseph I. Huesman and Richard H. Lerch, Trustees for Wise Homes, Inc. bearing date the 8th day of September and recorded among the mortgage records of Queen Anne County, State of Maryland in Liber T.S.P. No. 62 Folio 360 and said Substitute Trustees are about to sell the land and premises described in said Deed of Trust 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 Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

CHARLOTTE M. RICHARDSON

LLOYD O. WHITEHEAD (SEAL)
Lloyd O. Whitehead

MORTON J. OWRUTSKY (SEAL)
Morton J. Owrutsky

THE TRAVELERS INDEMNITY COMPANY

By ELMER F. RUARK
Attorney-in-Fact.

Corporate Seal

Corporate Seal

Security approved and Bond filed Feb. 3, 1966.

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing was truly taken and copied from Liber C.W.C. No. 1, folio 127, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of February in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed March 14, 1966

Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees	*	No. 4753 Chancery
	*	In the Circuit Court
vs	*	For Queen Anne County,
Wilbert Jacobs and Elva Jacobs, his wife	*	State of Maryland

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, pursuant to the power of sale contained in the Deed of Trust dated September 8, 1961, from Wilbert Jacobs and Elva Jacobs, his wife, and recorded among the Land Records of Queen Anne County, State of Maryland, in Liber T.S.P. No. 62, Folio 360; respectfully shows:

That after default had been made in the terms, covenants, and conditions of the said Deed of Trust, and having given at least twenty (20) days notice by advertisement published once a week in each of four (4) successive weeks in the Queen Anne Record Observerr, a newspaper published in Queen Anne County, Maryland, prior to Friday, March 4. 1966, and after given bond with the securities approved by the Clerk of this Court, said Trustees did, on Friday, March 4, 1966, at 3:30 o'clock P.M., attend at the front door of the Court House at Centreville, Maryland, it being the time and place mentioned in said advertisement, as will more fully appear by reference to the attahced copy thereof with certificate of its pub=

lication, and said Trustees did then and there offer for sale at public auction, subject to all prior liens and encumbrances, all the right, title, and interest of the said Wilbert Jacobs and Elva Jacobs, his wife, said property being more particularly described as follows:

ALL that lot, tract or parcel of land situate, lying and being in the Sixth Election District, Queen Anne County, State of Maryland, and more particularly described as follows: BEGINNING at a point on the Southern margin of State Road #309 and the North-Western corner of the lands of Torres; thence in a Westerly direction and along the Southern margin of aforesaid road for a distance of 792 feet to a point; which is the point of beginning; thence in a Southwesterly direction and perpendicular to route #309 for a distance of 150 feet to a point; thence in a Northwesterly direction and parallel to the aforesaid road for a distance of 100 feet to a point; thence in a Northeasterly direction and perpendicular to route #309 for a distance of 150 feet to a point; thence in a Southeasterly direction and along the Southern margin of Route #309 for a distance of 100 feet back to the point of beginning; BEING all the land recorded in the name of Wilbert Jacobs and Elva Jacobs, his wife, and of record in the Clerk's Office, Queen Anne County, State of Maryland.

AND your Trustees sold the aforedescribed property to Mid-State Mortgage Corporation, a body corporate of the State of Florida, at and for the sum of $4,500.00, it, at the sum, being the highest bidder therefor, and the said purchaser has bomplied with the terms of sale.

Respectfully submitted,

LLOYD O. WHITEHEAD
Lloyd O. Whitehead, Substitute Trustee

MORTON J. OWRUTSKY
Morton J. Owrutsky, Substitute Trustee

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of March, 1966, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true and correct to the best of their knowledge, information, and belief and that the sale therein reported was fairly made.

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

CHARLOTTE M. RICHARDSON
NOTARY PUBLIC

Notary
Public
Seal

My commission expires: July 1, 1967

Filed Mar. 14, 1966

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed March 14, 1966

PERDUE & OWRUTSKY
Attorneys at Law
132 East Main Street
Salisbury, Maryland

TRUSTEE'S SALE
- OF VALUABLE -

HOME AND LOT AT QUEEN ANNE,
MARYLAND, KNOWN AS THE WILBERT
JACOBS AND ELVA JACOBS PROPERTY

By birtue of the power of sale and authority contained in a Deed of Trust executed by Wilbert Jacobs and Elva Jacobs, his wife, dated September 8, 1961, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 62, Folio 360, default having occurred thereunder, the undersigned Substituted Trustees, will sell at Public Auction.

AT THE FRONT DOOR OF THE COURT HOUSE AT
CENTREVILLE, MARYLAND ON

FRIDAY, MARCH 4, 1966

AT ABOUT 3:30 O'CLOCK P.M., the following land:

ALL that lot, tract or parcel of land situate, lying and being in the Sixth Election District, Queen Anne's County, State of Maryland, and more particularly described as follows: BEGINNING at a point on the southern margin of State Road #309 and the North-Western corner of the land of Torres; thence in a Westerly direction and along the Southern margin of aforesaid road for a distance of 792 feet to a point; which is the point of beginning; thence in a South-Westerly direction and perpendicular to Route #309 for a distance of 150 feet to a point; thence in a North-Westerly direction and parallel to the aforesaid road for a distance of 100 feet to a point; thence in a North-Easterly direction and perpendicular to Route

#309 for a distance of 150 feet to appoint; thence in a South-Easterly direction and along the Southern Margin of Route #309 for a distance of 100 feet back to the point of beginning: BEING all the land recorded in the name of Wilbert Jacobs and Elva Jacobs, his wife, and of record in the Clerk's Office, Queen Anne's County, State of Maryland.

POSSESSION of said property will be given upon ratification of sale.

TERMS OF SALE: $1,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 6% per annum and to be secured to the satisfaction of said Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, revenue stamps, and costs of recording at the expense of the purchaser or purchasers.

LLOYD O. WHITEHEAD AND
MORTON J. OWRUTSKY Substitute
Trustees
132 East Main Street, Salisbury,
Maryland
Telephone: 742-6141

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 3-10 , 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEES' SALE 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 in Centreville, in Queen Anne's County, Maryland, once a week for 4 seccessive weeks before the 4 day of March, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10 day of Feb, 1966, and the last insertion on the 3 day of March, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Mar. 14, 1966

PURCHASER'S AFFIDAVIT
Filed Mar. 14, 1966

Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees	*	No. 4753 Chancery
	*	In the Circuit Court
vs	*	For Queen Anne County
Wilbert Jacobs and Elva Jacobs, his wife	*	State of Maryland

****

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT

I HEREBY CERTIFY, that on this 7th day of March, 1966, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lloyd O. Whitehead, the purchaser of the real estate described in the above proceedings, and he did make oath in due form of law:

1. That in making said purchase, he was acting as agent for Mid-State Mortgage Corporation, a body corporate of the State of Florida.

2. That there are no other parties than Mid-State Mortgage Corporation interested in the purchase of the said real estate as principals.

3. That he, as agent for Mid-State Mortgage Corporation, did not directly or indirectly discourage anyone from bidding for said property.

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

Notary
Public
Seal

CHARLOTTE M. RICHARDSON
NOTARY PUBLIC
My commission expires: July 1,1967

Filed Mar. 14, 1966

CERTIFICATE OF
ORDER NISI ON SALE
Filed March 14, 1966

ORDER NISI ON SALE

Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees	)	In the Circuit Court for Queen Anne's County

vs.) In Equity
)
Wilbert Jacobs and) Cause No. 4753
Elva Jacobs, his wife)

ORDERED, this 14th day of March, 1966, that the sale of the real property, made and reported in this cause by LLoyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, be ratified and confirmed, on or after the 14th day of April, 1966, 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 1966.

The report states the amount of sales to be $4,500.00.

CHARLES W. CECIL Clerk

Filed March 14, 1966

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed April 19, 1966

PERDUE & OWRUTSKY
Attorneys at Law
132 East Main Street
Salisbury, Maryland

TRUSTEES' SALE
- OF VALUABLE -
HOME AND LOT AT QUEEN ANNE,
MARYLAND, KNOWN AS THE WILBERT
JACOBS AND ELVA JACOBS PROPERTY

By virtue of the power of sale and authority contained in a Deed of Trust executed by Wilbert Jacobs and Elva Jacobs, his wife, dated September 8, 19tl, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 62, Folio 360, default having occurred thereunder, the undersigned Substitute Trustees, will sell at Public Auction.

AT THE FRONT DOOR OF THE COURT HOUSE AT
CENTREVILLE, MARYLAND, ON

FRIDAY, MARCH 4, 1966

AT ABOUT 3:30 O'CLOCK P.M., the following land:

ALL that lot, tract or parcel of land situate, lying and being in the Sixth Election District, Queen Anne's County, State of Maryland, and more particularly described as follows: BEGINNING at a point on the southern margin of State Road #309 and the North-Western corner of the lands of Torres; thence in a Westerly direction and along the Southern margin of aforesaid road for a distance of 792 feet to a point; which is thepoint of beginning; thence in a South-Westerly direction and perpendicular to Route #309 for a distance of 150 feet to a point; thence in a North-Westerly direction and parallel to the aforesaid road for a distance of 100 feet to a point; thence in a North-Easterly direction and perpendicular to Route #309 for a distance of 150 feet to a point; thence in a South-Easterly direction and along the Southern Margin of Route #309 for a distance of 100 feet back to the point of beginning: BEING all the land recorded in the name of Wilbert Jacobs and Elva Jacobs, his wife and of record in theClerk's Office, Queen Anne's County, State of Maryland.

POSSESSION of said property will be given upon ratification of sale.

TERMS OF SALE: $1,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of waid County, the unpaid portion to bear interest at the rate of 6% per annum and to be secured to the satisfaction of said Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, revenue stamps, and costs of recording at the expense of the purchaser or purchasers.

LLOYD O. WHITEHEAD AND MORTON J.
OWRUTSKY Substitute Trustees
132 East Main Street,
Salisbury, Maryland
Telephone: 742-6141

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md. April 15, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's sale - Wilbert Jacobs and Elva Jacobs property in the estate of Wilbert Jacobs and Elva Jacobs a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 4th day of March, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of February 1966, and the last insertion on the 3rd. day of March, 1966

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed April 19, 1966

APPOINTMENT OF SUBSTITURE TRUSETT
Filed April 25, 1966

No. 55191
Rel4218 RECEIVED FOR RECORD Feb. 7, 1966

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, the undersigned Corporation is the owner and holder of the indebtedness secured by a Deed of Trust from Wilbert Jacobs and Elva Jacobs, his wife to Joseph I. Huesman and Richard H. Lerch, Trustees for Wise Homes, of Elkton, INC., dated September 8, 1961 and recorded among the Land Records of Queen Anne County, State of Maryland, in Liber T.S.P. No. 62, Folio 360-363; and

WHEREAS, Item Nineteen (19) of said Deed of Trust provides for the removal and substitution of a Trustee or Trustees, at the option of the holder of the indebtedness secured by this Seed of Trust.

NOW, THEREFORE, pursuant to Item Nineteen (19) as set forth in said Deed of Trust and Ruly W 77, Section D of the Maryland Rules of Procedure, 1962 edition as amended, Morton J. Owrutsky of Wicomico County, State of Maryland and Lloyd O. Shitehead of Wicomico County, State of Maryland, are hereby appointed substitute Trustee(s), to act in all respects as Trustee's), under the terms of said Deed of Trust in the place and stead of Joseph I. Huesman and Richard H. Lerch, the predecessor Trustee(s).

IN WITNESS WHEREOF, the undersigned Corporation has caused this instrument to be signed in its corporate name by its Vice-President and its corporate seal to be hereunto affixed, attested by its Secretary, this 12th day of January, 1966.

ATTEST: MID STATE MORTGAGE, CORP.

O L ARAY — Corporate Seal — BY O. C. KING
Ass't Secretary — Vice-President

(Corporate Seal)

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH,

On this 12th day of January, 1966, before me, Jenny D. Terwillinger, the undersigned officer, personally appeared O. C. King who acknowledged to be the Vice-President of MID STATE MORTGAGE, CORP. a corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JENNY D. TERWILLEGER
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires Sept. 2, 1968 Bonded by American Surety Co. of N. Y.

Filed April 25, 1966

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed April 25, 1966

ORDER NISI ON SALE

Morton J. Owrutsky and
Lloyd O. Whitehead
Substitute Trustees
vs.
Wilbert Jacobs and
Elva Jacobs, his wife

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

Cause No. 4753

ORDERED, this 14th day of March, 1966, that the sale of the real property, made and reported in this cause by Lloyd O. Whitehead and Morton J. Owrutsky,

Substitute Trustees, be ratified and confirmed, on or after the 14th day of April, 1966, 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, 1966.

The report states the amount of sales to be $4,500.00.

CHARLES W. CECIL, Clerk

Filed: March 14, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 4 - 20 , 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4753 in the --- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7 day of April, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17 day of March 1966, and the last insertion on the 31 day of March, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed April 25, 1966

FINAL ORDER OF RATIFICATION
Filed April 25, 1966

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne County, State of Maryland, this 25th day of April, 1966, that the sale made and reported by the Substitute Trustees, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; that said Substitute Trustees are allowed a fee of $200.00 in lieu of commissions.

THOS J KEATING JR.
JUDGE

Filed April 25, 1966

AUDITOR'S REPORT
Filed April 28, 1966

Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees	*	No. 4753 Chancery
	*	In the Circuit Court
vs.	*	For Queen Anne County
Wilbert Jacobs and Elva Jacobs, his wife	**	State of Maryland

****

AUDITOR'S REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor, to whom the proceedings were referred in the above entitled cause to state an account submits the following Auditor's Report and hereby certifies that notices required by Rule 595 (g) of the Maryland Rules of Procedure have been mailed.

J THOMAS CLARK
AUDITOR

LLOYD O. WHITEHEAD and MORTON J. OWRUTSKY, Substitute Trustees, for the sale and distribution of the moneys arising therefrom, reports the following collections and disbursements.

RECEIPTS

Amount of sale as per report $4,500.00

DISBURSEMENTS
DISTRIBUTION TO COSTS AND EXPENSES

Charles W. Cecil, Clerk Court costs		39.60
Queen Anne Record-Observer Advertising Order Nisi	93.75 14.00	107.75
Elmer F. Ruark Agence Trustees' Bond premium		20.00

Charlotte M. Richardson Notary Public fees		2.15	
Royden N. Powell, Jr., Treasurer 1963-64-65-66 State & County taxes		263.20	
Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees			
Reimbursement for photocopies	1.50		
Telephone toll charges	5.00		
Mileage	13.20		
Fee in lieu of commission	200.00	219.70	
J. Thomas Clark Auditor's fee		27.00	
Mid-State Mortgage Corporation		DIVIDEND	
Amount of debt - $4,536.30		3,820.60	$4,500.00

ORDER NISI
Filed April 28, 1966

ORDER NISI

ORDERED by the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, this 28th day of April, 1966, that the aforesaid Auditor's Report be ratified and confirmed, unless cause ro the contrary be shown by exception filed on or before the 13th day of May, 1966.

CHARLES W. CECIL
CLERK

Filed April 28, 1966

FINAL ORDER OF RATIFICATION
Filed May 16, 1966

FINAL ORDER OF RATIFICATION

ORDERED, this 16th day of May, 1966, by the Circuit Court for Queen Anne's County, Maryland, in Equity, that the aforegoing Auditor's Report be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, and that said Substitute Trustees apply the proceeds accordingly.

CHARLES W. CECIL
CLERK

Filed May 16, 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Third day of February in the year nineteen hundred and sixty-seven, the following PETITION was brought to be recorded, to wit:

IN THE MATTER OF THE ESTATE OF SALLIE B. JUMP.	((((	IN THE CIRCUIT COURT FOR TALBOT COUNTY. IN EQUITY Chancery No. 1782.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Elizabeth J. Eley, Committee and Trustee for Sallie B. Jump, respectfully represents:

FIRST: That among the assets of this Estate is a farm in Queen Anne's County, Maryland, called and known as "Coleraine Farm", containing two hundred (200) acres of land, more or less, and being more particularly described as Parcel No. 2 in the Deed from John A. Clough, Jr., to George Leroy Jump and Sallie B. Jump, his wife, dated April 18, 1917, and recorded among the Land Record Books of Queen Anne's County in Liber W.F.W. No. 10, folio 265, a certified copy thereof being filed herewith and marked "Petitioner's Exhibit "A" and prayed to be taken as a part hereof.

SECOND: That recently your Petitioner received from Elmer Austin Eaton and Norma Lee Eaton, his wife, present tenants on said farm, an offer of Twenty-four Thousand ($24,000.00) Dollars for this farm and beliving said amount to be a very good price and because desirable tenants are hard to get and believing it advantageous to convert said property into a more liquid asset, your Petitioner entered into a contract of sale of said farm with the said Elmer Austin Eaton and Norma Lee Eaton, his wife, a copy of said contract being filed herewith marked "Petitioner's Exhibit "B" and prayed to be taken as a part hereof, which sale, as will appear from the terms of said contract, was made subject to the ratification and approval of this Honorable Court.

THIRD: That your Petitioner believes a sale in accorance with said contract will be advantageous to and for the best interest of this Estate and as evidence thereof filed herewith as part hereof certificates of Harry A. Moore and Horace M. Morgan, two prominent and reputable citizens of Queen Anne, Maryland, who are well qualified by knowledge and experience to give an expert opinion as to the value of the abovedescribed real estate, said certificates being marked "Petitioner's Exhibits "C" and "D".

WHEREFORE, YOUR PETITIONER PRAYS:

(a) That she, as Committee and Trustee of Sallie B. Jump, may be authorized to report to this Honorable Court for further proceedings in connection therewith and for ratification thereof, the sale of the real estate above referred to and mentioned, subject to the approval of this Honorable Court.

(b) That pursuant to Section 129 of Article 16 of the Annotated Code of Public General Laws of Maryland (Flack 1939), or any amendment or supplement thereto, said Petitioner may have proof taken and submitted to this Honorable Court for the purpose of showing it to be to the best interest and advantage of this Estate that the sale of said real estate be ordered and decreed by the Court, and the proceeds of said sale held by your Petitioner as Committee and Trustee, for reinvestment or disposition under the direction of the Court.

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

AND AS IN DUTY BOUND, etc.

ELIZABETH J. ELEY
Elizabeth J. Eley
Committee and Trustee of
Sallie B. Jump.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th. day of March, 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 the County aforesaid, personally appeared Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

E. ROY HOPKINS
E. Roy Hopkins
Notary Public

ORDER OF COURT

Upon consideration of the aforegoing Petition andAffidavit of Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, and of the exhibits FILEd with said Petition, including the Certificates of Value in respect to real estate of the Estate of Sallie B. Jump;

IT IS THEREUPON, by the Circuit Court for Talbot County, in Equity, on this 16th day of March, 1951, ORDERED, that Elizabeth J. Eley, Committee

and Trustee of Sallie B. Jump, the above named Petitioner, be and she is hereby authorized, pursuant to the provisions of law and Rules of Court applicable, to take testimony before one of the standing Examiners of this Court for the purpose of having determined by the Court whether it will be to the interest and advantage of the Estate of Sallie B. Jump, that the sale of said real estate mentioned and described in the aforegoing Petition be so ordered and decreed by the Court in these proceedings and thereupon to submit these proceedings with said testimony to the Court for such further Order or Decree in respect to the said sale and for such direction to the said Elizabeth J. Eley, Committee and Trustee as aforesaid, in respect to the filing of a Report of Sale and for such further proceedings in connection therewith as to the Court may seem right and proper.

J DeWEESR CARTER
Judge

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:-

I HEREBY CERTIFY, That the aforegoing is a true copy of a Petition for Authority to Report Sale of "Coleraine Farm" in Queen Anne's County, Maryland, to Elmer Austin Eaton and wife and Affidavits as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, on March 16, 1951, No. 1782 Chancery.

Circuit

Court

Seal

IN TESTIMONY WHEREOF, I Hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 15th day of December, A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

EXHIBIT "A"
Filed Feb. 3, 1967

#5895.

Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the eighteenth day of April, in the year nineteen hundred and seventeen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this eighteenth day of April, in the year nineteen hundred and seventeen, by John A. Clough, Junior, of Queen Anne's County, in the State of Maryland, party of the first part, and George Leroy Jump and Sallie B. Jump, his wife, of said County and State, parties of the second part,

WITNESSETH: That for and in consideration of the sum of Fifteen Thousand Dollars, the receipt of which is hereby acknowledged, and in further consideration of the assumption by the said parties of second paet of the mortgages hereinafter described and mentioned, the said John A. Clough, Junior, the said party of the first part, does hereby grant and convey unto the said George Leroy Jump and Sallie B. Jump, his wife, the said parties of the second part, their heirs and assigns forever, in fee simple, as tenants by the entireties and not as tenants in common, the following described parcels of land, to wit:-

PARCEL NO. 1

ALL that farm, tract or part of a tract of land called "Coleraine" and more commonly known as or called "The Barcus Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Wilson's Mill, in Queen Anne's County aforesaid, to Hillsboro', in Caroline County, in said State, and now in the tenancy of Thomas A. Lynch, and adjoining the land belonging to the Dean Estate and also the parcel of land hereinafter described as "Parcel No. 2", and containing three hundred and twenty acres of land, more or less; being the same land granted and conveyed unto one Joseph Cook Clough by George P. Steele, by deed bearing date April 26th., 1901, and recorded in Liber J.E.G. No. 3, fol. 77 &c., a land record book of Queen Anne's County aforesaid; being the same land of which the said Joseph Cook Clough died seized and possessed in the year nineteen hundred without leaving a last will and testament and which upon the death of the said Joseph Cook Clough seized and possessed thereof as aforesaid, intestate as aforesaid, descended unto the said party of the first part, the brother of the said Joseph Cook Clough, as his only heir at law; being the same land granted and conveyed as "Parcel No. 1" in the mortgage from the party of the first part unto Walter T. Wright and R. E..C. Lowe, dated August 14th., 1909, and recorded in Liber S. S. No. 6, fol. 454 &c., a land record book for Queen Anne's County aforesaid, in the deed from James T. Bright, Trustee, to Walter T. Wright, dated October 6th., 1914, and recorded in Liber W.F.W. No. 6, fol. 100 &c., a land record book of Queen Anne's County aforesaid, and in the deed from the said Walter T. Wright to the said party of the first part, dated July 18th., 1916, and recorded in Liber W.F.W. No. 9, fol. 146 &c., a land record book of Queen Anne's County aforesaid.

PARCEL NO. 2.

ALSO all that farm, tract or part of a tract of land called or known as "Coleraine Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Wilson's Mill, in said county, to Hillsboro', in Caroline County, in said State, and now in the tenancy of J. E. Kirsch, and adjoining the land of Stewart Jackson and also the parcel of land hereinbefore described as "Parcel No. 1", and contain-

ing two hundred acres of land, more or less; being the same land granted and conveyed unto the said party of the first part by George P. Steele, by deed dated December 7th., 1900, and recorded in Liber J.E.G. No. 1, fol. 268 &c., a land record book for Queen Anne's County aforesaid, to which deed reference is hereby made for a description of the several parcels of land of which the whole farm called as aforesaid is composed; being the same land granted and conveyed as "Parcel No. 2" in the mortgage from the said party of the first part unto Walter T. Wright and R.E.C. Lowe, dated August 14th., 1909, and recorded in Liber S.S. No. 6, fol. 454 &c., a land record book of Queen Anne's County aforesaid, in the deed from James T. Bright, Trustee, to Walter T. Wright, dated October 6th., 1914, and recorded in Liber W.F.W. No. 6, fol. 100 &c., a land record book of Queen Anne's County aforesaid, and in the deed from the said Walter T. Wright to the said party of the first part, dated July 18th., 1916, and recorded in Liber W.F.W. No. 9, fol. 146 &c., a land record book of Queen Anne's County aforesaid.

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

The land hereinabove described as "Parcel No. 1" is subject to a certain mortgage made by Walter T. Wright to Hiram G. Dudley to secure payment of ten thousand dollars ($10,000.00), bearing date the tenth day of October, 1914, and recorded in Liber W.F.W. No. 6, fol. 114 &c., a land record book of Queen Anne's County aforesaid, on which the sum of ten thousand dollars, with interest from the tenth day of April, in the year nineteen hundred and seventeen, is due, which said mortgage forms part of the consideration above mentioned and which the said parties of the second part hereby assume and agree to pay.

The land hereinbefore described as "Parcel No. 2", is subject to a certain mortgage made by Walter T. Wright to Hiram G. Dudley to secure payment of five thousand dollars ($5,000.00), bearing date the tenth day of Octoner, 1914, and recorded in Liber W.F.W. No. 6, fol. 111 &c., a land record book of Queen Anne's County aforesaid, on which the sum of five thousand dollars, with interest from the tenth day of April, in the year nineteen hundred and seventeen, is due, which said mortgage forms part of the consideration above mentioned and which the said parties of the second part hereby assume and agree to pay.

Subject as to Parcel No. 1 to the tenancy of Thomas A. Lynch , and subject as to Parcel No. 2 to the tenancy of J. E. Kirsch, for the remainder of the current year, the said parties of the second part hereby succeeding to the rights and hereby assuming the liabilities of the said party of the first part under his contracts of renting with said tenants.

AND the said John A. Clough, Junior, the said party of the first part, covenants that he will warrant generally the property hereby granted and conveyed, except as to the two mortgages hereinbefore mentioned and described and the several amounts stated to be due thereon as hereinbefore set forth, and that he will execute such other and further assurances of said land as may be requisite.

In witness whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year first hereinbefore written.

Test: J. McK. Tilghman. JOHN A. CLOUGH, JR. (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, Sct:-

I hereby certify that on this eighteenth day of April, in the year nineteen hundred and seventeen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for QueenAnne's County aforesaid, personally appeared John A. Clough, Junior, and he did acknowledge the afotegoing deed to be his act.

J. McK. TILGHMAN.
Justice of the Peace.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W.F.W. No. 10, Folios 265 & 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 13th day of March, in the year nineteen hundred and fifty one.

T. SORDEN PIPPIN
Clerk.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a true copy of Petitioner's Exhibit "A" as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the Matter of the Estate of Sallie B. Jump on March 16, 1951, No. 1782 Chancery.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 16th day of December A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for
Talbot County.

EXHIBIT B
Filed Feb. 3, 1967

THIS AGREEMENT, Made and executed in duplicate this eighth day of March, in the year one thousand nine hundred and fifty-one, by and between ELIZABETH J. ELEY, of Talbot County, State of Maryland, COMMITTEE AND TRUST OF SALLIE B. JUMP, hereinafter called "Seller", and ELMER AUSTIN EATON and NORMA LEE EATON, his wife, of Queen Anne's County, State of Maryland, hereinafter called "Purchasers".

WITNESSETH, that subject to the ratification and approval by the Circuit Court for Talbot County, the said Seller does hereby bargain and sell unto the Purchasers, and the latter do hereby purchase from the former, at and for the sum of TWENTY-FOUR THOUSAND ($24,000.00) DOLLARS, to be paid as hereinafter set forth the following described real estate,to wit:

ALL that farm, tract or part of a tract of land called or known as "Coleraine Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the Public Road leading from Wilson's Mill in said County to Hillsboro in Caroline County in said State and now in the tenancy of the said Elmer Austin Eaton, and adjoining the lands now or formerly owned by Stewart Jackson and the "Barcus Farm" now owned by Sallie B. Jump, and containing two hundred (200) acres of land, more or less.

BEING the same farm which was conveyed by John A. Clough, Jr., to George Leroy Jump and Sallie B. Jump, his wife, by Deed dated April 18, 1917, and recorded among the Land Record Books of Queen Anne's County in Liber W.F.W. No. 10, folio 265, and described as parcel No. 2 in said Deed; title to the said property, upon the death of George Leroy Jump, having become vested in his widow, Sallie B. Jump.

Of said purchase price of $24,000.00,the sum of Five Hundred ($500.00) Dollars has been paid prior to the signing hereof, and the balance of TWENTY-THREE THOUSAND FIVE HUNDRED ($23,500.00) DOLLARS shall be paid in cash, or by certified check, at the time of transfer of title and final settlement, which shall be within thirty (30) days after ratification of this sale by the Circuit Court for Talbot County.

Full possession of the property sold hereunder shall be given to the Purchasers at the time of transfer of title.

Seller agrees to convey said property to the Purchasers by a good and marketable fee-simple title, free, clear and discharged of all liens and encumbrances.

Seller agrees to have the existing fire insurance policy or policies covering the improvements on the property hereby sold endorsed so as to protect the interest of the Purchasers pending transfer of title and final settlement hereunder; Purchasers to have the right of adding additional insurance if they so desire.

It is understood and agreed that the sale price shall include the Landlord's share in all crops now planted and growing on said farm.

Taxes, and other liens, if any, to be adjusted to January 1,1951.

Insurance to adjusted to date of transfer of title.

Title papers, revenue stamps and all transfer costs shall be at the expense of the Purchasers.

IN TESTIMONY WHEREOF, said parties have hereunto subscribed their names and affixed their seals the day and year first above written.

Witness as to signature
of Elizabeth J. Eley:

HELEN V. SEGAR

ELIZABETH J. ELEY (SEAL)
Elizabeth J. Eley,
Committee and Trustee of Sallie
B. Jump. Seller.

Witness as to signatures
of Elmer Austin Eaton and
Norma Lee Eaton, his wife:

HELEN V. SEGAR

ELMER AUSTIN EATON (SEAL)
Elmer Austin Eaton

NORMA LEE EATON (SEAL)
Norma Lee Eaton
Purchasers.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a true copy of Petitioner's Exhibit "B" as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the matter of the Estate of Sallie B. Jump on March 16, 1951, No 1782 Chancer.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 16th day of December A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for
Talbot County.

EXHIBIT C
Filed Feb. 3, 1967

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I, Harry A. Moore, residing in Talbot County, Maryland, my post office address being Queen Anne, Maryland, do hereby on this 14th. day of March, 1951, solemnly swear as follows:

That having for a long period of years resided and having been active in business in or near the Village of Queen Anne, Talbot County, Maryland, and being familiar with the values of real estate therein, at both public and private sale, do hereby certify that I am familiar with the property belinging to the Estate of Sallie B. Jump, known as the "Coleraine Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, on the Public Road leading from Wilson's Mill to Hillsboro, wherein Elmer Austin Eaton now resides, and in my opinion the fair market value of said farm would be Twenty Thousand ($20,000.00) Dollars, and a sale thereof for Twenty-four Thousand ($24,000.00) Dollars would be most advantageous and desirable for this Estate.

HARRY A. MOORE
Harry A. Moore,
Affiant.

Subscribed and sworn to by the above named Affiant, Harry A. Moore, on this 14th. day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid.

E. ROY HOPKINS
E. Roy Hopkins
Notary Public

Notary
Public
Seal

Filed Feb. 3, 1967

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a true copy of Petitioner's Exhibit "C" as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the Matter of the Estate of Sallie B. Jump on March 16, 1961, No. 1782 Chancery.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 16th day of December A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

EXHIBIT D
Filed Feb. 3, 1967

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I, Horace M. Morgan, residing in Queen Anne's County, Maryland, my post office address being Queen Anne, Maryland,do hereby on this 14 day of March, 1951, solemnly swear as follows:

That having for a long period of years resided and having been active in business in or near the Village of Queen Anne, Talbot County, Maryland, and being familiar with the values of real estate therein, at both public and private sale, do hereby certify that I am familiar with the property belonging to the Estate of Sallie B. Jump, known as the "Coleraine Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, on the Public Road leading from Wilson's Mill to Hillsboro, whereon Elmer Austin Eaton now resides, and in my opinion the fair market value of said farm would be Twenty Thousand (#20,000.00) Dollars, and a sale thereof for Twenty-four Thousand ($24,000.00) Dollars would be most advantageous and desirable for this Estate.

HORACE M. MORGAN
Horace M. Morgan
Affiant.

Subscribed and sworn to by the above named Affiant, Horace M. Morgan, on this 14th. day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid.

E. ROY HOPKINS
E. Roy Hopkins
Notary Public

Notary
Public
Seal

Filed Feb. 3, 1967

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforgoing is a true copy of Petitioner's Exhibit "D" as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the Matter of the Estate of Sallie B. Jump on March 16, 1951, No. 1782 Chancery.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 16th day of December A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

DECREE
Filed Feb. 3, 1967

IN THE MATTER OF THE ESTATE OF SALLIE B. JUMP	(((	IN THE CIRCUIT COURT FOR TALBOT COUNTY. IN EQUITY. Chancery No. 1782.

D E C R E E

THIS CAUSE standing ready for hearing and being submitted, and the testimony heretofore returned by the Examiner, and the proceedings having been read and considered,

IT IS THEREUPON this 4th day of May, 1951, by the Circuit Court for Talbot County, In Equity, ADJUDGED, ORDERED and DECREED, that the property in the Estate of Sallie B. Jump, mentioned in the Petition of Elizabeth J. Eley, Committee and Trustee in said cause, be sold, and that the course and manner of said Trustee's proceeding shall be as follows:

Elizabeth J. Eley, Committee and Trustee, shall sell said property at private sale to Elmer Austin Eaton and Norma Lee Eaton, his wife, at and for the sum of Twenty-four Thousand ($24,000.00) Dollars, in accordance with the terms of the contract of sale herein filed, and as soon as convenient after said sale the said Committee and Trustee shall return to this Court a full and particular report of her proceedings with the usual affidavit annexed thereto of the truth thereof, and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money, and not before, the said Committee and Trustee shall by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchasers thereof, their heirs and assigns, the property and estate to them sold free and clear from all claims, encumbrances or demands of any kind whatsoever; and the said Committee and Trustee shall hold the funds so received from said sale subject to the Order of this Court as to the disbursing or investing of the same in whole or in part, after first deducting the cost of this proceeding and such commissions to said Committee and Trustee as this Court shall think proper to allow.

J DeWEESE CARTER
Judge

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforgoing is a true copy of a Decree Authorizing Sale of "Coleraine Farm" to Elmer Austin Eaton and wife, as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, on May 4, 1951, No. 1782 Chancery.

Circuit Court Seal

IN TESTIMONY WHEREOF, I Hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 15th day of December A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County

REPORT OF SALE
Filed Feb. 3, 1967

IN THE MATTER OF THE ESTATE OF SALLIE B. JUMP.	(((((	IN THE CIRCUIT COURT FOR TALBOT COUNTY. IN EQUITY. Chancery No. 1782.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Elizabeth J. Eley, Committee and Trustee for Sallie B. Jump, respectfully shows:

That the said Elizabeth J. Eley, Committee and Trustee as aforesaid, has sold at private sale and pursuant to the Order and Decree of this Court passed on May 4, 1951, in the above entitled cause, reports herein the sale of certain real estate and property of Sallie B. Jump, as hereinafter mentioned

and described, at the price specified, viz.:

(1) The said Committee and Trustee has sold to Elmer Austin Eaton and Norma Lee Eaton, his wife, at and for the sum of Twenty-four Thousand ($24,000.00) Dollars, the property, improved by a frame dwelling and other buildings, called or known as the "Coleraine Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, on the Public Road leading from Wilson's Mill in said County to Hillsboro in Caroline County, containing two hundred acres of land, more or less, and more particularly described as Paecel No. 2 in the Deed from John A. Clough, Jr., to George Leroy Jump and Sallie B. Jump, his wife, dated April 18, 1917, and recorded among the Land Record Books of Queen Anne's County in Liber W.F.W. No. 10, folio 265.

(2) And the Purchasers thereof have paid the sum of Five Hundred ($500.00) Dollars on account of said purchase price and are ready to pay the remaining balance of Twenty-three Thousand Five Hundred ($23,500.00) Dollars upon the ratification of said sale.

WHEREFORE, the said Elizabeth J. Eley, Committee and Trustee as aforesaid, believing the said sale has been advantageously made in the interest and for the benefit of said Sallie B. Jump, prays:

(a) That the said sale herein reported may be ratified, approved and confirmed by this Court, so that upon such ratification by the Court and upon payment in full of the purchase price and compliance with all the terms of said sale, the said real estate and property may be conveyed to the purchasers thereof.

(b) And the said Committee and Trustee, and the said Trust Estate of Sallie B. Jump, may have such other and further relief as the nature of this case may require.

Respectfully submitted,

ELIZABETH J. ELEY
Elizabeth J. Eley
Committee and Trustee of Sallie B. Jump

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th. day of May, 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 the County aforesaid, personally appeared Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, named in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary
Public
Seal

E. ROY HOPKINS
E. Roy Hopkins
Notary Public

My commission expires May 7, 1951.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a true copy of a Report of Sale of "Coleraine Farm" as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, on May 7, 1951, No. 1782 Chancery.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I Hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 15th day of December A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

ORDER
Filed Feb. 3, 1967

IN THE MATTER OF THE ESTATE OF SALLIE B. JUMP.	IN THE CIRCUIT COURT FOR TALBOT COUNTY. IN EQUITY. No. 1782 Chancery.

ORDERED by the Circuit Court for Talbot County, In Equity, on this 17th day of July, 1951, that the sale made and reported by Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said Committee and Trustee is allowed the usual commissions and such proper expense as she shall produce vouchers for to the Auditor.

J DeWEESE CARTER
Judge

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:-

I HEREBY CERTIFY, That the aforegoing is a true copy of an Order as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, on July 17, 1951, No. 1782 Chancery.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I Hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 15th day of December A.D., 1966.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Ninth day of February in the year nineteen hundred and sixty-six, the following PETITION FOR FORECLOSURE was brought to be recorded, to wit:

PETITION FOR FORECLOSURE

CHESAPEAKE VIEW COMPANY	)	IN THE
VS.	)	CIRCUIT COURT
Viewside, Inc.,	)	OF
David M. Nichols	)	
Olive J. Nichols, his wife	)	QUEEN ANNE'S COUNTY
		(IN EQUITY) 4754

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represent

That on the 28th day of February A.D. 1962 the defendant executed and delivered to Fraternity Federal Savings and Loan Association a mortgage upon certain property in QUEEN ANNE'S COUNTY therein described, to secure the payment of the mortgage debt of $40,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That on the 17th day of December, 1965, said mortgage was assigned by Fraternity Cederal Savings and Loan Association to The Chesapeake View Company, by short assignment duly recorded and as shown on said "Petitioner's Exhibit No. 1."

That default has occured under the terms of said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

EUGENE HETTLEMAN
Eugene Hettleman, 220 E. Lexington St Baltimore, 2, Md., Plaza 2-3169
Attorney for Plaintiff

Filed Feb. 9, 1966

PETITIONERS EXHIBIT #1
Filed Feb. 9, 1966

No47438
Re58701 RECEIVED FOR RECORD Mar. 1, 1962

THIS MORTGAGE, Made this 28th --- day of February -----, in the year one thousand, nine hundred and sixty-two----, between VIEWSIDE, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, and DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, of Baltimore City, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FORTY THOUSAND ($40,000.00) - Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of THREE HUNDRED SIXTEEN DOLLARS & FORTY-SIX -- ($316.46) being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

(B) of the sum of THIRTY-SEVEN DOLLARS & FIFTY -FOUR CENTS --- ($37.54) being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, successors, heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said comvined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and

description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) 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.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Queen Anne's County, in said State and described as follows:

THE FIRST THEREOF, 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, State of Maryland, set forth and shown on a Plat entitled "Bay City, Section One", by William D. Purdum, Registered Surveyor, dated July 15, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5, folio 486, said lot being known and designated thereon as Lot 23, Block 16, Section 1, Bay City.

THE SECOND THEREOF, Being all those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, et forth and shown on a Plat entitled "Bay City, Section One," by William D. Purdum, Registered Surveyor, dated July 15, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5, folio 486, said lots being known and designated thereon as Lot 7, Block 5; Lots 7 and 10; Block 7; Lot 1, Block 12; Lots 7, 8, 9, 10 and 12, Block 13; Lots 10, 14, 15 and 16, Block 14; and Lots 5 and 21, Block 15, of Bay City, Section One.

THE THIRD THEREOF, Being all those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled "Bay City, Plat 2, Section "", by Purdum and Jeschke, Engineers and Land Surveyors, dated October 17, 1958, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 43, folio 306, said lots being known and designated thereon as Lots 15, 17, 18 and 19, Block 20; Lots 18, 19, 20, 23 and 24, Block 21; Lots 33, 34 and 35, Block 24; and Lots 5 and 6, Block 25, of Bay City, Section Two.

THE FOURTH THEREOF, 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, State of Maryland, et forth and shown on a Plat entitled "Bay City, Plat 4, Section 2," by Purdum and Jueschke, Engineers and Land Surveyors, dated April 7, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 420, said lot being known and designated thereon as Lot 19, Block 36, of Bay City, Section Two.

BEING the same parcels of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, were granted and conveyed by NICHOLS REALTY COMPANY to VIEWSIDE, INC., one of the within Mortgagors.

THE property above described is the property of VIEWSIDE, INC., and the said DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, join herein and execute this Mortgage for the purpose of assuming the primary obligation, jointly and severally to pay said indebtendess and fulfill the covenants herein contained, said obligation to be the joint and several, the direct and primary, obligation of each of the parties, Mortgagors hereto.

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at anytime, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

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 lots of groung and premises unto the said Mortgagee, its successors and assigns, forever in fee simple.

Provided, however, if the said Mortgagors, their successors, 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 their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their successors, heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm 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 the failure of the Mortgagors, their successors, 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; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indegtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their successors, heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, 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 Mortgagors, their successors, heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) 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; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, 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 Mortgagors, their successors, 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; (9) 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.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their successors, heirs, personal, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amdndments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS, its duly authorized Attorney, after any such default shall have occurred as a foresaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do som, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of EIGHT HUNDRED ($800.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem porper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees 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 the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their successors, 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 Mortgagors, their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant that they will warrant specially the property hereby covneyed, and that they will execute such further assurances as may be requisite.

