No. 5032 Equity

I know of nothing further

Signed Geo F. Clingan

Whereupon there being no other witnesses to be examined and no further time being required for the production of evidence the said Examiner hereby certifies that the aforegoing are the original depositions in this Cause as the same were read over to the witnesses and signed by the respectively: and he herewith returns the same endorsed to the Court

Witness my hand this 28th day of January A.D. 1885

Clayton O Hardy
Examiner

Costs of the Aforegoing Testimony

| | |
|---|---|
| Clayton O Hardy Exam'r fee (1 day) | $1.00 |
| Jas M. Hood, Witness | .75 |
| G Frank Clingan | .75 |
| | $3.50 |

Filed January 28, 1885.

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| Louis F. Kehne and Margaret Jane Kehne his wife, Matthias B. Scholl & Helen K. Scholl vs Samuel Scholl Rutherford | No 5032 Equity In the Circuit Court for Frederick County as a Court of Equity December Term 1884 |

The above Cause standing ready for a hearing, and being submitted, the Bill, answer Exhibits depositions and all other proceedings were by the Court read and considered It is thereupon, this 9th day of February in the year Eighteen hundred and Eighty five by the Judges of the Circuit Court for Frederick County as a Court of Equity, and by the authority of said Court adjudged ordered and decreed, that the Land and premises mentioned in these proceedings be sold and that Helen K Scholl of Frederick County be and She is hereby appointed Trustee to make the said Sales, and that the Course and manner of her proceedings shall be as follows: She shall first file in the Clerk's Office of this Court a Bond to the State of Maryland, executed by herself with a surety, or sureties to be approved by the Court or the Clerk thereof in the penalty of Seven thousand dollars conditioned for the faithful performance of the trust reposed in her by this decree or which may be reposed in her by any future order or decree in the premises. She shall then proceed to make sale of the said Real Estate, having first given at least three weeks previous Notice, inserted in some Newspaper printed in Frederick County, and such other Notice as She may think proper of the time, place, manner and terms of Sale; which terms shall be as follows: One third of the purchase money to be paid in Cash on the day of Sale or on the ratification thereof by the Court the residue in two equal annual payments the purchaser or purchasers giving his, her or their notes, with approved Security and bearing 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 the same, with an affidavit of the truth thereof and of the fairness of such Sale or Sales annexed, and on the ratification of such sale or Sales by the Court and on payment of the whole purchase money, and not before the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of the said property, and to his, her or their heirs, the property to him her or them sold, free, clear, and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from, or under them; and the said Trustee shall bring into this Court the money arising on such Sale or Sales, and the bonds or notes which may be taken for the same to be disposed of under the direction of this Court, after deducting there from the costs of this suit, and such Commission to the said trustee as the Court shall think proper to allow on consideration of the Skill, attention and fidelity wherewith She shall appear

Decree