

Ordered this 13th day of November in the year A.D. ,by the Circuit Court for Frederick County, sitting as a Court of Equity, and by the authority thereof, that this cause be and the same is hereby referred to one of the standing Examiners of this Court to take testimony to support the allegations of the Bill.

Glenn H. Worthington.

Filed Nov. 13th, 1916.

TESTIMONY

George E. Smith, William L. Smith and Howard L. Smith, Executors & of George Wm. Smith late of Frederick County, Dec'd. Vs. John E. Forman, and Lucy Forman, his wife, and others. No. 9502 EQUITY. In the Circuit Court for Frederick County sitting as a Court of Equity.

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In pursuance of the annexed order of the Court and notice given me by the solicitor for the plaintiff in the above entitled cause, I Clayton O. Keedy, one of the standing Examiners of said Court duly appointed qualified and sworn, having assigned the 14th day of November 1916, at my office in Frederick, Md. as the time and place for taking the testimony in this cause, and having give due notice thereof to the parties concerned, did at the appointed time and place proceed to take the following testimony to-wit. The Plaintiffs filed with the examiner as evidence Exhibit A.D.C.D. & E. which were herewith returned by the said Examiner. William L. Smith a witness of lawful age produced on the part of the Plaintiff being duly sworn and examined viva voce deposes and says as follows:-My name is Wm. L. Smith, my age 53 years, I reside in Frederick Md. and know all of the parties to this suit. I am one of the plaintiffs and one of the Executors of the last will of my father George Wm. Smith. I knew Benjamin Forman, the Mortgagor mentioned in this case, He is dead, having died in the year 1914. The said Benj. Forman in the year 1888 bought the property described in the deed to him, which deed is filed herein as exhibit A, and needed \$350 to complete the payment for it. This sum he borrowed from the Citizens National Bank on note and my father and I became his surities therefor said note is filed as Exhibit B. At the same time he and his wife executed to us the Idemnifying Mortgage filed herewith as "Exhibit C". Forman having failed to pay the note my father paid it off and took it up and the same was assigned to him by said Bank and is filed herein as Exhibit D. After my father had taken up the note, Forman paid him as account of the interest accruing on said indebtedness the sum of \$157.58 at the time and of the amounts as set forth in the 5th paragraph of the Bill of Complaint. At the time of Forman's death in 1914 he left his widow Abby Forman and the four children named in the 6th paragraph of the Bill all of whom are adults and all of whom with their husbands and wives have filed their answers in this case, and two infant grandchildren who are the children of of a deceased daughter of this said Forman, viz, Charles H. Daily aged about 18 years and Lester Daily aged about 20 years both of whom reside in Frederick County. The property consists of about one acre of land with very ordinary improvements, and is now and for some time has been unoccupied. It is situated in Ballenger District and is worth about \$25000

To the Gen. Int. by the Examiner.

Ans. I do not.

Wm. L. Smith.

Whereupon there being no other witnesses to be examined and no further time being required for the production of testimony the said Examiner hereby certifies that the foregoing is the original deposition of said witness as the same were read over to and signed by him and I herewith return the same enclosed to the Court.

Witness my hand this 15th day of November 1916.

Clayton O. Keedy, Examiner.

Costs of the foregoing Testimony.

C.O. Keedy Examiner (1 day) \$4.00 (Witness no charge)

Certified to

Clayton O. Keedy, Examiner.

Filed Nov. 15th, 1916.

DECREE.

George E. Smith, William L. Smith and Howard L. Smith, Executors of Geo. Wm. Smith, late of Frederick County, dec'd. Vs. John E. Forman and Lucy Forman, his wife, Benjamin F. Forman and Laura Forman, his wife, et al. and Charles H. Daily and Lester Daily, infants. No. 9502 EQUITY. In the Circuit Court for Frederick County, Sitting as a Court of Equity. September TERM 1916.

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The above cause standing ready for a hearing, and being submitted, the Bill, Answer, Exhibits A.B.C.D.&E. and all other proceedings were by the Court read and considered It is thereupon this 28th day of November, A.D. 1916, by the Circuit Court for Frederick County sitting as a court of Equity, adjudged, ordered and decreed that there is due unto George E. Smith, William L. Smith and Howard L. Smith, Executors of George Wm. Smith, dec'd, the plaintiffs, the sum of Four Hundred and Ninety three dollars and Forty two cents upon the Mortgage in these proceedings mentioned. And it is further adjudged, order and decreed unless the defendants pay or bring in Court to be paid unto Geo. F. Smith et al. Executors as aforesaid, plaintiffs the sum so due, within fifteen days from the date of this decree together with costs of suit, the mortgaged property mentioned in these proceedings be sold, and that George R. Dennis Jr. of Frederick County, be, and he is hereby appointed Trustee to make the said sale, and that the course and manner of his proceedings shall be as follows: he shall first file in the Clerk's office of this Court, a BOND to the State of Maryland, executed by him, with a suriety, or surities, to be approved of by the Court, or the Clerk thereof, in the penalty of Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order, or decree in the premises. He shall then proceed to make sale of the said Real Estate, having at first given at least three weeks previous notice, inserted in some newspaper printed in Frederick County, and such other notice as he may think proper of the time, place, manner and terms of sale; which terms shall be as follows: One half 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 six months, the purchaser or purchasers giving his, her, or their notes, with approved security and bearing interest from the day of sale, or all cash at the option of the purchaser. 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 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