WITNESS the corporate seal of VIEWSIDE, INC., and the signature of David M. Nichols, duly authorized and attested;

WITNESS:

THOMAS E. KELLY, JR.
THOMAS E. KELLY, JR.

VIEWSIDE, INC.

Corporate Seal

BY: DAVID M. NICHOLS
DAVID M. NICHOLS President

WITNESS ALSO the hands and seals of DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, Mortgagors.

TEST:

THOMAS E. KELLY JR
THOMAS E. KELLY JR.

DAVID M. NICHOLS (SEAL)
DAVID M. NICHOLS

OLIVE J. NICHOLS (SEAL)
OLIVE J. NICHOLS

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 28th day of February, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared David M. Nichols, President of VIEWSIDE, INC., one of the Mortgagors, named in the aforegoing mortgage, and he acknowledged the foregoing Mortgage to be the act of said body corporate. At the same time also appeared E. Taylor Boden 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 that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal

THOMAS E. KELLY, JR.
THOMAS E. KELLY, JR.
Notary Public.

My commission expires May 6th--, 1963.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, two of the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal

THOMAS E. KELLY JR.
THOMAS E. KELLY, JR.
Notary Public

My commission expires May 6th, 1963.

Four-Twenty-two Dollar Recordation Stamps. Endorsed V.A.D.Jr. 3-1-62

Baltimore, Maryland December 17, 1965

FOR VALUE RECEIVED, AND WITHOUT RECOURSE, WE, the Fraternity Federal Savings and Loan Association hereby assign the within mortgage and mortgage debt unto The Chesapeake View Company, Baltimore, Maryland.

AS WITNESS the seal of the said body corporate and the signature of D. Paul Etzler, Vice-President thereof, duly authorized and attested.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

TEST:

HARRY E. GORRELL
Harry E. Gorrell, Assistant Secretary

By D. PAUL ETZLER
D. Paul Etzler, Vice President

Corporate Seal

STATEMENT OF MORTGAGE DEBT
Filed Feb. 9, 1966

STATEMENT OF MORTGAGE CLAIM

CHESAPEAKE VIEW COMPANY

vs.

IN THE

CIRCUIT COURT

VIEWSIDE, INC.
DAVID M. NICHOLS
OLIVE J. NICHOLS, his wife

- OF -
QUEEN ANNE'S COUNTY

(IN EQUITY)

STATEMENT OF MORTGAGE DEBT

Original mortgage	$40,000.00
Paid on accounty, with interest to Dec 17, 1965	17,330.38
Balance due December 17, 1965	$22,669.62
Interest due thereafter	

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 4th day of February in the year nineteen hundred and sixty six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Howard Sutton, President of Chesapeake View Company the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Notary
Public
Seal

EUGENE HETTLEMAN
Notary Public

Filed Feb. 9, 1966

DECREE FOR SALE OF MORTGAGE PREMISES
Filed Feb. 9, 1966

CHESAPEAKE VIEW COMPANY	:	IN THE
vs.	:	CIRCUIT COURT
VIEWSIDE, INC. DAVID M, NICHOLS and OLIVE J. NICHOLS, his wife	: :	QUEEN ANNE'S COUNTY (IN EQUITY)

: : : : : : : : : : :

DECREE FOR SALE OF MORTGAGE PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, thereupon, This 9th day of February, in the year nineteen hundred and sixty six, by the Circuit Court for Queen Anne's County, in Equity ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forefeiture of said mortgage; that Eugene Hettleman, Esq., be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall filed with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of twenty five thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i), of the time, place, manner and terms of sale, which shall be a reasonable cash deposit at the time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed 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), 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 and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor 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 cost 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; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

THOS J KEATING JR.
JUDGE

Filed Feb. 9, 1966

PETITION TO INTERVENE
Filed March 23, 1966

CHESAPEAKE VIEW COMPANY Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
VIEWSIDE, INC., et al Defendants	*	QUEEN ANNE'S COUNTY
and	*	
		IN EQUITY
RITCHIE W. MITCHELL and K. LOUISE MITCHELL, Intervenors	*	
	*	

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

PETITION TO INTERVENE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of RITCHIE W. MITCHELL and K. LOUISE MITCHELL, his wife, by Carl A. Durkee and Vachel A. Downes, Jr., their Solicitors, respectfully represents unto your Honor:

1. That the above entitled proceeding is a foreclosure proceeding and a sale pursuant to an assent to a decree as provided in Article 66, Annotated Code of Maryland (1957 edition).

2. That your Petitioners are the equitable owners of one of the lots to be foreclosed, being Lot 20, Block 21, Section II, of "Bay City", and it is the interest of the Trustee to sell the property free and clear of the rights, title and interest of your Petitioners in and to said lot acquired by contract of sale between your Petitioners and The Bridgeside Company, a predecessor in title to the Defendant mortgagor.

3. That your Petitioners are so situated that their rights will be adversely affected by a disposition of the property which is subject to the control and disposition of this Honorable Court and the Trustee in said proceeding, who is an officer of said Court. Without allowing the Petitioners to intervene, and determine their interest in the property by appropriate proceedings, their interest cannot be adequately represented.

WHEREFORE, your Petitioners pray that they be granted leave of this Honorable Court to intervene in the aforesaid proceedings as parties Defendant.

AND, as in duty bound, etc.

RITCHIE W. MITCHELL
RITCHELL W. MITCHELL

K. LOUISE MITCHELL
K. LOUISE MITCHELL

CARL A. DURKEE
CARL A. DURKEE
7 Church Lane
Pikesville, Maryland 21208

VACHEL A. DOWNES JR
VACHEL A. DOWNES, JR.
115 Lawyers Row
Centreville, Maryland 21617

Filed March 23, 1966

ORDER
Filed March 23, 1966

Upon the foregoing Petition, it is this 23rd day of March, 1966, by the Circuit Court for Queen Anne's County, sitting in equity,

ORDERED, that Ritchie W. Mitchell and K. Louise Mitchell, be and they are hereby granted leave of this Honorable Court to intervene in said proceedings, as parties Defendant

THOS J KEATING JR
Judge

Filed March 23, 1966

I HEREBY CERTIFY that on this 23 day of March, 1966, I personally served a copy of the aforegoing Petition and Order upon Eugene Helleman, Esquire, Trustee, and upon Eugene Hettleman, Esquire, Attorney for the Plaintiff, 220 E. Lexington Street, Baltimore, Maryland,21202.

CARL A. DURKEE
CARL A. DURKEE

Filed March 23, 1966

PETITION
Filed March 23, 1966

CHESAPEAKE VIEW COMPANY Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
VIEWSIDE, INC., et al Defendants	*	QUEEN ANNE'S COUNTY
and	*	IN EQUITY
RITCHIE W. MITCHELL and K. LOUISE MITCHELL, Intervenors	*	
	*	

* * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of RITCHIE W. MITCHELL and K. LOUISE MITCHELL, his wife, Intervenors herein, by CARL A. DURKEE and VACHEL A. DOWNES, JR., their Solicitors, respectfully represents unto your Honor:-

1. That on or about July 23, 1961, your Petitioners purchasee from The Bridgeside Company, a body corporate of the State of Maryland, and a predecessors in title in title to the Defendant Mortgagor herein, a certain parcel of land situate, lying and being in Queen Anne's County, State of Maryland, being more particularly described as Lot 20, Block 21, Section II of the Subdivision "Bay City", at and for the purchase price of One thousand four hundred Dollars ($1,400.00), said purchase being more particularly described in a certain conditional sales contract, a copy of which is attached hereto, marked "Intervenors' Exhibit No. 1", and prayed to be taken as a part hereof.

2. That your Petitioners made the required payments upon said contract until December 15th, 1965, at about which time they were advised of the fact that the conditional contract of sale had been purchased by one, Samuel Aaron, and it was suggested to your Petitioners that arrangements be made for a title search so that the property could be conveyed to your Petitioners upon payment of the unpaid balance, all of which was agreeable to your Petitioners.

3. Thereupon, your Petitioners engaged counsel to search said title to ascertain in whom title was vested and whether title as vested was good and merchantable and to what liens or encumbrances, if any, it was subject.

4. Your Petitioners have been advised, verily believe, and therefore allege that title to said lot above described is vested to said lot above described is vested in Viewside, Inc., a body corporate of the State of Maryland which company obtained title from Nichols Realty Company, a body corporate of the State of Maryland, the successor in title to The Bridgeside Company, by Deed dated February 28th, 1962 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 65, folio 76.

5. That simultaneously with the conveyance aforesaid, the said grantee, together with David M. Nichols and Olive J. Nichols, executed a mortgage to Fraternity Federal Savings and Loan Association to secure a loan, thereby made, which mortgage is recorded among the aforesaid Land Records in Liber T.S.P. No. 65, folio 79; the aforesaid mortgage, being the one in default and the subject of these proceedings, was, thereafter, by short assignment dated December 17th, 1965, and recorded among the Land Records aforesaid in Liber T.S.P. No. 65, folio 82, assigned to Chesapeake View Company, the Plaintiff herein.

6. That at the time of the assignment aforesaid, the Chesapeake View Company had actual knowledge of the outstanding equity vested in your Petitioners.

7. That a default having occurred in the mortgage aforesaid, Chesapeake View Company did cause to be filed in this Honorable Court a petition requesting that a Decree be passed for the sale of the property, said petition having been filed on February 9, 1966; and that by Decree of This Honorable Court dated February 9th, 1966, the mortgaged premises, including the lot aforesaid, was ordered sold and Eugene Hettleman was appointed Trustee to make said sale.

8. That your Petitioners have been advised, verily believe, and therefore allege that the corporate charter of the Plaintiff herein was annulled by executive fiat on or about November 19th, 1965, thereby rendering said corporation non-existent; that prior to the filing of the within foreclosure proceedings, no articles of revival have been filed with The State Department of Assessments and Tacation reviving the charter so forefeited. The corporation being non-existent because of said forfeiture is not capable of doing business for or on its own account and cannot sue in its own name. In view of the foregoing your Petitioners believe and allege that the proceedings to foreclose said mortgage herein is "doing business" within the purview and scope of the law, and Chesapeake View Company cannot "do business" because of said forefeiture without a revival of said vorporate charter.

9. That the foreclosure of the aforesaid lot of ground purchased by your Petitioners, and upon which there remains a balance of only Four hundred eighty-three Dollars and sixty-eight Cents ($483.68) is in derogation of the rights and interest of your Petitioners in the property.

10. That the rights, title and interest of your Petitioners will be permanently and irreparably harmed by the sale of said property scheduled for Monday, March 28th, 1966, unless This Honorable Court, by the exercise of its interest powers, unjoin the Trustee from a sale of the aforesaid mentioned lot of ground, pending a determination of the respective rights of the parties.

WHEREFORE, your Petitioners pray that This Honorable Court pass an Order as follows:-

1. That the foreclosure proceedings be declared a nullity because of the non-existence of the party Plaintiff.

2. That the said Eugene Hettleman, Trustee, be enjoined from the sale of the particular lot mentioned herein until such time as the respective rights of the parties hereto be determined by this Honorable Court.

3. That the respective rights of the parties hereto in and to the title to the lot aforesaid be determined by This Honorable Court at a hearing to be held thereon at such time as may be fixed by This Honorable Court.

4. And for such other and further relief as the nature of their cause may require.

AND, as in duty bound, etc.

RITCHIE W. MITCHELL
RITCHIE W. MITCHELL

K. LOUISE MITCHELL
K. LOUISE MITCHELL
INTERVENORS

CARL A. DURKEE
CARL A. DURKEE
7 Church Lane
Pikesville, Maryland 21208

VACHEL A. DOWNES JR
VACHEL A. DOWNES, JR.
115 Lawyers Row
Centreville, Maryland 21617

Solicitors for Intervenors

AFFIDAVIT

STATE OF MARYLAND
COUNTY OF BALTIMORE, to wit:-

I HEREBY CERTIFY that on this 22nd day of March, 1966, before me, the subscriber, a notary public of the State of Maryland in and for the County of Baltimore, personally appeared RITCHIE W. MITCHELL and K. LOUISE MITCHELL, and they made oath, in due form of law, that the facts and matters contained in the aforegoing Petition are true to the best of their information, knowledge and belief.

AS WITNESS my hand and seal notarial.

CARL W. DURKEE
NOTARY PUBLIC

Notary
Public
Seal

Filed March 23, 1966

I HEREBY CERTIFY that on this 23 day of March, 1966, I personally served a copy of the aforegoing Petition upon EUGENE HETTLEMAN, Esquire, Trustee, and upon EUGENE HETTLEMAN, Esquire, Attorney for the Plaintiff, 220 E. Lexington Street, Baltimore, Maryland. 21202.

CARL A. DURKEE
CARL A. DURKEE

Filed March 23, 1966

INTERVENORS EXHIBIT NO. 1,
Filed March 23, 1966

SALES CONTRACT

BAY CITY

QUEEN ANNE'S COUNTY, MARYLAND

SALES REPRESENTATIVE
DAVID M. NICHOLS & CO.
15 West Franklin Street
Baltimore 1, Maryland
Lexington 9-6855

Eastern Shore Office
Kent Island Shopping Center
Stevensville, Maryland
Mission 3-2921

Received of RITCHIE W. MITCHELL AND K. LOUISE MITCHELL a depost of $100.00 as part payment for purchase from The Bridgeside Company of Lot 20, BLOCK 21 Section II of the subdivision Bay City in Queen Anne County, Maryland, the total purchase price to be $1400.00 TERMS: $100.00 in cash (of which the above deposit shall be a part) remainder to be paid in monthly sums of $22.05 or more on the 15th day of each suc-

ceeding month, with interest at the rate of 6% per annum on the unpaid balance, until the entire purchase price is paid. Monthly payments shall be applied to principal, interest and taxes, and principal shall be credited quarterly and interest shall be adjusted quarterly.

Upon acceptance by The Bridgeside Company this receipt, including the conditions and restrictions as recorded among the land records of Queen Anne County, copy of which has been received by purchaser, shall constitute the entire contract with the purchaser, subject to the following provisions:

1. Upon full payment of the purchase price, The Bridgeside Company will prepare and deliver to the purchaser a special warranty deed conveying the above mentioned lot or lots, free and clear of encumbrances, but subject to the restrictions and conditions as recorded among the land records of Queen Anne County, copy of which has been received by purchaser. The purchaser agrees to pay the cost of such conveyance including notary fees, revenue stamps and all recording charges.

2. Time shall be the essence of this contract and in the event the Purchaser shall fail to make any payment as hereinabove provided, The Bridgeside Company may declare this contract void, and all amounts paid prior to the time of such default shall be and become the property of and shall be retained by The Bridgeside Company as liquidated damages for the breach of this contract. I the event of a breach by the Purchaser, the surrender of any outstanding purchase note by The Bridgeside Company to the purchaser shall constitute sufficient notice of its intention to declare this contract void.

3. The agreement shall be subject to the Purchaser's application for membership in the CHESTER BEACH CLUB. INC. being approved by the membership committee. In the event of disapproval this agreement shall be inoperative and the deposit made by the purchaser shall be returned.

4. No assignment of this agreement shall be made by the Purchaser, or by any subsequent holder thereof, without the written consent of The Bridgeside Company.

DAVID M. NICHOLS & CO.
Sales Representative

Date: JULY 23, 1961

By JOHN W. NICHOLSON

RITCHIE W. MITCHELL
RITCHIE W. MITCHELL

Realtor

K. LOUISE MITCHELL
K. LOUISE MITCHELL

ACCEPTED: Date July 23, 1961

THE BRIDGESIDE COMPANY

RT 4, BOX 112, WESTMINSTER, MD.

By DAVID M. NICHOLS
President

TI 8-8412 WELL & FILTRATION SERVICE

Corporate
Seal

.....

INSTALLMENT NOTE

$1300.00 JULY 23, 1961

For value received I/We promise to pay to the order of The Bridgeside Company ONE THOUSAND THREE HUNDRED DOLLARS ---------- ($1300.00) Dollars at Kent Island Shopping Center, Stevensville, Maryland, or at such other place as may be designated by The Bridgeside Company with interest at the rate of six per cent (6%) per annum until paid. Payable in the following installments: $22.05 on September 15, 1961 and $22.05 or more on the 15th day of each succeeding month, until paid in full.
I/We further agree that failure in the payment of any installment shall render the entire note ude and payable on demand at the option of the holder, including attorney's fees for collection in case payment shall not be made.

RITCHIE W. MITCHELL
RITCHIE W. MITCHELL Maker.

K. LOUISE MITCHELL
K. LOUISE MITCHELL Maker.

RT 4, BOX 112, WESTMINSTER, MD.
Address.

SAME
Address.

"Intervenors Exhibit No. 1" Filed March 23, 1966

CERTIFIED COPY OF BOND
Filed March 24, 1966

RECEIVED FOR RECORD Mar. 24, 1966

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

Bond No. 79 93 663

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene Hettleman, 220 E. Lexingron Street, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-Five Thousand and 00/100 ($25,000.)--- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of March in the year of our Lord one thousand nine hundred and sixty-six

WHEREAS, the above bounden Eugene Hettleman by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed Trustee to sell certain property mentioned in the proceedings in the case of The Chesapeake View Company vs: Viewside, Inc., David M. Nichols and Olive J. Nichols, h/w now pending in said Court:

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

Signed, sealed and delivered in the presence of:

JOSEPH HETTLEMAN
Joseph Hettleman
Ast To Trustee

EUGENE HETTLEMAN
Eugene Hettleman

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By REGINA TYLER
Regina Tyler As to Surety

Corporate Seal

By KARL L JOHNSON
Karl L. Johnson
Attorney-in-Fact

Security approved and Bond filed
March 24, 1966

CHARLES W. CECIL, Clerk

Certified copy of power
of attorney attached

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

I HEREBY CERTIFY, that the aforegoing was truly taken and copied from Liber C.W.C. No. 1, folio 128, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 24th day of March in the year nineteen hundred and sixty-six.

Circuit

Court

Seal

CHARLES W. CECIL
Clerk

ANSWER TO PETITION
Filed March 28, 1966

CHESAPEAKE VIEW COMPANY	:	IN THE
VS.	:	CIRCUIT COURT
VIEWSIDE, INC.	:	FOR
and RITCHIE W. MITCHELL	:	QUEEN ANNE'S COUNTY (In Equity)
and KAY LOUISE MITCHELL,	:	
Intervenors	:	Equity No. 4754

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

ANSWER TO PETITION

Chesapeake View Company, by Eugene Hettleman, its attorney, answering the Petition of Ritchie W. Mitchell and Kay Louise Mitchell, his wife, intervenors, and each and every paragraph thereof, say:

1. It admits the allegations in the first paragraph.

2. It has no knowledge of the allegations in the second paragraph, and therefor is unable to admit or deny the same.

3. It admits the allegations in the third paragraph.

4. It admits the allegations in the fourth paragraph.

5. It admits the allegations in the fifth paragraph.

6. It denies the allegations in the sixth paragraph.

7. It admits the allegations in the seventh paragraph.

8. It says that on March 22nd, 1966, Articles of Revival were filed and approved by the State Department of Assessments and Taxation of Maryland, and accordingly by virtue of the provisions of Article 23 Section 85 (d), the allegations set forth in the eighth paragraph are inmaterial and moot.

9. It denies the allegations in the ninth paragraph.

10. It denies the allegations in the tenth paragraph.

11. Further answering said petition, it says that the intervenors cannot be harmed by said foreclosure sale, because if the mortgage is subject to their contract of sale, then amy purchaser at the foreclosure sale will also take title subject to the rights of the intervenors.

EUGENE HETTLEMAN
Eugene Hettleman
220 East Lexington Street
Baltimore 2, Maryland
PL 2- 3169
Attorney for Plaintiff

I hereby certify that on this 25th day of March, 1966, I mailed a copy of the foregoing to Carl A. Durkee, 7 Church Lane, Pikesville, Maryland, 21208; and Vachel A. Downes, Jr., 115 Lawyers Row, Centreville, Maryland 21617, Attorneys for intervenors.

EUGENE HETTLEMAN
Attorney for Plaintiff

Filed March 28, 1966

REPORT OF SALE
Filed April 1, 1966

CHESAPEAKE VIEW COMPANY	)	IN THE
	)	
VS.	)	CIRCUIT COURT
	(	
VIEWSIDE, INC.	)	OF
DAVID M, NICHOLS,and	)	
OLIVE J. NICHOLS, his wife	)	QUEEN ANNE'S COUNTY
		(IN EQUITY)
		Equity No. 4754

TO THE HONORABLE JUDGE OF THE
CIRCUIT COURT OF QUEEN ANNE'S COUNTY:

The Report of Sale of Eugene Hettleman Trustee appointed by the decree in the above entitled cause, to make sale of the real property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in QUEEN ANNE'S RECORD OBSERVER, newspaper published in Queen Anne"s County for more than three successive weeks preceding the day of sale, said Trustee Eugene Hettleman did pursuant to said notice on Monday the 28th day of March 1966 at 2 o'clock P.M. attend on the premises and then and there sold Lot 23, Block 16; Lot 7, Block 7; Lot 1, Block 12; lot 21, Block 15 all as shown on plat of "Bay City, Section 1", recorded among land records of Queen Anne's County in Liber TSP No. 5, folio 486. Also lots 15, 17, 18, 19, Block 20; lots 20, 23, 24, Block 21; lot 34, Block 24, all as shown on plat of "Bay City, Plat 2, Section 2", recorded among land records of Queen Anne's County in Liber TSP 43 folio 306. All of said property was first sold in individual lots, with the bids reserved, and then offered as an entirety. The greatest price was received by the offering as an entirety and all of said lots were sold as an entirety to Chesapeake View Company, for the sum of $9,500.00, it having offered the greatest price therefor.

EUGENE HETTLEMAN
Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 30 day of March 1966 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Eugene Hettleman Trustee, and made Oath 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.

As witness my hand and Notarial Seal,

Notary
Public
Seal

JOSEPH HETTLEMAN
Notary Public.

Affidavit of Purchaser
Filed April 1, 1966

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 28th day of March, 1966 before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared C. M. PLITT, Agent for Chesapeake View Company purchaser/s at the foreclosure sale in this cause, and made oath in due form of law that he purchased same as agent and his principal is CHESAPEAKE VIEW COMPANY, and that he has not directly or indirectly discouraged anyone from bidding for the said Lots on Kent Island, 4th Election District of Queen Anne's County mentioned in the said Report of Sale.

Chesapeake View Company
C MPlitt-Agent
Purchaser

Notary Public Seal

(SEAL) ALEXANDER COOPER
Notary Public

AUCTIONEER'S AFFIDAVIT
Filed April 1, 1966

CHESAPEAKE VIEW COMPANY	*	IN THE
vs.	*	CIRCUIT COURT
VIEWSIDE, INC., et al	*	OF
		QUEEN ANNE'S COUNTY (IN EQUITY)
		No. 4754

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was renered.

ALEX COOPER AUCTIONEERS,INS.

BY: JOSEPH A. COOPER

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by JOSEPH A. COOPER this 30th day of March, 1966.

Notary Public Seal

MILDRED A. DELLMAN
Notary Public

ORENTIAL RUGS

ALEX COOPER AUCTIONEERS,INC. AUCTIONEERS - REALTORS - APPRAISERS

Office:PLAZA 2-4868
Res: ROGERS 4-0091

212 N. Calvert Street
Baltimore 2, Maryland
March 30, 1966

Name Eugene Hettleman, Trustee

Address 220 E. Lexington Street

Reference: Public Auction Sale

Lots on Kent Island, Queen Anne's County, Md.

Auction Fee	50 00
Advertising: Queen Anne's Record Observer	62 50
Total Charges	112 50

ORDER NISI ON SALE
Filed April 1, 1966

ORDER NISI ON SALE

Chesapeake View Company	)	In the Circuit Court
vs.	)	for Queen Anne's County
Viewside, Inc. David M. Nichols and Olive J. Nichols, his wife	)	In Equity
	)	Cause No. 4754

ORDERED, this 1st. day of April, 1966, that the sale of the real property, made and reported in this cause by Eugene Hettleman, Trustee, be ratified and confirmed, on or after the 2nd. day of May, 1966, 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 25th. day of April, 1966.

The report states the amount of sales to be $9,500.00.

CHARLES W. CECIL Clerk

Filed April 1, 1966

EXCEPTIONS
Filed April 28, 1966

CHESAPEAKE VIEW COMPANY, Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
VIEWSIDE, INC., AND RITCHIE W. MITCHELL and KAY LOUISE MITCHELL, Intervenors and Defendants	*	QUEEN ANNE'S COUNTY (In Equity)
	*	Equity No. 4754

****

EXCEPTIONS

RITCHIE W. MITCHELL and KAY LOUISE MITCHELL, Intervenors, Defendants and Contract Purchasers, by CARL A. DURKEE and VACHEL A. DOWNES, JR., their attorneys, except to the ratification of the report of sale upon the following grounds:

1. That on or about July 23, 1961, your Defendants purchased from The Bridgeside Company, a body corporate of the State of Maryland, and a predecessor in title to the Defendant Mortgagor herein, a certain parcel of land situate, lying and being in Queen Anne's County, State of Maryland, being more particularly described as Lot 20, Block 21, Section II of the Subdivision "Bay City", at and for the purchaser's price of One Thousand Four Hundred ($1,400.00) Dollars, said purchase being more particularly described in a certain conditional sales contract, a copy of which has been heretofore filed in the above case.

2. That a Petition to Intervene and a Petition praying among things "that the respective rights of the parties hereto in and to the title to the lot aforesaid be determined by this Honorable Court at a hearing to be held thereon at such time as may be fixed by this Honorable Court", has heretofore been filed in this case and has not been resolved.

3. That the Defendants made the required payments upon said contract until December 15, 1965, at about which time they were advised of the fact that the conditional contract of sale had been purchased by one Samuel Aaron, and it was suggested to the Defendants that arrangements be made for a title search so that the property could be conveyed to the Defendants upon payment of the unpaid balance, all of which was agreeable to the Defendants.

4. The Defendants have been advised, verily believe, and therefore allege, that title to said lot above described is vested in Viewside, Inc., a body corporate of the State of Maryland which company obtained title from Nichols Realty Company, a body corporate of the State of Maryland, the successor in title to The Bridgeside Company, by deed dated February 28, 1962 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 65, folio 76.

5. That simultaneously with the conveyance aforesaid, the said grantee, together with David M. Nichols and Olive J. Nichols, executed a mortgage to Fraternity Federal Savings and Loan Association to secure a loan, thereby made, which mortgage is recorded among the aforesaid Land Records in Liber T.S.P. No. 65, folio 79; the aforesaid mortgage, being the one in default and the subject of these proceedings, was, thereafter, by short assignment dated December 17, 1965, and recorded among the Land Records aforesaid in Liber T.S.P. No. 65, folio 82, assigned to Chesapeake View Company, the Plaintiff herein.

6. That at the time of the assignment aforesaid, the Chesapeake View Company had actual knowledge of the outstanding equity vested in the Defendants.

7. That a default having occurred in the mortgaged aforesaid, Chesapeake View Company did cause to be filed in this Honorable Court a petition requesting that a decree be passed for the sale of the property, said petition having been filed on February 9, 1966; and that by decree of this Honorable Court dated February 9, 1966, the mortgaged premises, including the lot aforesaid, was ordered sold and Eugene Hettleman was appointed Trustee to make said sale.

8. That the Defendants have been advised, verily believes, and therefore allege that the corporate charter of the Plaintiff herein was annulled by executive fiat on or about November 19, 1965, thereby rendering said corporation non-existant; that prior to the filing of the within foreclosure proceedings, no articles of revival have been filed with the State Department of Assessments and Taxation reviving the charter so forfeited. The corporation being non-existent because of said forfeiture is not capable of doing business for on

~~ORDERED, this 25th day of April, 1966, that the sale of the real property made and reported in this cause by Eugene Hettleman, Trustee, be ratified and confirmed, 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 25th day of April, 1966.~~

its own account and cannot sue in its own name. In view of the foregoing the Defendants believe and allege that the proceedings to foreclose said mortgage herein is "doing business" within the purview and scope of the law, and Chesapeake View Company cannot "do business" because of said forefeiture without a revival of said corporate charter. On March 22, 1966 Articles of Revival were filed.

9. That the foreclosure of the aforesaid lot of ground purchased by the Defendants, and upon which there remains a balance of only Four Hundred Eighty Three Dollars and Sixty Eight Cents ($483.68), is in derogation of the rights and interest of the Defendants in the property.

10. That RITCHIE W. MITCHELL and KAY LOUISE MITCHELL, his wife are entitled to have the aforesaid lot conveyed to them upon payment of the balance due under the conditional sales contract previously referred to.

CARL A. DURKEE
CARL A. DURKEE
7 Church Lane
Pikesville, Maryland 21208

VACHEL A. DOWNES JR.
VACHEL A. DOWNES, JR.
115 Lawyers Row
Centreville, Maryland 21617
Attorneys for Defendants and Intervenors

I HEREBY CERTIFY that on this 27th day of April, 1966, a copy of the foregoing Exceptions was mailed to Eugene Hettleman, Esquire 220 East Lexington Street, Baltimore, Maryland, 21202, attorney for the Plaintiff.

VACHEL A. DOWNES, JR.
VACHEL A. DOWNES, JR.

Filed April 28, 1966

CONSENT TO RATIFICATION OF SALE
Filed May 25, 1966

CHESAPEAKE VIEW COMPANY	:	IN THE
vs.	:	CIRCUIT COURT OF
VIEWSIDE, INC.	:	QUEEN ANNE'S COUNTY
DAVID M, NICHOLS, and OLIVE J. NICHOLS, his wife	:	(IN EQUITY)
	:	Equity No. 4754

: : : : : : : : : :

CONSENT TO RATIFICATION OF SALE

Chesapeake View Company hereby consents to the ratification of the report of the sale of the real property, heretofore reported to this Court by Eugene Hettleman, Trustee, and sold to it. Exceptions to the ratification of such sale as to Lot 20, Block 21, Section II, of "Bay City" have been filed by Ritchie W. Mitchell and Kay Louise Mitchell, his wife, Chesapeake View Company, the purchaser, is satisfied to have said report of sale ratified as to all of the other property reprted therein, without any diminution in the purchase price, and will await the determination of the exceptions as to whether or not it will also obtain title to said Lot 20, Block 21, Section II of "Bay City".

CHESAPEAKE VIEW COMPANY

By: HOWARD I. SUTTON
Howard I. Sutton, President

EUGENE HETTLEMAN
Attorney for Purchaser

Filed May 25, 1966

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed May 31, 1966

ORDER NISI ON SALE

Chesapeake View Company
vs.
Viewside, Inc.
David M. Nichols and
Olive J. Nichols, his wife

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

Cause No. 4754

ORDERED, this 1st day of April, 1966, that the sale of the real property, made and reported in this cause by Eugene Hettleman, Trustee, be ratified and confirmed, on or after the 2nd day of May, 1966, 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 25th day of April, 1966.

The report states the amount of sales to be $9,500.00.

CHARLES W. CECIL, Clerk

Filed: April 1, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. 5/2, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the CAUSE #4754 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 in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 25 day of APRIL, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7 day of APRIL, 1966, and the last indertion on the 21 day of April, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed May 31, 1966

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 9, 1966

TRUSTEE'S SALE
- OF VALUABLE -
FEE SIMPLE PROPERTY

By virtue of a Decree of the Circuit Court for Queen Anne's County, the undersigned, Trustee, will sell at public auction, on the premises known as Lot 23, Block 16, Section 1, Bay City, on

MONDAY, MARCH 28, 1966

At 2 O'clock P.M.

All those lots of ground and the improvements thereon, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, and described as follows:

Lot 23, in Block 16; Lot 7 in Block 7; Lot 1 in Block 12; and Lot 21 in Block 15; all as shoen on a Plat entitled "Bay City, Section 1" by William D. Purdum, Registered Surveyor, dated July 15th, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, folio 486.

Lots 15, 17, 18, and 19 in Block 20; Lots 20, 23, and 24 in Block 21; and Lot 34 in Block 24; all as shown on a Plat entitled "Bay City, Plat 2, Section 2" by Purdum and Jeschke, Engineers and Land Surveyors, dated October 17th 1958, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 43, folio 306.

Lot 23 in Block 16, is a waterfront Lot, improved by a valuable one story frame dwelling. The remaining Lots are unimproved.

Manner of sale: Each of said Lots will be offered separately, and the bids reserved; then all of said lots will be offered as an entirety, and will be sold in the manner producing the greatest amount.

Terms of sale: Cash. In event said Lots are sold separately, a deposit of $1,000.00 on the improved Lot, and a deposit of $200.00 on each of the unimproved Lots will be required at the time and place of sale. In event said Lots are sold as entirety, a deposit of $2,000.00 will be required at the time and place of sale. Balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, and all other public charges, if any, to be adjusted to date of sale to date of settlement. Taxes, and all other public charges, if, any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

EUGENE HETTLEMAN Trustee
220 E. Lexington St.
Baltimore, Md.

Alex Cooper Aucts., Inc.
212 N. Calvert St.
Baltimore 2, Maryland
PLaza 2-4868

RUSLAN [illegible]
Trustee

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. March 28, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sales in the case/estate of Chesapeake View Company vs Viewside, Inc., et al, Equity No, 4754 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 28 day of March, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3 day of March , 1966, and the last insertion on the 24 day of March, 1966.

THE RECORD-OBSERVER
CORPORATION

BY MARY LOU WALTERS

Filed June 9, 1966

ORDER OF DISMISSAL
Filed June 17, 1966

CHESAPEAKE VIEW COMPANY Plaintiff	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
VIEWSIDE, INC., et al Defendants	*	(IN EQUITY)
and	*	Equity No. 4754
RITCHIE W. MITCHELL, and KAY LOUISE MITCHELL Intervenors	*	

* * * * * * * * * * *

ORDER OF DISMISSAL

MR. CLERK:

Please enter the Petition of Ritchie W. Mitchell and Kay Louise Mitchell, Intervenors, for the nullification of these proceedings, and other relief, heretofore filed; and the exceptions heretofore filed by them to the Report of Sale filed herein by Eugene Hettleman, Trustee, "DISMISSED."

CARL A. DURKEE
CARL A. DURKEE

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Solicitors for Intervenors
and Exceptions

Filed June 17, 1966

FINAL ORDER OF RATIFICATION
Filed June 20, 1966

CHESAPEAKE VIEW COMPANY	*	IN THE
VS.	*	CIRCUIT COURT
VIEWSIDE, INC. David M. Nichols, and Olive J. Nichols, his wife	*	QUEEN ANNE'S COUNTY
	*	(IN EQUITY)
	*	Equity No. 4754

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

FINAL ORDER OF RATIFICATION

Eugene Hettleman, the Trustee in this case, having heretofore reported his Sale of Real Estate to this Court,

And exceptions to the ratification of such sale as to Lot 20, Block 21, Section II of "Bay City" having been filed by Ritchie W. Mitchell and Kay Louise Mitchell, his wife, and then by their dismissed

It is this 20th day of June, 1966, by the Circuit Court of Queen Anne's County (In Equity) ORDERED, that the sale of the real estate in the above entitled case, reported to this Court by Eugene Hettleman, Trustee, be and the same is hereby absolutely ratified and confirmed, no cause having been shown to the contrary, although notice by publication hath been given according to law.

THOS J KEATING JR.
JUDGE

Filed June 20, 1966

REPORT AND ACCOUNT OF AUDITOR
Filed July 13 1966

CHESAPEAKE VIEW COMPANY

vs.

VIEWSIDE, INC., et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4754

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 Eugene Hettleman, Trustee, who was appointed by decree of this Court of February 9, 1966, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $14,985.52.

2. That in the within account Eugene Hettleman, Trustee, and vendor, is charged with the geoss proceeds of the sale made by him, and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the Court costs in this cause, the premium on the corporate surety bond filed in this cause, the costs of advertising the Notice of Sale and Order Nisi of Sale filed in this cause, the auctioneer's charges, the fee of your Auditor for stating this account, and the balance was credited toward to mortgage indebtedness.

3. It is to noted that in the within account that a fee of $25.00 was allowed the auctioneer, although a bill was presented for $50.00 for his services, and there was no order of court allowing an additional sum, in accordance with Local Rule 1300 (d), Commissioners on Sale of Real or Personal Property.

REspectfully submitted,

J THOMAS CLARK
Auditor

July 9, 1966

Filed July 13, 1966

Cause No. 4754

The proceeds of the sale of land reported in this cause, in account with Eugene Hettleman, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1966
June 20 By gross proceeds of the sale of said land, per report of said vendor, to wit:---------- $9,500.00

Dr.

To Eugene Hettleman, Trustee of Mortgage foreclosed (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale, per terms of mortgage ----------	$625.00	
2-His fee for his services ----------	800.00	1,425.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:----------		15.00
To do., for an amount due for court costs, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk----	44.40	
2-Appearance fee of Eugene Hettleman, Atty	10.00	
3-Appearance fee of Carl A. Durkee and Vachel A. Downes, Jr., Attorneys for Intervenors----------	10.00	64.40
To do,, for an amount Paid L. L. Hubble & Company, Agent, for the premium on the Trustee's corporate surety bond filed in this cause, per receipt exhibited, to wit:		120.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:		

1-For publishing Notice of Sale--------	$62.50		
2-For publishing Order Nisi of Sale----	14.00	76.50	
To do., for an amount paid Alex Cooper Auctioneers, Inc., Auctioneer, for crying said sale, per receipt exhibited, to wit:----------		25.00	
To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of-----		90.00	
To Chesapeake View Company as a partial payment on the mortgage indebtedness, per statement of debt filed in this cause, in the sum of $22,669.62, the balance of the sum of ----------		7,684.10	
		$9,500.00	$9,500.00

July 9, 1966

J THOMAS CLARK
Auditor

Filed July 13, 1966

CERTIFICATE OF NOTICES MAILED
Filed July 13, 1966

CHESAPEAKE VIEW COMPANY

vs.

VIEWSIDE INC., et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4754

CERTIFICATESOF NOTICES MAILED

TO THE HONORABLE, THE JUDTES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 13, 1966, the date the audit in the above entitled cause was fuled in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Eugene Hettleman
600 Knickerbocker Building
220 East Lexington Street
Baltimore, Maryland 21202

Chesapeake View Company
15 W. Franklin Street
Baltimore 1, Maryland

Viewside, Inc.
15 W. Franklin Street
Baltimore 1, Maryland

David M. Nichols
and Olive J. Nichols
15 W. Franklin Street
Baltimore 1, Maryland

PURSUANT to Rule 595, Section G. Maryland Rules of Procedure, notify each of them that said account was filed on July 13, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 28, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on July 29, 1966.

J. THOMAS CLARK
Auditor

Filed July 13, 1966

NISI RATIFICATION OF AUDIT
Filed July 13, 1966

NISI RATIFICATION OF AUDIT

Chesapeake View Company	)	In the Circuit Court
vs.	)	for Queen Anne's County
Viewside Inc., et al	)	In Equity
	)	Cause No. 4754

ORDERED, this 13th. day of July, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 29th. day of Jyly, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 13, 1966

FINAL RATIFICATION OF AUDIT
Filed Aug. 2, 1966

Chesapeake View Company

vs.

Viewside Inc., et al

In the Circuit Court for

Queen Anne's County

in Equity

Cause No. 4754

FINAL RATIFICATION OF AUDIT

ORDERED, this 2nd. day of August, 1966, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Eugene Hettleman, Trustee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County,
Maryland.

Filed Aug. 2, 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fifteenth day of November in the year nineteen hundred and sixty-six, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

HOWARD WOOD, Assignee Centreville, Maryland Plaintiff	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
ROBERT DAVID DILL, JR. Mortgagor Defendant	*	Cause No. 4820

ORDER TO DOCKET SUIT

MR. CHARLES W. CECIL, CLERK:

You will please docket suit as per the above titling for foreclosure of the mortgage from Robert David Dill, Jr., to The Centreville National Bank of Maryland, dated June 30, 1965, and recorded among the land records of Queen Anne's County, in Liber C.W.C. No. 16, folio 123, default having occurred in the terms thereof by reason of non-payment of the principal and interest secured by said mortgage in accordance with the terms thereof; and you will file in said suit the above described mortgage, the assignment thereof and the accompanying statement of indebtedness and military affidavit, and the accompanying bond.

HOWARD WOOD Assignee
Howard Wood, Assignee

Filed Nov. 15, 1966

MILITARY AFFIDAVIT
Filed Nov. 15, 1966

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I hereby certify that on this 15th day of November, 1966, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, Assignee, and made oath in due form of law that Robert David Dill, Jr., the Mortgagor named in the mortgage referred to in the aforegoing Order to Docket Suit, is not now nor has he 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 Amendments, said Mortgagor being deceased.

CHARLES W. CECIL
Clerk

Filed Nov. 15, 1966

COPY OF BOND
Filed Nov. 15, 1966

RECEIVED FOR RECORD Nov. 15, 1966

STATE OF MARYLAND,)
) ss:
QUEEN ANNE'S COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that we, Howard Wood of Queen Anne's County, State of Maryland, 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 Three Thousand Dollars ($3,000.00), current monty of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselbes, and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of November, 1966;

WHEREAS, the above bounden principal, by virtue of the power contained in a mortgage from Robert David Dill, Jr., to The Centreville National Bank of Maryland, dated June 30, 1965, and recorded among ghe land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 16, folio 123, and duly assigned to the above bounden principal as attorney and assignee for the purpose of foreclosure and collection, and he is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That if the above bounden Howard Wood, attorney and assignee as aforesaid, does and shall well truly and faithfully perform the trusts 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 shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his

hand and seal and the surety has caused this instrument of writing to be executed on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

LUCY BLACKISTON

HOWARD WOOD (SEAL)
Howard Wood, Attorney and Assignee

HARTFORD ACCIDENT AND INDEMNITY COM

Corporate Seal

By: HOWARD WOOD
Attorney in fact

ATTEST:

LUCY BLACKISTON

Security approved and Bond filed Nov. 15, 1966
Filed Nov. 15, 1966

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 152, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 15th day of November in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

MORTGAGE
Filed Nov. 15, 1966

No54109
Rel1693 RECEIVED FOR RECORD June 30, 1965

THIS PURCHASE MONEY MORTGAGE, made this 30 day of June, 1965, by and between Robert David Dill, Jr., party of the first part, hereinafter referred to as Mortgagor, and The Centreville National Bank of Maryland, a body corporate, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of One Thousand Five Hundred ----00/100 Dollars ($1,500.00---) payable, with interest thereon from the date hereof at the rate of six ---- 6% per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

The principal sum of $1,500.00 together with interest at the rate of 6%, per annum, shall be repaid in 96 equal consecutive monthly installments of $19.72,each, commencing one month from date hereof.

AND WHEREAS the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORRGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in Centreville, Third Election District of Queen Anne's County, lying near the southerly side of the Corsica Neck State Road, and northerly side of the old public road that used to lead to Corsica Neck and more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same at a 6" x 6" concrete monument set at the southeasterly corner of the lands intended to be conveyed on the northerly side of the old public road that once lead to Corsica Neck and in the line of lands of, or formerly of, Frank T. Hogg, and running (1) thence by and with the aforementioned public road N 55° 29' W 29.00 feet to an iron pipe set on the division line of Lot No. 1; (2) thence by and with Lot No. 1 N 33° 31' E 75.20 feet to an iron pipe set in the line of lands of Frank T. Hogg; (3) thence by and with the said Hogf lands the two following courses and distances, S 53° 22' E 27.50 feet to 6" x 6" concrete monument; S 32° 19' W 74.00 feet to the point of beginning, according to a survey of said lands of J. B. Metcalfe, dated 1951, recorded in Liber T.S.P. No. 4, folio 310, of the Land Records of Queen Anne's County.

BEING the same land granted and conveyed unto Robert David Dill, Jr., by Ruth W. Draper, widow, by deed of even date herewith, and recorded, or intended to be recorded, immediately prior to the recording of this Mortgage.

NOTE: Robert David Dill, Jr. and Ruth J. Dill, his wife, executed an Indenture on the 13th day of July, 1964, surrending all 1/3rds and dower interests, said Indenture recorded in Liber C.W.C. No. 9, folio 176, a Land Record Book for Queen Anne's County.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all sa id policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor 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, (5) 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, issues and profits of said premises and account therefor as the Court may direct, (9) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any person or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee or Robert R. Price, Jr., his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whosoever shall 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 when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, 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 hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurance as may be requisite.

The convenants 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.

WITNESS the hand and seal of the Mortgagors:

WITNESS:

ROBERT R. PRICE, JR. — ROBERT DAVID DILL, JR. (SEAL)
Robert David Dill, Jr.

STATE OF MARYLAND)
) to wit:
COUNTY OF Queen Anne's)

On this the 30 day of June, 1965, before me, * Katherine c. O'Neal a Notary Public, the undersigned officer, personally appeared Robert David Dill, Jr., mortgagor, known to me to be the person (s) whose name (s) is/are subscribed; to the within instrument and acknowledged that he executed the same for

the purposes therein contained; and at the same time appeared A. Sydney Gadd, Jr., President--- and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary
Public
Seal

KATHERINE C. O'NEAL
Notary Public

FOR VALUE RECEIVED, the within mortgagee, The Centreville National Bank of Maryland, a body corporate, hereby assigns the within and aforegoing Mortgage unto Howard Wood for collection by foreclosure or otherwise.

WITNESS the hand of said Mortgagee by A. Sydney Gadd, Jr. its President, and its corporate sale attested this 7th day of November, 1966.

THE CENTREVILLE NATIONAL BANK
OF MARYLAND

Corporate
Seal

By: A. SYDNEY GADD JR.
A. Sydney Gadd, Jr.
its President

Attest:

KATHERINE C. O'NEAL
Katherine C. O'Neal
its Asst. Cashier

STATEMENT OF INDEBTEDNESS
Filed Nov. 15, 1966

THE CENTREVILLE NATIONAL BANK
OF MARYLAND
Centreville, Maryland

A.SYDNEY GADD JR.
PRESIDENT

October 27, 1966

Wood & Bryan

STATEMENT OF INDEBTEDNESS

Robert David Dill, Jr.
Secured by Mortgage R.E.

Note dated June 30, 1965, original amount $1500.00
recorded June 30, 1965, Liber CWC No. 16, folio 123

Balance of Note---------- $1,450.76

Interest from October 30, 1965 to
October 27, 1966 87.54

$ 1,538.30

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

I hereby certify that on this 27th day of October, 1966, before me, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sydeny Gadd, Jr., President of The Centreville National Bank of Maryland, and made oath in due form of law that the Statement of Indebtedness is true and correct as therein set forth.

Witness my hand and notarial seal.

Notary
Public
Seal

KATHERINE C. O'NEAL
Katherine C. O'Neal
Notary Public

My commission expires July 1, 1967

Filed Nov. 15, 1966

CERTIFICATE OF PUBLICATION
OF SALE
Filed Dec. 7, 1966

ASSIGNEE'S SALE
OF DWELLING

Default having occurred in the terms of the Mortgage from Robert David Dill, Jr., to The Centreville National Bank of Maryland, dated June 30, 1965, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 16, folio 123, and duly assigned to Howard Wood for collection by foreclosure or otherwise, the undersigned Assignee, by virtue of the power of sale contained in said mortgage, will offer at public sale in front of the Courthouse door in the Town of Centreville, Maryland, on Thursday, December 1, 1966, commenc-

ing at 1:30 o'clock P.M., all of the following described real estate, to wit:

All that lot of land, situate in Centreville, Maryland, near the southerly side of the Corsica Neck state road and northerly side of the old public road that used to lead to Corsica Neck, described by metes and bounds, courses and distances, in said mortgage, to which special reference is hereby made for a particular description of said land, containing 0.048 acres of land, more or less, being described as Lot No. 2 in a certificate of survey and plat made by J. B. Metcalfe in February, 1951, recorded among said land records in Liber T.S.P. No. 4, folio 309.

Improvements consist of a frame dwelling containing two large rooms and partially installed bathroom on first floor, two bedrooms on second floor and one bedroom on third floor.

TERMS OF SALE

Ten per cent (10%) of the purchase price will be required on the day of sale, balance payable on ratification of sale by Court, any deferred part of the purchase price to bear interest from the day of sale and be secured 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.

HOWARD WOOD
Assignee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 12/6 , 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE OF DWELLING in the estate of ROBERT DAVID DILL, JR. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 1 day of DEC, 1966, and that the first insertion of said advertisement in said in said QUEEN ANNE'S RECORD-OBSERVER was on the 10 day of NOV, 1966, and the last insertion on the 1 day of DEC, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Dec. 7, 1966

REPORT OF SALE
Filed Dec. 7, 1966

HOWARD WOOD, Assignee	)	In the Circuit Court for
vs.	)	Queen Anne's County
ROBERT DAVID DILL, JR. Mortgagor	)	In Equity
		Cause No. 4820

report of sale

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Howard Wood, Assignee, unto your Honors, respectfully shows:

1. That the above Mortgagor by mortgage dated June 30, 1965, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 16, folio 123, mortgaged to The Centreville National Bank of Maryland, a body corporate, certain real estate to secure the payment of the debt and interest evidenced by a certain promissory note, which said mortgage contains a power of sale of the mortgaged property to be exercised by the Mortgagee, its successors and assigns, in the event of default of the Mortgagor in his covenants contained in said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal debt and interest thereon when due according to the terms of said note and mortgage, said Mortgagee assigned said mortgage unto Howard Wood for Collection by foreclosure or otherwise, by assignment duly recorded at the foot of said mortgage.

3. That prior to the day of sale hereafter mentioned, said Assignee filed with the Clerk of this Court a bond given to the State of Maryland executed by himself and the Hartford Accident and Indemnity Company as surety in the penal sum of Three Thousand Dollars ($3,000.00), approved by said Clerk, containing the condition required by law relative to the foreclosure of mortgages under power of sale.

4. That thereafter said Assignee gave mort than twenty days' previous notice of sale of the mortgaged property by advertisement of sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County aforesaid, the last such publication being less than one week prior to sale, a certificate of publication of said notice being filed with this report.

5. That pursuant to the advertised notice of sale, said Assignee did attend in front of the Court house door in Centreville, Queen Anne's County,

Maryland, on the first day of December, 1966, at 1:30 o'clock P.M., and then and there proceeded to make sale of the property so mortgaged and advertised for sale in the following manner: the advertisement of sale published as aforesaid was read aloud by said Assignee; said Assignee then proceeded to offer for public sale at the time and place above mentioned to the highest bidder by William J. Barcus, Jr., Auctioneer, the real estate described in said mortgage and advertisement of sale; and after said auctioneer had cried this sale, said Assignee, at said time and place, in execution of the power of sale contained in said mortgage, sold said real estate unto The Centreville National Bank of Maryland, a body corporate, it being then and there the highest bidder therefor, at and for the sum of One Thousand Dollars ($1,000.00), said high bid having been made on behalf of the said body corporate by the undersigned Howard Wood as its attorney and agent; and said Assignee is satisfied that said purchase price in accordance with the advertised terms of sale.

Respectfully submitted,

HOWARD WOOD
Assignee

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, ss:

I HEREBY CERTIFY, that on this 7th day of December, 1966, before me, the Clerk of the Circuit Court for Queen Anne's County, in Equity, 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 made by him as Assignee, as therein reported, was fairly made.

CHARLES W. CECIL
Clerk

Filed Dec. 7, 1966

ORDER NISI ON SALE
Filed Dec. 7, 1966

ORDER NISI ON SALE

HOWARD WOOD, Assignee	)	In the Circuit Court for Queen Anne's County In Equity
ROBERT DAVID DILL, Jr., Mortgagor	)	Cause No. 4820

ORDERED, this 7th day of December, 1966, that the sale of the real property, made and reported in this cause by Howard Wood, Assignee, be ratified and confirmed, on or after the 9th day of January, 1967, 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 30th day of December, 1966.

The report states the amount of sales to be $1000.00.

CHARLES W. CECIL Clerk

Filed Dec. 7, 1966

AFFIDAVIT OF PURCHASER
Filed Dec. 13, 1966

HOWARD WOOD, Assignee	*	In the Circuit Court for Queen Anne's County In Equity
vs.	*	
ROBERT DAVID DILL, JR., Mortgagor	*	Cause No. 4820

AFFIDAVIT OF PURCHASER

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

I, A. Sydney Gadd, Jr., President of The Centreville National Bank of Maryland, being first duly sworn according to law, do hereby depose and say as follows:

1. That The Centreville National Bank of Maryland, a body corporate, is not acting as the agent of anyone in purchasing the real estate sold to it by Howard Wood, Assignee in this Cause.

2. That no one other than said body corporate is interested as principal in the purchase of said real estate.

3. That said body corporate has not directly or indirectly discouraged anyone from bidding for the said property.

4. That this affiant is the agent of said body corporate

duly authorized to make this affidavit.

WITNESS my hand this 13th day of December, 1966.

A. SYDNEY GADD JR
A. SYDNEY GADD, jr.

SUBSCRIBED and sworn to before me, a Notary Public of the State of Maryland, in and for Queen Anne's County, this 13th day of December, 1966.

KATHERINE C. O'NEAL
Notary Public
My Commission Expires Jyly 1, 1967.

Notary
Public
Seal

Filed Dec. 13, 1966

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Jan. 18, 1967

ORDEN NISI ON SALE

HOWARD WOOD, Assignee
ROBERT DAVID HILL, JE.
Mortgagor

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

Cause No. 4820

ORDERED, this 7th day of Dece,ber, 1966, that the sale of the real property, made and reported in this cause by Howard Wood, Assignee, be ratified and confirmed, on or after the 9th day of January, 1967, 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 30th day of December, 1966.

The report states the amount of sales to be $1,000.00.

CHARLES W. CECIL, Clerk

Filed Dec. 7, 1966
True Copy
Test:

Charles W. Cecil, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 1-18. 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certidy that the NISI 4820 in the estate of ROBERT DAVID DILL, JR. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 30 day of DEC, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15 day of DEC 1966, and the last insertion on the 29 day of DEC, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Jan. 18, 1967

FINAL RATIFICATION OF SALE
Filed Jan. 18, 1967

HOWARD WOOD, ASSIGNEE	*	In the Circuit Court for Queen Anne's County In Equity
vs.	*	
ROBERT DAVID DILL, JR. Mortgagor	*	Cause No. 4820
	*	

FINAL RATIFICATION OF SALE

ORDERED by the Circuit Court for Queen Anne's County in Equity, this 18th day of January, 1967, that the sale of the real estate made and reported in this cause by Howard Wood, Assignee, 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 Assignee is allowed the usual commissions and such proper expenses not per-

sonal as he shall produce vouchers thereof to the Auditor.

J DeWEESE CARTER
Judge

Filed Jan. 18, 1967

REPORT OF AUDITOR
Filed Feb. 8, 1967

HOWARD WOOD, ASSIGNEE

vs.

ROBERT DAVID DILL, JR.
Mortgagor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY
No. 4820

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 Howard, Assignee of the mortgage foreclosed in these proceedings, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $879.60.

2. That in the within account Howard Wood, Assignee and vendor is charges with the gross proceedings of the sale made by him and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the Court costs in this cause, the premium on the corporate surety bond filed in this cause, the costs of advertising the Notice of Sale and Order Nisi of Sale filed in this cause, the auctioneer's charges, the fee of your Auditor for stating this account and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

February 8, 1967

Cause No. 4820

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

Cr.

1967 Jan. 18	By gross proceeds of the sale of said land, per report of said vendor, to wit:----------		$,1000.00

Dr.

To Howard Wood, Assignee, of Mortgage foreclosed (and vendor), per terms of mortgage, to wit: 1-His commissions for making sale, per terms of mortgage----------	$100.00		
2-His fee for his services--------	50.00	150.00	
To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:----------		15.00	
To do., for an amount paid for court costs, per receipt of Clerk's exhibit, wo wit: 1-Costs of Charles W. Cecil, Clerk-	$14.60		
2-Appearance fee of Howard Wood, Attorney----------	10.00	24.60	
To do., for an amount due Howard Wood, Agent, for the Assignee's corporate surety bond filed in this cause, per statement exhibited, to wit:----------		12.00	
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For publishing Notice of Sale---	$54.70		
2-For publishing Order Nisi of Sale-	14.00	68.70	
To do., for amount paid W. J. Barcus, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:----------		35.00	
To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of		36.00	
To The Centreville National Bank of Maryland, as a partial payment on the mortgage foreclosed in these proceedings, the balance or the sum of----------		658.70	
		$1,000.00	$1,000.00

J THOMAS CLARK
Auditor

February 8, 1967

Filed Feb. 8, 1967

CERTIFICATE OF NOTICES MAILED
Filed Feb. 8, 1967

HOWARD WOOD, ASSIGNEE

vs.

ROBERT DAVID DILL, JR.
Mortg agor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4820

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 8, 1967, the date the audot in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Robert David Dill, Jr.
Centreville, Maryland

The Centreville National Bank of Maryland
Centreville, Maryland

Howard Wood, Assignee
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on February 8, 1967, with the Clerk of this Court, Centreville, Mayland, and that exceptions to said audit must be filed on or before February 23, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on February 24, 1967.

J THOMAS CLARK
Auditor

Filed Feb. 8, 1967

NISI RATIFICATION OF AUDIT
Filed Feb. 8, 1967

NISI RATIFICATION OF AUDIT

Howard Wood, Assignee	)	In the Circuit Court
VS.	)	for Queen Anne's County
Robert David Dill, Jr. Mortgagor	)	In Equity
	)	Cause No. 4820

ORDERED, this 8th. day of February, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 24th. day of February, 1967, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Feb. 8, 1967

FINAL RATIFICATION OF AUDIT
Filed Feb. 27, 1967

Howard Wood, Assignee	)	In the Circuit Court for
vs.	)	Queen Anne's County
Robert David Dill, Jr. Mortgagor	)	In Equity
	)	Cause No. 4820

FINAL RATIFICATION OF AUDIT

ORDERED, this 27th. day of February, 1967, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Howard Wood, Assignee, is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed Feb. 27, 1967

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eighth day of June in the year Eighteen hundred and eighty-eight, the following certain papers were filed for record, to wit:

In the Circuit Court for Queen Anne's County, in Equity,
Ethlin Wright by her next friend and husband Benjamin A. Wright, and Emma P. Simpson by her next friend and husband Walter B. Simpson, Plaintiffs,

vs

James P. Parrott, Mollie P. McFeely, formerly Mollie P. Parrott, Margaret E. Thornton formerly Margaret E. Parrott, Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, Lizzie McFeely, Rachel M. McFeely Fannie B. McFeely and Jane P. McFeely, Defendants.

To the Honorable the Judges of said Court:

Your Oratrices, Ethlin Wright by her next friend and husband Benjamin W. Wright, and Emma P. Simpson by her next friend and husband Walter B. Simpson, conplaining say:

1st That Rachel Margaret Parrott, late of Queen Anne's County, State of Maryland, deceased, departed this life seized and possessed in fee simple of a tract or tracts or parcels of land, situated in the Sixth Election District of said County, called "Walnut Ridge," or by whatsoever name the same may be called (a part of which is now known as "Three Eagles" or "Little Eagle" or the "Eagle Farm,") containing five hundred and fifty acres, more or less, she having acquired the same prior to the year eighteen hundred and sixty under a devise from the brother, the late George C. Palmer, of said County deceased.

2nd That the said Rachel Margaret Parrott departed this life leaving surviving her, the late William F. Parrott, her husband, who was entitled to said land and real Estate for life by curtesy, and the following children and heirs at law, your oratrices, and the defendants, James P. Parrott, Mollie P. McFeely, the widow of William McFeely, formerly Mollie P. Parrott, and Margaret E. Thornton, widow of William E. Thornton, formerly Margaret E. Parrott, and to whom said land and real estate descended in fee simple subject to said Estate by the curtesy.

3rd That the said William F. Parrott departed this life in the early part of the year Eighteen hundred and Eighty six, leaving surviving him, all of said five children and heirs at law, and all of whom are still alive.

4th That the said William F. Parrott, left paper writings which have been propounded for probate as the last will and testament of the late William F. Parrott and the codicil thereto, but not yet admitted to probate, whereby among other things he attempts to devise the aforesaid land and real estate in three parcels, one parcel to each of your oratrices and one parcel to the said Mollie P. McFeely, for their respective lives, and three to their respective children in fee, and if any of the three should die without children living at the time of the death, then to the two or other of the three and said James P. and Margaret E., and to the survivor of them, for life, and then to the descendants, of sainee in fee, perstriped and not per capita.

5th That Henry L. Thornton, Mabel E. Thornton, and Fletcher P. Thornton, children of the said Margaret E. Thornton, and Lizzie McFeely, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, children of the said Mollie P. McFeely are the only desendants of the said five children and heirs at law now living.

6th That your Oratrices deny and each of them denies the right of the said William F. Parrott to dispose of their undivided interest in fee in the aforesaid land and real estate, or to reduce or lessen their interest therein by devise or otherwise, and they refuse and each of them refuses to consent to or acquiesce in the attempted disposition of the aforesaid land and real estate so far as the said disposition by said William F. Parrott may in anywise affect or change their interest and estate therein as two of the heirs at law of the said Rachel Margaret Parrott thereto.

7th That each of your Oratrices are seized of an undivided one fifth interest in fee simple, in, and to said land and real estate, being tenants in coparcenay of in and to the same with their aforenamed brother and sisters by descent from their mother as aforesaid, each of the aforenamed five children and heirs at law of their said mother being seized of an undivided one fifth of said real estate.

8th And that said real estate and land cannot be divided among your Oratrices and the other parties entitled thereto according to their respective interests and rights therein as aforesaid without loss or injury, and that your Oratrices are entitled to have the said real estate and lands sold and a division had of the money arising from such sales or sale among the parties entitled thereto according to their respective rights therein.

To the end therefore that a decree may be passed by this Court.

1st for a sale of said real estate and lands for the purpose of partition among your Oratrices and the other parties entitled thereto;

2nd that a division may be had of the monry arising from such sale or sales among your Oratrices and the other parties entitled thereto according to their respective rights;

3rd And that your Oratrices may have such further or other relief as their case may require;

May it please your Honors to grant unto your Oratrices writs of subpoena against the said James P. Parrott, Margaret E. Thornton, Henry L. Thornton Mable E. Thornton and Fletcher P. Thornton, (the three last of whom are infants under twenty one years of age,) all of whom reside in Baltimore City, State of Maryland, and against the said Mollie P. McFeely, Lizzie McFeely, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, (the three last of whom are infants under twenty one years of age, and all of whom reside in Queen Anne's County aforesaid, Except Lizzie & Rachel M., who reside in Baltimore City aforesaid, commanding them to appear in this Court at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein; And as in duty etc.

J. B. & E. H. BROWN
Solctrs for Complts.

WRITTEN CONSENT
Filed June 8, 1888

Centreville, Md. June 2nd 1888

Messrs J. B. & E. H. Brown
Attorneys at Law

Dear Sirs: You are hereby authorized in writing to use the name of the undersigned, Benjamin N. Wright, as the next friend of Ethlin Wright, his wife, and to use the name of Walter B. Simpson, the undersigned, as the next friend of Emma P. Simpson, his wife, in a suit to be instituted by said Ethlin and Emma P., by said next friends for the sale of a tract of land in Queen Annes County called "Walnut Ridge," and which descended unto them and others from their mother, for the purpose of partition under a decree of the Circuit Court of said County in Equity.

B. N. WRIGHT

WALTER B. SIMPSON

SUBPOENA FOR DEFENDANTS
Filed July 2, 1888

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

Circuit
Court
Seal

HENRY L. THORNTON)
MABEL E. THORNTON) Infants
FLETCHER B. THORNTON)

OF BALTIMORE CITY, GREETINGS:

YOUR ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Ethlin Wright by her next friend & husband & others against you in said Court exhibited.

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

WITNESS the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of May, 1888

Issued the Eighth day of June in the year 1888

Wm. DEVER, Clerk

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

I hereby certify that the within Subpoena was read to the Defendants & a copy thereof left with their mother - Margaret E. Thornton.

GEORGE MAY, Sheriff

Received June 9, 1888 & forthwith delivered to Sheriff.

JAS BOND CLK

SUBPOENA FOR RESPONDENTS
Filed July 2, 1888

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

Circuit
Court
Seal

MOLLIE P. McFEELY

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Ethlin Wright by her husband & next friend & others against you in said Court exhibited.

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

WITNESS the Honorable JOHN M. ROBINSON, Cheif Judge of our said Court, the Seventh day of May 1888

Issued the Fifth day of June in the year 1888

Wm DEVER, Clerk

SUBPOENA FOR RESPONDENTS
Filed Jyly 2, 1888

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

Circuit Court Seal

FANNIE B. McFeely and)
JUNE P. McFeely) Infants

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ATE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first day of Monday July next, to answer the complaint of Ethlin Wright by her husband & next friend & others against you in said Court exhibited.

HEREOF fail not, as you will answer the contraty at your peril.

WITNESS the Honotable JOHN M. ROBINSON, Chief Judge of our said Gourt, the Seventh day of May 1888

Issued the Eighth day of June in the year 1888

Wm DEVER, Clerk

And on the back is the following indorsement, to wit:

I hereby certify that the within Subpoena was read to the Defendants & a copy thereof left with their mother.

S. SENY Shff

SUBPOENA FOR RESPONDENT
Filed July 2, 1888

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

Circuit Court Seal

RACHEL M. McFEELY
Infant

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Ethlin Wright by her husband & next friend & others against you in said Court exhibited.

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

WITNESS the Honorable JOHN M. ROBINSON, Chief Judge of our said Gourt, the Seventh day of May 1888

Issued the Eighth day of June in the year 1888

Wm DEVER, Clerk

And on the back if the following endorsement, to wit:

I hereby certify that the within Subpoena was read to the Defendant and a copy thereof left with her--- There being no parent or Guardian known to sheriff

GEORGE MAY Shff

Received June 9, 1888 forthwith delivered to Sheriff.

JAS BOND Clk

SUBPOENA FOR RESPONDENTS
FiledJuly 2, 1888

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

JAMES P. PARROTT and)
MARGARET E. THORNTON and) Adults
LIZZIE McFEELY)

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer, the complaint of Ethlin Wright by her husband & next friend, and others against you in said Court exhibited.

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

WITNESS the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of May 1888

Issued the Eighth day of June in the year 1888

Wm DEVER, Clerk

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

Received June 9, 1888 forthwith delivered to Sheriff.

JAS BOND Clk

Summoned Queenes

GEORGE MAY Sheriff.

PETITION & ORDER
Filed May 15, 1889

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY
Ethlin Wright by her next friend and
husband Benjamin N. Wright & Others
Plaintiffs

vs.

James P. Parrott & others, Defendants.

To the Honorable the Judges of said Court:

Your Plaintiffs by eheir next friends in this cause petitioning, say;

1st That the writs of subpoena against the said Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, Rachel M. McFeely, Fannie B. McFelly and Jane McFeely, infant dependants, in this cause have been returned duly served, as will appear from the returns on said writs filed in this cause.

2nd And that said Infants are without legal guardian or guardians within or without the jurisdiction of this Court.

Your pettioners therefore pray that William W. Busteed of this County be appointed guardian ad litem to defend and answer for said Infants in this suit; And as in duty etc.

J. B. & E. H. BROWN
Attys for Pltffs.

Ordered this 15th day of May 1889 by Mr Frederick Stump, one of the Judges of the Circuit Court for Queen Anne's County in Equity and by the authority of said Court that William W. Busteed, of said County, be and she is hereby appointed guardian ad litem for Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, Rachel Mm. McFeely, infant defendants in this suit, to answer and defend the said suit for said named infants.

FREDERICK STUMP

ANSWER
Filed May 18, 1889

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

Ethlin Wright by her next friend and husband
Benjamin N. Wright & Others, Plaintiffs

vs.

James P. Parrott and others, Defendants

To the Honorable the Judges of said Court;

The answer of Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, infants under the age of twenty one years by William W. Busteed their guardian ad litem to the bill of Complaint of Ethlin Wright by her next friend and husband Banjamin N. Wright and Emma P. Simpson by her next friend and husband Walter B. Simpson, against them and others in this Court Exhibited

These dependants cannot, nor can any one of them admit any of the matters and things alleged in the said bill and being infants of tender years submit their respective rights to the protection of this Court.

W W BUSTEED
ad litem Guardian for above named
Infants

State of Maryland, Queen Anne's County, to wit: I hereby Certify that on this 18th day of May 1889 before me the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared the above named William W. Busteed, Guardian and made oath on the Holy Evangly of Almighty God that the matters and things stated in the aforegoing answer are true to the best of his knowledge and belief.

JOHN E. HARMON J P

PETITION & ORDER
Filed May 28, 1889

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

Ethlin Wright by her next friend and husband Benjamin N. Wright, and Emma P. Simpson by her next friend and husband Walter B. Simpson, Plaintiffs.

vs.

James P. Parrott and others, Defendants

To the Honorable the Judges of said Court:

Your petitioner, James P. Parrott, petitioning says:

1st That as will appear from the proceedings in this cause he is one of the Defendants therein.

2nd That the paper writings referred to in the fourth paragraph of the bill in said cause have since the filing of said bill been duly admitted to probate by the Orphans' Court for said county as the last will and testament of the late William F. Parrott and the codicil thereto, and the Executor therein named after the grant of letters testamentary having died letters of administration de bonis non cum testaminto annexo has since been granted by said Court unto B. Palmer Keating, af said county, and he has duly qualified.

3rd That your petitioner and Mollie P. McFeely and Margaret E. Thornton, also defendants in this cause, filed their acceptance of the provisions of said will and Codicil, and the plaintiffs, while consenting to the probate af same decline to accept of same and the provisions thereof so far as same would dispose of the real estate referred to in said bill, or in any wise affect their rights in and to the same.

4th And that as said administrator de bonis non cum testamusto annexo has charge of said testator's real estate under the terms af said will and codicil, it may be proper and right that he also should be a party defendant to this suit

Your petitioner therefore prays your Honors that an order may be passed allowing and making ghe said B. Palmer Keating, administrator de bonis non cum testamunsto annexo of William F. Parrott, deceased a party defendant in this cause, with leave to him to answer etc.; and as in duty etc.

T. J. & B. P. KEATING
Solicitors for Petitioners

I consent that the above order be passed as prayed, and I will appear and answer without summons.

B. PALMER KEATING
Admr d.b.n.c.b.a of
Wm. F. Parrott

Filed May 28, 1889

Ordered this 28th day of May 1889 by me Frederick Stump, one of the Judges of the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that B. Palmer Keating, administrator de bonis non cum testamusto annexo of William F. Parrott, deceased, be and he is hereby made a party defendant to this suit, with leave to answer and defind as such.

FREDERICK STUMP

Filed May 29, 1889

* See Page 623 - Exhibit B.P.K. No. 1

ANSWER & EXHIBIT
Filed May 29, 1889

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

Ethlin Wright by her next friend
and husband Benjamin N. Wright and
Emma P. Simpson by her next friend and
husband Walter B. Simpson Plaintiffs

vs

James P. Parrott and others, Defendants.

To the Honorable the judges of said Court

The answer of James P. Parrott Maggie E. Thornton and Mollie P. McFeely and Lizzie McFeely to the bill of complaint, against them and others in this cause exhibited,

The respondents say

1st That they admit the matters and things set forth in the 1st 2nd 3rd, 4th, 5th, 6th 7th & 8th paragraphs of complainants bill of complaint

2nd That the paper writings referred to in 4th paragraph of complainants bill has been duly admitted to probate by the Orphans Court for Queen Anne's County, as the last will and testament and the codicil thereto as will appear by Defendants exhibit marked B.P.K No 2 of the late William F. Parrott, and the Executor therein having died letters of administration de bonis non cum testamento annexo have since been granted by said Court unto B. Palmer Keating of said County,who has duly qualified.

3rd That these defendants filed their acceptance of the provisions of said will and codicil, and the plaintiffs while consenting to the probate of same declined to accept of same and the provisions thereof so far as same would dispose of the real estate referred to in complainants bill, or in anywise affect their rights in and to the same

4th These defendants submit to such decree in the premises as may be right and as in duty bound, etc.

T. J. & B. P. KEATING
Solicitors for James P. Parrott, Maggie E. Thomnton and Mollie P. McFeely, and Lizzie McFeely

ANSWER
Filed May 29, 1889

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

Ethlin Wright by her next friend and husband Benjamin N. Wright, and Emma P. Simpson by her next friend and husband Walter B. Simpson Plaintiffs

vs.

James P. Parrott and others Defendants

To the Honorable, the judges of said Court.

The answer of B. Palmer Keating administrator de bonis non cum testamunto annexo of William F. Parrott deceased

This defendant admits the several matters and things set forth in complainants bill of complaint and in the petition of the defendant James P. Parrott to be true and submits to such decree in the premises as may be right and as in duty bound etc.

B. PALMER KEATING

GENERAL REPLICATION
Filed May 29, 1889

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

Ethlin Wright by her next friend & husband Benjamin N. Wright, and Emma P. Simpton by her next friend and husband Walter B. Simpson, Plaintiffs.

vs.

James P. Parrott and others, Defendants.

Cause No 915

To the Honorable the Judges of said Court:

Your Oratrices by their respective next friends aforesaid for general replication say;

1st The Plaintiffs join issue on the matters alleged in the answer of James P. Parrott, Margaret E. Thornotn and Mollie P. McFeely, and in the answer of B. Palmer Keating administrator de bonis non cum testamento annexo of William F. Parrott, deceased and in the answer of Henry L. Thornton, Mabel E. Thornton Fletcher P. Thornton, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, infants under the age of twenty one years by William W. Busteed their guardian ad litem, so far as the same may be taken to deny or avoid the alligations of the bill.

J. B. & E. H. BROWN
Solctrs for Pltffs.

* EXHIBIT B. P. K. No. 1 (omitted from page 621)
Filed June 20, 1889

State of Maryland Sct:

The subscriber Register of Wills in and for Queen Anne's County, State of Maryland, Doth hereby certify that letters of administration d.b.n.c.t.a. on thepersonal estate of William F. Parrott deceased were on the twenty fifth day of May 1889 granted unto B. Palmer Keating of said county he having filed bond as such administrator in the penal sum of twenty thousand dollars with approved security thereon.

Orphans' Court Seal

In testimony whereof I hereunto set my official seal this 25th day of May A.D. 1889

FINLEY ROBERTS
REGISTER OF WILLS

TESTIMONY
Filed June 20, 1889

In the Circuit Court for Queen Annes
County in Equity
Ethlin Wright by her next friend
Benjamin Wright & others Plaintiffs

vs.

James P. Parrott & others Defendants

The Subscriber, a regular Examiner for the Court having been notified by Solicitor for Plaintiffs of their desire to take evidence therein after notice to the parties did proceed to take the following evidence at the office of J B & E H Brown Centreville on Wednesday June 19th 1889

Joseph A. Holton a witness of lawful age proceeded on the part of Complainant having been duly sworn deposes and says

1st Interrogating were you or not acquainted with the late Rachel Margaret Parrott? If yea, State what, if any, was her relationship to the late George C. Palmer, State if you know the time of her death, and if she left any husband and children and descendants of any deceased child surviving her give names, age and residence of same; and if any one died since her death, So state-giving time of death of death of same, and the names of any descendants left-surviving them

Answer: I was acquainted with the late Rachel Margaret Parrott and was acquainted with her from the year 1853 to the time of her death. She was a sister of the late George C. Palmer, she died several years after her said brother, about the year, 1861 and left surving her William F. Parrott, her husband and the five following children Ethlin Wright now the wife of Benjamin N. Wright Emma P. Simpson the wife of Walter B. Simpson James P. Parrott Mollie P. McFeely the widow of the late William McFeely and Margaret E. Thornton the widow of the late William E. Thornton Mrs. Wright resides in Annapolis Annearundel County; Mrs Thornton and James P. Parrott reside in Baltimore and Mrs. McFeely and Mrs. Simpson reside in Queen Anne's County William F. Parrott the husband died in April 1886, but none of said children have died since her death.

2 Interrogatory Did or not the said Rachel Margaret Parrott die seixed or possessed of any real estate. If yea, describe the same giving its situation and value and contents

2 Answer She did die seized and possessed of a tract of land called "Walnut-Ridge" situate in the third and sixth Election district of Queen Anne's County (a part of which is known as"Three Eagles" "Little Eagle", or the "Eagle farm") containing about four hundred and fifty acres of land and which she acquired under the will of her brother the late George C. Palmer. It is now divided in two farms one known as The little Eagle farm contains about one hundred and twenty five acres of land improved by small two story frame house, barn and stable. The other known as the Walnut Ridge farm containing about four hundred and twenty five acres of land improved by large frame house granary and large frame stable two tenants house. The small place is worth about twenty five hundred Dollars and the large place worth about fifteen thousand Dollars.

3 Interrogating Do you or not know the descendants of said Rachel Margaret Parrott and of her late husband Wm. F. Parrott? If yea, give names, ages and residences of same.

3 Answer I do. They left the following five children. The one named Ethlin Wright, Emma P. Simpson, James P. Parrott, Mollie P. McFeely and Margaret E. Thornton which I have heretofore refered to in my first answer. All of these parties are over the age of twenty one years of age. The said Mollie P. McFeely has now living the following children. Lizzie McFeely, Rachel M. McFeely Fannie B. McFeely James P. McFeely. The said Lizzie is over twenty-one years of age and and the last one under twenty one years of age and they all reside now in Queen Anne's County. The said Margaret E. Thornton has now leaving the following children Henry L. Thornton Mable E. Thornton, Fletcher P. Thornton all of whom reside in Baltimore City and are under twenty-one

years of age. The afore named children and grand children are all the descendants now living of the said Rachel Margaret Parrott and the said Eilliam F. Parrott.

4th Interrogating You have given the five children now living of the late Rachel Margaret Parrott, and you have described the real Estate descending to them from her. Now state whether or not ~~in~~ your judgment or opinion said real estate can be divided among said children without loss or injury according to their respective rights and give the reason for same

4 Answer In my judgment and opnion said real estate could not be divided into five parts without loss or injury The character and quantity of the land, considerable of it being branch land and its situation make it impracticable to divide it into five parts without loss or injury. It might be divided into three parts and of this I am not so sure but certainly not none those three parts.

JOSEPH A. HOLTON

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

Answer No I can not

JOSEPH A. HOLTON

James W. W. Woodford a witness of lawful age produced on the part of complainant having been duly sworn deposes and says

1st Interragatory Are you or not acquainted with the late Rachel Margaret Parrott? If yea state what, if any, was her relationship to the late George C. Palmer, State if you know the time of her death, and if she left any husband and children and descendants of any deceased child surviving her, give names, ages and residences of same, and if any have died since her death so state giving time of death of same and the names of any descendants - left surviving them

Answer I was acquainted with the late Rachel Margaret Parrott She was a sister of the late George C. Palmer, she left William F. Parrott her husband surviving her and the following children who were her only descendants living at the time of her death to wit- Ethlin Wright wife of Benjamin N. Wright Emma P. Simpson wife of Walter B. Simpson James P. Parrott Mollie R McFeely widow of the late William McFeely margaret E. Thornton widow of the late William E. Thornton. Mrs. Wright - reside in Annearundel County, Mrs. Thornton and James P. Parrott reside in Baltimore and the other two reside in Queen Anne's County and are all over twenty-one years of age. William F. Parrott the husband died in the early part of the year 1886 but all of the five children still survive.

2 Interragatory - Did or not the said Rachel Margaret Parrott die seized or possessed of any real estate? If yea, describe the same, giving its situation and value and contents-

2 Answer she died seized or possessed of a tract or parcel of land situate in the third and sixth Election district of Queen Anne's County called Walnut Ridge and a(part of which known as Three Eagles Little Eagle or The Eagle farm) containing five hundred and fifty acres of land, more or less she acquired this property under the will of her brother and always understood that it descended to the said children subject to the life estate of their father. It was divided into two farms one known as the Eagle farm containing about one hundred and twenty five acres of land improved by smallframe house stable and out buildings worth about twenty five hundred dollars The one known as the Walnut Ridge farm containing about four hundred and twenty five acres of land more or less improved by large frame dwelling barn and others out buildings and woth about fifteen thousand dollars

3 Interragatory Do you or not know the descendants of said Rachel Margaret Parrott and of her late husband Wm F. Parrott If yea, give names, ages and residences of same

3 Answer I do They had the same descendants. to wit: the said Ethlin Wright, Emma P. Simpson James P. Parrott, Mollie P. McFeely andMargaret E. Thornton. The five children which were referred to by me in my first answer and the following grand children to wit- Henry L. Thornton, Mable E. Thornton and Fletcher P. Thornton children of the said Margaret E. Thornton all of whom are infants under twenty years of age and reside in Baltimore City - And Lizzie McFeely, RachelMMcFeely Fannie B. McFeely and Jane P. McFeely children of the said Mollie P. McFeely all of whom now reside in Queen Anne's County and the last of them are infants under twenty one years of age. The aforenamed children and grand children are all the descendants now living of the said Rachel Margaret Parrott and William F. Parrott her husband or of either of them

4 Interragatory You have given the five children now living of the late Rachel Margaret Parrott and you have described the real estate descending to them from her - Now state whether or not in your judgment or opinion said real estate can be divided among said children without loss or injury according to the respective rights and five the reasons for same.

4 Answer In my judgment and opinion it cannot be divided into five parts, without loss or injury The quantity of the land its character a considerable quantity of it being branch land running nearly through the whole tract and the situation of the buildings and improvements make it impracticable to divide into five parts without loss or injury It might be divided into three

parts but of this I am not so sure but am certain however that it could not be divided into nine without loss or injury

J M WOODFORD

There being no more witnesses to be examined and neither party desiring further time for the production of evidence, your examiner herewith returns original depositions together with Plaintiffs Exhibit A and Plaintiffs Exhibit "B", and Defendants Exhibit marked Exhibit B.P.K. No. 1 B. P. K. No. 2 and B. P.K. No. 3.

WILMER EMORY (SEAL)
Examiner

Your examiner hereby certified that he was engaged as Examiner two days and examined two witnesses making costs herein ____able to Plaintiff as follows

Examiner	$8.00
Witnesses	1.50
Wilmer Emory Examiner	$9.50

PLAINTIFF'S EXHIBIT A
Filed June 20, 1889

I Geo. C. Palmer of Centreville Queen Annes County Maryland do make publish & declare this my Will & Testament

I gibe devise & bequeath to my sister Rachel Margaret Parrott, the whole of that portion of my real estate called Walnut Ridge, containing about five hundred & fifty acres of land, my negromen, Phil & Lesse & my negro woman Debly, provided she shall pay to my sister Elizabeth J. Keating fifteen hundred which said fifteen hundred dollars is to constitute a lien on the above real estate

I give devise & bequeath to my sister Martha Ann Peters my farm where Mr. James Reed now resides, adjoining the lands of Nathaniel Nevitt the late Stephen L. Wrights heirs & others my wood lot adjoining that I purchased of Jas. M. Leagar & wife, my wood lot I purchased of Pere Wilmer adjoining wood land of Jas. M. Murphy the heirs of Stephen L Wright & others, my two brick dwellings houses in the Town of Centreville, opposite the property of Wm. McKenney, one at this time occupied by Dr Holton & the other by myself & all the lands attached, my negroman Fisby, negro woman, Letty her son Atick & my negro girl Susanna & the sum of two thousand dollars out of my personal Estate

I give devise & bequeath to my sister Elizabeth J. Keating in addition to the above sum, I leave my sister B. M. Parrott to pay her the dwelling house in which she now resides & all the land there attached, my store house, office & all the land there to attached now occupied by W. J. Hooper & J. W. Wilmer my lot of ground on water street & all the houses thereon, my negro woman Mary Ellen her son Nat, & her infant daughter & the sum of twenty five hundred dollars net of my personal estate

I give devise & bequeath to my sister Mary Henrietta Arlett wife of A. M. Arlett my house & on front street which I purchased of Alfred Tucker & wife & the intire indebtedness of her husband to me on notes which I estimate at about one thousand dollars

I give to my friend Wm F. Parrott in trust for the benefit of my sister Mary H. Arlett the sum five thousand five hundred dollars & I do hereby will & direct that the same shall be invested by him in Banks, rail road, Baltimore city stock, or some other good paying state stock & the interest thereof as it accrues to paid to my sister & none other

I will & direct that my farm Walnut Ridge shall be carried on for the benefit of my estate the year of my death & the rents of all my real estate shall be carried in to my personal estate but no longer

The balance of my personal estate after paying my debts & legacies, I give equally to my sisters Elizabeth, Mary H, Rachel M and Martha Ann

I do hereby constitute my friend William F. Parrott my Executor of this my last will & Testament.

In witness hereof I have set my hand & affixed my seal this twenty fifth day of June one thousand eight hundred and fifty nine

GEO C. PALMER (SEAL)

Signed sealed published & declared by the Testator as his last Will & Testament in the presence of each others in the presence of the Testator, who at his request & in his presence & the presence of each other have signed their names as witnesses thereto

N. BAILEY
Wm J. HOPPER
L. E. DYOTT

Queen Annes County Sect)

June 12th 1859) Then came N. Bailey Wm. H. Hopper & L. E. Dyott, the three subscribing witnesses to the foregoing Will & severally made oath on the holy Evangely of Almighty God that they did see Georbe C. Palmer the Testator therein

named sign his name to the said Will, that they heard him publish pronounce & declare the same to be his last Will & Testament, that at the time of so doing he was to the best of their apprehensions of sound & disposing mind memory & understanding & that they subscribed their respective names as witnesses to the said will in the presence of each other & in the presence of the Testator & at his request

R GOLDSBOROUGH
Register of Wills
For Queen Annes County

STATE OF MARYLAND, Sct:

The subscriber Register of Wills in and for Queen Anne's County Md - Doth hereby certify that the foregoing is a true and perfect copy of the last will and testament of George C. Palmer deceased, as recorded in liber S.T.H. No. 1, folio 120 etc a record book of Wills in the office of the Register of Wills of said County

Orphans
Court
Seal

In testimony whereof I hereto set my hand and official seal this 25th day of May 1889

FINLEY ROBERTS
Register of Wills

PLAINTIFFS' EXHIBIT B
Filed June 20, 1889

To the Honorable the Orphans Court for Queen Annes County,

The Petition of Ethlin Wright, feme covert, by her next friend Benjamin P. Simpson, feme covert, by her next friend Walter B. Simpson to your Honorable Court humbly shows

1st That they do not, nor does either of them intend or purpose by this petion or any thing contained herein to admit the validity of the paper writings heretofore propounded for probate as the last will and testament of the late William F. Parrott and the codicel in this Court, nor to waive any of the legal requirements or proofs, before the same shall be admitted to probate

2nd And that they do not nor does either of them intend or purpose hereby to admit that the said William F. Parrott had any right or power to despose of the property which discended unto them from their mother or to bind them by any desposition or attempted disposition of the same, and they do not intend to abide by or submit to any disposition or attempted disposition of said property by said paper writings, whatever disposition this Court may make of said writings but they do purpose and intend only hereby to withdraw their caveat and objections heretofore filed to the probate of same by this Honorable Court

Your petitioners therefore pray that they may be allowed to withdraw their aforesaid caveat and objections, and as in duty & etc

Test as to Mrs Wright
B. N. Wright
Test as to Emma P. Simpson
W. B. Simpson

ETHLIN WRIGHT

EMMA P. SIMPSON

Ordered this fifth day of June 1888 by the Orphans Court for Queen Annes County on the within and aforegoing petition that lease and permission be and the same are hereby given to the petitioners to withdraw the objections and caveat heretofore filed by said petitioners to the paper writings propounded as and for the last will of William F. Parrott and the codicel thereto, and in pursuance to said petition, said objection and caveat are hereby taken to be withdrawn

JOHN DODD
EDWIN T VALLIANT
JAS, R SUDLER

STATE OF MARYLAND, Sct

The subscriber Register of Wills in and for Queen Annes County State aforesaid Doth hereby certify that the aforegoing is a true and perfect copy of the Petition of Ethlin Wright and Emma P. Simpson and the Order of Court thereon-as filed in the Orphans Court for said County

Orphans
Court
Seal

In testimony whereof I hereto set my hand and official Seal this 25th day of May A.D. 1889-

FINLEY ROBERTS
Register of Wills

AGREEMENT OF SUBMISSION
Filed June 22, 1889

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

Ethlin Wright by her next friend and husband
Benjamin N. Wright, and Emma B. Simpson by
her next friend and husband Walter B. Sinpson.
Plaintiffs

vs.

James P. Parrott & others, Defendants

Cause No 915

It is hereby agreed, and we do hereby consent to submit the proceedings in this cause to the Court for Decree without argument.

J. B. & E. H. BROWN
Solctrs for Plaintiffs

T. J. & B. P. KEATING Solictors
W W BUSTEED
Guardian Ad Litem

B. PALMER KEATING
Admr d.b.n.c.t.a.

DECREE
Filed July 5, 1889

Decree in the Circuit Court of Queen Anne's County.

Ethlin Wright by her next friend and husband Benjamin N. Wright and Emma P. Simpson by her next friend and husband Walter B. Simpson Plaintiffs	In The Circuit Court
vs.	For
James P. Parrott and others Defendants.	Queen Anne's County, in Equity. Cause No. 915

The above cause standing ready for hearing, and being submitted without argument, the bill of complaint, answers, testimony and all the other proceedings were read and considered.

It is thereupon, this Fifth day of July in the year eighteen hundred and Eighty nine by me, John M. Robinson, Chief Judee of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED that the real estate in the proceedings mentioned be sold for the purpose of partition between the parties, that is say, the said Ethlin Wright and Emma P. Simpson are each now entitled to one fifth thereof, and the residue of said sales and the disposition thereof, are hereby reserved for the future order or decrees of this Court.

That B. Palmer Keating and Edwin H. Brown, of Queen Anne's County in the State of Maryland, be and they are hereby appointed TRUSTEES to make said sale, and the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of Forty thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One fifth of said purchase money to be paid in cash on the day of sale, or in sixty or ninety days, and the payment thereof to be secured by notes of purchasing, with interest owed and with surities approved by the Trustees, and the balance of said purchase money to be paid in four equal instalments in one, two three and four years from the day of sale, with interest on the whole unpaid purchase money as each instalment falls due, and the payment thereof to be secured by the Bonds or notes, of the purchaser or purchasers, with a surety or sureties to be approved by the Trustees.

And as soon as may be convenient after any such sale or sales the said Trustees shall return to this Court a full and particular account of the same: with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court; and on the payment of the whole purchase money. (and not before,) the said Trustees, by a good and sufficient deed, to be executed and acknowledged agreebly to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Jon. m ROBINSON

DECREE IN PETITION
Filed Nov. 25, 1891

Ethlin Wright et al	)	In the Circuit
	)	Court for Queen Anne's Co.
vs.	)	
	)	Md. In Equity.
James P. Parrott et al	)	

Decree In re Petition of James P. Parrott.

The above cause standing ready for hearing, and being submitted upon the two petitions of James P. Parrott, the testimony, exhibits and written arguments filed by counsel for the parties, and all the proceedings having been read and considered:-

It is thereupon, this 23rd day of November, 1891, by me John M. Robinson, Chief Judge of the Circuit Court for Queen Annes County, sitting as a Court of Equity, and by the authority of this Court adjudged, ordered and decreed, for the reasons set forth in an opinion filed in this cause by me, the said John M. Robinson on the 2nd day of November 1891, that the paper filed in this cause and entitled;- "Exhibit B.P.K. No." andddated March 25th 1886, and signed by James P. Parrott the petitioner, and filed in the Orphans Court for Queen Annes County, is invalid and of no effect, in so far as the same shall be deemed or considered as an election on the part of the said James P. Parrott to renounce his rights as heir at law to his share of his Mother's real estate, and to accept in lien thereof the provisions made for him in the will of his Father and the Trustees in this cause all directed to account to the said James P. Parrott for his share in the said real estate, and the rents and profits thereof in like manner as if said paper had never been signed by the said James P. Parrott.

Jno M. Robinson

BOND
Filed May 30, 1892

Know all men by these presents that we, B. Palmer Keating, Edwin H. Brown, John B. Brown & Thomas J, Keating of Queen Annes County in the State of Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of Forty thousand dollars current money of the United States to be paid to the said state of Maryland, or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of May in the year, one thousand eight hundred and ninety two.

Whereas by a decree of the Circuit Court for Queen Anne's County in Equity, bearing date on the fifth day of July, one thousand eight hundred and eithty nine and passed in a cause in said court, wherein Ethlin Wright by her next friend and husband Benjamin N. Wright and Emma P. Simpson, by her next friend and husband Walter B. Simpson are Plaintiffs and James P. Parrott et al Defendants the above bounden B. Palmer Keating and Edwin H. Brown have been appointed Trustees to make sale of certain real estate in the proceedings in said cause mentioned. Now the condition of the above obligation is such that if the above bounden B. Palmer Keating and Edwin H. Brown do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed sealed)	B. PALMER KEATING	(SEAL)
and delivered in)	EDWIN H. BROWN	(SEAL)
the presence of)	JOHN B. BROWN	(SEAL)
JOHN W. TEMPLE	THOS. J. KEATING	(SEAL)

REPORT OF SALE
Filed June 29, 1892

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

Ethlin Wright by her next friend and husband
Benjamin A. Wright, and Emma P. Simpson
by her next friend & husband Walter B. Simpson
Plaintiffs

vs.

James P. Parrott and others, Defendants

To the Honorable the Judges of said Court

The Report of B. Palmer Keating and Edwin H. Brown, Trustees, appointed by the Decree in this cause, to make sale of certain real estate thereon mentioned, shows: That after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving notice of the time place, manner, and terms of sale by advertisements in the Centreville Reford a newspaper printed and published in Centreville, Queen Anne's County, Maryland, for at lease three successive weeks before the day of sale, and by advertisements in the Centreville Observer another newspaper printed and published in Centreville aforesaid

they did pursuant to said notice attend in Front of the Court House in the town of Centreville aforesaid on Tuesday the 21st day of June 1892 at three and half o'clock P.M., and then and there proceeded to sell all that real estate decreed to be sold in this cause, "known as "Walnut Ridge and Little Eagle", situate in the Sixth Election District of Queen Anne's County adjoining the Hopper Farm of Wm. McKenney the farm of Wilmer Emory, the farm where S. Collins Wright resides, the farm known as "Bondlington," now owned by Wrightson L. Lowe, and the Jacobs farm as follows, to wit:

In the first place your Trustees offered at public sale to the highest bidder, all that parcel of said real estate, described in said advertisement thereof as "Parcel No 2" or "The Little Eagle", whereon Charles E. Moore resides as tenant, and containing by recent survey one hundred and nineteen acres two roods and four perches of land; and sold the same to said Emma P. Simpson, she being then and there the highest bidder therefor, at and for the sum of thirty dollars and two cents, per acre making the aggregate purchase money therefor, thirty five hundred and ninety seven dollars and sixty five cents, and they have since taken a proper assignment of the share or interest of said Emma P. Simpson in the sales in this cause, with the agreement to pay whatever balance may be necessary to discharge said purchase money on demand, which in the judgment of your Trustees fully secures said purchase money.

In the next place your Trustees offered at public sale to the highest bidder, all that parcel of said real estate, described in said advertisement as "Parcel No 1", or "Walnut Ridge Proper," where on Robert H. Moore now resides as tenant, and containing by recent survey four hundred and twenty two acres two roods and seventeen perches of land; and sold the same to Mollie G. Busteed, she being then and there the highest bidder therefor, at and for the sum of thirty five dollars and sixty cents per acre, making the aggregate purchase money therefor fifteen thousand and forty four dollars and seventy Eight cents, and they have since taken the written agreement of said Mollie G. Busteed and Charles A. Busteed her husband, that said purchaser would fully comply with said terms of sale by the 15th of July next, and which fully secures said purchase money.

And your Trustees further report that said land was sold on the terms of the decree the purchasers being entitled to possession January 1st 1893, and the com rent of present year and to pay one half of the taxes for present year, and the other rents being reserved to those entitled to same.

Which is respectfully submitted

B. PALMER KEATING
EDWIN H. BROWN
Trustees

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 29th day of June 1892, 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 Edwin H. Brown, Trustees, and made oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing report are true to the best of their respective knowledge and belief, and that the sales thereon reported were fairly made.

R. GOLDSBOROUGH J P

Ethlin Wright et al, Plaintiffs	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
James P. Parrott et al Defendants	)	Cause No 915

ORDERED this 29" day of June 1892 that the sales made and reported in the above entitled cause, by B. Palmer Keating and Edwin H. Brown Trustees for the sale of the real estate therein decreed to be sold, of said real estate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August 1892; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of three successive weeks before the 30th day of July 1892.

The report states the amount of sales to be $18,642.43.

Wm DEVER, Clerk

Ethlin Wright et al Plaintiff	)	In Circuit Court for Queen Anne's County in Equity
vs	)	
James P. Parrott et al Defendants	)	Cause No - 915

ORDERED this 20" day of December in the year Eighteen hundred and ninety two, by me John M. Robinson, Chief Judge of the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that the sales within reported 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 directed by the prededing order. The Trustees are allowed the usual commissions and all expenses not personal.

JNO. M. ROBINSON

Filed December 28, 1892

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed September 26, 1892

ORDER NISI

Ethlin Wright et al. vs. James P. Parrott et al.
In the Circuit Court for Queen Anne's
County, in Equity - Case No. 915

Ordered, this 29th day of June, 1892, that the sales made and reported in the above entitled cause by B. Palmer Keating and Edwin H. Brown, trustees for the sale of the real estate therein decreed to be sold, of said real estate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August, 1892; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of three successive weeks before the 30th day of July, 1892. The report states the amount of sales to be $18,642.43.

Wm. DEVER, Clerk

True copy-
TEST: Wm. DEVER, Clerk

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of Three successive weeks before the 30th day of August 1892.

BUSTEED, PRICE & BRYAN

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Third day of June in the year nineteen hundred and sixty-six, the following PETITION was filed for record, to wit:

ELLSWORTH STEINBERG 10 South Street Baltimore, Maryland 21202	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	In Equity
ABRAHAM ALBERT QUINTANA and ANNA MARIE QUINTANA, his wife, Stevensville, Queen Anne's County, Md.	*	Docket C.W.C. No. 1, fol. 161 Folio Case No. 4772 File June 3, 1966 Rel5733

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ellsworth Steinberg by F. Clifford Hane, his attorney, respectfully represents:

That on the 28th day of November, 1963, the defendants executed and delivered to Ellsworth Steinberg a Land Installment Contract of Sale, under the terms of which said defendants agreed to purchase a certain fee simple property in Queen Anne's County, therein described, for the total purchase price of $6500.00, upon which the dfeendants paid $1.00 on account, leaving a balance due thereunder of $6499.00; and the said Contract of Sale further provided for interest thereon at the rate of six percent (6%) per annum, payment of the annual taxes and insurance premiums; and further provided that the principal balance, together with said taxes and insurance premiums shall be paid by the defendants to the Seller in consecutive monthly installments of $74.73 each, which severally became due and payable on the first day of each month beginning with the first installment due on the first day of January, 1964.

That the defendants, under said Contract of Sale, assented to the passage of a decree for the sale of said property to take place after default in any covenant or condition of said Contract of Sale, all of which will appear from said Land Installment Contract of Sale marked "Petitioner's Exhibit No. 1" filed herewith, and prayed to be taken as part of this petition.

That your Petitioner filed herewith an affidavit by his attorney, concerning the military status of the defendants herein, who are the present owners of the property mentioned in said Land Installment Contract of Sale, which affidavit is marked "Petitioner's Exhibit No. 2" filed herewith, and prayed to be taken as a part of this petition.

That certain defaults have now occurred in the performance of the covenants under said Land Installment Contract and in the payment of the balance now due to the plaintiff.

That your Petitioner, through his attorney, has forwarded to the defendants, the required notice of intention to terminate the Land Installment Contract of Sale, by Registered Mail to the defendants' last known address, and files herewith a copy thereof marked "Petitioner's Exhibit No. 3" and prayed to be taken as a part hereof.

And your Petitioner prays that a decree may be passed for the sale of said property, in accordance with the terms of the said Land Installment Contract.

And as in duty bound, etc.

F. CLIFFORD HANE
F. Clifford Hane,
Attorney for Plaintiff

Queenstown, Md. 21658
827-3131

Filed June 3, 1966

PETITIONER'S EXHIBIT No. 1
Filed June 3, 1966

STANDARD LAND INSTALLMENT CONTRACT
Approved by Real Estate Board of Greater Baltimore

THIS AGREEMENT OF SALE, made this 28th day of November, 1963, between Ellsworth Steinbert, who resided at 300 North Gay Street, Baltimore 2, Md. and whose post-fofice address is _____ Seller, and ABRAHAM ALBERT QUINTANA and ANNA MARIE QUINTANA, his wife, who resides at Stevensville, Maryland -- and whose post-office address is Stevensville, Maryland-----, Buyer.

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Fourth Election District, Queen Anne's County, Stevensville, Maryland, formerly known as "Carvelle House", Stevensville, Maryland, in fee simple, at and for the cash price of ---------- (a) $6,500.00
Fees and other charges, if any ---------- (b) ----------
Cost to Buyer of insurance coverage, if any, from date of contract, for the payment of which credit is to be extended to buyer(c)----------

Insurance, covering loss by fire, in the amount of $6,500.00, payable to Seller/or Buyer as their interests may appear.

Policy expires----------

Total Purchase Price (Sum of Items (a),(b) and (c)----------(d) $6,500.00

Paid on account by Buyer at or before execution of this contract-----(e) $ 1.00

Principal balance owed by Buyer (Item (d) less Item (e) ----------(f) $6,499.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment)---------- in consecutive (monthly) installments of $74.73 each, which shall severally become due and payable on the first day of each and every (month) beginning with the first installment due on the first day of January, 1963.

Interest at 6% per annum (not to exceed 6% per annum) on present unpaid balance of purchase price

Annual Ground Rent (if any)----------	$ None
Present Annual Taxes ----------	$ 65.25
Estimated Annual Water Rent ----------	$ None
Insurance Premiums ----------	$ 22.96
Other public Charges, as follows:----------	$-------

Said installment payments shall first be applied by the Seller, as provided in Section 112 of Article 21, Annotated Code of Maryland (1956 Ed.) to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

The Seller shall (1) annually within thirty days of the first of each calandar year, or (2) on demand of the Buyer, no more than twice a year, furnish a statement to the Buyer showing:

(a) The total amount paid for-
  (1) Ground rent, if any;
  (2) Insurance;
  (3) Taxes and other periodic charges;
(b) The amount credited to principal and interest; and
(c) The balance due.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.
Collateral security (if any) taken for Buyer's obligation under this contract:

It is understood and agreed that at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in, and referred to in, Section 112(7) of Article 21, Annotated Code of Maryland (1957 Ed.). When any mortgage or mortgages is or are executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 112(7) of Article 21, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

Any such mortgage or mortgages executed under the provisions of the above paragraph shall be for such term as may be required to amortize completely said unpaid principal sum, together with interest at the rate of 6 per cent per annum (not more than six per cent per annum), and the expenses referred to herein, upon the payment of periodic amounts for principal and interest not greater than those required under this contract, except with Buyer's consent, which consent may be evidenced by Buyer's execution of such mortgage or mortgages.

The Buyer agrees:

1. To keep the premises in good order and in a good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for the purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller, except as hereinafter set forth:

It is understood and agreed that the Seller has the right to put this sale into a building association at any time, and Seller agrees to pay settlement costs, plus adjustment of taxes, etc.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortaages thereon in accordance with the provisions of Section 112(6) of Article 21, Annotated Code of Maryland (1957 Ed.).

The SELLER has/has not received written notice from any public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metripolitan District charges for water and sewer, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of the date of this contract, or as of the date the right of possession shall be given, if later than the date of this contract; and the said parties hereto hereby bind themselves, their heirs, executors, administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sections 113 and 115 of Article 21, Annotated Code of Maryland (1957 Ed.). and Rule 1394, Maryland Rules of Procedure. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Section 115 of Article 21. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law, and recordation tax and transfer tax where required by law, shall be divided equally between the parties hereto. The Seller agrees to pay Six (6%) Per cent Commission to David M. Nichols & Co.

WITNESS in truplicate the hands and seals of the parties hereto the day and year first above written.

JOSEPH MROCZEK
Witness

ELLSWORTH R. STEINBERG (SEAL)
Seller's Signature

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sing it.

JOSEPH MROCZEK
Witness

ABRAHAM ALBERT QUINTANA (SEAL)
Abraham Albert Quintana
Buyer's Signature

JOSEPH MROCZEK
Witness

ANNA MARIE QUINTANA (SEAL)
Anna Marie Quintana
Buyer's Signature

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this 28 day of November, 1963.

ABRAHAM ALBERT QUINTANA (SEAL)
Abraham Albert Quintana

ANNA MARIE QUINTANA (SEAL)
Anna Marie Quintana

PETITIONER'S EXHIBIT NO. 2
Filed June 3, 1966

ELLSWORTH STEINBERG 10 South Street Baltimore, Md. 21202	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	In Equity
ABRAHAM ALBERT QUINTANA and ANNA MARIE QUINTANA, his wife, Stevensville, Queen Anne's County, Md.	* *	Docket C W C No. 1 Folio Case No. 4772 File June 3, 1966

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for Queen Anne's County, personally appeared F. CLIFFORD HANE, and made oath in due form of law that to the best of his information, knowledge and belief, the defendants in this action are not in the military service of the United States, nor the military service of any nation allied with the United States.

F. CLIFFORD HANE
F. Clifford Hane

Subscribed and sworn to before me this 3rd day of June, 1966.

Notary
Public
Seal

HELEN E. PARDEE
Notary Public.

Filed June 3, 1966

PETITIONER'S EXHIBIT NO. 3
Filed June 3, 1966

F. CLIFFORD HANE
Attorney At Law
Wye River
Queenstown, Maryland 21658

May 5, 1966.

Mr. and Mrs. Abraham Albert Quintana
Stevensville, Maryland

Dear Mr. and Mrs. Quintana:

I have been retained by Ellsworth Steinbert, who, on November 28, 1963, sold to you under a Land Installment Contract, the fee simple property situate in the 4th Election District of Queen Anne's County, Stevensville, Maryland, formerly known as "Carville House", at and for the sum of $6500.00 plus taxes and insurance, and I am advised that your account is in default since September 1, 1965.

Under the terms of the Land Installment Contract, you were required to pay $74.73 per month, and this arrearage now amounts to $672.57, demand for which is now made.

This is to notify you that unless this amount is paid on or before June 7, 1966, the contract shall terminate, and I will proceed, as attorney for Mr. Steinberg, to effect a sale of the property under your assent to the passage of such a decree by the Circuit Court for Queen Anne's County, in equity.

Very truly yours,

Sworn to before me this 8th day of June 1966 by F. Clifford Hane, atty for Ellsworth Steinberg & made oath in due form of law that he did comply with the provisions of Article 21 Sec 113 of the Annotated Code of Md by sending the above notice to defendants and receiving the postage receipt therefore which is attached hereto.

FCH:H

REGISTERED MAIL
Return Receipt Requested

HELEN E. PARDEE
Notary Public

Notary
Public
Seal

Returned Receipt, dated May 6, 1966
to F. Clifford Hane, attached
Filed June 3, 1966

STATEMENT OF LAND INSTALLMENT CONTRACT DEBT
Filed June 3, 1966

ELLSWORTH STEINBERG
10 South Street
Baltimore, Md. 21202

vs.

ABRAHAN ALBERT QUINTANA and
ANNA MARIE QUINTANA, his wife,
Stevensville
Queen Anne's County, Md.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY
In Equity

STATEMENT OF LAND INSTALLMENT
CONTRACT DEBT

Purchase price,		$6,500.00
Total payments from date of contract as follows:		
Expense account,	$240.00	
Principal,	1258.97	
Interest,	946.71	
Total -	$2445.68	
(This interest is computed up to September 1, 1966, and interest is due from that date on).		
Paid on principal,		1,258.97
Balance,		5,241.03
To which is to be added:		
Taxes and insurance paid out,	$ 348.78	
Less amount paid in expense acct.	240.00	
Deficiency,		108.78
Balance due on Land Installment Contract,		$5,349.81

on which interest is to be added from September 1, 1965, at 6% per annum.

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

I HEREBY CERTIFY that on this 3rd day of June, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared F. CLIFFORD HANE, Attorney for the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the debt claim under the Land Installment Contract filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

HELEN E. PARDEE
Notary Public.

Filed June 3, 1966

DECREE FOR SALE OF LAND
INSTALLMENT PREMISES
Filed June 8, 1966

ELLSWORTH STEINBERG
10 South Street
Baltimore, Md. 21202

vs.

ABRAHAM ALBERT QUINTANA and
ANNA MARIE QUINTANA, his wife,
Stevensville
Queen Anne's County, Md.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

In Equity

DECREE FOR SALE OF LAND INSTALLMENT PREMISES

The petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon this 8th day of June, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED that the property mentioned in these proceedings be sold, at or after any one of the periods limited in the Land Installment Contract; that F. Clifford Hane be and he is hereby appointed Trustee, to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a

bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Dollars $5000.00, 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 (3) weeks' notice by advertisement inserted in such daily newspaper published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of the sale, which shall be 1/3 cash, the balance in six (6) and twelve months, (or all cash, as the purchasers may elect), the credit payment to bear interest from the day of sale and to be secured by a note or notes of the purchaser or purchasers endorsed to the satisfaction of the said 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 the sale; with an affidavit annexed 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), the said Trustee shall be a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his,her or their personal representatives and assigns, the property and estate to him, her or them, sold free, clear and discharged from all claim of the parties hereto, petitioner and debtor 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 cost 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 discharge his trust; provided that before the sale hereinbefore decreed shall be made, a statement of the debt claim, duly verified by affidavit, as required by law, be filed in said cause.

THOS J KEATING JR
Judge.

Filed June 8, 1966

CERTIFIED COPY OF BOND
Filed June 13, 1966

RECEIVED FOR RECORD June 13, 1966

LIBER 1 PAGE 144

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, F. Clifford Hane of Queenstown, Queen Anne's County, 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 FIVE THOUSAND ($5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of June in the year of our Lord one thousand nine hundred and sixty-six.

WHEREAS, the above bounden F. Clifford Hane by virtue of a decree of the Honorable the judge of the Circuit Court of Queen Anne's County, in Equity passed June 8, 1966, has been appointed Trustee to sell the Fee Simple Premises mentioned in the proceedings in the case of ELLSWORTH STEINBERG vs: ABRAHAM ALBERT QUINTANA, and ANNA MARIE QUINTANA, his wife Chancery No. 4772 now pending in said Court:

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

Signed, sealed and delivered in the presence of:

DOROTHY E. CONNOLLY

F. CLIFFORD HANE (SEAL)
F. Clifford Hane

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Corporate Seal

By EDITH J. PORTER
As to Surety

By DOROTHY E. CONNOLLY
Attorney in-fact

Security approved & Bond filed June 13, 1966

CHARLES W. CECIL, Clerk

Certified copy of power
of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 144, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, To wit:

I HEREBY CERTIFY that on this 16th day of August, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared ELLSWORTH STEINBERG, purchaser at the foreclosure sale in this cause, and he made oath in due form of law that he purchased the property mentioned therein, and that he has not, directly or indirectly, discouraged anyone from bidding for the said property in Stevensville, Queen Anne's County, Maryland, mentioned in the Report of Sale.

RITA M. HELLBACH
Notary Public.

Notary Public Seal

ELLSWORTH H. STEINBERG
Purchaser

Filed Aug. 22, 1966

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed August 31, 1966

TRUSTEE'S SALE
OF BALUABLE FEE SIMPLE
DWELLING PROPERTY

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, dated June 8, 1966, in the case entitled Ellsworth Steinberg vs. Abraham Albert Quintana and Anne Marie Quintana, his wife, decree for sale under a land installment contract, the undersigned Trustee, will sell at public auction, on the premises, on

WEDNESDAY, JULY 13, 1966

At 2 O'clock P.M.

Being all that lot of ground and improvements lying in the Fourth Election District, Queen Anne's County, Maryland, formerly known as "Carville House", Stevensville, Maryland, and more fully described in a deed dated Jan. 8, 1963, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 70, folio 407:

All that lot or parcel of land known as Parcel No. 2 of the Charles B. Downes real estate, and being also known as the Skinner Property, improved by a two story frame dwelling house, stable and outbuildings situate in the town of Stevensville, on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, on the west side of the street or road leading out of said town to Love Point, adjoining on its north side the property known as "Parcel No. 1" of the Charles B. Downes real estate, on its south side by the property of Elizabeth Rapp (formerly the Lowery property) and on its west side by other property of the late Charles B. Downes and more particularly described as follows:

Beginning at the fence line on the western side of the public road leading through Stevensville towards Love Point at the beginning point of Parcel No. 1 and running with Parcel No. 1 North 45 degrees, 45 minutes West 13.92 Rods to Parcel No. 7, thence with Parcel No. 7 South 47 degrees 30 minutes West 6.25 Rods to the Lowery property; thence with the Lowery property South 46 degrees East 13.9 Rods to the fence line on the west side of the public road; thence with the fence line north 48 degrees 30 minutes East 6 Rods to the place of beginning, containing .53466 of an acre of land, more or less.

TERMS OF SALE: One-third cash, the balance in six and twelve months (or all cash as the purchaser or purchasers may elect), the credit payment to bear interest from the day of sale and to be secured by a note or notes of the purchaser or purchasers, indorsed to the satifaction of the Trustee; all subject to the ratification of the sale by the Circuit Court for Queen Anne's County, in Equity; all expenses to be adjusted from the date of sale to date of settlement; all documentary stamps, County transfer charges and all other transfer costs, if any, to be paid by the purchaser.

F. CLIFFORD HANE, Trustee

Joe Jackson, Jr., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 8/31, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE in the case of STEINBERG VS QUINTANA a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed andpublished in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 13 day of JULY, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16 day of JUNE 1966, and the last insertion on the 7 day of JULY, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Aug. 31, 1966

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 31, 1966

ORDER NISI ON SALE

Ellsworth Steinberg
vs.
Abraham Albert Quintana and Anna Marie
Quintana, his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4772

ORDERED, this 22nd day of July, 1966, that the sale of the real property, made and reported in this cause by F. Clifford Hane, Trustee, be ratified and confirmed, on or after the 22nd day of August, 1966, 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 15th day of August, 1966.

The report states the amount of sales to be $3000.00,

CHARLES W. CECIL, Clerk

Filed: July 22, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. 8/31 ,1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4772 in the case of STEINBERG VS QUINTANA a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15 day of AUG, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28 day of JULY 1966, and the last insertion on the 11 day of August, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Aug. 31, 1966

FINAL ORDER OF RATIFICATION
Filed Sept 6, 1966

ELLSWORTH STEINBERG 10 South Street Baltimore, Md. 21202	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	In Equity
ABRAHAM ALBERT QUINTANA and ANNA MARIE QUINTANA, his wife, Stevensville Queen Anne's County, Md.	* * *	Docket: C.W.C. 1 Folio: 161 Case No.: 4774

FINAL ORDER OF RATIFICATION

F. Clifford Hane, the Trustee in this cause, having heretofore reported his sale of real estate to the Court, it is this 6th day of September, 1966, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the sale of the real estate in the above entitled case, reported to this Court by F. Clifford Hane, Trustee, be and the same is hereby absolutely ratified and confirmed, no cause having been shown to the contrary, although notice by publication has been given according to law.

THOS J KEATING JR.
Judge

Filed Sept 6, 1966

REPORT OF SALE
Filed Sept. 30, 1966

ELLSWORTH STEINBERG	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
ABRAHAN ALBERT QUINTANA	IN EQUITY NO. 4772

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, To wit:

I HEREBY CERTIFY that on this 16th day of August, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared ELLSWORTH STEINBERG, purchaser at the foreclosure sale in this cause, and he made oath in due form of law that he purchased the property mentioned therein, and that he has not, directly or indirectly, discouraged anyone from bidding for the said property in Stevensville, Queen Anne's County, Maryland, mentioned in the Report of Sale.

Notary Public Seal

RITA M. HELLBACH
Notary Public.

ELLSWORTH H. STEINBERG
Purchaser

Filed Aug. 22, 1966

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed August 31, 1966

TRUSTEE'S SALE
OF BALUABLE FEE SIMPLE
DWELLING PROPERTY

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, dated June 8, 1966, in the case entitled Ellsworth Steinberg vs. Abraham Albert Quintana and Anne Marie Quintana, his wife, decree for sale under a land installment contract, the undersigned Trustee, will sell at public auction, on the premises, on

WEDNESDAY, JULY 13, 1966

At 2 O'clock P.M.

Being all that lot of ground and improvements lying in the Fourth Election District, Queen Anne's County, Maryland, formerly known as "Carville House", Stevensville, Maryland, and more fully described in a deed dated Jan. 8, 1963, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 70, folio 407:

All that lot or parcel of land known as Parcel No. 2 of the Charles B. Downes real estate, and being also known as the Skinner Property, improved by a two story frame dwelling house, stable and outbuildings situate in the town of Stevensville, on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, on the west side of the street or road leading out of said town to Love Point, adjoining on its north side the property known as "Parcel No. 1" of the Charles B. Downes real estate, on its south side by the property of Elizabeth Rapp (formerly the Lowery property) and on its west side by other property of the late Charles B. Downes and more particularly described as follows:

Beginning at the fence line on the western side of the public road leading through Stevensville towards Love Point at the beginning point of Parcel No. 1 and running with Parcel No. 1 North 45 degrees, 45 minutes West 13.92 Rods to Parcel No. 7, thence with Parcel No. 7 South 47 degrees 30 minutes West 6.25 Rods to the Lowery property; thence with the Lowery property South 46 degrees East 13.9 Rods to the fence line on the west side of the public road; thence with the fence line north 48 degrees 30 minutes East 6 Rods to the place of beginning, containing .53466 of an acre of land, more or less.

TERMS OF SALE: One-third cash, the balance in six and twelve months (or all cash as the purchaser or purchasers may elect), the credit payment to bear interest from the day of sale and to be secured by a note or notes of the purchaser or purchasers, indorsed to the satifaction of the Trustee; all subject to the ratification of the sale by the Circuit Court for Queen Anne's County, in Equity; all expenses to be adjusted from the date of sale to date of settlement; all documentary stamps, County transfer charges and all other transfer costs, if any, to be paid by the purchaser.

F. CLIFFORD HANE, Trustee

Joe Jackson, Jr., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 8/31, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE in the case of STEINBERG VS QUINTANA a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed andpublished in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 13 day of JULY, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16 day of JUNE 1966, and the last insertion on the 7 day of JULY, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Aug. 31, 1966

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 31, 1966

ORDER NISI ON SALE

Ellsworth Steinberg
vs.
Abraham Albert Quintana and Anna Marie
Quintana, his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4772

ORDERED, this 22nd day of July, 1966, that the sale of the real property, made and reported in this cause by F. Clifford Hane, Trustee, be ratified and confirmed, on or after the 22nd day of August, 1966, 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 15th day of August, 1966.

The report states the amount of sales to be $3000.00,

CHARLES W. CECIL, Clerk

Filed: July 22, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. 8/31 ,1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4772 in the case of STEINBERG VS QUINTANA a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15 day of AUG, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28 day of JULY 1966, and the last insertion on the 11 day of August, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Aug. 31, 1966

FINAL ORDER OF RATIFICATION
Filed Sept 6, 1966

ELLSWORTH STEINBERG 10 South Street Baltimore, Md. 21202	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	In Equity
ABRAHAM ALBERT QUINTANA and ANNA MARIE QUINTANA, his wife, Stevensville Queen Anne's County, Md.	*	Docket: C.W.C. 1 Folio: 161 Case No.: 4774
	*	

FINAL ORDER OF RATIFICATION

F. Clifford Hane, the Trustee in this cause, having heretofore reported his sale of real estate to the Court, it is this 6th day of September, 1966, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the sale of the real estate in the above entitled case, reported to this Court by F. Clifford Hane, Trustee, be and the same is hereby absolutely ratified and confirmed, no cause having been shown to the contrary, although notice by publication has been given according to law.

THOS J KEATING JR.
Judge

Filed Sept 6, 1966

REPORT OF SALE
Filed Sept. 30, 1966

ELLSWORTH STEINBERG

vs.

ABRAHAN ALBERT QUINTANA

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4772

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 F. Clifford Hane, Trustee, who was appointed by decree of this Court of June 8, 1966, and it appears that there is a deficiency in this proceedings.

2. That in the within account F. Clifford Hane, Trustee, and vendor, is charged with the gross proceeds of sale made by him, and he is allowed his commissions for making said sale, per terms of said land installment contract, the court costs in this cause, the premium on the corporate surety bond filed in this cause, the costs of advertising the Notice of Sale and Order Nisi of sale filed in this cause, the auctioneer's charges, the fee of your auditor for stating this account, and the balance was directed to be paid to Ellsworth Steinbert, the vendor, on land installment contract.

Respectfully submitted,

J THOMAS CLARK
Auditor

September 30, 1966

CAUSE NO. 4772

The proceeds of the sale of land reported in this cause, in account with F. Clifford Hane, Trustee, of the land installment contract foreclosed in these proceedings (and vendor of said land)

Cr.

1966 Sept. 6	By gross proceeds of the sale of said land, per report of said vendor, to wit:----------		$3,000.00

Dr.

To F. Clifford Hane, Trustee of the land installment contract foreclosed (and vendor), per terms of land installment Contract, his commissions for making sale, to wit:----------		$300.00
To do., for an amount paid Charles W. Cecil, Clark, for advanced court costs, per receipt Exhibited, to wit:----------		15.00
To do., for an amount due for court costs, per statement of Clerk's exhibited, to wit: 1-Costs of Charles W. Cecil, Clerk----$22.00 2-Appearance fee of F. Clifford Hane, Attorney----------	10.00	32.00
To do., for an amount paid Dorothy E. Connolly, Agent, for the premium on the Trustee's Corporate surety bond filed in this cause, per receipt exhibited, to wit:----------		20.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For publishing Notice of sale -----$87.50 2-For publishing Order Nisi of sale---14.00		101.50
To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:----------		25.00
To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of------		27.50
To Ellsworth Steinberg, vendor under the land installment contract on his land installment debt of $5,349.81, the balance or the sum of---	2,470.00	
	$3,000.00	$3,000.00

September 30, 1966

J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed Sept. 30, 1966

NISI RARIFICATION OF AUDIT

Ellsworth Steinberg	In the Circuit Court
vs.	for Queen Anne's County
Abraham Albert Quintana and Anna Marie Quintana, his wife	In Equity Cause No. 4772

ORDERED, this 30th day of September, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 18th day of October, 1966, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed Sept. 30, 1966

CERTIFICATE OF NOTICES MAILED
Filed Oct. 3, 1966

ELLSWORTH STEINBERG

vs.

ABRAHAM ALBERT QUINTANA

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4772

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 1, 1966, the audit in the above entitled cause having been filed in this Court on September 30, 1966, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

F. Clifford Hane, Trustee
Queenstown, Maryland

Ellsworth Steinberg
10 South Street
Baltimore, Maryland 21202

Abraham Albert Quintana
and Anna Marie Quintana, his wife
Stevensville, Maryland

PURSUANT ot Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on September 30, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before October 17, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on October 18, 1966.

J THOMAS CLARK
Auditor

Filed Oct. 3, 1966

FINAL RATIFICATION OF AUDIT
Filed Mar. 8, 1967

ELLSWORTH STEINBERG

vs.

ABRAHAM ALBERT QUINTANA and
ANNA MARIE QUINTANA, his wife.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4772

FINAL RATIFICATION OF AUDIT

ORDERED, this 8th day of March, 1967, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and F. Clifford Hane, Trustee is 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.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Mar. 8, 1967